

APPLICATION FOR SERVICE

NAME _____

STREET NAME _____

CITY/STATE _____

CUBIC YARDS _____

The undersigned hereby requests the City of Foley, Alabama, or its assigned agent, to provide service and equipment to remove refuse and garbage from the property of the undersigned, and agrees to pay for said pick-up and removal the sum of \$ _____ per month for container in which refuse and garbage have been placed for pick-up and removal, and such additional or increased amounts from time to time may be established by the Mayor and Council of the City of Foley. All refuse and garbage must be placed by the undersigned or his agents, servants, or employees, in the container which will be furnished and placed on the property by the City of Foley or its designee. Should the container be filled at more frequent intervals than weekly, the City of Foley will pick up as needed or on request. The area around the container will be kept clean and neat by the undersigned.

The undersigned also will be charged \$ N/A per ton, and \$ N/A per haul for debris placed in roll-off containers.

All invoices are due ten (10) days from date of invoice.

A ten percent (10%) late charge will be incurred on any invoice not paid within 30 days; an additional ten percent (10%) of the balance will be assessed for each additional 30 days the invoice remains past due. Service will be discontinued on any account that is 30 days past due.

It is understood and agreed that the container shall remain at all times the property of the City and may be removed from the premises at any time. The undersigned further agrees that if the container is damaged by fire or otherwise, the undersigned will pay the cost of repair and re-painting, ordinary wear and tear on the container not included.

The undersigned warrants that the waste materials delivered to City's contractor for waste collection services will not contain any hazardous, toxic or radioactive waste or substances as defined by applicable federal, state, local or provincial laws or regulations. The undersigned acknowledges reading the Definition of Special Waste shown below and warrants that the waste materials delivered to the Contractor will not contain any Special Waste, unless such amounts are incidental amounts of Special Waste and are identified in writing to City's contractor. The Contractor shall acquire title to the waste materials when loaded into its vehicles; provided, however, that title to and liability for the waste materials excluded from this Agreement shall remain with the undersigned, and the undersigned agrees to indemnify, defend and hold harmless City and Contractor against all claims, damages, suits, penalties, fines and liabilities arising out of the breach of the above warranties including, without limitation, liabilities for violation of laws or regulations, for injury or death to persons or for loss or damage to property or the environment.

"Special Waste" means Type A or Type B Special Waste as defined below:

- 1) "Type A Special Waste" means any waste, from a commercial or industrial activity meeting any of the following descriptions:
 - a. A containerized waste (e.g., drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in b.-g. below.
 - b. A waste containing free liquids.
 - c. A sludge waste.
- 2) A waste from an industrial process.
- 3) A waste from a pollution control process.
- 4) Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-e. or g.
- 5) Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of wastes listed in a.-f.

2. "Type B Special Waste" means any waste from a commercial or industrial activity meeting the descriptions which follow:

a. Friable asbestos waste from building demolition or cleaning; wall board, wall spray coverings, pipe insulation, etc. Nonfriable asbestos is not a special waste unless it has been processed, handled or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste".

b. Commercial products or chemicals which are off-specification, outdated, unused or banned. Out-dated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category; however, containers which once held commercial products or chemicals are included unless the container is empty. A container is empty when:

All wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container, e.g., pouring, pumping or aspirating, and an end has been removed (for containers in excess of 25 gallons), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container (containers < 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container (containers > 110 gallons.) Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or substances regulated under the Feral Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.

c. Untreated bio-medical waste - Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source including but not limited to a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a "Type A Special Waste".

d. Treated bio-medical wastes - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital animal testing laboratory, or university medical laboratory which has been

autoclaved or other wide heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.

e. Liquids and sludge from septic tanks, food service grease traps or wash water and waste waters from commercial laundries, laundromats and car washes, unless these wastes are managed at commercial or public treatment works.

f. Chemical-containing equipment removed from service. Examples: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.

g. Waste produces from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or wastes removed or drained from such equipment or facility are "Type A Special Wastes".

Neither the Contractor nor the City shall be responsible for damage to the undersigned's pavement or other driving surface resulting from the weight of the Contractor's vehicles.

This agreement may be terminated by either party on two (2) weeks written notice or, on the part of the City, at any time for non-payment or non-compliance.

Date of Application: _____

Signature: _____

Accepted: _____

Mailing Address: _____

City/State: _____

Telephone: _____

City of Foley