

EXCLUSIVE FRANCHISE AND
CONTRACT FOR COLLECTION AND DISPOSAL
OF MUNICIPAL AND INDUSTRIAL SOLID WASTE
IN THE CITY OF BRADLEY, OKLAHOMA

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EXCLUSIVE FRANCHISE AND
CONTRACT FOR COLLECTION AND DISPOSAL
OF MUNICIPAL AND INDUSTRIAL SOLID WASTE
IN THE CITY OF BRADLEY, OKLAHOMA

STATE OF OKLAHOMA

COUNTY OF GRADY

This Exclusive Franchise and Contract (the "Agreement") entered into between IESI OK Corporation, an Oklahoma corporation (the "Service Provider"), and the Public Works Authority for the City of BRADLEY, Oklahoma, an Oklahoma municipal trust (the "Authority"), is for the purpose of granting to the Service Provider, subject to the terms and conditions hereinafter set forth, and the ordinances and regulations of the City of BRADLEY, Oklahoma (the "City"), the exclusive right to conduct business for the purpose of the collection, hauling and disposing of Municipal and Industrial Solid Waste over, upon, along, and across the present and future streets, alleys, bridges, and public properties of the City, and is as follows:

SECTION 1. DEFINED TERMS

The following terms, as used herein, will be defined as follows:

- A. **Bulky Items** - Items measuring over forty-eight (48) inches in length and/or fifty (50) pounds in weight. These items may include, but shall not be limited to, items such as stoves, refrigerators, water tanks, washing machines, couches, chairs, Construction and Demolition Waste, tree trimmings, or other similar waste materials.
- B. **Bundles** - Items such as brush, tree trimmings, newspaper, or other similar material that are securely fastened together and do not exceed forty-eight (48) inches in length and/or fifty (50) pounds in weight.
- C. **Commercial Unit** - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of its business, including but not limited to stores, restaurants, and warehouses.
- D. **Construction and Demolition Waste** - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, paper, cartons, gypsum board, wood products, excelsior, concrete, metal, rubber, and plastic. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.
- E. **Containers** - Any vessel provided to the City by Service Provider and utilized by its residents and businesses to act as a collection device for Municipal Solid Waste and/or Industrial Solid Waste, also including dumpsters and Roll Outs, and which are designed to hold from ninety-five (95) gallons through Forty (40) cubic yards of waste material.
- F. **Citizen Collection Station** - A facility established for the convenience and exclusive use of City residents only for waste collection (not commercial, industrial users or collection vehicles). This facility may consist of one or more storage containers, bins, or trailers and is operated by the Authority.
- G. **Garbage** - Solid Waste (specifically excluding Hazardous Waste) consisting of putrescible animal (but not human or livestock excrement) and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

H. **Hazardous Waste** - Any Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) pursuant to the federal Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Oklahoma statute, rule, order or regulation.

I. **Industrial Solid Waste** - Solid Waste (specifically excluding Hazardous Waste) which constitutes garbage or Refuse and results from or is incidental to any process of industry or manufacturing, mining, or agricultural operations.

J. **Handicapped City Residents** - A residential household in which all members of the household are physically handicapped to the extent that they are unable to place garbage at curbside. The identities of said households shall be certified to Service Provider by the Authority, and shall be agreed to by Service Provider.

K. **Industrial Unit** - Any manufacturing, mining, or agricultural facility that generates or produces wastes during its operations.

L. **Landfills** - A facility or area of land that receives Municipal Solid Waste or Industrial Solid Waste and operates under the regulation and authority of the Oklahoma Department on Environmental Quality (ODEQ) within the State of Oklahoma, or the appropriate governing agency for landfills located outside of the State of Oklahoma.

M. **Multi-Family Unit** - Any residential dwelling housing multiple families and generating waste.

N. **Municipal Solid Waste** - Solid waste (specifically excluding Hazardous Waste) resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, which is garbage, Refuse, other than Industrial Solid Waste.

O. **Recyclable Materials** - A metal product or other item that has been recovered or diverted from the primary waste stream for purposes of reuse, recycling, and reclamation.

P. **Recycling** - A process by which materials that have served their original intended use are scrapped, discarded, used, become surplus or obsolete, and are collected, separated, processed, and returned to use in the form of raw materials for the production of new materials.

Q. **Refuse** - Non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Refuse includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials which burn at normal incinerator temperatures (i.e. temperatures not exceeding 400E Centigrade). Noncombustible Refuse includes glass, crockery, tin or aluminum cans, metal furniture, and other similar waste materials that will not burn at normal incinerator temperatures (i.e. temperatures not exceeding 400E Centigrade).

R. **Roll Offs** - Containers with twenty (20) cubic yards to forty (40) cubic yards of capacity.

S. **Roll Outs** - Containers with ninety-five (95) gallons of capacity.

T. **Single Family Residential Unit** - any dwelling designed for and inhabited by a single person or no more than one family unit and that generates waste.

U. **Solid Waste** - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Oklahoma whether such waste is mixed with or constitutes recyclable materials.

V. **Solid Waste Transfer Facility** - A fixed facility used for transferring (and temporary holding in connection therewith) Solid Waste from collection vehicles to long haul vehicles (one transportation unit to another transportation unit). This facility may also serve as a citizens collection station.

W. White Goods - Large items (i.e. in excess of fifty (50) pounds or three (3) cubic feet in size) manufactured primarily from metal, being primarily large appliances such as refrigerators, washers, dryers, large metal sinks, hot water heaters, metal bath tubs, and similar items.

SECTION 2. EXCLUSIVE FRANCHISE GRANT

The Authority hereby grants to Service Provider, for and in consideration of compliance by Service Provider with the terms and conditions hereinafter set forth, and the ordinances and regulations of the City governing the collection and disposal of Municipal and Industrial Solid Waste (regardless of whether such waste is mixed with or constitutes Recyclable Materials), the exclusive franchise, license and privilege to provide collection, removal and disposal of all Municipal and Industrial Solid Waste within the corporate limits of the City.

SECTION 3. SCOPE AND NATURE OF OPERATIONS

It is expressly understood and agreed that the Service Provider will collect and dispose of all Municipal and Industrial Solid Waste accumulated on premises and placed within Containers by those receiving the services of Service Provider (or otherwise accumulated in the manner herein provided by those receiving the services), all within the corporate limits of the City, including territories annexed by the City during the term of this Agreement.

The Authority, specifically, under the terms of this Agreement, grants to Service Provider the title to all Municipal Solid Waste and Industrial Solid Waste, which is collected and disposed of by Service Provider. Title to and liability for waste materials excluded from this Agreement shall remain with the generator of such waste material.

SECTION 4. SINGLE FAMILY RESIDENTIAL UNIT COLLECTIONS

Collections hereunder for all Single Family Residential Units shall be once weekly. Waste shall be placed in Roll Outs within five feet of curbside or right of way no later than 7:00 a.m. on the collection day to ensure collection. Waste in excess of limits noted herein or placed outside or adjacent to Containers will not be collected. Collection schedules may be altered, as reasonably necessary, to accommodate holidays, as defined in Section 17, or circumstances beyond the control of Service Provider, as provided in Section 29, which prevent execution of the normal collection schedule. Notwithstanding the foregoing, Service Provider agrees to assist Handicapped City Residents with house-side collection of bagged Refuse placed within a Roll Out designated for handicap use. The Authority shall be responsible for all other modifications or accommodations required by the Americans with Disabilities Act in connection with the services provided herein.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY UNIT COLLECTIONS

Collections hereunder for all Commercial, Industrial, and Multi-Family Units shall be once per week as provided for in Section 9(B). Collections will consist of waste placed inside Service Provider's Containers only. Excess waste placed outside of Containers at the location of Commercial, Industrial and Multi-Family Units shall not be collected. Should excess waste continue to be placed outside of Container, the Authority shall require the Commercial, Industrial or Multi-Family Unit to increase the number of collection containers of such waste, or require the Commercial, Industrial or Multi-Family Unit to utilize a Container with sufficient capacity to regularly contain waste and/or add additional Containers. The Service Provider shall be compensated for such additional service as provided for in Section 9(B). The Service Provider shall be entitled to, and shall receive, a rate applicable to service provided.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

Service Provider shall provide to certain municipal locations in the City designated by the Authority one (1)-thirty yard dumpster annually to be utilized at the authorities discretion, for city wide cleanup campaign at no cost to the Authority.

SECTION 7. BULKY ITEMS AND OTHER WASTE MATERIALS

It is agreed that all Bulky Items and other similar waste materials such as White Goods and Construction and Demolition Waste will be excluded from the weekly Single Family Residential Unit collections and Commercial, Industrial and Multi Family Unit collections, and Service Provider will provide for the collection of such items pursuant to the quarterly bulky waste collection provided for herein or individually negotiated agreements; provided, however, that Service Provider will provide the Roll Off Services described in Section 9(C) hereof.

SECTION 8. TITLE TO EQUIPMENT/CONTAINERS

It is expressly understood and agreed that all equipment (including, but not limited to, Containers) provided by Service Provider in connection with its performance of the services contemplated hereby shall at all times remain the property of Service Provider.

SECTION 9. RATES

The Service Provider shall charge the Authority the rates set forth below for the services to be furnished under this Agreement; provided, however, that such rates shall be subject to adjustment as set forth in Section 23 hereof.

A. Residential - Single Family Services

Single-Family Residential Units – Once a week collection of one (1) Roll Out.

\$9.95 per month per Single-Family Residential Unit.

Additional Roll Out per resident - \$6.00 per additional Roll Out.

Jan *DA*
Bulky Waste \$11 per Residence.

These rates are inclusive of all Single Family Residential Units that are located inside the corporate City limits and shall apply to all single family residences for which the City or the Authority bills for water and/or sewer services (regardless of whether such residence claims it generates waste or not).


B. Commercial and Industrial Services

Monthly container rates are as follows:

SIZE	1X weekly collection
Commercial roll out	\$15.00
2 yard dumpster	\$45.00
4 yard dumpster	\$85.00

These rates are inclusive of all Commercial, Industrial, and Multi- Family Residential Units that are located inside the corporate City limits and are billed by the City or the Authority for water and/or sewer services. All rates are on a per Container basis.

C. Roll Off Service

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The Service Provider shall provide to the Authority (1) - 30 yard Roll-Off to be used by the Authority per year at no cost to the Authority. The Authority will be billed at a rate of \$375 per Roll-Off for hauls exceeding the one free annual haul. All hauls include (5) tons of disposal. Each ton per haul in excess of (5) tons will be billed to the Authority at a rate of \$22.00 per ton.

Due to the varied needs and/or specifications associated with the application and operation of this type of service, rates for delivery, rental, cost per pull, and disposal fees associated with Roll Off Service will be negotiated between the individual customers and Service Provider on an individual basis and will be billed and collected by Service Provider. Locations of Roll Off containers will be in accordance with City's reasonable ordinances and policies or as directed by the Authority. The Authority grants an exclusive right to Service Provider for this type of service inside the corporate limits of the City.

SECTION 10. EXCLUSIONS

Notwithstanding anything herein to the contrary, this Agreement shall not cover collection or disposal of hazardous, toxic, or radioactive wastes, or substances defined as such by applicable federal, state, or local laws or regulations. Service Provider will not be responsible for collecting or disposing of human or animal excrement waste, Hazardous Waste, unbundled brush and/or tree trimmings, auto parts, used tires, rock, concrete, sand, gravel or dirt; provided, however, that residents may contract with Service Provider for the use of Roll Off Containers to dispose of rock and concrete as provided in Section 9(C) above.

SECTION 11. TERM OF AGREEMENT

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2009 and concluding on June 30, 2014. Effective July 1, 2010 and on each successive anniversary date thereafter, the term of this Agreement shall be adjusted to reflect a new five (5) year period, provided that neither party provides the other party with written notice of its intent not to extend this agreement at least (180) days prior to any future anniversary date of the Agreement.

SECTION 12. ASSIGNMENT

Assignment or transfer of this Agreement by the Service Provider to another provider shall only be made with the prior written consent of the Authority, such consent to not be unreasonably withheld, conditioned or delayed. Notwithstanding the above, the Service Provider may assign its rights and obligations hereunder to any direct or indirect subsidiary or affiliate of the Service Provider or to any other person or entity succeeding to all or substantially all the assets of the Service Provider (whether by operation of law, merger, consolidation or otherwise) without the Authority's approval.

SECTION 13. ENFORCEMENT

City agrees to adopt and maintain throughout the term of this Agreement, ordinances that will enable Service Provider to provide the services set forth herein. If Service Provider is faced with recurring problems of damage, destruction or theft of equipment provided pursuant to this Agreement, Service Provider may require security deposits from customers prior to replacing or repairing such Containers. Service Provider agrees to give notice to the Authority of any such requirement prior to placing it into effect and the Authority shall have the right to approve any such requirement, such approval to not be unreasonably withheld, conditioned or delayed. To the extent the Authority is authorized to do so under applicable law, the Authority also hereby grants Service Provider the right of ingress and egress from and upon the customer's property for the purposes of rendering the services hereunder.

SECTION 14. PROCESSING, BILLING AND FEES

Service Provider agrees to bill the Authority at the rates called for in Sections 9(A) and (B) for services provided to all Residential, Commercial and Industrial Units inside the corporate limits requiring collection and disposal of Municipal

Solid Waste and Industrial Solid Waste (together with all applicable sales, use, and service taxes assessed or payable in connection with the services provided hereunder and all costs incurred by Service Provider in connection with the preparation of such billing) LESS a monthly billing and processing fee equal to eleven percent (3%) of the amount owing to Service Provider for services rendered during such month on or before the 10th day of the month immediately following the month such services were provided, commencing August 10, 2009. The Authority will remit to Service Provider an amount set forth in such bill on or before the 15th day of each month, commencing August 15, 2009. Service Provider shall provide to the Authority a monthly statement with each bill indicating the number and rate of Residential Units, as well as service type, size, location, and rate for Commercial Units, which have been billed for that month. Nothing herein shall prohibit the Authority from collecting sums from Residential Units and Commercial Units in addition to those sums billed by Service Provider herein. The Authority agrees that payments owing to Service Provider from the Authority pursuant to this Agreement shall be based on the services rendered by Service Provider, and Service Provider shall not be held responsible for the collection of "bad debt" owed to Authority for the services provided for herein and billed by the Authority, nor shall Service Provider be penalized for services rendered but unpaid by a customer. In addition to the amounts billed and collected by the City under this Section 14. The Authority shall also be responsible for paying any and all sales, use and service taxes assessed or payable in connection with the services. Notwithstanding the above, the Service Provider will bill and collect all Residential, Commercial and Industrial Units for services performed with respect to Roll-Off Containers.

SECTION 15. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the Authority so that the Authority can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the Authority shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP

It is specifically understood and agreed that where the owner or occupant of any premises fails to place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of Service Provider's reasonable rules adopted hereunder or City ordinance or provisions within this Agreement with respect to the nature, volume, or weight of Refuse to be removed from the premises, Service Provider may refrain from collecting all or a portion of such Refuse and will notify the Authority within 8 hours thereafter of the reason for such non-collection. When the Authority is notified by an owner or occupant whose Refuse has not been removed from his/her premises on that day and where no notice of non-collection or a change in collection schedule has been received by Authority from Service Provider, or Service Provider has failed to collect Refuse from the subject premises without cause as supported by notice as described herein, Service Provider will use all reasonable efforts to collect same on the day a collection order is issued by the Authority; however, should Service Provider fail to make such collection on the same day a collection order is issued by the Authority, Service Provider shall make such collection no later than the next scheduled service day and there shall be no charge to Service Provider for any such original non-collection or late collection so long as Service Provider makes such collection within such time.

SECTION 17. HOURS OF SERVICE

Hours of service shall be between 7:00 a.m. to 5:00 p.m., Monday through Friday for residential and commercial service. Service Provider will not be required to provide service on weekends and/or holidays except during natural disasters or

emergencies. Holidays for the purpose of this Agreement that the Service Provider may choose to observe shall be as follows:

New Years Day (January 1st)
Independence Day (July 4th)
Memorial Day
Labor Day
Thanksgiving Day
Christmas Day (December 25th)

SECTION 18. CUSTOMER SERVICE

The Authority agrees to field all inquiries and complaints from the citizens and businesses in respect to Municipal and Industrial Solid Waste collection and disposal. Service Provider and the Authority agree to show mutual cooperation in the resolution of any complaints. Service Provider will provide a primary contact and toll free phone number to City Hall.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS

The Service Provider shall comply with all applicable federal and state laws regarding collection, transportation, and landfill disposal of Municipal Solid Waste and Industrial Solid Waste, including existing and future laws which may be enacted as well as any regulations reasonably passed by the City (and not in derogation of this Agreement), and nothing in this Agreement shall be construed in any manner to abridge the right of the City to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Authority shall have the right to make reasonable inspections to ensure compliance.

SECTION 20. VEHICLES AND EQUIPMENT

Vehicles used by the Service Provider for the collection and transportation of Municipal Solid Waste and Industrial Solid Waste shall be protected at all times while in transit to prevent the blowing or scattering of Refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Service Provider's name in letters and/or numbers not less than two (2) inches in height. All collection vehicles shall be washed and deodorized weekly.

SECTION 21. DUE CARE

Due care and caution will be exercised by the Service Provider to protect and preserve public and private property including City streets and parking areas.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS

The Service Provider shall not deny employment to any persons for reason of race, creed, or religion, and will ensure that all federal and state laws pertaining to salaries, wages, and operating requirements will be met or exceeded. The Service Provider, its agents, servants, and employees shall conduct its business in a courteous, competent, and professional manner. The Service Provider shall be responsible for the actions of its agents, servants, and employees during the term of this Agreement while such persons are acting within the scope of their employment or agency.

SECTION 23. RATE ADJUSTMENT

A. The rates will be adjusted by Service Provider annually, but no sooner than for the month of July, beginning in 2010, and may increase or decrease in accordance with the Consumer Price Index ("CPI-U"). "CPI-U" as used herein shall mean the revised Consumer Price Index for all urban consumers, all items included, for the nearest available metropolitan area based on the latest available figures from the Department of Labor, Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this

Section 23.A. The amount of the increase or decrease under this Section 23.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

B. In addition to the rate adjustment provided for in Section 23.A. above, Service Provider shall have the right to petition the Authority for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in operating costs of Service Provider not otherwise the basis of any other rate adjustments herein. Service Provider shall have the right to petition the Authority for these unusual cost adjustments and shall provide the Authority with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment at the time of request. The Authority shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the Authority fails or refuses to consent to any such requested rate increase and the Service Provider can demonstrate that such rate increase is necessary to offset the Service Provider's increased costs in connection with performing the services under this Agreement not otherwise offset by any previous rate adjustments hereunder, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days written notice to the Authority.

C. The rates set forth in this Agreement reflect the current market diesel fuel price of \$2.40 per gallon. During the term of this Agreement, if the average monthly price of diesel fuel changes, the City agrees to furnish a fuel cost adjustment when diesel exceeds \$3.00 per gallon. Service Provider will furnish a fuel cost reduction when diesel is below \$1.50 per gal. The following formula will be used to calculate an adjustment or reduction when applicable;

$$\frac{11 \text{ hrs monthly} \times 5.5 \text{ gallons per hour} \times (\text{difference in cost}) \text{ of 2009 base price of Diesel fuel and current market price of Diesel fuel}}{=} \text{monthly fuel cost adjustment or reduction}$$

D. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the execution of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

E. This proposal is based on the premise that the Service Provider will dispose of the waste collected hereunder at an approved permitted landfill either owned by itself or some other entity. The Service Provider shall negotiate in good faith to minimize any rate increase requested by Landfill Operator or Provider due to increased rates at landfills not under the direct control of the Service Provider.

SECTION 24. INSURANCE COVERAGE

For the purpose of this Agreement, the Service Provider shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Workmen's Compensation,	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 aggregate

Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance, which may include coverage provided by the Service Provider's parent corporation. Service Provider shall upon request by the Authority, furnish to the Authority a certificate of insurance verifying the coverage specified in this paragraph.

SECTION 25. INDEMNITY

Service Provider assumes all risks of loss or injury to property or persons caused by any of its operations under this Agreement and Service Provider will indemnify and hold harmless the Authority and its agents, employees, directors and officers from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including but not limited to reasonable attorneys' fees) incident to any work done in the performance of this Agreement caused by a willful or negligent act or omission of the Service Provider, its officers and employees; provided, however, that the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, the Authority, their officers, agents, servants or employees.

SECTION 26. SAVINGS PROVISION

In the event that any term of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, this Agreement shall to the extent reasonably possible remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

SECTION 27. APPLICABLE LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

SECTION 28. TERMINATION

A failure upon the part of the Service Provider, its successors and assigns or, as applicable, the Authority to observe the terms and conditions of this Agreement shall, if continued or persisted in after due notice in writing from the Authority or, as applicable, from the Service Provider and due opportunity to observe this Agreement or to remedy nonobservance thereof within sixty (60) days of such notice, be grounds for the forfeiture and immediate termination of all rights under this Agreement, and the same shall be null and void.

SECTION 29. FORCE MAJEURE

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will only be suspended and the obligations hereunder excused until the condition preventing performance is remedied. Such cases shall include, but not be limited to, acts of God, acts of war, riot, flood, fire, explosion, sabotage, terrorism, accident, lack of adequate fuel, judicial or governmental laws, regulations (provided that neither party shall be required to settle a labor dispute against its own better judgment), or unusually severe weather.

SECTION 30. ACKNOWLEDGMENT

The parties acknowledge that the failure of Service Provider to collect and dispose of Municipal and Industrial Solid Waste in the City might damage the Authority in a way that could not be adequately compensated by monetary damages. The parties therefore agree that the breach or threat to breach of this obligation may appropriately be restrained by an injunctive order, granted by a court of appropriate jurisdiction.

SECTION 31. CUMULATIVE REMEDIES

Pursuit of the remedies described above shall not preclude pursuit of any other remedies provided in this Agreement or any other remedies provided by law, nor shall pursuit of any remedy provided in this Agreement constitute a waiver of any amount or performance due from Service Provider under this Agreement or of any damages accruing by reason of the violation of its term, provisions, and covenants. No waiver of any violations shall be deemed or construed to constitute a waiver of any other violation or other breach of any the terms, provisions, and covenants contained in this Agreement, and forbearance to enforce one or more of the remedies as provided on an event of default shall not be deemed or construed to constitute a waiver of such default or of any other remedy provided for in this Agreement.

SECTION 32. ATTORNEY'S FEES

If any legal action is brought by either of the parties hereto, it is expressly agreed that the prevailing party in such legal action shall be entitled to recover from the other party reasonable attorney's fees in addition to any other relief that may be awarded. For the purposes of this clause, the prevailing party is the party in whose favor a court of competent jurisdiction enters a final, nonappealable judgment or order. The court shall determine the amount of reasonable attorney's fees, and the trial of such action or in a separate action brought for that purpose. Attorney's fees awarded under the provisions of this paragraph shall be in addition to any other relief that may be awarded.

SECTION 33. AUTHORITY'S REPRESENTATIONS AND WARRANTIES

The Authority represents and warrants to the Service Provider that is has all requisite power and authority to execute this Agreement and all other agreements and documents contemplated hereby, and that this Agreement constitutes a valid and binding obligation of the Authority and will remain in full force and effect throughout the term stated in this Agreement and any extensions thereof.

SECTION 34. ACCEPTANCE

PASSED AND APPROVED BY THE PUBLIC WORKS AUTHORITY OF THE CITY OF BRADLEY, OKLAHOMA AT A MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF OKLAHOMA, AND ALL OTHER APPLICABLE LAWS THIS THE ____ DAY OF _____ 2009.

IESI OK Corporation
1105 N. Industrial
Chickasha, OK 73018

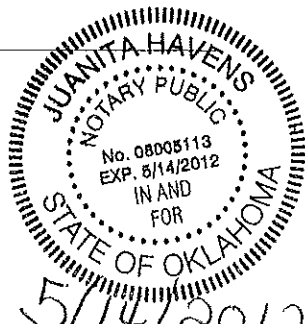
The Public Works Authority of Bradley, Oklahoma
P.O. Box 54
Bradley, Oklahoma 73011

BY: _____
Phil Smith
Vice President
IESI OK Corporation

BY: Donna Thornburg
Name: Donna Thornburg
Mayor, City of BRADLEY, OK

WITNESSED BY: _____

ATTEST: Juanita Harvins
Name: Charlene Brock
City Clerk





IESI OK Corporation

To the Citizens of Bradley, OK;

Bulky Waste Collection Program now available for all Residents.

This letter serves to inform you of the recent change in trash service in Bradley. Effective in the month of August, IESI will begin to pick up bulky items at your home, as well as, your regular house hold trash. Your regular trash collection with trash "placed inside your cart" will remain on Tuesday and ***the new bulk waste collection will be every Wednesday***. Please follow the information below for weekly bulky waste collection;

Examples of acceptable bulky items include old furniture such as chairs, tables, couches, recliners and lamps; white goods such as water heaters, clothes washers, clothes dryers, dishwashers, stoves, stereos, televisions, etc (excluding items that contain gaseous refrigerants); grass trimmings, leaves and debris bagged in no larger than 30-gallon bags; tree limbs, bundled, less than two (2) inches in diameter in lengths of no longer than 48 inches or exceeding 50 lbs; old clothing; and boxes and other packaging. Individual pieces of Bulky Waste will be limited by weight to 50 pounds. Volume of Bulky Waste to be collected will be limited to no more than a total of 3 (three) cubic yards per work order with a limit of 1 (one) such Bulky Waste work order per household per week.

This does not include the collection of Construction and Demolition Waste or any materials resulting from remodeling or petrusible waste.

Residents are asked to call our toll free number **(877) 592-5030** and speak to a Customer Care Person to request a bulky waste collection. This call must be placed before the Wednesday bulky collection day. ***Wednesday will be collection day for Bulky Waste in Bradley, OK, so you must call anytime prior to Wednesday to schedule your collection.*** Customers with questions and concerns regarding bulky waste collection are encouraged to speak with a Customer Care person which will answer all questions concerning this service.

The City will continue to bill you as always and effective in August your new pricing will be \$_____.

REVISED RATE STRUCTURE
EFFECTIVE AUGUST 1, 2009

CITY OF BRADLEY, OK

Residential

95 - Gallon Polycart W/ BULK SERVICE	New Rate: \$ -	\$13.95
2ND cart	New Rate: \$ -	\$6.00

Commercial

95 - Gallon Polycart	New Rate:	\$ 15.00
2 -Yard Dumpster	New Rate:	\$ 45.00
4-Yard Dumpster	New Rate:	\$ 85.00

Municipal Roll Off

Over 3 per year

New Rate: \$ 250.00 per haul up to 5 tons \$ 28.00 per ton over 5 tons