MCALLEN PUBLIC WORKS

City of McAllen - Public Works
Service Agreement / Application
Commercial Sanitation Services

Customer Information

Name (Personal or Business):

Authorized Person(s) :

Service Address: **Billing Address:**

City: **State:** **Zip Code:** **DL#:**

Phone: **Fax:** **E-mail:**

Contact Name: **Phone:**

Customer #: **Account #:**

Account Holder Type: ☐ Owner ☐ Tenant ☐ Realtor ☐ Contractor ☐ Alt. Payer

If business, please check one of the following and enter TAX ID #: (Must provide legal business documents)

Business Type: ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Incorporation or Corporation ☐ Limited Company (LTD) ☐ Partnership **TAX ID#:**

Service Request - Indicate Service Type

Place	Remove	Wash & Deodorize	Increase Pick-Ups	Decrease Pick-Ups	Extra Pick-Up	Shared Dumpster
☐	☐	☐	☐	☐	☐	☐

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	Delivery Address

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				
2	$93.10	$140.49	$186.22	$222.83	$253.92	$17.77	$66.02	$41.98	**$66.63 Per Day**
4	$177.74	$265.77	$350.41	$377.50	$480.77	$31.99	$66.02	$41.98	
6	$221.76	$331.79	$441.83	$551.86	$660.22	$42.64	$66.02	$41.98	
8	$294.55	$448.44	$589.11	$736.38	$883.65	$53.30	$74.49	$41.98	

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'

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Service Agreement

I. Purpose - The purpose of this service agreement is to ensure the public's health/welfare and compliance with City and State solid waste disposal policies and ordinances. Each customer MUST sign this agreement before McAllen Public Works begins solid waste collection services. The City of McAllen shall furnish the equipment and services that are necessary to collect, dispose of, and/or recycle all the customer's solid waste materials. The customer represents and warrants that the materials to be collected under this agreement will 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 at the customer's service address. Waste materials specifically exclude and the customer agrees not to deposit or permit the deposit or collection of industrial process waste, asbestos-containing material, petroleum contaminated soils, radioactive, volatile, corrosive, flammable, explosive, bio-medical, infectious, bio-hazardous, toxic or hazardous waste or material, or toxic substance, 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. Recycling containers are only for appropriate recycling contents also described in Chapter 90, Solid Waste. All collection bins must be made available for service on scheduled pick-up days and placed at least 3 feet away from each other and all obstructions.

II. RELEASE OF LIABILITY 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 the 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 driveway, 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 the private road, alley or driveway access; except that the undersigned shall have no such obligation to the City in the event that damages 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, and 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.

III. SERVICE & PAYMENT- 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 requests 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 withhold garbage collection service and/or remove refuse containers until all amounts due for garbage 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, compliance, capacity, or fractional use/billing of containers/services.

IV. SHARED CONTAINER / SHARED ACCOUNT BILLING - Customers participating in a shared commercial solid waste container or shared service arrangement acknowledge and agree that the cost of service may be divided among multiple participating accounts based on the number of active customers sharing the container and/or each customer's assigned percentage of service.
The monthly charge and/or percentage allocated to each participating customer is subject to adjustment at any time during the term of this Service Agreement when there is a change in the number of customers participating in the shared service arrangement. Such changes may include, but are not limited to, a participating business or tenant vacating the property, discontinuing service, establishing a new account, moving into the property, or otherwise being added to or removed from the shared service arrangement. If a participating account becomes vacant, closes, moves out, or otherwise discontinues service, the remaining active customers' billing percentages and charges may be recalculated to reflect their adjusted share of the service cost. Likewise, when a new customer is added to the shared service arrangement, the billing percentages and charges of the existing participating customers may be recalculated accordingly.
The customer acknowledges that these billing adjustments may occur without prior notice and do not constitute a change to the terms of this Service Agreement and do not require the execution of a new Service Agreement. By signing this agreement, the customer accepts responsibility for the applicable charges associated with their adjusted share of the service for as long as they participate in the shared container or shared service arrangement.
All charges remain subject to applicable City of McAllen ordinances, adopted rates, fees, and policies.

Acknowledgment and Authorization

Applicant Signature

City of McAllen Representative

Applicant Name (Print)

Employee Title & ID#

Applicant Address (Print)

P.U.B. Account #

Date

Date