



City of McAllen - Public Works - Solid Waste Collection



SERVICE AGREEMENT/APPLICATION

Commercial Sanitation Services

Customer Information

Name (Personal or Business): Hidalgo County Date: 6/5/13
 Service Address (location): 9805 N. 10th McAllen, Tx.
 Billing Address: P.O. Box 1356
 City: Edinburg State: Tx ZIP Code: 78539 DL#: _____
 Phone: (956) 289-7850 Fax: (956) 318-2648 E-mail: _____
 Contact Name: DANIEL FLORES Phone: (956) 289-7850
 Owner Contractor Tenant Other

P.U.B Account Number

Customer ID # 74-6000-717 Location ID # _____

Service Request - Indicate Service Type

Place Remove Wash & Deodorize Increase Pick-Ups Decrease Pick-Ups Extra Pick-Up
 Lid Locks Increase Dumpster Size Decrease Dumpster Size Temporary Dumpster Miscellaneous

Service Description

Delivery / Start Date	Dumpster Quantity	Dumpster Size	Number of Pick-Ups Per Week	Estimated Cost Per Month	Delivery Address
					<u>9805 N. 10th McAllen</u>

Dumpster Size	Monthly Rates & Service Frequency Per Week					Extra Pick-Ups	Wash & Deodorize	Lid Lock Fee	Temporary 8 Yard Dumpster Fee
	2	3	4	5	6				
<u>2</u>	\$73.37	\$110.72	\$146.75	\$175.60	\$200.11	\$14.00	\$52.03	\$33.08	\$52.50 Per Day
4	\$140.07	\$209.44	\$276.14	\$297.49	\$378.86	\$25.20	\$52.03	\$33.08	
6	\$174.76	\$261.47	\$348.18	\$434.89	\$520.28	\$33.60	\$52.03	\$33.08	
8	\$232.12	\$348.18	\$464.24	\$580.30	\$696.36	\$42.00	\$58.70	\$33.08	

DUMPSTER DIMENSIONS

SIDE LOADER				FRONT LOADER							
2 Yard		4 Yard		2 Yard		4 Yard		6 Yard		8 Yard	
D	3 3'	D	4'	D	3'	D	4'	D	5 6'	D	5 6'
W	4 10'	W	4 10'	W	6'	W	6'	W	6'	W	6'
H	4 4'	H	5 8'	H	3'	H	4 8'	H	5'	H	6 8'



City of McAllen - Public Works
SERVICE AGREEMENT



**SECTION I.
 SERVICES**

Customer grants the City of McAllen - Solid Waste Department and its authorized employees and/or representatives to provide solid waste collection services and assess fees as prescribed by City Ordinance Chapter 90, Solid Waste for the appropriate class and type. Customer must sign this agreement before the City of McAllen will begin services. The City of McAllen shall furnish the equipment and services that are necessary to collect and dispose of and/or recycle all the customer's solid waste materials. Customer represents and warrants that the materials to be collected under this Agreement will only be "waste materials" as defined in this Agreement. "Waste materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials that are generated by the customer or at customer's service address. "Waste materials" specifically excludes, and the customer agrees not to deposit or permit the deposit or collection of, industrial process waste, asbestos containing materials, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substances, as defined by, characterized or listed under federal, state, or local laws or regulations, or Special Waste not approved in writing by the City of McAllen (collectively "excluded materials"). Title to and liability for excluded materials shall remain with the customer at all times. Construction materials (including but not limited to lumber, concrete, block, tile, masonry, aggregates, brush clearings, drywall, and metals) are prohibited from deposit into the collection bins. This list is not inclusive of all prohibited items as prescribed in City Ordinance, Chapter 90, Solid Waste.

SECTION II.

RELEASE OF LIABILITY & AGREEMENT TO INDEMNIFY & HOLD HARMLESS

WHEREAS, the undersigned person or entity has requested that The City of McAllen provide garbage collection services at the property listed on this application, of which said person or entity is the tenant, owner and/or agent of owner; and that in order to deliver garbage collection services, the City will have access to the property by means of private property, a private road, alley or drive way, for which the undersigned does hereby agree to indemnify, defend, or hold harmless, the City, its officers, agents, and employees from and against any and all claims / judgments, for damages and/or liabilities, including, but not limited to claims for personal injury and/or damage to property, inclusive of damage to private road, alley or driveway access; except that the undersigned shall have no such obligation to the City in the event that damages and/or and/or liabilities arising from the negligent or intentional acts or omissions of the City, its agents and/or employees.

IN ADDITION, the undersigned further agrees that he/she will release from all liability and hold the City, its agents, officers, employees harmless from, and make no claim for, any loss, damage or other injury which he/she may suffer as a result of the use of the property, except as a result of the negligent or intentional acts or omissions of the City, its officers, agents and/or employees.

SECTION III.

SERVICE REQUEST

I, _____ (print name), _____ (Job Title), a duly authorized legal representative, owner, and/or tenant of applicant company, business or residence, by way of this document formally request solid waste collection services from the City of McAllen, a Municipal Corporation in the State of Texas. More specifically, from the City of McAllen Public Works Department, I request that as of: ____ / ____ / ____ (date), the above mentioned services be rendered. I recognize and accept that this request form will supersede any prior service request made on behalf of this company, business, residence or by its authorized representative. In accordance with the rules and regulations, fees, charges and any and all relevant ordinances hereto set forth by the commissioners of the City of McAllen, I hereby agree to pay the assessed charges regularly upon receipt of a monthly invoice from the City of McAllen. If I/we fail to pay the monthly fees for garbage service, I/we authorize to allow the City of McAllen to disconnect my/our water meter and to withhold water service until all amounts due for water, garbage, and sewer services, as well as re-connect fees and all other charges set out in the City of McAllen ordinances, for all of my/our accounts are paid in full.

In addition, periodic adjustments to the type or level of service provided by the City may be required due to public health & safety, code compliance, capacity, or fractional use/billing of containers/services.

ACKNOWLEDGEMENT AND AUTHORIZATION

 Applicant Signature

 City of McAllen Representative

 Applicant Name (print)

 Employee Title & ID #

 Applicant Address (print)

 P.U.B. Account #

 Date

 Date



**City of McAllen
McAllen Public Utility**

Commercial Service Application / Solicitud de Servicios Comerciales

Please check the following that apply to your request / Por favor de indicar lo que solicita

- Initiate Services / Iniciar Servicios
- Discontinue Services / Descontinuar Servicios

ATTN: Any request made after 1:00PM will be processed for the next business day. / Cualquier solicitud de servicio después de la 1:00PM será procesada el próximo día hábil.

Effective Service Date / Fecha del Servicio: _____

Service Address / Dirección del Servicio: _____

Business Type / Tipo de Negocio:

- Sole proprietorship
- Limited Liability Company(LLC)
- Inc or Corp
- Limited Company (Ltd)
- Partnership

} GOVERNMENT

Customer Information / Información del Cliente:

Account Name (as it will appear on the bill) / Nombre: Hidalgo County

Owner's Name(s): Hidalgo County

Authorized Personnel on Acct. / Personal Autorizado en la Cuenta: _____

Business Ph. # /Teléfono de Negocio: (956) 289-7850

2nd contact # /Numero Alternativo: (956) 289-7855

DL or ID #/ No. De Identificación: _____

Tax ID #/ No. del impuesto federal: 74 6000-717

Mailing Address / Dirección del Recibo: P.O. Box 1356

City / Ciudad: Edinburg State / Estado: TX Zip Code/ Código Postal: 78539

In case of an entity, an authorized representative should execute this document by stating his name and title below. The above signed acknowledges that he/she is responsible for final services rendered and charged on final bill.

Print Name / Nombre: _____ Title / Título: _____

Signature / Firma: _____

Date / Fecha: _____



City of McAllen McAllen Public Utility

SERVICE AGREEMENT

I. PURPOSE The McAllen Public Utility (MPU) is responsible for protecting the drinking water supply from contamination or pollution which could result from improper plumbing practices. The purpose of this service agreement is to notify each customer of these restrictions to ensure the public's health and welfare. Each customer **MUST** sign this agreement before the McAllen Public Utility will begin service. In addition, when services to an existing connection has been suspended or terminated, the MPU will not establish service unless it has a signed copy of this agreement.

II. PLUMBING RESTRICTIONS. The following undesirable plumbing practices are prohibited by State regulations.

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the MPU by an air-gap or an appropriate backflow prevention device.
- B. No cross-connection between the MPU and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of an air-gap or a reduced pressure-zone backflow prevention device.
- C. No connection which allows water to be returned to the public drinking water supply is permitted.
- D. No pipe or pipe fitting which contains more than 8.0 percent lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- E. No solder or flux which contains more than 0.2 percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use.

III. SERVICE AGREEMENT. The following are the terms of the service agreement between the McAllen Public Utility and the customer.

- A. The MPU will maintain a copy of this agreement as long as the Customer and/or the premises is connected to the MPU.
- B. The Customer shall allow his property to be inspected for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by the MPU or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the MPU normal business hours.
- C. The MPU shall notify the Customer in writing of any cross-connection or other undesirable plumbing practice which has been identified during the initial inspection or the periodic re-inspection.
- D. The Customer shall immediately correct any undesirable plumbing practice on his premises.
- E. The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by the MPU. Copies of all testing and maintenance records shall be provided to the MPU.

IV. ENFORCEMENT. If the Customer fails to comply with the terms of the Service Agreement, the MPU shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Customer. CD:1:14

PRINT CUSTOMER NAME _____ SERVICE ADDRESS _____

CUSTOMER SIGNATURE _____ ACCT # _____