

CITY OF MARGATE, FLORIDA

ORDINANCE NO. 2021-9

AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA PROVIDING FOR EXCLUSIVE FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES; PROVIDING FOR INCLUDING CERTAIN MULTIFAMILY DWELLINGS; PROVIDING FOR TERM OF AGREEMENT FROM FEBRUARY 1, 2022 THROUGH SEPTEMBER 30, 2029; PROVIDING FOR CITY'S OPTION TO RENEW FOR UP TO TWO ADDITIONAL TWO YEAR PERIODS; PROVIDING FOR CONTRACTOR'S EXCLUSIVE FRANCHISE AND EXEMPTIONS; PROVIDING FOR CONTRACTOR'S COLLECTION SERVICES; PROVIDING FOR CONTRACTOR'S RESPONSIBILITIES PRIOR TO COMMENCEMENT AND ROUTES; PROVIDING FOR CONTRACTOR'S SERVICES FOR THE CITY; PROVIDING FOR OPERATIONS DURING STORMS; PROVIDING FOR COLLECTION PROCEDURES; PROVIDING FOR LOCAL OFFICE; PROVIDING FOR COMPLAINTS; PROVIDING FOR MULTIFAMILY AND COMMERCIAL SOLID WASTE CONTRACTS; PROVIDING FOR COLLECTION CONTAINERS; PROVIDING FOR RATES, BILLING AND COLLECTIONS; PROVIDING FOR PAYMENTS TO THE CITY; PROVING FOR PAYMENTS TO THE CONTRACTOR; PROVIDING FOR TIPPING FEES AND ADMINISTRATIVE CHARGES, PROVIDING FOR CONTRACTOR'S VEHICLES, EQUIPMENT, AND PERSONNEL; PROVIDING FOR DESIGNATED FACILITIES AND OWNERSHIP OF WASTE MATERIALS, PROVIDING FOR RECORD KEEPING AND REPORTING, PROVIDING FOR TERMINATION AND DEFAULT; PROVIDING FOR GENERAL TERMS AND CONDITIONS; PROVIDING FOR INSURANCE, NOTICES AND MISCELLANEOUS PROVISIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate hereby grants an exclusive Franchise Agreement for Solid Waste and Recycling Collection Services within the City of Margate to Republic Services of Florida Limited Partnership d/b/a All Service Refuse, a copy of which is attached hereto as Exhibit "A".

1
2 SECTION 2: All ordinances or parts of ordinances in
3 conflict herewith are and the same is hereby repealed to
4 the extent of such conflict.

5 SECTION 3: If any section, sentence, clause, or phrase
6 of this ordinance is held to be invalid or
7 unconstitutional by a court of competent jurisdiction,
8 then said holding shall in no way affect the validity of
9 the remaining portions of this ordinance.

10 SECTION 4: It is the intention of the City Commission
11 that the provisions of this ordinance shall become and be
12 made a part of the City of Margate Code by reference.


13 SECTION 5: This ordinance shall become effective
14 immediately upon adoption at its second reading.

15 PASSED ON FIRST READING THIS 18TH day of AUGUST 2021.

16 PASSED ON SECOND READING THIS 25TH day of AUGUST 2021.

17 ATTEST:

18
19
20 
21 JOSEPH J. KAVANAGH
CITY CLERK

20 
MAYOR ARLENE R. SCHWARTZ

22 RECORD OF VOTE - 1ST READING RECORD OF VOTE - 2ND READING

23
24 Caggiano YES
25 Simone ABSENT
26 Ruzzano YES
27 Arserio YES
28 Schwartz YES

Caggiano YES
Simone YES
Ruzzano YES
Arserio YES
Schwartz YES

City of Margate
Franchise Agreement for Solid Waste and Recycling Collection Services

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1. DEFINITIONS

The following definitions shall be used herein:

- 1.1. Additional Waste shall refer to any Construction and Demolition Debris, tropical storm or hurricane related debris, Yard Waste, Recyclable Materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.
- 1.2. Agreement shall refer to this franchise agreement for solid waste and recycling collection services.
- 1.3. Applicable Law shall mean any local, state, or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement.
- 1.4. Biological Waste shall mean waste that causes or has the capability of causing disease or infection and includes Biomedical Waste, animals that died from disease, and other wastes capable of transmitting pathogens to humans or animals.
- 1.5. Biomedical Waste shall mean any solid or liquid waste which may present a threat of infection to humans, including, but not limited to, non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.
- 1.6. Building shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of people, chattel, or property.
- 1.7. Bulk Waste shall mean large items that are discarded by a Customer on their property as a result of normal housekeeping activities, which cannot be placed in a Garbage Cart because of its size, shape or weight. Bulk Waste includes, but is not limited to, white goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, and carpet. Bulk Waste specifically excludes Construction and Demolition Debris, Contractor Generated Waste, and Tires.
- 1.8. Business Day shall mean a calendar day, except Sunday and Holidays, from the inception to the conclusion of this Agreement.
- 1.9. City shall refer to the City of Margate either in reference to (a) the geographic area contained within the boundaries of the incorporated City or (b) the government of the City, acting through the City Commission or its designees.
- 1.10. City Manager shall mean the City's chief executive officer.
- 1.11. Collection shall mean both the process of picking up waste materials from Customers and the process of transporting and delivering the waste materials to the Designated Facility.
- 1.12. Collection Plan shall mean the written plan submitted by the Contractor, and approved by the City, that details how the Contractor will fulfill the requirements of this Agreement.
- 1.13. Commercial Customer shall mean the owner, occupant, tenant, or other Person having control of Commercial Property.

- 1.14. Commercial Property shall mean any real property, or portions thereof, located in the Service Area that is used for purposes other than a Dwelling Unit. Commercial Property includes, but is not limited to, property primarily used for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, service stations, etc.; (b) institutional purposes, such as governmental offices, churches, hospitals, schools, etc.; and (c) not-for-profit organizations. Motels, hotels, guest houses, and Dwelling Units other than single family and multi-family Dwelling Units that are rented or leased for periods of time shorter than a week shall be considered Commercial Property.
- 1.15. Commercial Non-Municipal Solid Waste shall mean construction and demolition debris, Class III commercial waste, and hazardous waste, as defined by Florida Statute, generated by a Commercial Customer.
- 1.16. Commercial Waste shall refer to waste, refuse, Garbage, Trash, and rubbish generated within the City, excepting therefrom Residential Waste as defined herein and that is capable of being processed at the Designated Facility for Solid Waste, but shall not include Additional Waste, Recyclable Material that is Source Separated and recycled, or Unacceptable Waste.
- 1.17. Commingled Waste shall refer to Bulk Waste and Yard Waste that has been placed at the curb together in a single pile.
- 1.18. Compactor shall mean a stationary or mobile mechanism that is used to compact Solid Waste in a Mechanical Container.
- 1.19. Construction and Demolition Debris shall mean, as defined in F.A.C. 62-701.200 (25) as amended from time to time, discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with the best management practices of the construction and demolition industries. Mixing construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
- 1.20. Container shall refer to any receptacle used by Customers for the collection of Solid Waste or Recyclable Materials.
- 1.21. Contaminated recyclable material is: 1. any item placed in a recycling cart that is not expressly accepted as Recyclable Material or 2. any accepted Recyclable Material that is soiled or contains food and/or liquid waste.
- 1.22. Contract Administrator shall mean the Director of the City department, or their designee, that the City Manager has assigned to be responsible for the administration of this Agreement.
- 1.23. Contract Year shall refer to each twelve-month period, from October 1 to September 30, of this Agreement and any extensions. The first Contract Year shall refer to the period from the commencement of this Agreement through September 30, 2029.
- 1.24. Contractor shall refer to Republic Services of Florida Limited Partnership d/b/a All Service Refuse

- (the entity awarded this Agreement).
- 1.25. Contractor Generated Waste shall mean all waste generated by an individual or company hired by a resident or business to provide a service. This is inclusive of, but not limited to, all work and waste related to construction and demolition activities, remodeling, landscaping, tree trimming, roofing, etc.
 - 1.26. Curbside shall mean Collection service in which customers are required to place their containers immediately behind the curb or curb line where there is no curb.
 - 1.27. Customer shall mean, depending on the context, a Commercial Customer, a Multifamily Solid Waste Customer, a Multifamily Recycling Customer, a Residential Solid Waste Customer, a Residential Recycling Customer, all, or any combination thereof.
 - 1.28. Designated Facility shall mean the facility or facilities designated by the City for the recycling or disposal of all Waste Streams collected pursuant to this Agreement.
 - 1.29. District Manager shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.
 - 1.30. Duplex shall mean and include a detached Building containing exactly two (2) Dwelling Units where no portion of a Dwelling Unit is located on top of any portion of another Dwelling Unit.
 - 1.31. Dwelling Unit shall mean any type of structure or Building, or portion thereof, intended for or capable of being utilized for residential occupancy. A Dwelling Unit includes, at minimum, a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures.
 - 1.32. Electronic Equipment shall mean electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.
 - 1.33. Excessively Contaminated shall refer to Recyclable Materials that are placed in a Recycling Container in which more than ten (10) percent of the materials by weight or volume, whichever applies, are Non-Conforming Materials.
 - 1.34. Expedited Supplemental Commingled Waste Collection shall refer to Supplemental Collection of Commingled Waste from Residential Solid Waste Customers that is to be collected by the Contractor no later than twenty-four (24) hours after payment is received.
 - 1.35. Food Waste shall mean pre-consumer non-protein food limited to bakery goods, vegetables, decorative flowers, cereals, and similar items that have exceeded their expiration dates, have defects, or are otherwise not suitable for sale. Meat products, dairy products, and other protein products are excluded.
 - 1.36. Food Service Establishment shall mean any commercial supermarket, grocery store, or bakery that generates Food Waste.
 - 1.37. Franchise Fee shall mean the fee paid by the Contractor for the use of the streets, alleys, bridges, easements, and other public places in the City along with the right and privilege to provide Collection services in accordance with this Agreement.
 - 1.38. Garbage shall mean, as defined in F.A.C. 62-701.200 (34) as amended from time to time, all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
 - 1.39. Garbage Cart shall mean the Contractor provided container that has wheels and a lid that is

intended to be used as a container for Garbage and Trash and able to be collected by an automated or semi-automated collection vehicle.

- 1.40. Garbage Can shall mean any commonly available light gauge steel or plastic container with a tightly fitting lid that is intended for use as a container for Garbage and Trash.
- 1.41. Generation Factor shall mean either the weight of material per cubic yard or the annual weight of material per household, as applicable, assigned to a particular Waste Stream.
- 1.42. Hazardous Materials shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Materials includes any material or substance identified as a hazardous waste, hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes, or other Applicable Law.
- 1.43. Holiday shall mean a day when the Contractor would normally be required to provide Collection services but, pursuant to this Agreement, does not need to provide Collection services. The only Holiday is Christmas Day (December 25), unless the City and Contractor mutually agree to add additional Holidays.
- 1.44. Holiday Tree shall mean a live tree that is used indoors in conjunction with the celebration of a religious or non-religious holiday.
- 1.45. Household Hazardous Waste shall mean Hazardous Materials that are leftover as a result of use in residential applications.
- 1.46. Individually Metered shall mean a single Dwelling Unit which is metered by the City for water and sewer services.
- 1.47. Industrial Waste shall mean solid waste generated by manufacturing or industrial processes that is not a Hazardous Materials. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
- 1.48. Land Clearing Debris shall mean rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing of land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not related directly to a construction project.
- 1.49. Legitimate Complaint shall mean any complaint by a Customer or the City in a case where the applicable requirements of this Agreement regarding Collection services were not satisfied by the Contractor. Legitimate Complaints include, but are not limited to: missed Collections set out

timely by Customer; failure to respond to a complaint in compliance with this Agreement; mishandling of waste or collection Containers; failure to maintain vehicles, equipment, or collection Containers; damage to public or private property; failure to pick up litter; discourteous treatment of Customers; failure to pick up litter; and fluids leaking from vehicles.

- 1.50. Legitimate Missed Pickup shall mean any instance when a Customer reports their waste as not collected as scheduled and the Contractor does not provide camera footage, or other documentation that is acceptable to the City, which evidences the Customer's cart/waste materials was not timely placed curbside in order for the Contractor to collect Customer's waste material.
- 1.51. Load shall mean the Solid Waste, Bulk Waste, Yard Waste, Recyclable Materials, or other cargo that is collected and transported in a collection vehicle.
- 1.52. Manual Solid Waste Collection shall mean Solid Waste Collection service for Residential Solid Waste Collection Customers in which Customers utilize Garbage Cans and securely-tied garbage bags for the Proper Placement of their Solid Waste. Customer Containers shall be limited to thirty-two (32) gallons in volume and forty (40) pounds when full.
- 1.53. Mechanical Container shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's property with mechanical equipment, and used for the Collection of Solid Waste or Recyclable Materials.
- 1.54. Multifamily Collection Service shall mean, depending on context, the Collection of Solid Waste, Bulk Waste, and/or Recyclable Materials from Multifamily Recycling Customers and Multifamily Solid Waste Customers pursuant to this Agreement.
- 1.55. Multifamily Recycling Customer shall mean all Persons on the Multifamily Recycling Customer List that receive or should receive Multifamily Collection Service for the Collection of Recyclable Materials. All Buildings with five (5) or more Dwelling Units; Buildings in which any portion of a Dwelling Unit is located on top of any portion of another Dwelling Unit; Rowhomes (where each Rowhome does not have its own private driveway); recreational vehicle parks; and all Dwelling Units located in mixed-use Buildings that are located in the Service Area and receive certificates of occupancy during the term of this Agreement shall be considered Multifamily Recycling Customers and shall be added to the Multifamily Recycling Customer List.
- 1.56. Multifamily Recycling Customer List shall mean the list provided by the City, as amended, that identifies the Buildings and Dwelling Units that are to receive Multifamily Recycling Collection Service from the Contractor.
- 1.57. Multifamily Solid Waste Customer shall mean all Persons on the Multifamily Solid Waste Customer List that receive or should receive Multifamily Collection Service for the Collection of Solid Waste. All Buildings with five (5) or more Dwelling Units; Buildings in which any portion of a Dwelling Unit is located on top of any portion of another Dwelling Unit; Rowhomes (where each Rowhome does not have its own private driveway); recreational vehicle parks; and Dwelling Units in mixed-use Buildings that are located in the Service Area and receive certificates of occupancy during the term of this Agreement shall be considered Multifamily Solid Waste Customers and shall be added to the Multifamily Solid Waste Customer List.
- 1.58. Multifamily Solid Waste Customer List shall mean the list provided by the City, as amended, that identifies the Buildings and Dwelling Units that are to receive Multifamily Solid Waste Collection

from the Contractor.

- 1.59. New Commercial Customer shall mean a Commercial Customer which commences service with the Contractor and did not previously have service with the Contractor
- 1.60. New Multifamily Customer shall mean a Multifamily Solid Waste Customer and/or Multifamily Recycling Customer which commences service with the Contractor and did not previously have service with the Contractor.
- 1.61. New Residential Customer shall mean a Residential Solid Waste Customer and/or Residential Recycling Customer who purchased their residence within the past sixty (60) days. Tenants of rental properties are not considered New Residential Customers.
- 1.62. Non-Collection Notice shall mean a form approved by the City that is placed on a customer's waste when the Contractor does not collect said waste due to non-compliance with proper placement procedures. Said form shall indicate the reason the waste was not collected by the Contractor.
- 1.63. Non-Collection Procedure shall mean the procedure, as outlined in Section 10.4.2, the Contractor is to follow when any waste that is placed for Collection by a customer is not collected by the Contractor.
- 1.64. Non-Conforming Material shall mean any material placed in a Recycling Cart that is not Recyclable Material.
- 1.65. Person shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any City or municipality; and any governmental agency of any state or the federal government.
- 1.66. Primary Fleet shall mean all of the Contractor's Collection vehicles that are not considered Reserve Vehicles that are used to fulfill the Contractor's responsibilities per the terms of this Agreement. This includes any sub-contractor vehicles used to meet Contractor's responsibilities.
- 1.67. Processing Fee shall mean a fee that must be paid for the processing (sorting, handling, bundling, transforming, etc.) of a Waste Stream.
- 1.68. Proper Placement (and Properly Placed) shall mean a Container, Bulk Waste, Yard Waste, or Recyclable Material that is placed for Collection by the Customer in accordance with the specifications for the particular Waste Stream as outlined in this Agreement.
- 1.69. Quadplex shall mean and include a detached Building containing exactly four (4) Dwelling Units where no portion of a Dwelling Unit is located on top of any portion of another Dwelling Unit.
- 1.70. Recyclable Materials shall mean those materials that are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste and which are limited to, per the definition of recovered materials in F.S. 403.7046, paper, metal, plastic, glass, textiles, and rubber products that are Source Separated, the materials identified in Section 7.2.3., and any additional materials as agreed upon per Section 7.2.4.
- 1.71. Recycling Container shall mean any Contractor provided receptacle that is intended to be used as a container for Source Separated Recyclable Materials.
- 1.72. Recycling Cart shall mean the Contractor provided or City-owned container that has wheels and a lid that is intended to be used as a container for Source Separated Recyclable Materials.

- 1.73. Reserve Vehicles shall mean the Contractor's vehicles that are used solely to temporarily replace or fill-in for a vehicle that has broken down or is unable to complete its route as scheduled.
- 1.74. Residential Collection Service shall mean the Collection of Solid Waste, Bulk Waste, Yard Waste, and/or Recyclable Materials, as it may apply, from Residential Recycling Customers and Residential Solid Waste Customers pursuant to this Agreement.
- 1.75. Residential Recycling Customer shall mean all Persons on the Residential Recycling Customer List that receives or should receive Residential Collection Service. All Single Family Residences; Rowhomes (where each Rowhome has its own private driveway); mobile home pads; and each Dwelling Unit located in a Duplex, Triplex, and Quadplex that are located in the Service Area and receive certificates of occupancy during the term of this Agreement shall be considered Residential Recycling Customers and shall be added to the Residential Recycling Customer List.
- 1.76. Residential Recycling Customer List shall mean the list provided by the City, as amended, that identifies the Dwelling Units that are to receive Residential Recycling Collection from the Contractor.
- 1.77. Residential Solid Waste Customer shall mean all Persons on the Residential Solid Waste Customer List that receive or should receive Residential Collection Service. All Single Family Residences; Rowhomes (where each Rowhome has its own private drive); mobile home pads, and each Dwelling Unit located in a Duplex, Triplex, and Quadplex that are located in the Service Area and receive certificates of occupancy during the term of this Agreement shall be considered Residential Solid Waste Customers and shall be added to the Residential Solid Waste Customer List.
- 1.78. Residential Solid Waste Customer List shall mean the list provided by the City, as amended, that identifies the Dwelling Units that are to receive Residential Solid Waste Collection from the Contractor.
- 1.79. Residential Recyclable Materials shall mean Source Separated Recyclable Materials collected by the Contractor from Residential Solid Waste Customers and Multifamily Solid Waste Customers.
- 1.80. Residential Waste shall refer to waste, refuse, Garbage, Trash and rubbish generated within the Service Area from Residential Solid Waste Customers and that is capable of being processed at the Designated Facility for Solid Waste, but shall not include Additional Waste, Residential Recyclable Material, or Unacceptable Waste.
- 1.81. Roll-Off Container shall mean a large metal container used for the Collection of Solid Waste or Recyclable Materials, which is rolled-off of a vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste management facility.
- 1.82. Route Supervisor shall mean the Contractor's employee that is responsible for supervising the Contractor's Collection services in the City.
- 1.83. Rowhome shall mean a Dwelling Unit that shares a common wall with another Dwelling Unit and occupies the full frontage line (also known as townhouses and villas). A list of Rowhomes will be provided to the Contractor by the City and amended as needed.
- 1.84. Scheduled Collection Day shall mean the day when the Contractor is scheduled to provide a Collection for a Customer for Recyclable Materials or other components of Residential Waste.

- 1.85. Secure Document Shredding shall mean services provided that shred paper documents in such a manner that the information on the documents is effectively destroyed and kept confidential.
- 1.86. Service Area shall mean the area as defined in Section 2.1 for which the Contractor is responsible for providing all services as described in this Agreement.
- 1.87. Side Door Service shall mean the Collection of Solid Waste and/or Recyclable Material from a Residential Solid Waste Customer's and/or Residential Recycling Customer's side yard, back yard, or other location that is not Curbside.
- 1.88. Single Stream shall mean a recycling process that allows for Recyclable Materials to be collected commingled, with no sorting required by residents, businesses, or haulers.
- 1.89. Sludge shall mean a solid waste pollution control residual which is generated by any industrial or domestic wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilet or related operation, or any other such waste having similar characteristics. Sludge may be a solid, liquid, or semisolid waste but does not include the treated effluent from a wastewater treatment plant.
- 1.90. Solid Waste shall mean Garbage, Trash, and any other waste material that is accepted at the Designated Facility for Solid Waste. Additional Waste and Unacceptable Waste shall not be considered Solid Waste.
- 1.91. Source Separated shall mean Recyclable Materials that are separated from Garbage and Trash at the location where the recyclable materials are generated. Recyclable materials shall not be considered source separated if they are placed in the same container as Garbage and Trash or the Container has more than 10% by weight or volume of materials other than Recyclable Materials.
- 1.92. Subcontractor shall mean the Subcontractors provided in Contractor's bid response and any approved Subcontractor by the City after receipt of Contractor's bid response.
- 1.93. Supplemental Collection shall mean the Collection of Construction and Demolition Debris, Bulk Waste, or other materials, in response to a Customer's request, at times other than the Scheduled Collection Day or in quantities that are greater than the amounts authorized herein for Collection on the Scheduled Collection Day. However, Supplemental Collection shall not be utilized for the Collection of Solid Waste.
- 1.94. Tipping Fee shall mean a fee that must be paid for the disposal of a Waste Stream.
- 1.95. Tire shall mean discarded automotive, motor vehicle, and trailer tires, including rims.
- 1.96. Trash shall mean accumulations of paper, magazines, packaging containers, sweepings, and all other accumulations of a nature other than Garbage, Yard Waste, and Household Hazardous Waste, which is usual to the operation of a residence. Additional Waste, Unacceptable Waste, and Construction and Demolition Debris shall not be considered Trash.
- 1.97. Triplex shall mean and include a detached Building containing exactly three (3) Dwelling Units where no portion of a Dwelling Unit is located on top of any portion of another Dwelling Unit.
- 1.98. Unacceptable Waste shall refer to: (a) Hazardous Materials, (b) lead-acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) untreated biomedical waste, (i) Biological Waste, (j) appliances containing chlorofluorocarbons (CFC's), (k) Biomedical Waste, or (l) items of waste that the Contractor reasonably believes would likely pose a threat to health or safety or the acceptance and disposal

of which may cause damage to the Designated Facility for Solid Waste or that Contractor is not legally permitted to collect or which the Designated Facility cannot accept.

1.99. Waste Stream shall mean any of the following types of waste, depending on the application: Solid Waste, Bulk Waste, Yard Waste, Recyclable Materials, Unacceptable Waste, Additional Waste, and any other type of waste generated by a Person.

1.100. Yard Waste shall mean all vegetative matter resulting from landscaping maintenance which is no larger than eight (8) inches in diameter and no longer than six (6) feet in length at its longest point. This includes, but is not limited to, shrub and tree trimmings, grass clippings, palm fronds, and tree branches. Yard Waste must be generated by the Residential Solid Waste Customer at the Dwelling Unit wherein the Yard Waste is collected.

2. CONTRACTOR'S FRANCHISE

2.1. Service Area

The Service Area includes all of the land located within the municipal limits of the City. A map of the City's current municipal limits can be found in Exhibit 1. Should lands be added or removed through annexation, the Contractor shall commence servicing newly annexed areas within twenty-four (24) hours of the completion of the annexation with a thirty (30) days official written notification by the City. If land is removed from the City, the Contractor shall cease servicing these areas within twenty-four (24) hours after official written notification by the City. There will be no change to the rates set forth in this Agreement for any additions or deletions of service due to changes in the Service Area.

2.2. Customer Lists

The City shall provide to the Contractor the following customer lists for the following types of Customers: Residential Solid Waste Customers, Residential Recycling Customers, Multifamily Solid Waste Customers, and Multifamily Recycling Customers. The City shall maintain these lists and provide any additions, deletions, or changes to the Contractor. The City shall also include a list breakdown of Customers that are billed by the City and what Customers shall be billed by Contractor. The Contractor shall notify the City if they locate a Residential Solid Waste Customer, a Residential Recycling Customer, a Multifamily Solid Waste Customer, and/or a Multifamily Recycling Customer that is, or should be, receiving Residential Collection Services or Multifamily Collection Services and is not on the Customer List for the appropriate service. The Contractor shall be responsible for creating and maintaining a list of Commercial Customers. The Contractor shall make this list available to the City upon request.

2.3. Exclusive Franchise

The City grants to the Contractor the exclusive right and obligation to provide the Collection of Solid Waste for Residential Solid Waste Customers, Multifamily Solid Waste Customers, and Commercial Customers and the Collection of Source Separated Recyclable Materials from Residential Recycling Customers and Multifamily Recycling Customers within the Service Area, subject to the limitations and conditions set forth herein. The Contractor shall perform the obligations of collecting all waste materials covered by this Agreement through any recognized subsidiary or division of the Contractor. All such subsidiaries or divisions shall be registered with the office of the City Clerk.

2.4. Exceptions to Franchise

2.4.1. Commercial Recyclable Materials

The Contractor shall not have the exclusive right to collect Source Separated Recyclable Materials (which includes Source Separated Food Waste from Food Service Establishments as defined herein) from Commercial Customers. However, the Contractor shall retain the

exclusive right to collect commercial Containers in which more than ten percent (10%) of the materials deposited are not Recyclable Materials. The City has implemented a Commercial Recovered Material Hauler Registration Program and the Contractor shall register with the City as a registered commercial recovered materials hauler and comply with all terms of said registration program.

2.4.2. Commercial Non-Municipal Solid Waste

The Contractor shall not have the exclusive right to collect Commercial Non-Municipal Solid Waste. The City may grant to any other Person a non-exclusive franchise to collect this Waste Stream. To collect this Waste Stream, the Contractor shall apply for a non-exclusive franchise and comply with all terms of said agreement.

2.4.3. Residential Construction and Demolition Debris

The Contractor shall not have the exclusive right to collect Construction and Demolition Debris from residentially zoned properties. The City may, at its option, require that any Person desiring to collect this Waste Stream obtain a non-exclusive franchise. Should the City begin requiring a non-exclusive franchise for the Collection of residential Construction and Demolition Debris, and the Contractor wishes to collect this waste stream, the Contractor shall apply for, and comply with all terms of, said non-exclusive franchise.

2.4.4. Residential and Multifamily Bulk and Yard Waste

The Contractor shall not have the exclusive right to collect Bulk Waste and Yard Waste except for Bulk Waste and Yard Waste that is Properly Placed by Customers for Collection pursuant to this Agreement.

2.4.5. Owner-Occupied Multifamily Community Solid Waste and Recyclable Materials

The Contractor shall not have the exclusive right to collect Solid Waste and Recyclable Materials from owner-occupied multifamily communities unless the community is included on the Multifamily Solid Waste Customer List and/or the Multifamily Recycling Customer List. Communities which are not included on either list shall be provided the option to join the exclusive franchise for the Collection of Solid Waste and/or Recyclable Materials. If so opted, the Customer shall be provided such services per the terms of this Agreement and shall execute a form agreement provided by the City that confirms the Customer's desire to join the franchise. Any such agreement shall include wording that notifies the Customer that inclusion in the exclusive franchise is permanent and will extend beyond the terms of this Agreement. The Contractor shall notify the City of any Customers which desire to be included in the exclusive franchise and provide the City with an original copy of the agreement between the Customer and Contractor.

2.4.6. Other Waste

The Contractor shall not have the exclusive right to collect Unacceptable Waste, Hazardous Waste, Industrial Waste, Sludge, and Land Clearing Debris nor shall the Contractor have the exclusive right to services and types of waste that are not explicitly addressed under this Agreement.

3. TERM OF AGREEMENT

3.1. Initial Term of Agreement

This Agreement shall commence on February 1, 2022, and shall expire at 12:00 Midnight on September 30, 2029, unless terminated earlier.

3.2. City's Option to Renew Agreement

At the end of the initial term and at the end of each renewal period (if any) of this Agreement, the City shall have the option to renew this Agreement for up to two (2) additional two (2) year periods.

Should the City wish to renew this Agreement, it will notify the Contractor of its intent to renew the Agreement at least one hundred and eighty (180) days prior to the expiration of the current term of this Agreement in writing. The cumulative duration of this Agreement, including renewals, shall not exceed twelve (12) years. Should the Contractor not wish to have this Agreement renewed, the Contractor shall notify the City in writing at least three hundred and sixty-five (365) days prior to the expiration of the initial term of this Agreement or any renewal.

3.3. Extension Beyond Expiration of Agreement

At the City's option, this Agreement may be extended up to an additional one hundred and eighty (180) days beyond the expiration of the current term. The City shall notify the Contractor at least ninety (90) days prior to the expiration of the current term if it requires an extension. The terms of this Agreement shall remain in full effect and be unchanged during this extension period.

4. CONTRACTOR'S RESPONSIBILITIES PRIOR TO COMMENCEMENT

4.1. Contractor's Transition Plan

Contractor shall draft a written transition plan (the "plan") to aid in the transition from the current franchise agreement to this Agreement. This plan is intended to ensure that there is no disruption in service for the residents and businesses within the City and shall be subject to the Contract Administrator's approval. All parts of this plan shall be submitted to the Contract Administrator no later than sixty (60) days (unless otherwise stated below) prior to commencing services as set forth in this Agreement. At minimum, the plan shall include:

- 4.1.1.A detailed Collection Plan identifying how the Contractor will approach collecting all waste items per this Agreement. This plan shall include the year/make/model of equipment and the number of personnel the Contractor is proposing to utilize.
- 4.1.2. Proof that adequate personnel are available to service the City on the effective date of this Agreement. This shall include any required back-up personnel.
- 4.1.3. One hundred and eighty (180) days prior to commencement of this Agreement, proof that all necessary equipment, including back-up equipment, are available or have been ordered. However, if Contractor opts to use non-Primary Fleet or rental vehicles, during the initial period of the Agreement, the Contractor's Primary Fleet shall be in place and operational no later than nine (9) months after the execution of the Agreement.
- 4.1.4. The Contractor shall provide a detailed plan identifying how the Contractor will deliver and/or exchange the Containers necessary to provide Collection services to the residents and businesses of the City. This shall include specific dates as to when the Contractor intends to order and begin delivery of any carts, dumpsters, and compactors.
- 4.1.5. Name(s) and phone number(s) of Contractor's personnel responsible for management of this Agreement and supervisor(s) responsible for the daily operations for Collection services in the City.
- 4.1.6. Upon the review and approval of the Contract Administrator, Contractor shall mail a minimum of one (1) notification between ten (10) and fifteen (15) days prior to commencing its services, to residents and businesses regarding Collection services provided by the Contractor. The mailing shall also include information on vendor change (if any), additional services offered but not necessarily by the Contractor (i.e. HHW drop-off), and any changes to Collection services (e.g. Scheduled Collection Days, carts, materials allowed/disallowed, placement at curb, cart options, etc.).

5. ROUTES FOR CONTRACTOR'S COLLECTION SERVICES

5.1. Routes

Contractor shall establish collection routes and schedules to satisfy the requirements of this Agreement and to maximize the efficiency of the Contractor's operations. Contractor's routes established under this Agreement shall only include locations to be serviced pursuant to this Agreement and shall not include any locations from outside the Service Area. The Contractor shall submit its proposed routes and schedules to the Contract Administrator for approval with its Collection Plan. The Contractor shall make its best effort to utilize existing routes where possible. Once approved, the Contractor shall provide its Collection service in accordance with the approved routes and schedules in the Collection Plan.

5.2. Schedules for Twice Weekly Service

Wherever the Contractor is required to provide a Collection service twice per week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart unless otherwise approved by the Contract Administrator.

5.3. Changes to Schedules and Routes

Contractor shall not make any changes to the City-approved schedules and routes without obtaining the Contract Administrator's approval that shall not be unreasonably withheld. To obtain approval for any schedule and route change, Contractor shall submit to the Contract Administrator all proposed changes at least thirty (30) calendar days prior to the proposed implementation of such changes. If the proposed changes are approved and affect Customers' Scheduled Collection Days, the Contractor shall provide all affected customers with written notice of the change at least fourteen (14) calendar days prior to the implementation of the change. The Contract Administrator shall approve of any such notices, including distribution method, prior to distribution to Customers.

5.4. Holiday Schedules

Should a Customer's Scheduled Collection Day fall on a Holiday, for Residential Solid Waste and Recycling Customers Contractor may provide the Collection service(s) that were scheduled for that day on that Customer's next Scheduled Collection Day; for Multifamily Solid Waste and Recycling Customers and Commercial Customers the Contractor shall schedule to provide the Collection services the day before or after a Holiday. However, Contractor shall notify any affected Customers pursuant to Section 5.3 above.

5.5. Notice of Temporary Delays

Contractor shall notify the Contract Administrator as soon as practical, but no longer than two (2) hours, after the occurrence of an event (e.g. disabled vehicle, accident, etc.) that may cause delays in the Contractors normal collection schedule.

5.6. No Excused Delays Due to Fluctuations in Quantities of Waste Streams

It is anticipated that the quantity of Solid Waste, Recyclable Materials, Yard Waste, and Bulk Waste may fluctuate throughout the year and from year to year. These fluctuations shall not justify or excuse the Contractor from completing their Collections in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all materials that are Properly Placed for Collection on Scheduled Collection Days regardless of any fluctuations in the amount of that material.

6. HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

6.1. Collection Days and Times

Contractor shall only conduct Collection operations Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. Contractor shall not operate within the Service Area outside of these hours without the express written approval of the Contract Administrator. If the City receives

complaints about noise or disturbance caused by the Contractor's Collection services at a particular location, the Contract Administrator may reasonably restrict the times for the Contractor's Collection services at that location, without increasing the Contractor's rates.

6.2. Exceptions

6.2.1. Emergencies

Should a one-time, unexpected situation arise, Contractor may make a written request to the Contract Administrator for permission to operate outside the allowable days and times specified in above in Section 6.1. Requests shall include the reason for the request, the affected area(s), and the anticipated time of completion. If the request is granted, Contractor shall only be able to operate until the anticipated time of completion as stated in the written request to the City. Should the Contractor require additional time beyond the original request, Contractor shall submit a written request for extension.

6.2.2. Withdrawal of Extended Hours

If extended operating hours are granted, the Contract Administrator can withdraw such permission at any time and the Contractor shall cease operating outside the normal permissible hours, as specified in Section 6.1, immediately upon withdrawal notification from the City.

7. CONTRACTOR'S COLLECTION SERVICES

7.1. Solid Waste Collection

7.1.1. Customers to Receive Service

All Residential Solid Waste Customers, Multifamily Solid Waste Customers, and Commercial Customers shall be provided Solid Waste Collection by the Contractor.

7.1.2. Materials to be Collected

Garbage, Trash, and any other refuse which is accepted by the Designated Facility for Solid Waste except Unacceptable Waste, Biomedical Waste, Biological Waste, Sludge, dead animals, and any other material that the Contractor is not legally permitted to collect or which the Designated Facility for Solid Waste cannot accept. The Contractor shall not be required to collect any waste that presents a danger or risk of injury to the individual(s) collecting the waste. In addition, Contractor shall not be required to collect Additional Waste or any Contractor Generated Waste with this Waste Stream.

7.1.3. Method of Collection

For all Residential Solid Waste Customers, the Contractor shall collect all Solid Waste that is Properly Placed by Customers in Contractor provided and maintained Garbage Carts. Contractor shall utilize vehicles which are capable of collecting Contractor provided Garbage Carts in a fully-automated manner.

For all Multifamily Solid Waste Customers and Commercial Customers, the Contractor shall collect all Solid Waste that is Properly Placed by Customers in Contractor provided and maintained Mechanical Containers or Customer-owned Compactors (as long as they are compatible with the Contractor's vehicles) using appropriate vehicles capable of servicing such Containers. Contractor shall, at the request of the Customer, provide the Customer with a locking Container to prevent unauthorized dumping of materials. The Contractor may elect to charge the Customer a reasonable (as determined by the Contract Administrator), additional one-time fee for the locking Container. In certain circumstances Multifamily Solid Waste Customers and Commercial Customers may utilize 95-gallon Garbage Carts for the Collection of Solid Waste. However, the Contractor shall obtain the Contract Administrator's approval

prior to providing Garbage Carts to Multifamily Solid Waste Customers and Commercial Customers.

7.1.4. Level of Service

For all Customers with Garbage Carts, the Contractor shall collect each Customer's Solid Waste twice per week.

For all Customers with Mechanical Containers, Contractor and Customer shall mutually agree upon the number, size, and frequency of Collection of Mechanical Container(s). However, the Mechanical Container(s) will be appropriately sized so that all Solid Waste to be placed in the Container(s) between Scheduled Collection Days is contained within the Container(s) such that their lid(s) may fully close. For Multifamily Solid Waste Customers and Commercial Customers who dispose of Garbage or otherwise putrescible waste, Collection shall occur, at minimum, twice per week. For Commercial Customers that do not dispose of Garbage or otherwise putrescible waste, Collection shall occur, at minimum, once per week. However, for Customers that utilize sealed Compactors for Solid Waste, Collection may occur on an as-needed basis.

7.1.5. Proper Placement of Solid Waste by Solid Waste Customers

Customers with Garbage Carts shall place all of their Solid Waste inside the Contractor provided Garbage Carts so that the lids may completely close. The Garbage Carts shall be placed Curbside by 7:00 a.m. on their Scheduled Collection Day with the attachment bar facing the street and at least three (3) feet from other objects on all sides of the Garbage Cart. Customers shall also ensure that there are no objects or obstructions in front of the Recycling Cart and no items placed on top of the Recycling Cart when placed Curbside.

Full Garbage Carts shall, at maximum, contain the lesser of one hundred fifty (150) pounds of materials or the maximum capacity of the Garbage Cart.

Customers with Mechanical Containers shall place all of their Solid Waste inside the Mechanical Containers so that the lids may completely close. Customers shall ensure that the Contractor's vehicles are able to access the Mechanical Containers on Scheduled Collection Days.

7.1.6. Collection Following Holidays

For Residential Solid Waste Customers, on the first Scheduled Collection Day following a Holiday for which Solid Waste was not collected, the Contractor shall also collect all Solid Waste that is set out in Garbage Cans and/or heavy-duty securely tied plastic garbage bags. For example, if Christmas Day falls on a Monday and there is no Collection on Christmas Day; Customers that did not receive their regular Monday Solid Waste Collection shall be permitted to place Solid Waste into Garbage Cans and/or heavy-duty securely tied garbage bags on their next Scheduled Collection Day and Contractor shall collect the additional Solid Waste that is placed outside of the Contractor provided Garbage Carts.

For Multifamily Solid Waste Customers and Commercial Customers, should a Customer's Scheduled Collection Day fall on a Holiday for which Solid Waste is not collected, the Contractor shall schedule with the Customer for their Solid Waste to be collected either the day before or the day after the Holiday.

7.1.7. Supplemental Solid Waste Collection

Contractor shall provide, upon written request from the City or Customer, unscheduled Collection of Solid Waste to Multifamily Solid Waste Customers and Commercial Customers based on the Rates set forth in Exhibit 2 for Supplemental Solid Waste Collection. Contractor shall be solely responsible for billing and collecting payment directly from Customers for all

unscheduled Solid Waste Collections.

7.2. Recyclable Materials Collection Service

7.2.1. City's Option

This service, while optioned initially, may be cancelled by the City with a ninety (90) day written notice to the Contractor. If so cancelled, the rates charged to Customers shall revert to the Contractor's rates for Solid Waste Collection without Recycling Collection and the City shall retain the right to reinstitute this service, within the term of this Agreement, with a one hundred eighty (180) day written notice to the Contractor.

7.2.2. Customers to Receive Service

All Residential Recycling Customers and Multifamily Recycling Customers shall receive Recyclable Materials Collection by the Contractor. The Contractor shall offer and make available its Recyclable Materials Collection service to all Commercial Customers; however, Commercial Customers are not required to subscribe to Recyclable Materials Collection with the Contractor.

7.2.3. Materials to be Collected

Recyclable Materials to be collected by the Contractor shall include the following at a minimum: office paper, cardboard, newspaper, magazines, metal cans and lids, plastic containers numbered 1-7, aseptic and paperboard containers, glass food and beverage containers, and any other Recyclable Material that is accepted at the Designated Facility for Source Separated Recyclable Materials.

7.2.4. Additional Materials

At the City's request, Contractor shall collect additional Source Separated Recyclable Materials which are not currently accepted at the Designated Facility for Source Separated Recyclable Materials. Should Collection of these materials cause the Contractor to incur substantial additional costs, the City and Contractor shall, in good faith, negotiate additional compensation for the Collection of the additional materials. To request additional compensation, Contractor must provide evidence of substantial increased costs and demonstrate that they are attributable to the Collection of the additional requested materials. If there is no change made to routes or collection procedures, additional route hours and miles traveled due to an increase in volume from the additional materials shall not be considered for additional compensation.

7.2.5. Method of Collection

All Recyclable Materials shall be collected in Single Stream. Contractor shall provide all Residential Recycling Customers using Garbage Carts with one (1) 35- or 65-gallon Recycling Cart. Contractor shall provide all Multifamily Recycling Customers using Mechanical Solid Waste Containers with 95-gallon Recycling Carts such that there is a minimum of one Recycling Cart for every eight (8) units in the community or provide equivalent capacity using Mechanical Containers or more frequent collections of Recycling Carts. Should Multifamily Recycling Customers request additional capacity; Contractor shall provide additional capacity as requested by the Customer. Contractor shall utilize vehicles which are capable of collecting Recycling Carts in a fully-automated manner and Mechanical Containers in a fully automated manner. Upon being emptied, Recycling Carts and Mechanical Containers shall be returned to their original locations with their lids closed and Contractor shall close any enclosures. The Contractor's vehicles shall also be equipped with Radio Frequency Identification (RFID) equipment which shall scan and record the pertinent data for each Recycling Cart when it is serviced.

7.2.6. Level of Service

Recyclable Materials shall be collected, at minimum, one (1) time per calendar week from both Residential Recycling Customers and Multifamily Recycling Customers. Scheduled Collection Days for Residential Recycling Customers shall coincide with one of the Customer's Scheduled Collection Days for Solid Waste. All Source Separated Recyclable Materials collected from Residential Recycling Customers and from Multifamily Recycling Customers using Recycling Carts shall be collected on the same routes. Therefore, unless otherwise approved by the Contract Administrator, Multifamily Recycling Customers using Recycling Carts shall be serviced the same day, using the same vehicles, as the surrounding Residential Recycling Customers. For Multifamily Recycling Customers which use Recycling Carts and are serviced more than once per week, the Multifamily Recycling Customer's Scheduled Collection Days shall be separated by at least seventy-two (72) hours. For Multifamily Recycling Customers which use Mechanical Containers, the Contractor and Multifamily Recycling Customer shall agree upon the desired size of Container and frequency of Collection. However, Mechanical Containers shall be collected a minimum of one (1) time per calendar week.

If a Commercial Customer elects to utilize the Contractor for Recyclable Materials Collection, the Contractor and Commercial Customer shall agree upon the desired level of service and shall formalize this agreement in writing. Since the Collection of Recyclable Materials from Commercial Customers is not a service included in the Contractor's exclusive franchise, the City shall not be a party to any such agreements. However, in no instance shall the Contractor's rate for Commercial Recycling Collection exceed the Collection portion of the comparable Solid Waste Collection Rate as set forth in this Agreement.

7.2.7. Proper Placement of Recyclable Materials

Customers shall place all of their Source Separated Recyclable Materials directly into the Contractor provided Recycling Carts and Mechanical Containers such that the lid(s) may completely close. Customers shall not be required to further separate their Recyclable Materials. Cardboard containers shall be flattened and be no larger than three (3) feet by three (3) feet and may be placed next to Recycling Carts. All containers shall be rinsed clean prior to being placed inside a Recycling Cart. Residential Recycling Customers shall place Recycling Carts Curbside by 7:00 AM on their Scheduled Collection Day with the attachment bar facing the street and at least three (3) feet from other objects on all sides of the cart. Residential Recycling Customers shall also ensure that there are no objects or obstructions in front of the Recycling Cart and no items placed on top of the Recycling Cart when placed Curbside. Recycling Carts located at Multifamily Recycling Customers' properties may need to be moved by the Contractor's personnel to be serviced; however, Recycling Carts must be reasonably accessible to the Contractor.

7.3. Commingled Waste Collection Service

7.3.1. Customers to Receive Service

All Residential Solid Waste Customers shall receive Commingled Waste Collection service from the Contractor. Additionally, the Contractor shall make Supplemental Commingled Waste Collection and Expedited Supplemental Commingled Waste Collection whose pricing shall be in accordance with Exhibit 2.

7.3.2. Materials to be Collected

Contractor shall collect all Commingled Waste from Residential Solid Waste Customers. Contractor shall not be responsible for collecting Unacceptable Waste, Sludge, Construction and Demolition Debris, Contractor Generated Waste, Land Clearing Debris, or Solid Waste with this Waste Stream. The Contractor shall also not be required to collect any materials which the Designated Facility for Bulk Waste and Yard Waste does not accept.

The Contractor shall not be required to collect set outs of more than three (3) cubic yards of Commingled Waste on each Scheduled Collection Day. If a set out of Commingled Waste is greater than three (3) cubic yards, the Contractor may place a Non-Collection Notice stating the reason for the Non-Collection and directing the Customer to contact the Contractor to schedule a Supplemental Commingled Waste Collection. The Contractor will provide the Customer the cost, based on the rates set forth in this Agreement, of a Supplemental Commingled Waste Collection in writing. There shall be no charge for the first three (3) cubic yards. Supplemental Commingled Waste Collections shall be completed within seventy-two (72) hours of receipt of payment from the Customer. Customers may also request an Expedited Supplemental Commingled Waste Collection and, if so, the Contractor shall provide the Customer the cost, based on the rates set forth in this Agreement, in writing and, if accepted by the Customer in writing, the Contractor shall Collect the Commingled Waste by the end of the Business Day if payment is received prior to 2:00 P.M. or by 10:00 A.M. of the next Business Day if payment is received after 2:00 P.M. Contractor shall only be responsible for Collection of Commingled Waste generated at the Dwelling Unit. Contractor and Customer may also arrange for a Supplemental Collection, at the rate specified in this Agreement, for the Collection of Commingled Waste on a day that is not a Scheduled Collection Day unless it is a Legitimate Missed Pickup.

7.3.3. Method of Collection

Contractor shall utilize equipment and personnel as Contractor deems necessary to service this Waste Stream. This may include claw trucks, rear loaders, etc. Contractor will ensure that sufficient and appropriate equipment and personnel are available to service each route on its Scheduled Collection Day. Contractor also recognizes that there will be fluctuations in the volume of this waste stream and said fluctuations shall not excuse the Contractor from completing a route on its Scheduled Collection Day.

7.3.4. Level of Service

Commingled Waste Collection shall be collected one (1) time per calendar week on the Customer's first Scheduled Collection Day for Solid Waste.

7.3.5. Proper Placement of Commingled Waste

Residential Solid Waste Customers shall place their Commingled Waste Curbside by 7:00 a.m. on their Scheduled Collection Day. Glass items shall be enclosed and sealed in a sturdy container and marked as glass. Customers shall not place Garbage, Trash, Construction and Demolition Debris, Tires, Yard Waste, or Unacceptable Waste with this waste stream.

7.3.6. Supplemental Commingled Waste Collection

Supplemental Commingled Waste Collection shall be provided as requested by the Customer. If a Customer requests a Supplemental Collection from the Contractor, the Contractor shall provide a written estimate to the Customer based on the rates as set forth in Exhibit 2. Contractor shall obtain written consent from the Customer prior to the removal of any waste material. Contractor shall be solely responsible for billing and collecting payment directly from the Customer.

7.4. Bulk Waste Collection Service

7.4.1. Customers to Receive Service

All Multifamily Solid Waste Customers shall receive Bulk Waste Collection service from the Contractor.

7.4.2. Materials to Be Collected

Contractor shall collect all Bulk Waste as defined in this Agreement. There shall be no limit to

the volume of Bulk Waste per Collection for Multi Family Solid Waste Customers. Contractor shall not collect Contractor Generated Waste, Land Clearing Debris, Yard Waste, Recyclable Materials, Solid Waste, or Unacceptable Waste with this Waste Stream.

7.4.3. Method of Collection

Contractor shall utilize equipment and personnel as Contractor deems necessary to service this Waste Stream. This may include claw trucks, rear loaders, etc. Contractor will ensure that sufficient and appropriate equipment and personnel are available to service each route on its Scheduled Collection Day. Contractor also recognizes that there will be fluctuations in the volume of this waste stream and said fluctuations shall not excuse the Contractor from completing a route on its Scheduled Collection Day.

7.4.4. Level of Service

Bulk Waste shall be collected one (1) time per week. The collection day shall coincide with the abutting Residential Solid Waste Customers' Commingled Waste Collection each week. There shall be no limit to the volume of Bulk Waste Collected on each Scheduled Collection Day; however, Contractor shall only be responsible for collecting Bulk Waste generated by the residents of the community. During the months of December and January the Contractor shall also collect Holiday Trees placed out by Multifamily Customers with Bulk Waste.

7.4.5. Proper Placement of Bulk Waste

Multifamily Solid Waste Customers shall reach a mutual agreement with the Contractor on a location where Bulk Waste shall be placed for Collection. Any such locations shall comply with the City of Margate Code of Ordinances. Glass items shall be enclosed and sealed in a sturdy container and marked as glass. Holiday Trees must be free from any lights, wiring, ornaments, etc. Customers shall not place Garbage, Trash, Construction and Demolition Debris, Tires, Yard Waste, or Unacceptable Waste with this waste stream.

7.5. Side Door Service

The Contractor shall provide Side Door Service to any Residential Solid Waste Customer and/or Residential Recycling Customer in which there is no individual that resides in the Dwelling Unit that is capable of bringing the Garbage Cart(s) and/or Recycling Cart(s) to the curb. Contractor may require the Customer to provide proof of disability for each household member. Any disputes between the Customer and the Contractor regarding whether or not this service is to be provided to the Customer shall be referred to the Contract Administrator. For all Customers that receive Side Door Service, the Contractor shall only be required to collect the Customer's Garbage Cart(s) and/or Recycling Cart(s) and not any other type of waste or any waste placed outside of the Garbage Carts and/or Recycling Carts with the exception of cardboard containers that have been broken down to no larger than three feet by three feet.

8. CONTRACTOR'S SERVICES FOR THE CITY

8.1. Solid Waste Collection

Contractor shall provide Solid Waste Collection from City properties as determined by the Contract Administrator. The Contractor shall collect Solid Waste exclusive of Sludge, Unacceptable Waste, or Solid Waste not accepted by the Designated Facility from these designated City properties a minimum of two (2) times per week. Solid Waste shall be collected, as determined by the Contract Administrator, in either Mechanical Containers or Garbage Carts. Exhibit 6 details the City properties that shall receive Solid Waste Collection services and includes the current level of service for each property. All materials shall be delivered to the Designated Facility for Solid Waste. As deemed necessary, the Contract Administrator may make changes to the City properties served and/or the level of service at each property. Contractor shall provide all Solid Waste Containers along with Collection and Disposal at no cost to the City.

8.2. Recycling Collection

The Contractor shall provide Recyclable Materials Collection from City properties as determined by the Contract Administrator. The Contractor shall collect Recyclable Materials from these designated City properties a minimum of one (1) time per week. Recyclable Materials shall be collected in Contractor provided Recycling Carts or Mechanical Containers. Exhibit 5 details the City properties that shall receive Recyclable Materials Collection and includes the level of service for each property. As deemed necessary, the Contract Administrator may make changes to the City properties served and/or the level of service at each property. All materials shall be delivered to the facility as designated by the Contract Administrator and, if applicable, the City shall receive credit for all Recyclable Materials collected from City properties. All Recyclable Materials Containers, Collection, and disposal/processing (if applicable) shall be provided at no cost to the City.

8.3. Roll-off Containers

8.3.1. General City Use

The Contractor shall provide the City up to six (6) Roll-off Containers, up to thirty (30) yards each, for the disposal of waste generated by City staff from City operations. This waste may include, but is not limited to, Bulk Waste, Yard Waste, Garbage, Trash, and Construction and Demolition Debris but shall not include Hazardous Materials, Sludge, and Unacceptable Waste. Contractor shall place the Roll-off Containers in locations as directed by the Contract Administrator, or their designee, and shall collect any of the Containers within one Business Day of being notified by the City. The City shall only use these Containers for work done by City staff and not for work done by outside companies contracted by the City. Contractor shall provide these Roll-off Containers along with Collection and Disposal at no cost to the City.

8.3.2. Water Treatment Plant

At no cost to the City, the Contractor shall provide one (1) Roll-off Container, up to thirty (30) yards, at the Department of Environmental and Engineering Services (DEES) Water Treatment Plant (WTP) along with up to two (2) pulls (including disposal) per calendar month. This waste may include, but is not limited to, Bulk Waste, Yard Waste, Trash, Construction and Demolition Debris, and excavation debris. Contractor shall collect the WTP Roll-off Container within one Business Day of being notified by the City. Should the City require more than two pulls of the WTP Roll-off Container in a calendar month, the Contractor may invoice the City for those pulls in excess of the allotted two (2) free monthly pulls at the rate as specified in this Agreement for such services.

8.3.3. City Sponsored Events

The Contractor shall provide Containers and equipment required for Solid Waste and Recyclable Materials Collection at up to twelve (12) City-sponsored, or co-sponsored, events per Contract Year. Contractor shall collect and deliver the Solid Waste and Recyclable Materials to the appropriate Designated Facilities. Additionally, at the Contract Administrator's request, the Contractor shall provide up to six (6) portable toilets per event. The City shall be credited for all Recyclable Materials collected at these City-sponsored, or co-sponsored, events. These Collection services, disposal and/or processing, and portable toilets shall be provided at no cost to the City.

8.4. Household Hazardous Waste Collection Events

8.4.1. Collection Events

During Term of this Agreement, the Contractor shall hold a minimum of two (2) Household Hazardous Waste collection events each Contract Year. The events shall occur on mutually agreed upon dates and at mutually agreed upon locations within the Service Area. The Contractor shall submit to the City, in writing, its proposed event dates and locations at least

ninety (90) days prior to the start of each Contract Year. The Contractor shall accept Household Hazardous Waste, Electronic Equipment, Tires (limit of four (4) per household), and other materials as agreed upon with the City. Contractor shall be responsible for all aspects of planning, permitting, and operation of the events along with the transportation and proper disposal of all materials collected at the events. The events shall be open to City of Margate residents and shall accept waste from the City for waste generated by the City's operations. Each event shall occur for a minimum duration of five (5) hours each. The Contractor shall screen Customers to ensure eligibility, record user information, and provide data to the City. The City will provide the personnel necessary to assist the Contractor in coordinating the events, marketing the events, and, if desired by the City, providing any City materials at the event. Contractor may elect to employ a sub-contractor(s) to fulfill, or assist in fulfilling, these responsibilities and, if so, shall obtain the City's approval of the sub-contractor(s).

There shall be no charge to the City or its residents for this service including any events that the Contractor opts to provide above the two (2) event per Contract Year minimum. The City reserves the right, in its sole discretion, to join the Interlocal Agreement Among the Cities of (included but not limited to) Coral Springs, Fort Lauderdale, Pompano Beach, Tamarac, and Coconut Creek (HHW ILA Co-op) for Household Hazardous Waste collection events. Should the City opt to join this HHW ILA Co-op, the Contractor shall accept Household Hazardous Waste from residents of member HHW ILA Co-op cities, bill HHW ILA Co-op cities accordingly for their portion of event costs, keep records in accordance with the HHW ILA Co-op agreement, and pay HHW ILA Co-op cities for the City's proportional share of event costs in HHW ILA Co-op cities' events.

8.4.2. Secure Document Shredding at Household Hazardous Waste Collection Events

The Contractor shall provide Secure Document Shredding services at a minimum of two of the Household Hazardous Waste collection events the Contractor is to hold each Contract Year. The Secure Document Shredding service shall be open only to City of Margate residents and shall allow residents to have a minimum of three standard paper boxes worth of documents securely destroyed at no cost to the resident. Should residents wish to have more than the three standard paper boxes of documents destroyed, the Contractor may charge residents a fee for each additional standard paper box a resident wishes to have destroyed. The Contractor shall be responsible for collecting any such fees from residents.

8.4.3. Program Review

At the conclusion of each Contract Year, the City and the Contractor may review the Household Hazardous Waste Collection Events with Secure Document Shredding service to determine their effectiveness. If the parties mutually agree that the Contractor may cease providing these events, the Contractor shall compensate the City annually for the equivalent cost of these events in lieu of providing these events. However, should the City and Contractor mutually agree to cease providing these events, the City, in its sole option, shall have the right in any subsequent Contract Year to forgo this compensation and again require the Contractor to provide the Household Hazardous Waste Collection Events with Secure Document Shredding services per Section 8.4.

8.4.4. Payment for Events Not Held

At the end of each Contract Year, should the Contractor be unable to hold an HHW and Secure Document Shredding Event due to unforeseen circumstances including a Force Majeure event, the Contractor shall pay to the City a sum of thirty-five thousand dollars (\$35,000) for each event not held during that Contract Year. The payment may be reduced by any non-refundable deposits the Contractor may have made to secure sub-contractors for event(s) and shall

submit evidence of such non-refundable deposit with its payment. This payment shall be made no later than September 30th of the affected Contract Year. Late payments shall be charged a one and a half percent (1.5%) late fee monthly until full payment is received.

8.5. Illegal Dumping

The Contractor shall collect and dispose of, at the Contract Administrator's request, up to fifty (50) tons of waste that has been illegally dumped on City Property and right-of-ways within the Service Area per Contract Year. There shall be no charge to the City or its residents for this service. For each request, the Contractor shall report to the Contract Administrator the weight of the waste materials that the Contractor collected. Should the Contractor find Hazardous Waste, Biomedical Waste, Biological Waste, or any other waste material that the Contractor is not legally permitted to collect with illegally dumped materials, the Contractor shall coordinate with the City to ensure safe handling and proper disposal of the materials.

8.6. Adopt-A-Street Program

The City has implemented an Adopt-a-Street Program. The Contractor shall, at no cost to the City or the volunteer organizations, collect and dispose of all waste collected during cleanup events. Prior to each cleanup event, the City shall notify the Contractor five (5) business days prior to the date and location of the event and the Contractor shall collect all event waste by the end of the first Business Day following the event. Volunteer organizations will place bags filled with waste collected at the event under one or both of the recognition signs located on the roadway(s) that they have adopted, for Collection by the Contractor. Should the Contractor find Hazardous Waste, Biomedical Waste, Biological Waste, or any other waste material that the Contractor is not legally permitted to collect with materials collected at such events, the Contractor shall coordinate with the City to ensure safe handling and proper disposal of the materials. The waste collected in connection with these events will count towards the fifty (50) tons of illegal waste the Contractor is to provide in Section 8.5.

8.7. Wastewater Material

As requested by the Contract Administrator, Contractor shall provide Mechanical Containers as well as Collection and disposal for wastewater material at the City's DEES Wastewater Treatment Plant. The Contractor shall not charge the City for the Container(s) or Collection. However, Contractor may invoice the City for disposal at the rate specified in Exhibit 2. The Contract Administrator or the Contractor may request, in writing, for this rate to change in proportion to any change in the disposal fee.

8.8. Recyclable Materials Drop-off

At the request of the Contract Administrator, the Contractor shall provide one (1) enclosed Mechanical Container for the purpose of establishing a City-wide Recyclables Materials drop-off center that is open to the public. The Mechanical Container shall be placed at a location to be determined by the Contract Administrator. The Contractor shall pull the Mechanical Container when full or as reasonably directed by the Contract Administrator, and deliver it to the facility as so directed by the Contract Administrator. The City shall receive credit for all Recyclable Materials collected at this drop-off, as applicable. The Contractor shall provide this service at no cost to the City.

8.9. Educational Services

8.9.1. Annual Notice

At no cost to the City, the Contractor shall design, print, and mail, or hand deliver via door hangers, an annual notice to all Customers. The notice shall include, at minimum, the Customer's Scheduled Collection Day(s), summarize the requirements of the Customer (e.g. proper placement, allowable materials, etc.), other relevant information concerning the

Contractor's services, and other educational and promotional information regarding Collection Services. Along with the annual notice, the Contractor shall provide Residential Solid Waste Customers and Residential Recycling Customers magnets with their Scheduled Collection Days. All such annual notices shall be distributed to Customers by the Contractor in December of each Contract Year and approved by the Contract Administrator prior to distribution. In addition to mailing or hand delivering the annual notices, the Contractor shall provide copies of the annual notice(s) as follows: to all New Commercial Customers upon commencement of new service, sufficient copies to the City (along with magnets) for distribution to New Residential Customers, and sufficient copies to the management of each Multifamily Solid Waste Customer and each Multifamily Recycling Customer for distribution to new residents.

8.9.2. City Sponsored Events

As requested by the Contract Administrator, the Contractor shall provide personnel and equipment at City sponsored, or co-sponsored, events or activities for up to forty (40) hours per Contract Year. At any such events, and as applicable, the Contractor shall provide educational materials and demonstrate equipment to the public. Contractor shall provide requested personnel and equipment for a City event as long as the City provides a minimum of a ten (10) business day notice. If the City's request is less than ten (10) business days from the event, the Contractor can opt not to attend.

8.9.3. Contractor's Marketing Personnel

To ensure consistent messaging and to assist with the creation of marketing materials, the Contractor shall make their marketing personnel available to the City for a maximum of twenty (20) hours per Contract Year. If assistance is requested by the City, the City will, at minimum, provide all relevant content.

8.9.4. Pilot Projects

The Contractor shall cooperate with the City to implement pilot projects that have a goal of reducing or diverting waste from disposal or incineration facilities and/or decreasing the environmental impact of the Collection process. In the event the City wishes or agrees to implement a pilot project, any project shall not exceed six (6) months in duration. The party that requests implementation of the pilot project would pay for any equipment, and its installation, that may be required for any such projects. For pilot projects requested by the City, the City and Contractor shall equally share incremental operating expenses directly related to the implementation of the pilot project. Should the City elect to continue with or expand the project beyond the six (6) month pilot period; the City and Contractor shall, in good faith, negotiate any changes in the Contractor's rates, if any, based on only the incremental costs associated with the new program. However, the Contractor shall bear all costs associated with the implementation of any Contractor-requested pilot projects and their full implementation, if opted, unless otherwise agreed upon with the City.

9. OPERATIONS DURING STORMS

In case of a disaster (natural or man-made), the Contract Administrator may grant the Contractor a reasonable variance from regular schedules and routes. The Contractor shall provide the City with its post disaster operation plan thirty (30) days prior to the execution of this Agreement and may revise said post disaster operation plan within thirty (30) days of the start of a new Contract Year. The Contractor and the City shall agree to suspend services in the event winds of 39 mph or greater have been forecasted for the South Florida area. This mutual agreement will allow the City time to advise its residents of its solid waste collection services suspension. The City shall not unreasonably withhold its consent to said suspension of services. As soon as possible, but no later than within 48 hours, of any disaster event, the Contractor shall advise the Contract Administrator in writing, if available, of the estimated time required

before regular route schedules can resume. Both parties, must agree to the resumption of the Contractor's regular schedules and routes. After a disaster event, should the City's disaster clean up resources become limited, the City may request emergency assistance from the Contractor to provide disaster debris removal in and around the City limits and/or any agreed upon disaster cleanup services. In such case, should the Contractor agree to provide such services, the Contractor must abide by FEMA, FDEM, FDOT, City and any other regulatory requirements that may pertain. Prior to the Contractor's commencement of aforementioned emergency service(s), the City and the Contractor shall enter into a written agreement specifying the terms, competitive compensation of such services, and the required FEMA and FDEM contract language. The Contractor shall not expect to be reimbursed by the City for its costs incurred prior to any written agreement for debris removal and/or any disaster cleanup services provided which are not specified in the emergency services written agreement.

10. COLLECTION PROCEDURES

10.1. Proper Collection

When providing a Collection service, Contractor shall completely empty a Customer's Container and return it in an upright position to where it was collected from. Contractor shall ensure that empty Containers are placed in such a manner as to not impede the flow of traffic including, but not limited to, not being placed in the roadway or in front of a Customer's driveway. If the Container has a lid, the lid shall be returned to the closed position.

Contractor shall handle Containers carefully and in a manner so as to not damage the Containers and their lids. If a Container is in an enclosure, the Contractor shall close the enclosure after returning the Container. For Waste Streams without Containers, e.g. Bulk Waste and Yard Waste, Contractor shall make every effort to collect all allowable materials placed for Collection. Contractor shall provide Collection services with as little noise and disturbance as possible.

The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Customer shall be required to remove Freon, coolants, or other similar materials from White Goods, and certified as such, before they are placed out for Collection. The Contractor shall not be required to remove such materials before the White Goods are collected and if the Contractor does not Collect such material, they shall place a Non-Collection Notice.

10.2. Spillage and Litter

Contractor shall make every effort to properly collect and completely empty all Containers during Collection. This includes, but is not limited to, using fully enclosed vehicles or covered vehicles or other devices to prevent material from falling, blowing, or escaping the vehicle while any material is hauled or transported over roads in the City. Contractor shall not litter premises or public right-of-way in making Collections or hauling Waste Streams. In the event of spillage by the Contractor, the Contractor shall immediately clean up such litter.

10.3. Mixing of Loads

10.3.1. Solid Waste

Loads of Solid Waste collected from Residential Solid Waste Customers shall not be collected with Solid Waste collected from any other Customers, this includes Multifamily and Commercial Solid Waste Customers that utilize Garbage Carts. Contractor may combine loads of Solid Waste collected from Commercial Solid Waste Customers, Multifamily Solid Waste Customers, and the City. Solid Waste collected from within the Service Area shall not be combined with any Solid Waste collected outside the Service Area.

10.3.2. Recyclable Materials

Under no circumstances shall the Contractor mix Source Separated Recyclable Materials with Solid Waste, Yard Waste, Bulk Waste, or any other waste material. However, Contractor shall not be required to separate Recyclable Materials from Solid Waste if it is placed with Solid Waste by the Customer. Contractor shall collect loads of Recyclable Materials from Residential Recycling Customers separately from Recyclable Materials from Multifamily Recycling Customers and the City. The Contractor may collect Recyclable Materials from Multifamily Recycling Customers and the City together. The Contractor shall not collect or combine any Recyclable Materials collected from outside the Service Area with Recyclable Materials collected from Residential Recycling Customers, Multifamily Recycling Customers, or the City. For loads containing only Recyclable Materials collected from Commercial Customers, the Contractor may combine these loads with Recyclable Materials collected from outside the Service Area.

10.3.3. Commingled Waste

Contractor shall collect loads of Commingled Waste from Residential Solid Waste Customers separately from, and shall not mix it with, all other Waste Streams (including Supplemental Collections). Contractor shall not collect any other Waste Stream with Commingled Waste nor shall the Contractor collect any waste from outside the Service Area with Commingled Waste collected from Residential Solid Waste Customers.

10.3.4. Bulk Waste

Contractor shall collect Bulk Waste from Multifamily Solid Waste Customers separately from, and shall not mix it with, all other Waste Streams. Contractor may mix Multifamily Solid Waste Customers' Bulk Waste with Supplemental Bulk Waste and Supplemental Commingled Waste Collections that occur within the Service Area.

10.4. Non-Collection

10.4.1. Non-Collection Notice

Contractor shall design the form and content of a Non-Collection Notice that is to be placed on Customers' Containers and/or waste material that are not collected by the Contractor. The Non-Collection Notice shall, at minimum, inform the Customer as to the issuance date, the reason of non-collection, how the Customer can correct the problem, and the Contractor's contact information. The Contract Administrator shall approve the final form and content of the Non-Collection Notice.

10.4.2. Non-Collection Procedure

Should the Contractor elect not to collect a Customer's Container and/or waste because it was not Properly Placed per applicable requirements or contains materials not listed as "Materials to be Collected" for that particular Waste Stream (e.g. Garbage placed with Commingled Waste), the Contractor shall place a Non-Collection Notice on the Customer's Container and/or waste item(s) placed for Collection. If a Customer's non-collected Container and/or waste materials are not tagged, it will be considered a Legitimate Missed Pickup and the Contractor may be required to return to the Customer's property to collect the waste unless Contractor provides documentation that the non-collected container and/or waste was not set out or accessible at the time the Customer was to be serviced. However, the Contractor shall not be required to tag Containers and/or waste items when it is not that route's Scheduled Collection Day for a particular Waste Stream. Additionally, should the non-collected waste be located at a Multifamily Solid Waste Customer's or Commercial Solid Waste Customer's property, in addition to placing a Non-Collection Notice, the Contractor shall attempt to contact the Customer. If contact is made and the reason for non-collection is immediately correctable, the Contractor shall provide the Customer with

the opportunity to correct the issue prior to leaving the property and shall collect the Container or Bulk Waste.

10.4.3. Non-Conforming Material and Contamination in Recycling Containers

The Contractor shall leave Non-Conforming Material and Excessively Contaminated Recyclable Materials in Recycling Carts. When the Contractor leaves material in the Recycling Cart, the Contractor shall place a Non-Collection Notice on the Recycling Cart explaining why the material was not collected. The Contractor is responsible for determining whether Recycling Carts contain Non-Conforming Material and/or is Excessively Contaminated. The Contractor shall submit procedures as outlined in Statute 403.22(a) for City Contract Administrator approval within sixty (60) days prior to the commencement of the services indicated herein. The Contractor's efforts in regard to Florida Statute 403.22(a) shall be reported by Contractor to the City Contract Administrator in its monthly report as described in Section 27.3.

10.4.4. Waste Containing Dangerous and/or Unacceptable Waste

The Contractor shall not collect any waste from Customers that the Contractor believes contains dangerous material such as Hazardous Waste, Biomedical Waste, Explosives, Radioactive Waste, or Unacceptable Waste. In such instances, and if safely able to do so, the Contractor's personnel shall place a Non-Collection Notice on the Container or waste material and immediately notify their supervisor. If safely possible, the driver shall also take a photograph of the material. The Contractor shall work with the Customer and/or the City to ensure that the waste is properly removed and lawfully disposed. If the material poses an immediate danger, collection personnel shall contact the appropriate emergency response agency (fire, police, etc.); the Contractor's supervisory personnel; and the Contract Administrator.

10.4.5. Inaccessible Container(s)

Should a Customer's Container be temporarily inaccessible (e.g. blocked by a vehicle in the roadway), the Contractor shall, if feasible, return to collect that Container later the same day. If it is unfeasible to return to the Container the same day, the Contractor shall place a Non-Collection Notice on the Container and return to collect it the next Business Day.

10.4.6. Routine Non-Collections

Should a Customer routinely place waste in such a manner that the Contractor is regularly, three instances in a ninety (90) day period, placing Non-Collection Notices on the Customer's Container(s) and/or waste due to it not being Properly Placed; the Contractor shall provide educational materials to the Customer regarding Proper Placement along with the Non-Collection Notice. Additionally, if the Customer routinely places Solid Waste outside of their Garbage Container(s) and/or has Non-Conforming Material or Excessively Contaminated Recyclable Materials in their Recycling Cart, the Contractor shall include educational materials about recycling along with the Non-Collection Notice. Further, the Contractor shall notify the City of the Customer's failure to comply with the requirements of this Agreement.

11. CONTRACTOR'S LOCAL OFFICE

The Contractor shall maintain a local office within Broward County for the purposes of receiving and handling Customer complaints and inquiries. Contractor may also utilize its call center outside Broward County, which shall be located within the continental United States, to manage Customer complaints and inquiries. Such call center shall have a local phone number. The office shall be equipped with sufficient personnel and equipment to receive and respond to all calls received from Customers in a timely manner. A supervisor shall be present in the office and in charge at all times during normal business hours. The office shall be open, at minimum, Monday through Friday from 8:00 a.m. to 7:00

p.m. and Saturday from 8:00 a.m. to 2:00 p.m. The office shall not be required to be open during Holidays. **The Contractor shall be prepared for higher than normal volume of calls during the first six (6) months after the commencement of this Agreement.**

12. COMPLAINTS AND REQUESTS

12.1. Complaint and Request Tracking System

The Contractor shall utilize a real-time, web-based system for tracking Customer complaints and requests. The Contractor's complaint and request tracking system shall allow the Contract Administrator to access the system to monitor complaints and requests from the City's computers. The complaint and request tracking system shall be able to generate customizable reports using the type of complaint or request, location, time and date of request and closure, and other requested metrics.

12.2. Handling of Customer Complaints and Requests

The Contractor shall establish a procedure for, and be responsible for, receiving and resolving all complaints and requests from Customers. All complaints and requests received by the Contractor shall be entered into the complaint and request tracking system within one (1) hour of receipt of the complaint or within two (2) hours of opening if the complaint and/or request is received after regular business hours. The Contractor shall initially determine if a complaint is a Legitimate Complaint. If a Legitimate Complaint is received by the Contractor before 2:00 p.m. on a Business Day, the Contractor shall remedy that complaint by the end of that day. All Legitimate Complaints received on Holidays, weekends, or after 2:00 p.m. on Business Days shall be resolved by 10:00 a.m. of the next Business Day. The Contractor may request additional time to remedy a Legitimate Complaint when the Contractor has made its best efforts to correct the problem but has been unable to do so in the time provided herein. The Contractor is also encouraged, but shall not be required, to resolve complaints that are not Legitimate Complaints (late set outs, waste placed out on the incorrect day, etc.) in the timeframe provided herein. All Container requests shall be resolved within the timeframes specified in Section 14 below.

12.3. Dispute Resolution Process for Customers

All disputes between the Contractor and Customers shall be referred to the Contract Administrator. This includes, but is not limited to, whether a complaint is a Legitimate Complaint and all Legitimate Complaints that the Contractor has not been able to resolve with the Customer within two (2) Business Days of the Contractor having received the complaint. The Contract Administrator shall respond in writing with a fair and impartial remedy for all disputes. The Customer and/or Contractor shall either comply with the Contract Administrator's decision within three (3) Business Days or may provide the Contract Administrator with a written request for a hearing before the City Manager. The City Manager shall provide both parties the opportunity to present their case and shall provide a decision within twenty (20) Business Days of receiving the request for the hearing. The City Manager's decision shall be final.

13. MULTIFAMILY AND COMMERCIAL SOLID WASTE CONTRACTS

13.1. Standard Service Agreements

The Contractor shall develop standard forms to be used as service contracts with all Multifamily Solid Waste Customers, Multifamily Recycling Customers, and Commercial Customers. The terms and conditions of these forms shall be consistent with the terms of this Agreement. At minimum, the service contracts shall: identify the services being provided; the rates to be charged for the provided services; and that the contract and the rates are regulated by the Agreement the Contractor has with the City of Margate.

13.2. Initiation of Service

The Contractor shall use its best efforts to enter into a service contract with all Multifamily Solid

Waste Customers, Multifamily Recycling Customers, and Commercial Customers prior to, and shall begin providing Collection services to these Customers, February 1, 2022. After this date, all new Multifamily Solid Waste Customers, Multifamily Recycling Customers, and Commercial Customers shall enter into a written service contract with the Contractor prior to the initiation of Collection services and the Contractor shall begin Collection services within three (3) Business Days after receiving such a request, if the service contract is signed.

13.3. Termination of Service

The Contractor shall have the right to terminate Solid Waste Collection to a Multifamily Solid Waste Customer, a Multifamily Recycling Customer, or a Commercial Customer who is delinquent in payment for Solid Waste Collection services. However, the Contractor shall notify the Contract Administrator at least fifteen (15) calendar days before service is to be terminated and the City shall take whatever action it deems appropriate to enforce compliance with the City of Margate Code of Ordinances. If Solid Waste Collection or Recyclable Materials Collection is terminated, the Contractor may remove any Solid Waste and/or Recyclable Materials Collection Containers belonging to the Contractor from the Customer's property. Subject to Applicable Laws, the Contractor may charge interest on delinquent accounts and may charge a reasonable fee, to be approved by the Contract Administrator, for the resumption of service.

14. COLLECTION CONTAINERS

14.1. Purchase and Ownership

14.1.1. Garbage Cans, Plastic Bags, and Biodegradable Bags

Each Customer shall purchase and provide any Garbage Cans, plastic bags, and biodegradable bags that the Customer uses. Garbage Cans shall remain the property of the Customer.

14.1.2. Recycling Bins

Recycling Bins were previously purchased and distributed to Customers in the Service Area. These Recycling Bins are and shall remain the property of the Customers.

14.1.3. Garbage Carts and Recycling Carts

The Contractor shall purchase and assemble all of the Garbage Carts and Recycling Carts that the Contractor is required to provide under this Agreement. Garbage Carts will be made available in 35-, 65-, and 95-gallon capacities. Recycling Carts will be made available in 35- and 65-gallon capacities. Garbage Carts and Recycling Carts purchased by the Contractor shall become the property of the City when the carts are delivered to a Customer or to the City. Upon termination or expiration of this Agreement, all Garbage Carts and Recycling Carts held in the Contractor's inventory for the City (e.g. carts that are hot-stamped or labeled with the City's name or logo) shall be delivered to a location as directed by the City and become the property of City. Carts purchased by a Customer shall be the property of the Customer.

14.1.4. Mechanical Containers

The Contractor shall be responsible for the purchase of all Mechanical Containers and Compactors that the Contractor is required to provide under this Agreement. Mechanical Containers and Compactors purchased by the Contractor shall remain the property of the Contractor, unless sold.

A Customer may own its Compactor and attached Roll-off Container, or lease a Compactor and attached Roll-off Container from a Person other than the Contractor, if the Compactor and Roll-off Container are compatible with and can be serviced by the Contractor's equipment. In such cases, the Compactor and attached Roll-off Container shall remain the

property of the Customer or the Person from which the Customer leased it from.

14.2. Storage, Distribution, and Replacement of Containers

14.2.1. Garbage Cans and Recycling Bins

Each Customer shall be responsible for storing and replacing their Garbage Can(s) and/or Recycling Bin(s) (if any). However, should the Contractor be notified that they damaged a Customer's Garbage Can or Recycling Bin; the Contractor shall replace the Customer's Garbage Can or Recycling Bin with one of like size, style, and quality.

14.2.2. Garbage Carts and Recycling Carts

14.2.2.1. Storage of Carts

Contractor shall store all Garbage Carts and Recycling Carts not delivered to Customers at the Contractor's local office. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Garbage Carts and Recycling Carts for distribution. Each Customer shall be responsible for storing Garbage Cart(s) and Recycling Cart(s) that are delivered to them.

14.2.2.2. New Residential Customers

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver one new Garbage Cart to each New Residential Solid Waste Customer and one new Recycling Cart to each New Residential Recycling Customer which requests one. There shall be no charge to these Customers for these carts. The carts shall be the size as requested by the Customer and be delivered within two (2) Business Days after the Customer or the City requests the Contractor to deliver the cart(s). If the request is initiated by the Customer, Contractor shall confirm with the City that the requesting Customer is a New Residential Customer. If there are any Garbage Carts or Recycling Carts on the premises that were left by the previous Customer, the Contractor shall take possession of those carts.

14.2.2.3. Replacement and Purchased Carts

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: one new or refurbished Garbage Cart to each Residential Solid Waste Customer that needs to replace a cart because their cart has been stolen or damaged beyond repair; one new or refurbished Recycling Cart to each Residential Recycling Customer that needs to replace a cart because their cart has been stolen or damaged beyond repair; and/or a new Garbage Cart or Recycling Cart, as the case may be, to each Customer that wishes to purchase a cart pursuant to this section. For such Customers, the Contractor shall deliver the carts within three (3) Business Days after the cart(s) is (are) requested by the City or Customer. However, if the request is to replace a cart being claimed to be stolen, the Contractor may require a copy of the police report or other documentation to support the cart having been stolen and, if so provided, the Contractor shall deliver the cart(s) within two (2) Business Days after receipt of the police report. Additionally, the Contractor shall be responsible for replacing or repairing, at no charge to the Customer, all Garbage Carts and Recycling Carts for which the Contractor, as determined by the Contract Administrator, is responsible for damaging.

If a Customer has exceeded their one (1) allotted replacement cart for each Cart originally provided pursuant to this Agreement and requires a replacement cart or would like to purchase an additional Garbage Cart or Recycling Cart, the Contractor may charge the Customer a fee for the replacement cart and a delivery fee for the

delivery of the replacement cart to the Customer's residence, if applicable. Any fees charged shall be pursuant to the rates set forth in Exhibit 2. Notwithstanding, the cost of a replacement or purchased cart shall not exceed sixty-five dollars (\$65.00) and the delivery fee shall not exceed twenty-five dollars (\$25.00). The Contractor may charge only one delivery fee per required trip to the Customer. For example, a Customer that requests to have a Garbage Cart exchanged for a larger one and an additional Garbage Cart delivered would only require one trip to the Customer by the Contractor and, therefore, the Contractor may not charge the Customer for more than one delivery fee. However, the Contractor shall not charge the Customer a delivery fee if the Customer obtains the replacement cart from the Contractor's local office. The Contractor shall be responsible for billing and collecting any cart and delivery fees directly from the Customer.

14.2.3. Mechanical Containers

The Contractor shall be responsible for the storage, distribution, and replacement of its inventory of Mechanical Containers. The Contractor shall provide a Mechanical container within three (3) Business Days after receiving a request from the City or a Customer.

14.3. Maintenance and Repair of Containers

14.3.1. Garbage Cans and Recycling Bins

Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can and/or Recycling Bin (if any). Garbage Cans and Recycling Bins shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection services. However, should the Contractor be notified that they are responsible for damaging a Customer's Garbage Can or Recycling Bin; the Contractor shall replace the Customer's Garbage Can or Recycling Bin with one of like size and quality.

14.3.2. Garbage Carts and Recycling Carts

Each Customer shall be responsible for cleaning their Garbage Cart(s) and Recycling Cart(s), and maintaining the carts in a sanitary condition. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g. wheels, lids, etc.) for the Garbage Carts and Recycling Carts it provides per the terms of this Agreement. The Contractor shall be responsible for maintaining such carts in good working condition. The Contractor shall repair or replace a Garbage Cart or Recycling Cart within three (3) Business Days of the Contractor observing that the cart is defective or after the Contractor is informed by the Customer or City that the cart needs to be repaired. The Contractor shall clean and repair, as necessary, all Garbage Carts and Recycling Carts that the Contractor receives as a result of exchanges pursuant to Section 14.4.

14.3.3. Mechanical Containers

The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint) and free from graffiti at all times so they do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall replace, repair, paint, clean, wash, and otherwise maintain any of its

Mechanical Containers when requested to do so by the Contract Administrator.

Customers shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor. However, the Contractor shall be responsible for repairing or replacing any Mechanical Container they do not own for which the Contractor is found to be responsible for damaging.

14.4. Exchange (Swap Out) of Carts and Containers

14.4.1. Garbage Carts and Recycling Carts

The Contractor shall deliver a different Garbage Cart and/or Recycling Cart to any Customer that wishes to exchange (i.e. "swap out") its cart for one that is a different size. The Contractor may charge and collect only a delivery fee for exchanging a Customer's cart unless the Customer delivers their cart to the Contractor's local office and exchanges it for a new or refurbished cart. The Contractor's delivery fee shall be pursuant to the rates set forth in Exhibit 2, however, the delivery fee shall not exceed the rates in Exhibit 2. The Contractor may charge only one delivery fee per required trip to the Customer. For example, a Customer that requests to have a Garbage Cart exchanged for a larger one and to purchase an additional Garbage Cart would only require one trip to the Customer by the Contractor and, therefore, the Contractor shall only charge the Customer one delivery fee. The Contractor may use either new or refurbished Garbage and Recycling Carts when exchanging carts. For the purposes of this Section, a "refurbished" cart shall mean a cart that was exchanged pursuant to this section and cleaned and repaired to "like new" condition. The Contractor shall be responsible for billing and collecting its delivery fee directly from the Customer. The Contractor shall make any requested exchanges within three (3) Business Days after receiving the request.

14.4.2. Mechanical Containers

The Contractor shall provide the size of Mechanical Container requested by the City or Customer, if the Contractor has the requested size in stock, within five (5) Business Days after receiving the request. Should the Customer wish to exchange their Mechanical Container for one of a different size, the Contractor shall fulfill the Customer's request within five (5) Business Days of receiving it. As specified in Exhibit 2, Contractor may charge a delivery fee for the delivery of a Roll-Off Container however; there shall be no charge for the delivery or exchange of other Mechanical Containers.

14.5. Technical Specifications for Collection Containers

14.5.1. Garbage Carts and Recycling Carts

The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications as established by the City. In general, the carts shall: have a nominal rated capacity of approximately thirty-five (35), sixty-five (65), and ninety-five (95) gallons, as applicable; be hot-stamped or labeled in accordance with specifications provided by the City; and be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of informative stickers or decals. Each Cart shall be equipped with RFID tags. Each type of cart and each size shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling; however, the specifications for Garbage Carts may be different than the specifications for Recycling Carts. Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from

sharp edges, and without any inside structures that prevent the discharge of its contents. Each cart shall be constructed with a minimum of ten (10) percent post-consumer recycled plastic and shall be 100% recyclable. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Contract Administrator's approval.

14.5.2. Mechanical Containers

Mechanical Containers supplied by the Contractor shall be in good condition and shall be subject to the approval of the Contract Administrator. Mechanical Containers shall have attached lids, unless the Contract Administrator approves a different design for a particular use or they are open-top Roll-off Containers. Mechanical Containers shall have solid, durable sides and bottoms. Each Mechanical Container (except for open-top Roll-off Containers) shall have a heavy-duty removable plug in the bottom. The Contractor shall provide and install casters and locking devices for a Mechanical Container upon the request of the Contract Administrator or a Customer.

14.5.3. Other Requirements

Prior to placing an order for new Recycling Carts, Garbage Carts, and/or Mechanical Containers, the Contractor shall provide the Contract Administrator with the manufacturer's specifications sheets which shall, at minimum, address the following items where applicable: company of manufacture, material of manufacture (including pre-consumer and post-consumer recycled content), molding technology, standards of design (e.g. American National Standards Institute), UV stabilization certification, load rating, design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners, interior and exterior finish surfaces, color, volumetric capacity, nestability, identification and marking, RFID technology, and manufacturer's warranty.

14.5.4. Minimum Warranty

Each Recycling Cart and Garbage Cart shall be protected by a manufacturer's warranty of at least ten (10) years.

14.5.5. Cart Specifications

The carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with all of the specifications set forth in Exhibit 6, unless the City waives a requirement in writing.

14.6. Record Keeping

The Contractor shall keep accurate records regarding the number, size(s), and RFID number(s) of Containers provided to each Residential Solid Waste and Recycling Customer's address. In order to keep accurate records and to keep track of their Cart inventory, the Contractor shall utilize RFID technology on Recycling Carts and Garbage Carts. The Contractor may, at their sole option and expense, utilize RFID technology on Mechanical Containers.

15. RECYCLING ENFORCEMENT PROGRAM

15.1. Intent

As outlined in Florida Statute 403.22(a), the City and Contractor are required to outline in any collection agreement, their respective responsibilities for reduction of contamination in Recyclable Materials. This optional program is intended for the Contractor and City to work cooperatively to reduce any such contamination in Recyclable Materials originating from the City. The goal of this program is accomplish continual year over year reductions in the level of contamination of Recyclable Materials originating from residential properties in the City and eventually achieve contamination of less than ten percent (10%).

15.2. Contractor's Responsibilities

Contractor shall employ all labor, equipment, technology, and supervision required to implement this recycling enforcement program. Contractor shall also work with the City to make adjustments to the program to ensure that it operates efficiently and effectively.

15.3. City's Responsibilities

City shall provide outreach and advertising of this program to Residential Recycling Customers and shall work with the Contractor to make adjustments to the program to ensure that it operates efficiently and effectively.

15.4. Program Outline

Contractor personnel shall go out in front of the recycling trucks and, prior to collection, check Recycling Carts that are set out for Excessive Contamination. If Excessively Contaminated, the cart will be tagged to identify the issue and literature provided. In addition to the tag and literature, the following actions shall be taken: first offense - the cart will be serviced (unless the cart contains materials that would be hazardous or dangerous to collection and/or processing facility workers); second offense - the cart will not be collected; and third offense - the cart will be removed with a tag placed on the Customer's front door notifying them of the reason for the cart's removal. For carts which are not Excessively Contaminated, the Contractor's personnel shall leave a tag thanking the Customer for "Recycling Right."

15.5. Reporting Requirements

Reports shall contain the total number of carts inspected and the total number that were tagged as Excessively Contaminated. Of those that were tagged as Excessively Contaminated, the Contractor shall provide the addresses and RFID number for these cart and shall note whether it was their first, second, or third offense and whether or not the Recycling Cart was removed. This report shall be provided on a monthly basis by the tenth (10th) of the following month. The Contractor shall also report to the City all addresses which received a second or third offense, by 10:00 A.M. of the next Business Day.

15.6. City's Option for This Program

It shall be the City's sole option to cancel this program at any time throughout the term of this Agreement, and any subsequent renewal terms, with a ninety (90) days advanced written notice to the Contractor. Should the City elect to cancel this program, the City shall have the option to reinstate this program in the future, based on the then current rates under this Agreement (factoring in any rate adjustments during the period of cancellation), by providing the Contractor with one hundred and eighty (180) days advanced written notice.

16. RATES FOR CONTRACTOR'S SERVICES

16.1. Uniform Rates for All Collection Services

The rates in Exhibit 2 are the maximum amounts that shall be charged for any Collection services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers within the Service Area after the effective date of this Agreement. Contractor shall utilize rates in Exhibit 2, and no others, when billing Customers or the City. Where the Contractor's Rates are stated as per yard or per collection, the monthly rate shall be calculated by multiplying the rate by the size of the Container (not applicable for per collection rates) by the number of Collections per week by 4.33 (the number of weeks in a month). For example, if the commercial per yard rate for non-compacted Solid Waste is \$5.00 per yard and the Customer has a 2-yard dumpster collected twice per week, the monthly rate for Solid Waste Collection would be calculated as follows: \$5.00 (Rate) x 2 (Container size in yards) x 2 (number of Collections per week) x 4.33 (weeks in a month) = \$86.60 per month.

16.2. Annual Adjustment to Collection Component of Rates

On October 1, 2022 and each October 1 thereafter during the term of this Agreement the rates

shall be adjusted upward or downward to reflect changes in the cost of Collection during the previous year due to inflation or deflation. Specifically, the Collection portion of the rates in Exhibit 2 may be adjusted by an amount that is equal to the percentage change in the non- seasonally adjusted Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or its successor agency for Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted (Series IDs CUUR0000SEHG02 and CUUS0000SEHG02) during the most recent twelve consecutive month period from June of the previous year. For example, with regard to the adjustment on October 1, 2021, any percent change would be based on the published CPI for June 2020 (CPI1) and June 2021 (CPI2). The calculation is as follows:

$$\text{Percent Change} = [(CPI2 - CPI1)/CPI1] \times 100$$

Where:

CPI1 is the CPI index number published for June of the previous year. CPI2 is the CPI index number published for June of the current year.

Notwithstanding anything else contained herein, a single adjustment to the rates shall not exceed a three percent (3%) increase or decrease and there shall be no “catch up” adjustments to the rates in future years (i.e. there will not be an adjustment to the rates in the future to offset or mitigate the effect of the four percent (3%) cap in a year when the CPI adjustment would exceed three percent (3%)). If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial or economic indices.

For any adjustments to the Collection portion of the Contractor’s rates to be effective, the Contractor or the City must notify the other party, in writing, of any adjustments by August 31st of the current Contract Year to be effective October 1st of the following Contract Year.

16.3. Change in Designated Facilities

If the City selects a new or alternate Designated Facility for any Waste Stream collected pursuant to this Agreement, the Contractor shall continue to be paid based on the rates set forth in this Agreement, unless the new or alternate facility is located more than forty (40) miles (measured in a straight line) from the City of Margate City Hall (5790 Margate Boulevard, Margate, FL). If the new or alternate Designated Facility is located beyond this distance, the City and the Contractor shall, in good faith, negotiate an appropriate adjustment in the rates based solely on the documented incremental costs incurred by the Contractor to travel beyond forty (40) miles from the City of Margate City Hall. However, should the Contractor, its parent company, partner, or otherwise affiliated organization own and/or operate a waste management or materials recovery facility that is beyond the distance specified herein and request the City utilize such a facility; the Contractor shall not be entitled to additional compensation.

16.4. Extraordinary Rate Adjustment

Once per Contract Year, the Contractor may petition the City to adjust the rates listed based upon extraordinary and unusual increases in the cost of conducting business that could not have been reasonably foreseen by a prudent Person, including, but not limited to, changes in laws or regulations. Any such petition shall be submitted to the Contract Administrator and supported by detailed documentation establishing the increase in operating costs and the reasons therefore. The Contract Administrator may request from the Contractor, and the Contractor shall provide, all of the information that is reasonably necessary for the Contract Administrator to evaluate the Contractor’s petition. The Contract Administrator shall evaluate Contractor’s request and submit

to the City Manager a recommendation for the City Commission's consideration. The City Commission's decision shall be final and non-appealable. If the Contractor's request is granted in whole or in part, the City Manager, with notice to the City Commission, shall have the right to reduce the Contractor's rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated.

16.5. Adjustment to the Disposal Component of Rates

The disposal component of the Rates for all Collection services provided for per the terms of this Agreement shall be adjusted to reflect any changes in the Tipping Fee or Processing Fee at the Designated Facility. The Contractor shall provide the City, Multifamily Solid Waste Customers, and Commercial Customers written notice of any changes in the Tipping Fee. The new disposal and/or processing component shall be effective on the date the change in the Tipping Fee at the Designated Facility goes into effect or the date when the Contractor gave notice of the rate adjustment to its Customers and the City, whichever occurs later. The Contractor shall calculate the new disposal and/or processing component by using the following formula:

$$\text{Old Disposal or Processing Component} \times (\text{New Tipping or Processing Fee} / \text{Old Tipping or Processing Fee}) = \text{New Disposal or Processing Component}$$

17. BILLING AND COLLECTIONS

17.1. Residential Solid Waste Customers

17.1.1. Residential Solid Waste Customers Individually Metered for Water and Sewer

For all Solid Waste and Commingled Waste Collection services (including disposal and/or processing) provided to Residential Solid Waste Customers pursuant to this Agreement, the City will bill and collect payment from all Residential Solid Waste Customers which are Individually Metered for water and sewer service.

17.1.2. Residential Solid Waste Customers Not Individually Metered for Water and Sewer

For all Solid Waste and Commingled Waste Collection services (including disposal and/or processing) provided to Residential Solid Waste Customers pursuant to this Agreement, the Contractor shall be responsible for billing and collecting payment from all Residential Solid Waste Customers that are not Individually Metered for water and sewer service.

17.2. Residential Recycling Customers

For Residential Recyclable Materials Collection service (including disposal and/or processing) and the Contractor's recycling enforcement program (if opted) provided pursuant to this Agreement, the City shall bill, and collect payment from, all Residential Recycling Customers who are individually metered for water and sewer service. The Contractor shall be responsible for billing and collecting payment from all Residential Recycling Customers that are not Individually Metered for water and sewer service.

17.3. Multifamily Solid Waste Customers

The Contractor shall be responsible for billing and collecting payment from all Multifamily Solid Waste Customers for all Multifamily Solid Waste and Bulk Collection services and disposal and/or processing provided pursuant to this Agreement.

17.4. Multifamily Recycling Customers

The Contractor shall be responsible for billing and collecting payment from all Multifamily Recycling Customers for all Multifamily Recycling Collection services, disposal and/or processing of Recyclable Materials, and, if opted, the Recycling Enforcement program provided to Multifamily Recycling Customers pursuant to this Agreement.

17.5. Commercial Solid Waste Customers

The Contractor shall be responsible for billing and collecting payment from all Commercial Solid

Waste Customers for all Commercial Solid Waste Collection services and disposal provided pursuant to this Agreement.

17.6. Supplemental and Expedited Supplemental Collections

The Contractor shall be responsible for billing and collecting payment from all Customers for all Supplemental Collection services and Expedited Supplemental Collection services provided pursuant to this Agreement.

17.7. Residential Garbage and Recycling Carts and Delivery Fees

The Contractor shall be responsible for billing and collecting payment from all Residential Solid Waste Customers and Residential Recycling Customers for all fees due to the Contractor in relation to additional carts, replacement carts, and deliveries/exchanges of carts pursuant to the limitations set forth in this Agreement.

18. PAYMENTS TO THE CITY

18.1. Franchise Fee

To compensate the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, the Contractor shall annually pay the City a Franchise Fee of one million four hundred fifty thousand dollars (\$1,450,000). The City shall collect Franchise Fee payments by deducting one twelfth of the current annual Franchise Fee from monthly payments to the Contractor pursuant to Section 19.

The franchise fee shall be adjusted at the same percentage change in CPI, upward or downward, as any CPI based changes to the Contractor's rates, as specified in Section 16.2, subject to the same three (3) percent cap set forth in Section 16.2. For example, if the CPI increases by two percent (2%) and the Contractor notifies the City of a rate increase, the franchise fee will increase to one million four hundred seventy-nine thousand dollars (\$1,479,000), a two percent (2%) increase.

Additionally, should at any time during the life of this Agreement the number of owner-occupied multifamily units that have opted to be included in the exclusive franchise meet or exceed seventy-five percent (75%) of the total owner-occupied multifamily units in the City, the annual Franchise Fee due to the City from the Contractor shall become one million six hundred thousand dollars (\$1,600,000), adjusted for CPI.

18.2. Solid Waste Activities

To support the City's promotional and educational activities related to the solid waste system, solid waste management, solid waste diversion, or other solid waste related activities, the Contractor shall annually pay a lump sum of twenty-five thousand dollars (\$25,000) to the City. This payment shall be due to the City no later than October 1, 2021 and no later than October 1 of each subsequent Contract Year. A late payment charge of one and one half percent (1.5%) of the monies due shall be assessed monthly until full payment is received.

18.3. Solid Waste Staff

To provide support for the management of this Agreement and to implement Solid Waste related programs and activities, the Contractor shall make an annual lump sum payment of one hundred ten thousand dollars (\$110,000) to the City. This payment shall fully fund and/or supplement the City staff position(s) responsible for the management of this Agreement and/or other Solid Waste related programs or activities. Any such staff positions will be in the City's sole discretion. Additionally, the City, at its option, may use funds that are in excess of City staff salary and benefits to employ a consultant to aid in the development or implementation of plans, programs, projects, studies, etc. related to Solid Waste and recycling. This payment shall be due to the City no later than October 1, 2021 and no later than October 1 of each subsequent Contract Year. A late

payment charge of one and one half percent (1.5%) of the monies due shall be assessed monthly until full payment is received.

This payment shall be adjusted at the same percentage change in CPI, upward or downward, as any CPI based changes to the Contractor's rates, as specified in Section 16.2. For example, if the CPI increases by two percent (2%) and the Contractor notifies the City of a rate increase, the Solid Waste staff payment will increase to one hundred twelve thousand two hundred dollars (\$112,200), a two percent (2%) increase.

18.4. Special Activities

To provide support for the City's special events, the Contractor shall annually pay a lump sum of five thousand dollars (\$5,000) towards the City's special activities. This payment shall be due to the City no later than October 1, 2021 and no later than October 1 of each subsequent Contract Year. A late payment charge of one and one half percent (1.5%) of the monies due shall be assessed monthly until full payment is received.

18.5. Scholarship Program

To provide continued funding of the City's scholarship program, the Contractor shall annually pay a lump sum of five thousand dollars (\$5,000) to fund two scholarships which are to be awarded to Margate residents annually. The City shall specify any requirements of the recipients of these scholarships. The Contractor, if they choose, may have a representative on the scholarship committee. The Contractor shall issue payment directly to the educational institutions which they are attending. The Contractor shall provide the City with proof of payment.

18.6. Preparation of Agreement

The City has expended considerable effort and staff time related to the preparation and negotiation of this Agreement pursuant to a public procurement process. This public procurement process has resulted in a direct economic benefit to the Contractor. As such, to reimburse the City for these efforts, the Contractor shall make a one-time, lump sum payment of twenty-five thousand dollars (\$25,000) to the City no later than thirty (30) calendar days after the execution of this Agreement.

18.7. Disposal and/or Processing Fee Refund

As described and calculated in Section 20.1.2, the Contractor shall refund the City for any disposal fees collected by the Contractor from Residential Solid Waste Customers that are in excess of the Tipping Fees paid by the Contractor for the disposal of Solid Waste, Bulk Waste, Yard Waste, and Recyclable Materials collected from Residential Solid Waste Customers. If applicable, any such payments shall be made to the City no later than sixty (60) calendar days after the end of each Contract Year.

19. PAYMENTS TO THE CONTRACTOR

19.1. In General

The City and Customers shall have no obligation to pay the Contractor any monies unless such payment is explicitly required in this Agreement. The rates for Collection services in Exhibit 2 shall constitute the full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have sole authority to determine whether and to the extent which the Contractor is entitled to payment for services it provided under this Agreement.

19.2. Prohibition on Payments from Customers to Contractor

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any monies from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments

are less than or equal to the amounts authorized. The Contractor shall return any monies paid by a Customer within five (5) Business Days for which such payment is not explicitly required in this Agreement or which is in excess of the rates as stated in Exhibit 2.

19.3. Payments from City for Residential Collection Services

Subject to the conditions and exceptions contained herein, the City shall pay the Contractor the revenue collected by the City for the Residential Collection Services that are provided by the Contractor in compliance with this Agreement.

The City's payments to the Contractor for Residential Collection Services shall be made on a monthly basis, in arrears, for the Collection services provided by the Contractor during the previous month. Unless otherwise stated, the City's payments shall be issued to the Contractor within thirty (30) calendar days after the end of the month when the Contractor's Collection services were provided.

If the City pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Contract Administrator and the City shall make appropriate adjustments to the Contractor's payments to off-set past underpayments or overpayments resulting from any error. However, the City shall not be obligated to make any adjustment to correct for underpayments that occurred more than six (6) months before the City received the Contractor's notice of the error.

The City shall not be obligated to pay the Contractor for any of the Collection services provided by the Contractor to its Customers, except as provided in this Section.

19.4. Payments from Residential Solid Waste Customers for Residential Collection Services and Disposal

Pursuant to Section 17.1.2, Residential Solid Waste Customers that are not Individually Metered shall pay the Contractor directly for Residential Solid Waste, Bulk Waste, and Yard Waste Collection services, along with any associated disposal fees for these services, provided by the Contractor in compliance with this Agreement.

19.5. Payment for Multifamily Collection Services

Multifamily Solid Waste Customers and Multifamily Recycling Customers shall pay the Contractor directly, or where the City bills these services the City shall pay, for Multifamily Solid Waste Collection (which is inclusive of Multifamily Bulk Waste Collection), Multifamily Recyclable Materials Collection, Multifamily Recycling Rewards Program (if opted), and Solid Waste disposal provided by the Contractor in compliance with this Agreement.

19.6. Payment for Commercial Collection Services

Commercial Customers shall pay the Contractor directly for Commercial Solid Waste Collection services and disposal provided by the Contractor in compliance with this Agreement.

19.7. Payment for Supplemental and Expedited Supplemental Collection Services

Customers which request and receive Supplemental or Expedited Supplemental Collection service per the terms of this Agreement shall pay the Contractor directly for any such services rendered (including disposal).

19.8. Payment for Garbage Carts and Recycling Carts

Residential Solid Waste Customers and Residential Recycling Customers shall pay the Contractor directly for any fees that the Contractor charges, and is permitted to charge, for replacement carts, additional carts, or delivery fees charged pursuant to Sections 14.2.2 and 14.4. Except for the fees authorized in Sections 14.2.2 and 14.4, the Contractor shall not charge or collect any separate fee for purchasing, assembling, or delivering Garbage Carts or Recycling Carts to any Customer.

20. TIPPING FEES

20.1. Residential Waste

20.1.1. Payment

The Contractor shall be directly billed by the Designated Facilities for the Tipping Fees and/or Processing Fees for all Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste collected from Residential Solid Waste Customers and delivered to the appropriate Designated Facility pursuant to the terms in this Agreement. The Contractor shall issue payment directly to the Designated Facilities for the Tipping Fees and/or Processing Fees charged for the disposal/processing of these materials.

20.1.2. Disposal Fee Refund

The Tipping Fees and/or Processing Fees paid to the Contractor for Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste for waste generated by Residential Solid Waste Customers are to be considered unearned revenue. As such, at the end of each Contract Year the Contractor shall refund the City any funds paid to the Contractor that are in excess of the Tipping Fees and Processing Fees paid by the Contractor for Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste collected from Residential Customers. However, the Contractor shall not be entitled to any additional payment from the City, or its residents, if the Tipping Fees and Processing Fees paid by the Contractor exceed the Contractor's receipts for disposal and/or processing of Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste collected from Residential Customers. The refund, if any, shall be calculated as follows:

The refund shall be calculated by subtracting the total Tipping Fees and Processing Fees paid by the Contractor from the Tipping and Processing fees received by the Contractor for the disposal and/or processing of all waste from Residential Solid Waste and Recycling Customers. For example, if in the first Contract Year the Contractor received \$750,000 for the disposal and/or processing of Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste from Residential Solid Waste and Recycling Customers but only paid \$650,000 in Tipping Fees and Processing Fees, the Contractor would refund the difference of \$100,000 to the City.

20.2. Non-Residential Waste

The Contractor shall be billed directly by the appropriate Designated Facility and shall be responsible for paying all Tipping Fees for all Waste Streams collected from Multifamily Solid Waste Customers, Commercial Customers, and Supplemental Bulk Waste Collections.

21. ADMINISTRATIVE CHARGES

21.1. General

The City and Contractor acknowledge and agree that while it is difficult or impossible to accurately determine the damages that would or might be incurred by the City due to the failure or circumstances described in this section, which the Contractor is liable for, the administrative charges set forth in this section are reasonable and appropriate. The Contract Administrator shall decide any and all questions which may arise concerning the quality and acceptability of the work and services provided by the Contractor and the interpretation of the provisions of the Agreement. The Contractor may appeal any decisions or findings of the Contract Administrator to the City Manager, whose conclusions shall be final.

21.2. Administrative Charges

The Contractor shall be responsible for administrative charges which the City shall deduct from payments due to the Contractor from the City. However, during the initial ninety (90) days of the

Agreement, no administrative charges will be assessed as long as the Contractor can demonstrate their best efforts to minimize and correct any identified issues. The City may assess the below administrative charges:

- 21.2.1. \$100 for each Legitimate Missed Collection above two (2) Legitimate Missed Collections per calendar day. The Contractor shall not be charged for any Legitimate Missed Collections that are collected the same Business Day.
- 21.2.2. \$150 per incident, and per day if not corrected, for minor failures to perform services in accordance with this Agreement including, but not limited to, failure to return Containers to the proper location, failure to close Container enclosures, placing Containers so that they impede the normal flow of traffic, not closing Container lids, and failure to place a Non- Collection Notice on Containers or materials that do not meet the requirements of Proper Placement.
- 21.2.3. \$250 per incidence, per Business Day that the Contractor fails to respond to a Legitimate Complaint within the timeframe allotted per Section 12.2.
- 21.2.4. \$300 per occurrence, in addition to appropriate repairs, for failure to adequately maintain or repair equipment or repair damaged property including, but not limited to, vehicle leaks, trucks leaving skid marks, failure to repair property damage, or other failures.
- 21.2.5. \$1,500 per incident, and per day if not corrected, for major failures to perform services in accordance with this Agreement including, but not limited to, failure to complete routes as scheduled (at least 25 Dwelling Units on a route not serviced) without prior approval; commingling of materials; delivery of materials to a facility other than a Designated Facility without prior approval; failure to provide complete reports, plans, or other documents as required per the terms of this Agreement; and failure to meet any requirements of the Contractor prior to the commencement of this Agreement.

In addition to the above charges:

- 21.2.6. A \$750 administrative charge may be levied where ten (10) or more Legitimate Complaints are received in any seven (7) day period.
- 21.2.7. A \$1,000 administrative charge may be levied for three (3) or more Legitimate Complaints received from the same address in any ninety (90) day period.
- 21.2.8. A \$1,500 administrative charge may be levied for three (3) or more Legitimate Complaints received from the same address in any thirty (30) day period.
- 21.2.9. A \$2,000 administrative charge may be levied for any fifty-two (52) week period in which more than four hundred (400) Legitimate Complaints are received.
- 21.2.10. The Contractor shall pay to the City an amount equal to any Tipping Fees the City incurs due to the Contractor delivering materials to a non-Designated Facility and all revenue received for the sale of Recyclable Materials delivered to a facility other than the Designated Recycling Facility. Additionally, should the Contractor receive less revenue for the Recyclable Materials than had the materials been delivered to the Designated Recycling Facility; the Contractor's payment for Recyclable Materials revenue to the City shall be based on what the City would have received from the

Designated Facility for Recyclable Materials.

22. RECYCLABLE MATERIAL REVENUE

The City shall receive all revenues derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor from Residential Recycling Customers, Multifamily Recycling Customers, City properties, the Recyclable Materials Drop-off, and City sponsored or co-sponsored events. If the Contractor sells any such materials or delivers any such materials to a facility that is not the Designated Facility as directed by the City, Contractor shall submit the sales proceeds to the City within thirty (30) days. Additionally, if the revenue the Contractor received for the sale of Recyclable Materials is less than what the City would have received if the Contractor would have delivered the Recyclable Materials to the Designated Facility, the Contractor shall pay the City the revenue it would have received from the Designated Facility plus any applicable administrative fee(s) per Section 21 unless such Recyclable Materials were rejected by the Designated Facility. The Contractor may keep any revenues derived from the sale of Source Separated Recyclable Materials that the Contractor collects from Commercial Customers however; pursuant to Section 10.3.2, should the Contractor mix Recyclable Materials collected from Commercial Customers with Recyclable Materials collected from Residential Recycling Customers, Multifamily Recycling Customers, or the City, the City shall receive all revenues derived from the sale of any such mixed loads less fifty percent (50%) of any chargebacks to the Contractor.

23. CONTRACTOR'S VEHICLES AND EQUIPMENT

23.1. General Requirement

The Contractor shall purchase or lease, maintain, and repair all of the vehicles and equipment necessary to provide all services as required in this Agreement. All vehicles and equipment shall be purchased or leased from a nationally known and recognized manufacturer of such equipment. To ensure that the vehicles the Contractor will be using at the commencement of this Agreement are in a condition that is satisfactory to the City, the Contractor will present all collection vehicles to the Contract Administrator at least two weeks, but no earlier than thirty (30) days, prior to the commencement of this Agreement. If Contractor elects to use non-Primary Fleet or rental vehicles, during the initial period of the Agreement, the Contractor's Primary Fleet shall be in place and operational no later than nine (9) months after the execution of the Agreement.

23.2. Contractor's Vehicles and Equipment

23.2.1. General Requirements

The Contractor's vehicles and equipment shall be compatible with, and appropriate for, the areas where such vehicles and equipment utilized. All of the Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids during Collection operations. Contractor's Vehicles shall fully enclose the Contractor's Load utilizing a fully enclosed metal top, a tarpaulin, or a mesh net cover to prevent any waste material from escaping the vehicle during transport.

23.2.2. Age of Fleet

The average age of Contractor's Primary Fleet used to provide Collection services per the terms of this Agreement shall be no older than seven (7) years with no vehicle being older than ten (10) years. The average age shall be calculated by dividing the sum of the ages of all of the Contractor's Primary Fleet vehicles by the number of vehicles in the Contractor's Primary Fleet. Reserve vehicles may be no older than twelve (12) years.

23.2.3. Maintenance and Cleaning

The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted at all times. A schedule shall be made for cleaning, painting, and

maintaining each Collection vehicle in the Primary Fleet and all Mechanical Containers used to fulfill their responsibilities per the terms of this Agreement. At minimum, the Contractor's schedule shall follow the manufacturer's maintenance schedule. Oil and hydraulic systems, and waterproof seals and enclosures shall be kept in good repair at all times to prevent leaks and spills. The Contractor shall monitor, maintain, and repair any leaks or spills (fuel, hydraulic fluid, leachate, etc.) from Collection vehicles and equipment. The Contractor shall create and maintain records of all maintenance and repair work conducted on all of the Contractor's vehicles in the Primary Fleet. All such records will be provided to the City, upon request, within forty-eight (48) hours of any requests.

23.2.4. Spills and Leaks

The Contractor shall immediately respond to all spills or leaks of fluids, of any kind, originating from the Contractor's Collection vehicles. The Contractor shall immediately notify the Contract Administrator, and any other agency as required by Applicable Law, of all spills or leaks from its Collection vehicles. For spills or leaks of Hazardous Materials, the Contractor shall immediately commence the proper cleanup of any such spills or leaks. Cleanup of all spills or leaks of fluids that are not considered Hazardous Materials shall commence no later than the next Business Day after the Contractor is notified of any such spills or leaks. The Contractor shall be responsible for the cleanup of any spills reported by Customers as having originated from the Contractor's Collection vehicles. Cleanup of spills and leaks shall include the repair and/or remediation of any damage to public or private property caused by the spill or leak.

23.2.5. Fuels Used by Collection Vehicles

The Contractor's Primary Fleet, after the initial rental trucks are replaced by permanent fleet, shall consist of vehicles fueled by compressed natural gas (CNG) or other alternative fuel (including electric or hybrid powered vehicles) as approved by the Contract Administrator.

23.2.6. Identification

All of the Contractor's vehicles, equipment, and Mechanical Containers shall be clearly labeled with the Contractor's name and phone number. All of the Contractor's Mechanical Containers shall also be labeled to show the Container's capacity, the type of Waste Stream being collected in that Container and an identification number for the Container. Each of the Contractor's Collection vehicles shall also display the type of material that vehicle is collecting, an identification number for that vehicle, and any additional identification as required by any of the Designated Facilities (Section 25) or Applicable Law. All required identification and labeling as required in this section shall be displayed at all times.

23.2.7. Contractor's Technology Capabilities – GPS, RFID, and Ancillary Equipment in Contractor's Vehicles

23.2.7.1. Safety and Cleaning Equipment

All of the Contractor's Collection vehicles shall, at minimum, be equipped with, at all times, the following: all safety equipment required by Applicable Laws, a fire extinguisher, a shovel and broom, a spill response kit, and an audible back-up warning device. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, fuel, or other liquids from the Contractor's Collection vehicles.

23.2.7.2. Communication Devices

All vehicles shall be equipped with a cell phone, a two-way radio, or other appropriate communication device for communication between the vehicle

operator and the Contractor's supervisory personnel.

23.2.7.3. GPS

The Contractor's Collection vehicles shall be equipped with Global Positioning Systems (GPS), the Contractor and shall provide the GPS logs and records to the Contract Administrator upon request.

The Contractor shall utilize Third Eye camera based technology or similar technology, on their collection vehicles to ensure collection processes are adhered to and reviewable. The Contractor shall provide any video footage or other data obtained from such system including but not limited to the following: 1) The City shall have access to view real-time camera footage of the Contractor's collection vehicles service or the City shall receive the requested camera footage within 24 hours of request.; 2) the Contractor shall provide reports regarding all Contractor's collection services; 3) The Contractor shall provide collection vehicle route timeliness reports and 4) the City shall have access to camera footage and reports regarding any missed Contractor's services per address.

The Contractor's technology, as described herein, shall be of the most up-to-date technology throughout the term of this Agreement.

23.2.7.4. RFID

23.2.7.4.1. Garbage and Recycling Carts

The Contractor's vehicles shall be equipped with RFID systems that allow the Contractor to monitor the locations and usage of the Garbage and Recycling Carts utilized for the Collection of Garbage and Recyclable Materials per the terms of this Agreement. The data obtained using the RFID systems shall be compiled and maintained in an electronic format. The Contractor shall provide a software system that allows the City to access and monitor the RFID database and generate reports from the City's office. The Contractor shall be expected to keep said equipment in good repair and serviceable order. The Contractor may present to the City an alternate method for obtaining the same information as would be provided by the RFID system and the City, in its sole discretion, may allow the Contractor to utilize such alternate method in lieu of the RFID system. Contractor shall be obligated to maintain the RFID system and/or any alternate system approved by the City.

23.2.7.4.2. Mechanical Containers

If the Contractor opts to utilize RFID tracking of Mechanical Containers, the Contractor shall maintain data obtained using the RFID systems and provide the City with access to that data in the same manner as for the Garbage and Recycling Carts as specified in Section 23.2.7.4.1. above.

23.2.8. Local Storage and Repair of Contractor's Vehicles and Equipment

The Contractor shall provide a storage yard, garage, and maintenance facility for the year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. This facility shall be located within Broward County or Palm Beach County however; if the facility is located in Palm Beach County, it shall be no greater than twenty (20) miles, in a straight line, from the City of Margate City Hall (5790 Margate Boulevard, Margate, Florida). The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

23.2.9. Compliance with Applicable Laws

Contractor and its employees shall, at all times, operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws. This includes, but is not limited to, maintaining all necessary licenses and registrations, paying all fees and taxes on all vehicles and equipment as required by Applicable Law, and operating all vehicles in compliance with all traffic laws.

23.2.10. Reserve Vehicles and Equipment

The Contractor shall at all times have sufficient Reserve Vehicles and equipment available to complete daily Collection routes according to the established schedules. Reserve Vehicles and equipment shall be used when; a vehicle in the Contractor's Primary Fleet is out of service or; delays will prevent the Primary Fleet from completing routes within the permissible hours of operation on the Scheduled Collection Day or; additional resources are necessary to timely complete routes within the permissible hours of operation on the Scheduled Collection Day. Reserve Vehicles shall be able to be put into service within two (2) hours of any breakdown or delay experienced by the Primary Fleet. Reserve Vehicles and equipment shall substantially correspond to the size, capacity, and capabilities of the vehicles and equipment being replaced.

23.3. Right to Inspect

The Contract Administrator may inspect any of the Contractor's vehicles, equipment, loads, licenses, and registrations no more than twenty-four hours from such request. At the Contract Administrator's request, the City has the right to inspect each Collection vehicle being used to provide the services required of the Contractor per the terms of this Agreement, each day, prior to its use in the City. The Contract Administrator has the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, Bulk Waste, Yard Waste, Recyclable Materials, or any other material. The Contract Administrator may also, at any time, request that a Primary Fleet vehicle or Mechanical Container be repaired, maintained, cleaned, deodorized, or repainted and the Contractor shall comply with such requests within three (3) Business Days or remove the vehicle or Mechanical Container from service until such time when the requested work can be completed. The Contractor shall also consent to inspection of Loads by the City or the Broward County Solid Waste District or other such authority as determined by the City.

24. CONTRACTOR'S PERSONNEL

24.1. General

The Contractor shall employ sufficient, competent, and qualified personnel to satisfactorily perform all the services required under this Agreement. All personnel shall, at all times, be under the sole employment and direction of the Contractor and not an employee or agent of the City. The Contractor shall be responsible to the City for all acts and omissions of its employees. With reasonable cause, the Contract Administrator reserves the right to require the Contractor remove an employee from service to the City. The Contractor may utilize temporary labor to perform their duties per the terms of this Agreement by verbal authorization from the Contract Administrator which will be subsequently provided in writing. The Contractor shall, at all times, comply with all Applicable Laws concerning the protection and rights of employees. All of the Contractor's employees shall, at all times; comply with all Applicable Laws, including being properly licensed for the work they are performing; maintain a courteous and respectful attitude toward the public, City personnel, and any other individual with whom they come into contact with; abstain from soliciting, accepting, or encouraging tips, gratuities, gifts, or anything of value or accept any payments whatsoever on behalf of the City while performing duties under this Agreement; and

abstain from scavenging.

24.2. Training and Equipment

All of the Contractor's employees involved in the performance of this Agreement, including all office and Collection personnel, shall be provided with adequate training before and during their employment with the Contractor. The training shall familiarize employees with their required duties, standards of performance, their specific responsibilities, and the operation of all equipment to be used. All employees shall be trained to perform their duties to maximize the Collection of Recyclable Materials, minimize contamination, eliminate delays and missed pickups, and promote recycling/recovery at all times. All supervisory and Collection personnel shall be provided regularly scheduled, on-going comprehensive safety training. Contractor shall maintain training manuals, schedules, and logs at their local office. Collection and supervisory personnel shall receive operation and safety trainings at minimum once per month. All Collection and supervisory personnel involved in the performance of this Agreement shall be provided with, and wear at all times, a uniform, a safety vest, shirt, or jacket, and identification that makes the employee readily visible by motorists and clearly identifies them as the Contractor. All safety training and equipment shall, at minimum, meet all Applicable Law.

24.3. Route Supervisor

The Contractor shall have a minimum of one (1) permanent full-time Route Supervisor dedicated to the City. The Contractor shall provide the City with the Route Supervisor's name, phone number, and email address. The Route Supervisor shall be available to respond to the City Monday through Friday from 7:00 AM to 7:00 PM and shall be provided equipment to respond by phone and email while in the field. Contractor shall provide relief personnel coverage by qualified personnel when the Route Supervisor is off. Route Supervisor shall: have strong customer service skills and be able to effectively resolve difficult situations/problems; utilize a company vehicle to respond to and meet with Customers; be responsible for responding to Customer complaints in the timeframe allotted; be responsible for ensuring that Collection personnel are performing their responsibilities per this Agreement; conduct route audits to verify information regarding the number and size of Containers per Customer; and, at the request of the City, attend meetings, both internal and public, to discuss Collection services.

24.4. District Manager

The Contractor shall assign a qualified employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters relating to this Agreement. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement. The District Manager shall have the authority to make decisions and act on behalf of the Contractor and shall have direct access to the Contractor's management to resolve problems beyond the District Manager's authority. The City shall have twenty-four (24) hour access to the District Manager by both phone and email.

25. DESIGNATED FACILITIES

25.1. General

The Contractor shall deliver all Waste Streams collected pursuant to the terms of this Agreement to the Designated Facility as directed by the City. The City reserves the right to select new Designated Facilities for any or all of the Waste Streams collected pursuant to this Agreement. Should the City select a new Designated Facility, the Contractor shall not receive any additional compensation for their services except as described in Section 16.3.

25.2. Designated Facility for Solid Waste, Recyclable Materials, Bulk Waste, and Yard Waste

The current Designated Facilities for all Solid Waste, Recyclable Materials, Bulk Waste, and Yard

Waste shall be the Wheelabator South Resource Recovery Facility located at 4400 South State Road 7, Fort Lauderdale, Florida. The facility is open for the receipt of waste from 6 a.m. to 6 p.m., Monday through Friday, and from 6 a.m. to 4 p.m. Saturday, except Holidays. Per the terms of the City's agreement for the use of the Designated Facility, the Contractor shall be responsible for Unacceptable Waste brought to the facility; indemnify the Designated Facility and add the Designated Facility as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of the Contractor; execute a license agreement with the Designated Facility that sets forth the payment procedure; and provide a performance bond in favor of the Designated Facility in an amount that covers ninety (90) days of Tipping Fee payment for the disposal of Solid Waste collected from Commercial Customers and Multifamily Customers. See Exhibits 3 and 4 for the City's current disposal agreements.

26. OWNERSHIP OF WASTE MATERIALS

All Waste Streams shall belong to the Person generating such waste until that Waste Stream is collected by the Contractor. When the Contractor collects a Waste Stream on behalf of the City, title to that waste shall pass to the City. When the Contractor collects Source Separated Recyclable Materials from Commercial Customers, title to those materials shall pass to the Contractor. Upon delivery and acceptance of a Waste Stream to the appropriate Designated Facility or licensed and permitted material recovery facility, the title of that Waste Stream shall pass to the owner of the facility. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of all waste collected pursuant to this Agreement until it is delivered to and accepted by the appropriate facility.

27. RECORD KEEPING AND REPORTING

27.1. General

The Contractor shall be solely responsible for keeping all of the records and documents required per the terms of this Agreement. The Contractor's records shall be accurate and up-to-date at all times and shall be kept at its local office, or other location within Broward County, for a period of at least five (5) years following the termination of this Agreement. The Contractor shall keep all of its records for the City separate from its records for its other operations. All records and reports to the City shall be in a digital form such that they are compatible with the City's software (unless otherwise requested) and in a format approved by the Contract Administrator. If requested by the Contract Administrator, any and/or all records shall be provided within five (5) Business Days of being requested. All reports provided to the City shall be signed by a member of the Contractor's management team attesting that the information provided in the report has been verified to be accurate in all respects and subject to protection as allowed by law from the Florida sunshine Act.

27.2. Records

27.2.1. Retention of Records and Right to Access

In accordance with Florida Statute, 119.0701 – Contracts; public records, the Contractor shall keep, maintain and make available all records, regardless of format, including but not limited to finance records, statistical records, correspondence, and supporting documents pertinent to this Agreement for a period determined by the nature of the document, pursuant to state and federal records retention and disposition requirements, and after termination of this Agreement; provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; meet all requirements for retaining public records and transfer, at no cost, to the City all public

records in possession of the Contractor upon termination of the Agreement and destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements; all records stored electronically must be provided to the City in a format that is compatible with information technology of the City. If the Contractor does not comply with a public records request, the City shall enforce the Contract provisions in accordance with this Agreement.

27.2.2. Collection Services

The Contractor shall maintain records concerning all the Collection services provided by the Contractor in the Service Area. For each Customer the Contractor shall document, at minimum: the type of service(s) provided; for Multifamily Solid Waste and Commercial Customers, the date service was initiated, terminated, and/or reinstated; the number and size of Customer's Container(s); the serial or identifying number and, if applicable, the RFID number of each Container; the frequency of Collection (for Mechanical Containers and Recycling Carts from Multifamily Recycling Customers if collected more frequently than once per week); any changes regarding the number and size of Containers including the reason for the change; the date(s), if any, which Supplemental Bulk Collection was provided; overflowing Containers; special pickup requests; Non-Collection Notices issued; and other services provided. Additionally, the Contractor shall maintain records indicating Residential Recycling Customers' set-out rate for Recycling Carts utilizing the RFID data (as accurately as the technology permits) or other approved alternate method in accordance with Section 23.2.7.4.

27.2.3. Tonnages

The Contractor shall maintain records concerning all materials collected pursuant to this Agreement. Specifically, for each delivery the Contractor shall document: the date and time of the delivery; the type of material (Solid Waste, Recyclable Materials, Bulk Waste, Yard Waste, etc.); the source of the material (Residential, Multifamily, Commercial, or City); where the material was delivered; and the vehicle number that made the delivery. All such items shall be verifiable by scale house tickets and receipts which shall be entered into a summary table. If any material collected pursuant to this Agreement is delivered to a facility other than a Designated Facility, the Contractor shall record, in addition to the requirements of this section, the reason the material was not delivered to a Designated Facility.

27.2.4. Complaints and Customer Contact

The Contractor shall maintain records of all contact with Customers. At minimum these records shall include: the date and time of the contact; the Customer's street address and contact information; a description of why the Customer contacted the Contractor; if the contact was a complaint, whether the complaint was a Legitimate Complaint and , if not, why; and a description of when and how any complaints were resolved.

27.2.5. Household Hazardous Waste Events

The Contractor shall maintain records for the Household Hazardous Waste Collection events, which shall contain, at minimum, the following information: the number of residents attending the event, broken down by the type of material being disposed; the total weight of material disposed; and the total weight of each type of waste disposed. The Contractor shall provide the City a copy of all manifests generated from the event along with the destination of all waste collected at the event.

27.2.6. Other

The Contractor shall also maintain documents, records, and reports that the Contract Administrator may reasonably require to verify compliance with this Agreement or to meet

the City's reporting requirements with the State of Florida, Broward County, or other governmental entity.

27.3. Reporting

27.3.1. Monthly Reports

The Contractor shall provide the Contract Administrator with a monthly report by the 15th day of the following month (i.e. the January report is due no later than February 15) that summarizes the records the Contractor is required to create and maintain pursuant to this Agreement. The form and content of the monthly report shall be approved by the Contract Administrator.

27.3.2. Annual Reports

The Contractor shall provide the Contract Administrator with an annual report no later than thirty (30) calendar days after the end of each Contract Year. At minimum, the annual report shall include the following: annualized information for all items required in the monthly reports; an updated list of all vehicles and equipment used to provide Collection services pursuant to this Agreement; an updated list of all Garbage Carts and Recycling Carts in use by Residential Customers (the initial annual report shall require the Contractor to conduct a full accounting of all Garbage and Recycling Carts in possession by Residential Customers, refer to Section 14.6); an analysis and evaluation of the number and types of Legitimate Complaints received by the Contractor; a corrective action plan for any chronic problems, if any; an updated Collection Plan; a summary of all of the year's accidents and Legitimate Complaints involving property damage or personal injury; and any changes (equipment, procedures, staffing, etc.) that occurred in the previous year and any that are anticipated to occur in the coming year.

27.3.3. Accident Reports

The Contractor shall notify the Contract Administrator of any accidents involving the Contractor's staff, vehicles, or equipment while performing services per the terms of this Agreement that results in property damage or personal injury and in accordance with Section 33.13. Initial notification shall be provided as soon as practicable but in no instance more than six (6) hours of the accident and a written report shall be provided by the end of the next Business Day. The written report shall include, at minimum, the date and time of the event, a description of the event, an estimate of any property damage, any injuries, and a description of how the event and any associated damages and injuries were handled or will be handled. If there is not a resolution of the event by the time the written report is provided, the Contractor shall provide a follow-up written report within two (2) Business Days after the conclusion.

27.4. City's Right to Inspect and Audit Records

The Contractor shall cooperate with the City and provide any information, in addition to that which is explicitly required by this Agreement, that the Contract Administrator or the Contractor deems relevant for the City to ascertain whether the Contractor is properly performing their responsibilities. The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records and recordings concerning the Contractor's services under this Agreement, excluding personnel files or other Contractor-confidential information. The Contractor shall make their records and recordings available for inspection in the City during normal business hours within three (3) Business Days after the City requests the records.

28. TERMINATION

This Agreement may be terminated by the City at any time for the Contractor's failure to comply with the conditions, terms, specifications, and requirements of the bid, as determined by the City, but only

after the Contractor has been provided: ninety (90) days written notice setting forth the reasons for termination, with an opportunity to correct the alleged problems within the ninety (90) day notice period, and an opportunity to be heard at a hearing before the City Commission. In the event of termination, the City may call the Contractor's performance bond to pay for any charges incurred in excess of that charged to the City by the firm engaged for the balance of the Agreement period.

29. EVENTS OF DEFAULT

29.1. Events of Default

- 29.1.1. Failure of the Contractor to pay any amount payable to the City under this Agreement within fourteen (14) calendar days after such amounts become finally due and payable; or
- 29.1.2. Contractor shall voluntarily cease performance of Collection for a period of five (5) consecutive calendar days, unless caused by event of Force Majeure; or
- 29.1.3. Any representation or warranty made by the Contractor to the City at any time proved to have been incorrect or shall no longer continue to be true, except as expressly provided or permitted otherwise to the contrary in this Agreement; or
- 29.1.4. Contractor shall be adjudicated as bankrupt or insolvent, or a trustee, receiver, examiner, liquidator, or similar official be appointed for Contractor or any part of its properties in any involuntary proceeding or any court shall take jurisdiction of any part of the property of Contractor in any involuntary proceeding or the reorganization, dissolution, liquidation, winding up, arrangement, adjustment or composition of Contractor; or Contractor shall fail to pay or bond or otherwise discharge any one or more judgments or attachments which are unstayed on appeal; or
- 29.1.5. Contractor shall:
 - 29.1.5.1. Institute any proceeding seeking to adjudicate Contractor a bankruptcy or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of Contractor's debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it;
 - 29.1.5.2. Make an assignment for the benefit of credits;
 - 29.1.5.3. Admit in writing its inability or failure to pay its debts generally as they become due;
 - 29.1.5.4. Apply for, seek, consent to, or acquiesce in, the appointment of a receiver, trustee, examiner, liquidator or similar official for it or any substantial part of its property; or
 - 29.1.5.5. The submission of any intentionally false or misleading report, document, certificate, or instrument by Contractor to the City; or
 - 29.1.5.6. If Contractor shall fail to submit a performance bond or a renewal or substitute performance bond as required pursuant to this Agreement.

29.2. Termination for Default

In the event there should occur any event of default as defined in this Section which has not been remedied within thirty (30) days after receipt of written notice from City specifying such breach or default (or such longer period as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days, provided that Contractor has undertaken the cure within such thirty (30) days and proceeds diligently to cure in an expeditious manner), City, may if such default is continuing, terminate this Agreement upon ten (10) days written notice to Contractor. In such case, Contractor shall not be entitled to receive further payment for services rendered from the effective date of the notice of termination. Additionally, the City may call the performance bond and enter into a separate contract for the completion of this Agreement or use other methods as the City determines appropriate to complete the Agreement. Upon receipt of

notice of termination, Contractor shall promptly discontinue all affected work unless the notice of termination directs otherwise, deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries, such other information as may have been required under the terms of this Agreement whether completed or in process. All damages, costs, and charges incurred by City, together with the cost of completing the terms and provisions of the Agreement, shall be deducted from any monies due or which may become due to Contractor. In case of damages, and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

30. GENERAL TERMS AND CONDITIONS

30.1. Indemnity

The Contractor will defend, indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses and attorney's fees resulting from the injury to persons or damage to property arising out of work done in the performance of the Agreement caused by the negligence, willful misconduct, violation of law/regulation or breach of the terms of this Agreement.

Further, the Contractor shall defend, indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses and attorney's fees (up to and including the highest court of appeal) brought against the City by a third person or entity, or government, alleging the illegality of this and prior agreements with the parties, whether based upon violation of constitution, statute, rule or regulation and the common law.

30.2. Force Majeure

If either the City or the Contractor is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, but not limited to, an act of God, fires, hurricanes, floods, landslide, earthquake, volcanic eruption, extremely abnormal and excessively inclement weather, pandemics, quarantines, explosion (except those caused by the negligence of the Contractor, its agents, and assigns), war, civil disturbances, acts of terrorism, change in law, an injunction or legal proceeding brought against the City or Contractor, and any act, event, or condition which is determined by mutual agreement of the City and Contractor as being the same general type as the events herein identified, then the affected party shall be excused from performance hereunder during the period of such disability. However, labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure. The party claiming force majeure shall promptly notify the other party when it learns of a force majeure condition, diligently proceed to correct the adverse effect(s), and notify the other party when the force majeure condition has terminated. The Contractor shall not be entitled to compensation from a Customer or the City for such period of time as the delay or non-performance shall continue, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The City shall not be liable for any loss suffered by the Contractor as a result of an event of force majeure.

30.3. Employee Safety

Employees of the Contractor shall not be required to expose themselves to unusual dangers in performing their duties.

30.4. Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the City thereafter to enforce same; or shall

waiver of the City of any breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

30.5. Dispute Resolution

Notwithstanding, any other provisions provided in this Agreement, any dispute arising under this Agreement which is not disposed of by agreement shall be decided by the City Manager of the City of Margate, Florida, who shall produce his decision in writing and furnish a copy thereof to the Contractor. The decision of the City Manager of the City of Margate, Florida and those persons to whom he delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

30.6. Operations During Dispute

In the event that any dispute arises between City and Contractor relating to this Agreement, performance, or compensation the Contractor shall continue to render service in full compliance with the terms and conditions of this Agreement as interpreted, in good faith, by the City, regardless of such dispute. The City reserves the right to terminate this Agreement at any time whenever the service provided by Contractor fails to meet reasonable standards of the trade, after City provides written notice to Contractor pursuant to Section 29. Upon termination, City may call the performance bond and apply the cash and surety bond for the cost of services in excess of that charged to City by the firm engaged for the balance of the Agreement period.

30.7. Law to Govern and Litigation Venue

This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties agree to waive jury trial for all disputes.

30.8. Waiver of Jury Trial

The City and Contractor hereby knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit, or counterclaim based upon the Agreement, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

30.9. Performance Bond

The Contractor shall furnish to the City an irrevocable, annually renewable, Performance Bond (Exhibit 7) for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A" or better as to management and "FSC Class X" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; and (c) not be canceled or altered without at least thirty (30) calendar days prior notice to the City. The Contractor shall furnish the Performance Bond to the City at least five (5) calendar days before initiating Collection Services. The Performance Bond shall be maintained in full force and effect at all times during the term of this Agreement.

The Performance Bond shall be in the amount of one million dollars (\$1,000,000). Maintenance of the Performance Bond and the performance by the Contractor of all of the obligations under this

section shall not relieve the Contractor of liability under the default and termination provisions set forth in this Agreement or from any other liability resulting from any breach of this Agreement. The Performance Bond may be "called" and used if there is any default or breach of this Agreement by the Contractor. Calling or using the Performance Bond shall not restrict or preclude the use of any additional or other remedies available to the City against the Contractor for breach, default or damages.

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to call the Performance Bond three (3) days after giving notice and may engage another Person to provide necessary services.

30.10. Compliance with Laws

The Contractor shall, at all times, conduct all its operations under this Agreement in compliance with all Applicable Laws.

30.11. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

30.12. Illegal Provisions

If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

30.13. Permits, Licenses, Taxes, and Fees

The Contractor shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect at all times during the life of this Agreement. The Contractor shall be solely responsible for all taxes and fees associated with the provision of services pursuant to this Agreement.

30.14. Assignment and Sub-letting

The Contractor shall not assign, transfer, or subject the Agreement or its rights, title, interests, or obligations therein without the Contract Administrator's prior written approval. In the event of any assignment, the assignee shall assume the rights and obligations of the Contractor. Notwithstanding, **the Contractor shall ultimately be responsible and liable for the performance of this Agreement.** Violation of this paragraph shall constitute a breach of contract by the Contractor and the City may, at its discretion, cancel the Agreement wherein all rights, title, interest, and obligations of the Contractor shall thereupon cease and terminate.

30.15. Payments Withheld from Contractor

In addition to the remedies provided elsewhere in this Agreement, the City may withhold part or all of any payment otherwise due the Contractor if the Contract Administrator concludes that the Contractor's actions or inactions have resulted in the following:

- i. Unsatisfactory work not caused by conditions beyond the Contractor's control, which has not been corrected;
- ii. The Contractor's failure to carry out lawful instructions or orders from the Contract Administrator, when required by this Agreement;
- iii. Failure of the Contractor to make payments to any subcontractor, which results in a claim against the City;
- iv. Unsafe working conditions allowed to persist by the Contractor;
- v. Failure of the Contractor to provide routes, schedules, data, documents, or reports requested by the City in compliance with this Agreement; or

If the foregoing problems are corrected within a reasonable amount of time at the Contract

Administrator's discretion, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for interest on any delayed payment. The Contract Administrator shall not exercise the City's right to withhold payments under this section unless the Contract Administrator concludes that such action is reasonable and necessary in light of the Contractor's problems or failure of performance.

30.16. Cost Savings

In the event that Contractor and/or City identify method(s) in which a cost savings to the City is available, Contractor and City agree to modify this Agreement to provide for such, provided any changes do not create an undue hardship on Contractor and are mutually agreed upon by City and Contractor.

30.17. Independent Contractor

This Agreement does not create an employee/employer relationship between the City and the Contractor. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with Applicable Law relating to the use of Contractor's funds provided for herein. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or or overtime premiums.

30.18. Signatory Authority

Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

30.19. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation, or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

30.20. Merger; Amendment

This Agreement and the Contractor's response to RFP 2020-004 constitute the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

30.21. Interpretation of Agreement

Except as provided otherwise in this Agreement and to the extent permitted by law, the City Manager, as defined, herein shall be responsible for interpreting this Agreement to resolve disputes that may arise hereunder. The parties agree that any decision rendered by the City Manager in connection with such matters shall be final and binding upon the Contractor and the City; and the Customer where the Customer is a party to the dispute.

31. INSURANCE

31.1. General

The Contractor and/or any and all subcontractors or anyone directly or indirectly employed by either of them shall maintain in full force, at their own expense, during the life of this Agreement all insurance as required by the City and by Applicable Law. The Contractor shall provide the City with all insurances required under this section prior to beginning any work under this Agreement and shall keep all insurances filed with the City current at all times.

Should any of the required insurances lapse during the life of this Agreement; requests for payment originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse in insurance.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal, or reduction in coverage limits to the City. The Contractor shall name as additional insured for all liability policies, except worker's compensation, the City of Margate and its officers, agents, employees, and commission members. All liability policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy.

31.2. Coverages

- 31.2.1. Worker's Compensation – Statutory coverage with a minimum of \$1,000,000 per occurrence for Employer's Liability.
- 31.2.2. Commercial General Liability – \$1,000,000 per occurrence combined single limit bodily injury and property damage including coverage for contractual liability, personal injury, broad form property damage, products, and completed operations.
- 31.2.3. Umbrella Liability Coverage – \$5,000,000 per occurrence.
- 31.2.4. Automobile Liability – \$1,000,000 per occurrence combined single limit bodily injury and property damage including liability for owned, non-owned, and hired automobiles.
- 31.2.5. Pollution Liability – \$1,000,000 per occurrence and \$1,000,000 in the aggregate including all sudden and non-sudden events.

31.3. Subcontractor's Insurance

The Contractor shall ensure that all subcontractors take out and maintain during the life of their subcontract the same insurance coverage required of the Contractor. Each subcontractor shall furnish to the Contractor two copies of the certificates of insurance and the Contractor shall provide a copy of all certificates to the City.

31.4. Insurance Company and Agent

All of the insurance provided by the Contractor pursuant to this Agreement shall be issued by an insurance company or companies authorized and licensed to do business in the State of Florida with a minimum rating of B+ in accordance with the latest edition of A.M. Best's Insurance Guide with a Financial Category Size of VI or greater.

31.5. Waiver of Subrogation

The Contractor shall endorse the Commercial General Liability with a Waiver of Subrogation endorsement GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Other to Us, or similar endorsement providing equal or broader Waiver of Subrogation, as well as a Waiver of Subrogation for every other required policy herein in favor of the City for each required policy providing coverage during the entire term of this Agreement. When required by the insurer, or

should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

32. NOTICES

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person or sent by United States Certified Mail to:

CITY

City Manager
City of Margate
5790 Margate Boulevard
Margate, Florida 33063

Copy to:
City Attorney
City of Margate
5790 Margate Boulevard
Margate, Florida 33063

CONTRACTOR

Copy to:

33. MISCELLANEOUS

33.1. Succession of Agreement

This Agreement and the rights and obligation contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

33.2. Survival

Any rights either party may have in the event it terminates this Agreement pursuant to the terms hereof shall survive such termination.

33.3. No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any party to this Agreement. The parties hereby agree that the rights of City in the event Contractor takes or fails to take certain actions pursuant to this Agreement, are reasonable, and that the parties desire such certainty with regard to such matters.

33.4. Further Assurance

Contractor and City agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

33.5. Time of the Essence

For purposes herein, the parties agree that time shall be of the essence of this Agreement and that representations and warranties made are all material and of the essence of this Agreement.

33.6. Captions and Section Headings

Captions and Sections headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

33.7. No Waiver

No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

33.8. Appendices

All appendices attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by reference. Original documents of appendices inserted in this form or attached hereto shall control all copies in conflict therewith.

33.9. Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each party shall be responsible for their own attorney's fees and costs.

33.10. Authorization

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the Person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

33.11. Taxes

Contractor shall pay all applicable sales, consumer use, and other similar taxes required by law. The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

33.12. Summary of the City and Contractor's Efforts Regarding Florida Statute 403.22(a)

Should the City opt to provide a curbside recycling program and implement the optional recycling enforcement program, the following are the respective responsibilities of the City and the Contractor to reduce contamination of Recyclable Materials:

City's efforts:

1. They City has implemented an interactive program called "Waste Wizard" on the City's

website wherein residents can type any keyword and ascertain how to properly dispose of various materials. This program is also able to instruct resident what materials are for bulk pick-up and/or garbage pick-up as well.

2. On an annual basis, the City sends all of its residents a solid waste and recycling brochure that discusses the City's processes for both waste pick up.
3. Website
4. Outreach/social media

Contractor's efforts:

1. At least one hundred and twenty (120) days prior to the Contractor's commencement of services described in this Agreement, the Contractor will submit a written plan to implement a recycling enforcement program to reduce the amount of contaminated recyclable material collected and said plan must include, but not limited to, how the Contractor will measure this program's success. The Contractor Administrator must approve this plan prior to the Contractor's implementation.
2. As indicated herein, the Contractor will provide a Recyclable Materials drop-off container within the City limits. The Contractor shall provide an implementation plan to reduce contamination at the drop-off which shall be approved by the Contract Administrator.
3. At least one hundred and twenty (120) days prior to the Contractor's commencement of services described in this Agreement, the Contractor must provide the Contract Administrator with written procedures and remedies on how they will identify, document, manage and/or reject residential recycling containers, truck loads, carts or bins that contain contaminated recyclable materials. The Contract Administrator must approve these written procedures and remedies prior to the Contractor's implementation.

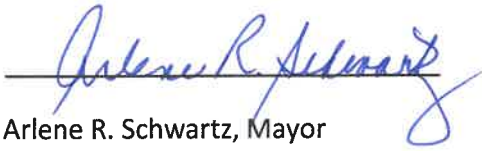
33.13. Protection of Private and Public Property

- 33.13.1. The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when necessary to provide Collection Service (e.g., Back Door Service) or hang a notice (e.g., a Non-Collection Notice; notice of property damage) on the Customer's doorknob pursuant to this Agreement. At all other times, the Contractor's employees shall follow the sidewalks for pedestrians and shall not cross a Customer's property to an adjoining property, unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.
- 33.13.2. The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, mailboxes, trees, flowers, shrubs, grass, and Collection Containers.
- 33.13.3. The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots (e.g., when Collecting Yard Waste with a clamshell bucket).
- 33.13.4. The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Waste or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Waste with a clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area. The Contractor also shall replace any sod that was removed or killed by the Contractor's actions.
- 33.13.5. The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public or private property. In addition to Sections 23.2.4 and 27.3.3, the Contractor's employee shall immediately notify

- the Field Supervisor, the property owner and the Contract Administrator when the employee causes such damage. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and telephone number.
- 33.13.6. The Contractor shall be responsible for all costs and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents, to the extent that such damage was caused by or results from the actions of the Contractor, its employees or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Contract Administrator or a Customer notifies the Contractor before 12 p.m. (noon) on an Operating Day concerning any such claim, the Contractor shall investigate and respond to the Contract Administrator and Customer before the end of that day. If the Contract Administrator or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Contract Administrator and Customer before noon on the next Operating Day. The Contractor shall repair any damage within three (3) days after the Contractor receives notice that the damage occurred, unless the Contractor requests and the Contract Administrator grants an extension of time. If the Contractor uses continuous and diligent efforts to meet the deadlines contained in this Section but nonetheless is unable to comply, the Contract Administrator may grant reasonable extensions of time for the completion of the work required herein. In all cases, the public or private property shall be restored to a condition that is at least equal to the condition that existed before the damage occurred. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Contract Administrator. If the Contractor fails to complete the repair or restoration work in compliance with the timetables and requirements specified herein, the City may perform or arrange for a third party to perform the work and then deduct the cost of the work from the City's payments to the Contractor.
- 33.13.7. In any case involving property damage, the Contractor shall submit photographs and other relevant information to the City to demonstrate that the Contractor did not cause the damage. The Contract Administrator shall fairly consider all such information before the Contract Administrator decides whether the Contractor must undertake any repairs or other work pursuant to this Section.
- 33.13.8. The Contractor shall not be liable for damages to the City's streets caused by the weight of the Contractor's trucks and equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement. The Contractor shall not be liable for damages to a Customer's driveway, access way, or pad for a Mechanical Container, if the Customer uses a Mechanical Container and the damages are caused solely by the weight of the Contractor's trucks, Mechanical Container, or equipment, except to the extent of the Contractor's negligence, wrongful action, or breach of this Agreement.

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CITY OF MARGATE


Arlene R. Schwartz, Mayor

25 day of August, 2021


Cale Curtis, City Manager

25 day of August, 2021

ATTEST:



Joseph J. Kavanagh, CMC, City Clerk
nmc

25 day of August, 2021

APPROVED AS TO FORM:

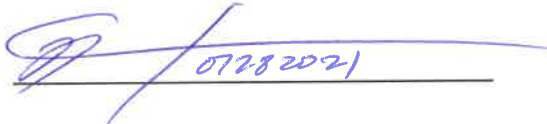


David Tokes

Weiss, Serota, Helfman, Cole, & Bierman,
P.L., Interim City Attorney

25 day of AUGUST, 2021

REPUBLIC SERVICES OF FLORIDA LIMITED PARTNERSHIP d/b/a ALL SERVICE REFUSE (Contractor)

 07282021

Jean-Pierre Turgot, General Manager

28 day of July, 2021

Witnessed:



Mike Rizopoulos

28TH day of July, 2021

W SAMPLE RD

W ATLANTIC BLVD

W SOUTHGATE BLVD

W COCONUT CREEK PKWY

NOT TO SCALE

City of Margate provides these maps and their information for personal use "as is." This information is derived from sources which may, in part, not be current, be outside the control of the City of Margate, and may be of dubious accuracy. These decisions by these maps are approximate, and are not necessarily accurate to surveying or engineering standards. The

Disclaimer:
The City of Margate provides these maps and their information for your personal use "as is." This information is derived from multiple sources which may, in part, not be current, be outside the control of the City of Margate, and may be of dubious accuracy. The areas depicted by these maps are approximate, and are not necessarily accurate to surveying or engineering standards. The City of Margate makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. To verify the GIS staff of any discrepancies by contacting the Department of Environmental and Engineering Services at (954) 972-0628.

EXHIBIT 2 - RATES FOR COLLECTION SERVICES

NON-MANDATORY

BEST AND FINAL OFFER (BAFO) PACKAGE

FOR

RFP 2021-04 GARBAGE AND RECYCLING COLLECTION SERVICES

The undersigned Proposer offers and voluntarily submits the following Best and Final Offer (BAFO) pricing in response to the City of Margate's non-mandatory BAFO pricing request for the above referenced RFP. Proposer acknowledges that the BAFO opportunity is voluntary, yet binding, and is open to all original Proposers for RFP 2021-004. Further, Proposer acknowledges the opportunity presented by this BAFO to adjust any pricing submitted in their initial response to City's RFP 2021-004 or to make no price adjustments at all. A person, who has binding authority for the submitting firm, preferably the same individual that executed the original RFP submission, shall execute all BAFO submissions. If any Proposer elects not to participate in the BAFO opportunity or fails to submit a BAFO within the period and in the manner stipulated below, Proposer's initially submitted RFP 2021-004 pricing shall prevail and shall be final.

Submission Deadline/Methods:

Electronic – No later than **6:00 p.m. Monday, May 3, 2021** via email only to purchase@margatefl.com. If Proposer submits a BAFO electronically, Proposer is also required to submit the hard copy original of their electronically submitted BAFO no later than 6:00 p.m. Wednesday, May 5, 2021 to the person and location shown below.

Hard Copy Original – No later than **6:00 p.m. Monday, May 3, 2021** to the person and location shown below.

Submission Location Details:

City of Margate Purchasing Division
Attention: Spencer L. Shambray, CPPB, Purchasing Manager
5790 Margate Boulevard
Margate, FL 33063

Company Name: Republic Services of Florida, Limited Partnership

Submitter's Printed Name: Jean-Pierre Turgot- General Manager

Submitter's Signature: 


Date: 4/30/2021

Submitter's Initials: _____

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following Cost Form table (Table 1) is for the Rates applicable to the Collection of Solid Waste from Residential Curbside Solid Waste Customers. The rates included in Table 1 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Stream.

TABLE 1 – RATES FOR RESIDENTIAL CURBSIDE COLLECTION OF SOLID WASTE			
	Without Separate Recycling Collection		With Separate Recycling Collection
Solid Waste Collection (Carts –3.i.a.) Twice per week			
Fees for Garbage Cart Capacity up to 130 Gallons			
Collection	\$	17.95	\$ 11.72
Disposal	\$	5.61	\$ 4.77
Additional Fees for Garbage Cart Capacity in Excess of 130 Gallons			
Collection	\$	7.00	\$ 6.00
Disposal	\$	5.61	\$ 4.77
Solid Waste Collection (Carts 3.i.b.) Once per week			
Fees for Garbage Cart Capacity up to 260 Gallons			
Collection	\$	18.13	\$ 13.49
Disposal	\$	5.61	\$ 4.77
Additional Fees for Garbage Cart Capacity in Excess of 260 Gallons			
Collection	\$	7.00	\$ 6.00
Disposal	\$	5.61	\$ 4.77

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
 (continued)

The following Cost Form table (Table 2) is for the Rates applicable to the Collection of Bulk Waste, Yard Waste, and Commingled Waste from Residential Curbside Solid Waste Customers. The Rates included in Table 2 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.


TABLE 2 – RATES FOR RESIDENTIAL CURBSIDE COLLECTION OF BULK WASTE, YARD WASTE, AND COMMINGLED WASTE		
	Without Separate Recycling Collection	With Separate Recycling Collection
<i>Unlimited Commingled Waste Weekly Collection (3.iii.a.)</i>		
Collection	\$6.44	\$6.44
Disposal	\$2.69	\$2.69
<i>Limited Weekly Commingled Waste Collection (3.iii.b.)</i>		
Collection	\$6.44	\$6.44
Disposal	\$2.69	\$2.69
<i>Unlimited Twice Per Month Commingled Waste Collection (3.iii.c.)</i>		
Collection	\$3.07	\$3.07
Disposal	\$2.69	\$2.69

Submitter's Initials: _____

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following Cost Form table (Table 3) is for the Rates applicable to the Collection of Recyclable Materials from Residential Recycling Customers and Multifamily Recycling Customers. The Rates included in Table 3 are inclusive of all fees and costs for the Proposer to collect Recyclable Materials and the cost for the optional recycling rewards program.

TABLE 3 – RATES FOR RECYCLABLE MATERIALS COLLECTION		
<i>Curbside Residential Recycling</i>		
Collection	\$	4.24
Disposal/Processing	\$	0.84
<i>Multifamily Recycling (Carts)</i>		
Collection	\$	3.00
Disposal/Processing	\$	0.84
<i>Multifamily Recycling (Dumpster)</i>		
Collection	\$	15.61
Disposal/Processing	\$	2.71

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following Cost Form table (Table 4) is for the Rates applicable to the Collection of Solid Waste and Bulk Waste from Multifamily Solid Waste Customers. The Rates included in Table 4 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 4 – RATES FOR MULTIFAMILY SOLID WASTE COLLECTION		
(INCLUDES WEEKLY BULK)		
	Without Separate Recycling	With Separate Recycling
	Collection	Collection
<i>Carts</i>		
Collection	\$ 72.38	\$ 72.38
Disposal	\$ 9.58	\$ 9.08
<i>Dumpsters (Non-Compacted)</i>		
Collection	\$ 17.61	\$ 17.61
Disposal	\$ 3.26	\$ 2.71
<i>Dumpsters (Compacted)</i>		
Collection	\$ 17.61	\$ 17.61
Disposal	\$ 9.78	\$ 8.46
<i>Rolloffs</i>		
Delivery	\$ 250.00	\$ 250.00
Collection	\$ 635.00	\$ 635.00
Disposal	Based On Weight	Based On Weight


*** Price per ton Times weight
of Container

Submitter's Initials: 

R5**Cost Forms for RFP 2021-004
(continued)**

The following Cost Form table (Table 5) is for the Rates applicable to the Collection of Solid Waste and Bulk Waste from Multifamily Solid Waste Customers. The Rates included in Table 5 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 5 – RATES FOR MULTIFAMILY SOLID WASTE COLLECTION		
(INCLUDES TWICE PER MONTH BULK)		
	Without Separate Recycling Collection	With Separate Recycling Collection
<i>Carts</i>		
Collection	\$ 72.38	\$ 72.38
Disposal	\$ 9.58	\$ 9.08
<i>Dumpsters (Non-Compacted)</i>		
Collection	\$ 17.61	\$ 17.61
Disposal	\$ 3.26	\$ 2.71
<i>Dumpsters (Compacted)</i>		
Collection	\$ 17.61	\$ 17.61
Disposal	\$ 9.78	\$ 8.46
<i>Rolloffs</i>		
Delivery	\$ 250.00	\$ 250.00
Collection	\$ 635.00	\$ 635.00
Disposal	Based On Weight	Based On Weight


Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
 (continued)

The following Cost Form table (Table 6) is for the Rates applicable to the Collection of Solid Waste from Commercial Customers. The Rates included in Table 6 are inclusive of all fees and costs for the Proposer to collect and dispose of said Waste Streams.

TABLE 6 – RATES FOR COMMERCIAL SOLID WASTE COLLECTION			
	Without Separate Recycling Collection		With Separate Recycling Collection
Carts			
Collection	\$	\$ 72.38	\$ 72.38
Disposal	\$	\$ 10.59	\$ 10.59
Dumpsters (Non-Compacted)			
Collection	\$	\$ 18.63	\$ 18.63
Disposal	\$	\$ 2.44	\$ 2.44
Dumpsters (Compacted)			
Collection	\$		
Disposal	\$	\$ 18.63	\$ 18.63
Rolloffs		\$ 7.32	\$ 7.32
Delivery	\$	\$ 250.00	\$ 250.00
Collection	\$	\$ 635.00	\$ 635.00
Disposal ***		Based On Weight	Based On Weight


*** Price per ton Times weight
 of Container

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following cost proposal table (Table 7) is for the rates applicable to the additional services identified in the table. The rates included in Table 7 are inclusive of all fees and costs for the Proposer to provide the specified services including disposal (if applicable).

TABLE 7 – RATES FOR ADDITIONAL SERVICES		
	Without Separate Recycling Collection	With Separate Recycling Collection
<i>Replacement or Additional Residential Garbage and Recycling Carts (One-time Fee)</i>		
35-Gallon Cart	\$ 55.00	\$ 55.00
65-Gallon Cart	\$ 60.00	\$ 60.00
95-Gallon Cart	\$ 65.00	\$ 65.00
Delivery Fee (if applicable)	\$ 50.00	\$ 50.00
<i>Supplemental Bulk Collections</i>		
Collection	\$ 20.00	\$ 20.00
Disposal	\$ 5.00	\$ 5.00
<i>Expedited Supplemental Collection</i>		
Collection	\$ 30.00	\$ 30.00
Disposal	\$ 5.00	\$ 5.00
<i>Wastewater Treatment Plant Containers for Wastewater Material</i>		
Disposal	\$ 15.76	\$ 15.76

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following cost proposal table (Table 8) is the generation factors that were used to calculate the disposal costs in Tables 1-2 and 4-7. The Proposer's generation factors shall be used throughout the term of the Agreement (including any renewals) unless otherwise agreed upon with the City. Proposers shall use the generation factors provided here along with the following current per ton disposal/processing rates to determine the disposal component of their Rates: Solid Waste - \$46.57, Yard Waste - \$37.05, and Bulk Waste - \$37.05.

TABLE 8 – GENERATION FACTORS		
	Without Separate Recycling Collection	With Separate Recycling Collection
<i>Residential Curbside Collection Services</i>		
Twice Per Week Cart Based Solid Waste Collection - 3.i.a. (Tons per Unit per Year)	1.45 Tons Per Unit Per Year	1.23 Tons Per Unit Per Year
Cart Based Solid Waste Collection - 3.i.a. – Excess Cart Capacity (Tons per Cart per Year)	.55 Tons Per Cart Per year	.55 Tons Per Cart Per year
Once Per Week Cart Based Solid Waste Collection - 3.i.b. (Tons per Unit per Year)	1.45 Tons Per Unit Per Year	1.23 Tons Per Unit Per Year
Cart Based Solid Waste Collection - 3.i.b. – Excess Cart Capacity (Tons per Cart per Year)	.55 Tons Per Cart Per Year	.55 Tons Per Cart Per Year
Unlimited Weekly Commingled Collection (Tons per Household per Year)	.74 Tons Per House Hold Per Year	.74 Tons Per House Hold Per Year
Limited Weekly Commingled Waste Collection (Tons per Household per Year)	.74 Tons Per House Hold Per Year	.74 Tons Per House Hold Per Year
Twice per Month Commingled Collection (Tons per Household per Year)	.71 Tons Per House Hold Per Year	.71 Tons Per House Hold Per Year
Recycling Collection (Tons per Household per Year)	N/A	.20 Tons Per House Hold Per Year
<i>Multifamily Collection Services</i>		
Carts (Tons per Cart per Year)	.75 Tons per cart per Year	.75 Tons per cart per Year
Dumpsters - Loose (Pounds per Yard per Collection)	113 Pounds Per Yard Per collection	90 Pounds Per Yard Per collection
Dumpsters – Compacted (Pounds per Yard per Collection)	270 Pounds Per Yard Per collection	270 Pounds Per Yard Per collection
Recycling Collection (Carts) (Tons per Unit per Year)	N/A	.11 Tons Per Cart Per Year
Recycling Collection (Dumpsters) (Pounds per Yard per Collection)	N/A	30 Pounds Per Yard Per collection
<i>Commercial Collection Services</i>		
Carts (Tons per Cart per Year)	.69 Tons per cart per year	.69 Tons per cart per year
Dumpsters – Loose (Pounds per Yard per Collection)	85 Pounds Per Yard Per collection	85 Pounds Per Yard Per collection
Dumpsters - Compacted (Pounds per Yard per Collection)	255 Pounds Per Yard Per collection	255 Pounds Per Yard Per collection

Submitter's Initials:




Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following cost proposal table (Table 9) is indicating the increase or decrease in Collection cost due to change(s) in Designated Facility(ies) based on the distance of the facility from City Hall:

Table 9 – Pricing Change Due to Change in Designated Facility(ies)	
	Percent Change in Collection Portion of Rates in Tables 1-8 Above
0 to 5 Miles from City Hall	0%
5-10 miles from City Hall	0%
20-30 miles from City Hall	20%
30-40 miles from City Hall	40%


Selected Proposer's rates provided on Tables 1-8 above represent travel of 10 to 20 miles from City Hall to the current Designated Facility.

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following Cost Form table (Table 10) is for the Rates applicable to the Optional Drop-Off services. The Rates included in Table 10 are inclusive of all fees and costs for the Proposer to accept and dispose of said Waste Streams as described in the sections on the bottom of page 15 "Optional Bulk Waste Drop-Off" and "Optional Recycling Drop-Off".


TABLE 10 – RATES FOR OPTIONAL DROP-OFF SERVICES	
<i>Bulk Waste Drop-off</i>	
Location within City Limits	\$ 5,820.00
Location Outside of City Limits within 10 mi. of City Hall	\$ 6,020.00
<i>Recycling Drop-off</i>	
One service day without bulk waste drop-off co-location	\$ 3,200.00
One service day with bulk waste drop-off co-location	\$ 3,400.00

Submitter's Initials: 

Best and Final Offer (BAFO) Form 18
Cost Forms for RFP 2021-004
(continued)

The following Cost Form table (Table 11) is for the Rates applicable to the Recycling Enforcement Program as described in Section ii. c. herein for the City of Margate Multifamily and Single Family Residential Curbside Customers. The Rates included in Table 11 are inclusive of all fees and costs for the Program as described in Section ii. c. herein.

TABLE 11 – OPTIONAL RECYCLING ENFORCEMENT PROGRAM	
<i>Recycling Enforcement Program</i>	
Curbside Customers	\$7 Per Unit / MO.
Multifamily Customers	\$7 Per Unit / MO.

Submitter's Initials: 

**EXHIBIT 3 - INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARGATE AND
BROWARD COUNTY, FLORIDA FOR SOLID WASTE DISPOSAL SERVICES**

AN
INTERLOCAL AGREEMENT
BETWEEN
BROWARD COUNTY
AND
PARTICIPATING COMMUNITIES
FOR
SOLID WASTE DISPOSAL SUPPORT SERVICES

AGREEMENT

This Interlocal Agreement ("Agreement") dated for convenience September 1, 2012 between BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, by and through its Board of County Commissioners, hereinafter referred to as "COUNTY":

AND

The municipalities whose names appear in Exhibit "A" attached hereto and made a part hereof, their successors and assigns, hereinafter referred to as "PARTICIPATING COMMUNITY or COMMUNITIES". It is expected that Broward municipalities may elect to execute this Agreement and become a PARTICIPATING COMMUNITY at different times and throughout the term of this Agreement. At such time as a municipality executes this Agreement or subsequently terminates this Agreement, County is authorized to add or delete the municipality as a PARTICIPATING COMMUNITY to Exhibit A. Upon adding or deleting a PARTICIPATING COMMUNITY to Exhibit A, written notice containing the amended Exhibit A shall be sent to all parties to this Agreement.

ARTICLE 1 **BACKGROUND**

- 1.1 In order to establish the background, context and frame of reference for this Agreement and to provide a general background regarding the objectives and intentions of the COUNTY and the PARTICIPATING COMMUNITIES, the following statements, representations and explanations are predicates for the undertaking and commitments included within the provisions which follow and shall be construed as essential elements of the mutual considerations upon which this Agreement is based.
- 1.2 The County and the Contract Communities (as such term is defined in the Prior Interlocal Agreement) have previously entered into a Prior Interlocal Agreement dated November 25, 1986, as amended, ("Prior Interlocal Agreement") which authorizes and requires the County to provide for the disposal of solid waste delivered by or on behalf of the Contract Communities through July 2, 2013.

- 1.3 In order to provide for the continuous disposal of all Contract Community solid waste throughout the term of the Prior Interlocal Agreement, the County has entered into an agreement with Wheelabrator South Broward Inc. and Wheelabrator North Broward Inc. dated June 28, 2011 pursuant to which the County will deliver or cause to be delivered, solid waste generated within the Contract Communities, and the above companies will accept responsibility and dispose of such solid waste at its facilities until July 2, 2013.
- 1.4 In order to continue to make available to all Broward municipalities a regional, economic and environmentally sound method of solid waste disposal after July 2, 2013, the Broward County Board of County Commissioners approved on June 26, 2012: (i) an agreement between County and Sun-Bergeron Solid Waste, J.V. ("Sun-Bergeron" or "Contractor") dated June 26, 2012 for solid waste disposal services, and (ii) an agreement between County and Wheelabrator Environmental Systems Inc., a Delaware corporation ("Wheelabrator" or "Contractor") dated June 26, 2012 for solid waste disposal services (collectively referred to as the Solid Waste Agreement(s)). The terms of the Solid Waste Agreements require, among other things, Sun-Bergeron and Wheelabrator, for a five year initial term, to accept PARTICIPATING COMMUNITIES' waste and commence disposal operations on July 3, 2013.
- 1.5 In addition to approving the Solid Waste Agreements on June 26, 2012, the Broward County Board of County Commissioners further approved a "Side Letter" dated June 19, 2012 from Wheelabrator Technologies Inc. to Broward County whereby the County and company agreed to waive, for a limited period of time, the County's right to preferential pricing based on certain third party agreements, in exchange for the company making payments to County for its exclusive use and benefit. The County agrees to contribute the company payments to its solid waste programs, administration and operations.
- 1.6 It is the intent of this Agreement to offer to all Broward municipalities the option to execute this Interlocal Agreement and elect to become a PARTICIPATING COMMUNITY subject to the terms of this Agreement and the applicable Solid Waste Agreement(s). By electing to become a PARTICIPATING COMMUNITY a municipality has the discretion to select either or both Contractor(s) as its solid waste disposal company and select among the multiple price and waste options contained in the applicable Solid Waste Agreement(s). Participating Communities have the further right, pursuant to this Agreement, to additional optional County services as provided for herein.
- 1.7 It is further recognized by PARTICIPATING COMMUNITIES and COUNTY that the COUNTY is entering into this Agreement both representing the unincorporated County, a waste generation area with solid waste requiring disposal, and as the party that has the ultimate responsibility for disposal of solid waste within Broward County pursuant to Section 403.706(b)(1), Florida Statutes.

- 1.8 This Agreement is an interlocal agreement entered into pursuant to Section 163.01, Florida Statutes, and the Florida Interlocal Cooperation Act of 1969, as amended.

Prior to the effectiveness of any provision of this Agreement and subsequent Amendments hereto, this Agreement and any such subsequent amendments shall be filed with the Broward County Clerk of the Circuit Court as provided by Section 163.01(11), Florida Statutes.

- 1.9 The word "shall" as used in this Agreement shall in all cases be construed to be mandatory and to require the action so modified by the word "shall" to be taken without regard to the exercise of discretion.

ARTICLE 2 **DEFINITIONS**

The following contains the definitions of the terms as applied to this Agreement:

- 2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of the Broward County government by the Charter of Broward County, Florida.
- 2.2 Agreement. The term "Agreement" shall mean this Interlocal Agreement (ILA) between the County and Contract Communities.
- 2.3 Board of County Commissioners. The term "Board of County Commissioners" or "County Commissioners" or "County Commission" shall mean the Board of County Commissioners of Broward County, Florida.
- 2.4 Participating Communities. The term "PARTICIPATING COMMUNITY" OR "PARTICIPATING COMMUNITIES" shall mean the municipal corporation or corporations existing under the laws of the State of Florida, located within the COUNTY and whose names appear in Exhibit A to this Agreement.
- 2.5 County. The term "COUNTY" shall mean, depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the State of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.
- 2.6 Fiscal Year. The term "fiscal year" shall mean October 1 to September 30 of the following year.
- 2.7 Haulers. The term "haulers" shall mean those persons, firms, corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the

PARTICIPATING COMMUNITY(IES) or the unincorporated County, or provide for the transportation and delivery of solid waste.

- 2.8 Residential Waste. The term "Residential Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.9 Commercial Waste. The term "Commercial Waste" shall have the same meaning as defined in the applicable Solid Waste Agreement.
- 2.10 Unincorporated County. The term "unincorporated County" shall mean the geographical areas of the COUNTY which are not within the boundaries of any municipal corporation. Unincorporated COUNTY shall be treated in all respects under the terms and conditions of this Agreement as a PARTICIPATING COMMUNITY.
- 2.11 Designated Facility. With respect to the Wheelabrator Solid Waste Agreement, the term "Designated Facility" shall mean either "Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement, or "Alternate Disposal Facility" as that term is defined in the Wheelabrator Solid Waste Agreement when the conditions of Section 5.2 have been implemented. With respect to the Sun-Bergeron Solid Waste Agreement, the term "Designated Facility" shall mean "Waste Processing Facility" as that term is defined in that Sun-Bergeron Solid Waste Agreement; however for Additional Waste, the term "Designated Facility" shall refer to the "Material Recovery Facilities", as set forth in Exhibit B of the Sun-Bergeron Solid Waste Agreement.
- 2.12 Disposal Services Fee. The term "Disposal Services Fee" shall have the meaning as defined in the applicable Solid Waste Agreement.
- 2.13 Capitalized terms not otherwise defined in this Agreement shall have the same meaning as defined in the applicable Solid Waste Agreement.

ARTICLE 3

COMMITMENT OF WASTE STREAM

- 3.1 PARTICIPATING COMMUNITY shall select a Solid Waste Agreement. Contractor (Wheelabrator or Sun-Bergeron or both) by which it agrees to be bound and the applicable price option and waste option pursuant to said Solid Waste Agreement(s), and furnish County and the applicable Contractor written notice of its elections, concurrent with the execution of this Agreement in such form and with such information as is contained in Exhibit B, attached hereto and made a part hereof. PARTICIPATING COMMUNITY shall have a continuing obligation to immediately provide to County, in writing, any amendments it may enter into with the applicable company to the selection of its price or waste options.

- 3.2 During the duration of this Agreement as defined in Article 11 hereof, the PARTICIPATING COMMUNITIES and the COUNTY for the unincorporated area shall cause all of the Residential Waste, Commercial Waste and any other designated waste pursuant to Section 3.1, within each of their respective boundaries to be collected, transported, delivered and deposited at the appropriate receiving facilities of Contractor, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, except for waste or recycling material which is transported outside the State of Florida.
- 3.3 Each PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers executed after the effective date of the Solid Waste Agreement, a provision that all Residential Waste, Commercial Waste and any other designated waste shall be delivered to the appropriate receiving facilities of either Wheelabrator or Sun-Bergeron, as the case may be, in accordance with the terms of the applicable Solid Waste Agreement, with an exception for any waste generated in the County which is shown to be destined for recycling or disposal outside the State of Florida.
- 3.4 PARTICIPATING COMMUNITY selects to participate in the following optional County services (mark box(es) below as appropriate):
- ☒ Centralized Billing Services, as described in Article 6.
 - ☒ Flow Control Enforcement Services, as described in Article 7.

ARTICLE 4

PARTICIPATING COMMUNITY'S OBLIGATIONS

- 4.1 Each PARTICIPATING COMMUNITY agrees to include in any hauler agreement for the collection of Residential Waste, including any renewal of an existing hauler agreement, entered into by a PARTICIPATING COMMUNITY and a licensed residential waste hauler after the effective date of the Solid Waste Agreement, the following: (a) the definition of Residential Waste as set forth in the Solid Waste Agreement; (b) the Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste as defined in the applicable Solid Waste Agreement, which is brought to a Designated Facility; (c) the Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the PARTICIPATING COMMUNITY; (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Designated Facilities, and (e) hours

of operation for the Designated Facilities during which the Licensed Residential Waste Hauler shall be authorized to deliver waste to the Designated Facilities.

- 4.2 The PARTICIPATING COMMUNITY and the Licensed Commercial Waste Haulers shall execute a license agreement that sets forth the payment procedure in the Solid Waste Agreement for Commercial Waste Disposal Services, and which requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Designated Facilities.
- 4.3 If the PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for the PARTICIPATING COMMUNITY, calculated pursuant to terms of the Solid Waste Agreement and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between the PARTICIPATING COMMUNITY and the Licensed Commercial Waste Hauler(s) entered into after the Effective Date of the Solid Waste Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Municipalities which do not select centralized billing services may provide one aggregate bond meeting the requirements set forth herein.
- 4.4 If a PARTICIPATING COMMUNITY does not select centralized billing services pursuant to Article 6, it shall pay the Contractor within thirty (30) days of receipt of a monthly invoice issued by Contractor for Residential Waste Disposal Services. If the PARTICIPATING COMMUNITY disagrees with the amount stated in the invoice, the PARTICIPATING COMMUNITY shall notify the Contractor of such dispute. The PARTICIPATING COMMUNITY shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to the Contractor, or relieve Contractor of its obligations under this Agreement.

- 4.5 If the PARTICIPATING COMMUNITY selects centralized billing services pursuant to Article 6, the PARTICIPATING COMMUNITY agrees to include in any contracts or contract amendments with haulers for residential waste a provision that the hauler shall comply with the following: (1) [insurance and credit requirements as may be required by County]; (2) Pay County the full amount of each invoice within thirty days of receipt; (3) Agree to pay interest at the rate consistent with the Florida Prompt Payment Act, Sections 218.70-218.80, Florida Statutes for late payments; (4) Failure to timely pay is an event of default which if not timely cured within 15 days is an event of termination; (5) In the event the hauler disputes an invoice from County, the hauler shall first pay the full amount of the disputes charges when due, and shall, within thirty (30) days from the date of the receipt of the disputed invoice, give written notice of the dispute to County. The notice of dispute shall identify the disputed invoice, state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The parties agree to work in good faith to settle the dispute. In the event the parties cannot settle the dispute within sixty (60) days from the date of the receipt of the disputed invoice, the hauler may pursue any remedy available at law except withholding payment.
- 4.6 If a Participating Community collects its Residential Waste and hauls the Residential Waste to the Contractor, the PARTICIPATING COMMUNITY shall be responsible for all costs, including removal, transportation and disposal of the Unacceptable Waste brought to a Designated Facility.

ARTICLE 5

OUT OF STATE DISPOSAL AND REPORTING REQUIREMENTS

- 5.1 Any Solid Waste or recyclables generated in Broward County which are shown to be destined for transportation to any destination outside of the State of Florida based on a sworn affidavit of a hauler delivered to the County and PARTICIPATING COMMUNITY generating the waste and reciting facts which evidence the transportation and disposal of waste outside the State of Florida, are excluded from the flow control restrictions contained in Section 3.2 of this Agreement.
- 5.2 In addition to the affidavit required in Section 5.1, any hauler who elects to transport and dispose of any Broward County waste outside the State of Florida shall provide to the County and PARTICIPATING COMMUNITY generating the waste, a monthly report containing the information listed below so as to enable the County and affected PARTICIPATING COMMUNITY to accurately monitor the collection, flow and disposal of waste.

- 5.3 A monthly report shall be due no later than 30 days after the end of the preceding month, delivered to the Director of Solid Waste and Recycling Services as to the County, and to the Public Works Director or equivalent position as to any PARTICIPATING COMMUNITY, certified by the hauler, containing at a minimum the following information and documentation regarding any waste which is collected, transported and disposed of out of the State:
- 5.3.1 The tonnage, origin and type of waste which has been disposed of by the hauler outside the state;
 - 5.3.2 The date(s) on which the hauler collected the waste and the location or route of the collected waste;
 - 5.3.3 The location of the final disposal facility for the waste, including the location of any other facilities, such as transfer stations where waste is temporarily transported en-route to its final destination out of State;
 - 5.3.4 Copies of all receipts, weigh tickets, reports and other written material verifying the collection, transportation and disposal of waste outside the State by the hauler;
 - 5.3.5 Such other documentation and information on forms which may be prescribed by, and as the County or PARTICIPATING COMMUNITY generating the waste may reasonably require to confirm compliance with this section.

ARTICLE 6

OPTIONAL COUNTY CENTRALIZED BILLING SERVICES

- 6.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a County centralized billing services program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in the County centralized billing services program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying County that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the County centralized billing services by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.
- 6.2 If PARTICIPATING COMMUNITY timely notifies County of its election for centralized billing services, County shall provide the following services:

- 6.2.1 Review invoices from and timely pay Contractors.
 - 6.2.2 Process billing statements to the haulers and PARTICIPATING COMMUNITIES, as applicable.
 - 6.2.3 Collect data from load tickets received from disposal and transfer facilities.
 - 6.2.4 Provide financial and tonnage reporting for each PARTICIPATING COMMUNITY.
 - 6.2.5 Collect required security deposits from haulers.
 - 6.2.6 Suspend haulers for non-payment.
 - 6.2.7 Institute appropriate collections for delinquent accounts.
 - 6.2.8 Research tonnage discrepancies as appropriate.
 - 6.2.9 Maintain copies of haulers' certificates of insurance.
 - 6.2.10 Issue truck decals and maintain vehicle information.
 - 6.2.11 Disburse Contractor rebates received by County as appropriate in accordance with the Solid Waste Agreements.
 - 6.2.12 Reconcile tonnages to the Contractor's monthly invoices.
- 6.3 All costs and expenses for the County's centralized billing services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.15 (fifteen cents) per ton of waste generated from the PARTICIPATING COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.
- 6.4 The County reserves the right, in its sole discretion, to cease providing centralized billing services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by County shall be given to the PARTICIPATING COMMUNITIES no later than January 1, 2013.
- 6.5 County shall invoice PARTICIPATING COMMUNITY for centralized billing services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay County within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.

ARTICLE 7

OPTIONAL COUNTY FLOW CONTROL ENFORCEMENT SERVICES

- 7.1 Each PARTICIPATING COMMUNITY shall have the right, at its sole option, to participate in a County flow control enforcement program as more particularly described in this article. If PARTICIPATING COMMUNITY elects to participate in

the County flow control enforcement program by so indicating in Section 3.4 of this Agreement, said election shall remain in force unless PARTICIPATING COMMUNITY furnishes to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of any Fiscal Year, notifying County that it elects to discontinue its participation in this program. If PARTICIPATING COMMUNITY elects not to participate in the County flow control enforcement program by so indicating in Section 3.4 of this Agreement, PARTICIPATING COMMUNITY may request to participate in a future fiscal year, by furnishing to COUNTY a written letter, not less than one hundred eighty (180) days prior to the beginning of that fiscal year.

- 7.2 Each PARTICIPATING COMMUNITY electing to participate in flow control enforcement agrees to include a requirement that haulers consent to inspection of loads by the County in any agreements, licenses, permits, franchises or other arrangements with haulers entered into after this Agreement.
- 7.3 County agrees to provide the following services as part of its flow control enforcement:
 - 7.3.1 Monitor the delivery of waste to the designated Disposal Facilities.
 - 7.3.2 Assist PARTICIPATING COMMUNITY staff in identifying violations of applicable solid waste ordinances, including efforts to avoid payment of franchise fees.
 - 7.3.3 Assist the PARTICIPATING COMMUNITIES with identifying unauthorized haulers providing service within a PARTICIPATING COMMUNITY.
 - 7.3.4 Assist the PARTICIPATING COMMUNITIES WITH identifying commercial businesses with inadequate solid waste services.
 - 7.3.5 Such other services as County and PARTICIPATING COMMUNITES agree are necessary to monitor adherence to this Agreement.
- 7.4 The County reserves the right, in its sole discretion, to cease providing flow control enforcement services prior to the commencement of any Fiscal Year, with a minimum of six (6) months written notice to PARTICIPATING COMMUNITY; except for the period beginning on July 3, 2013 and ending September 30, 2013, for which said notice by County shall be given to the PARTICIPATING COMMUNITIES no later than January 1, 2013.
- 7.5 County shall invoice PARTICIPATING COMMUNITY for flow control enforcement services within thirty (30) days of the end of each month. PARTICIPATING COMMUNITY agrees that it shall be required to pay County within thirty (30) days of receipt of the invoice in order to remain entitled to continuing to receive the service.
- 7.6 All costs and expenses for the County's flow control enforcement services shall be paid for by PARTICIPATING COMMUNITY at an initial rate of \$0.37 (thirty seven cents) per ton of waste generated from the PARTICIPATING

COMMUNITY which is received by a Contractor at a Designated Facility. Beginning on October 1, 2014, and on each October 1 thereafter for the initial term of the Solid Waste Agreement, the rate shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the existing rate by the Service Fee Adjustment Factor, as calculated according to the Solid Waste Agreements. The rate shall be subject to negotiation for any subsequent term.

ARTICLE 8

RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent, or local representative of any other party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and several between each of the PARTICIPATING COMMUNITIES and County.

ARTICLE 9

INDEMNIFICATION

To the maximum extent permitted by law, County and each PARTICIPATING COMMUNITY shall indemnify, defend and hold harmless the other, their officers, employees and agents from and against any liability, claims, demands, actions, costs, expenses, losses or damages whatsoever, including the intentional or negligent acts of each arising out of the performance of the obligations under this Agreement of the County and each PARTICIPATING COMMUNITY, except the same shall not include punitive damages or prejudgment interest.

ARTICLE 10

DEFAULT AND TERMINATION

- 10.1 In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days, except for a monetary breach which shall be remedied within fifteen (15) days, after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach.

ARTICLE 11
DURATION

This Agreement shall be effective upon execution by County and a PARTICIPATING COMMUNITY. This Agreement shall remain in effect concurrently with the term of the Solid Waste Agreements and shall remain in effect so long as the County and any PARTICIPATING COMMUNITY are subject to the Solid Waste Agreement(s). If, for any reason, the Solid Waste Agreements are terminated, this Agreement shall be deemed terminated as of the date of termination of the Solid Waste Agreement(s).

ARTICLE 12
THIRD PARTY BENEFICIARY

Wheelabrator and Sun-Bergeron shall be deemed to be third party beneficiaries to this Agreement entitled to assert any rights which otherwise would be available to the County relating to a PARTICIPATING COMMUNITY'S performance of its obligations pursuant to this Agreement.

ARTICLE 13
MISCELLANEOUS

- 13.1 **ASSIGNMENT.** This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other parties to this Agreement.
- 13.2 **STATE AND FEDERAL LAWS.** The provisions of solid waste disposal services under this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the State of Florida.
- 13.3 **NOTICES.** All notices, consents and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be delivered either by hand with proof of delivery or mailed by first class registered or certified mail, return receipt required, postage prepaid, and in any case shall be addressed as provided in Exhibit B, which is attached hereto and made a part hereof. Changes in the respective addresses of PARTICIPATING COMMUNITIES provided in Exhibit B and of County provided on the signature page may be made by either party by giving notice to the other party. Notices and consents given by mail in accordance with this section shall be deemed to have been given five (5) business days after the day of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

- 13.4 INCORPORATION OF AGREEMENTS. This document supersedes all prior negotiations, correspondence, conversations, agreements, or understandings, applicable to the matters contained therein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the PARTICIPATING COMMUNITY.
- 13.5 ADDITIONAL PARTICIPATING COMMUNITIES. Any time throughout the term(s) of this Agreement, any municipal corporation existing under the laws of the State and located in COUNTY which is not already a PARTICIPATING COMMUNITY may become a PARTICIPATING COMMUNITY by agreeing to all of the terms and conditions of this Agreement.
- 13.6 SEVERABILITY. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree as to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified or supplemented, or otherwise affected by such action, remain in full force and effect.
- 13.7 REPRESENTATIONS AND WARRANTIES. Each of the PARTICIPATING COMMUNITIES and County hereby represents and warrants as to itself as follows:
- (a) It is duly organized and validly existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
 - (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as such enforceability may be limited by Article X, Section 13 of the Florida Constitution or bankruptcy, moratorium, reorganization or similar laws affecting the right of creditors generally);
- 13.8 JOINT PREPARATION
Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be

construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.9 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, PARTICIPATING COMMUNITIES AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.10 MULTIPLE ORIGINALS

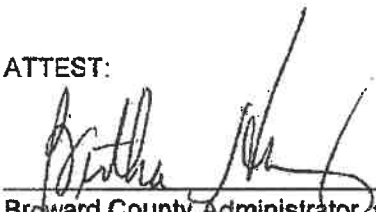
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

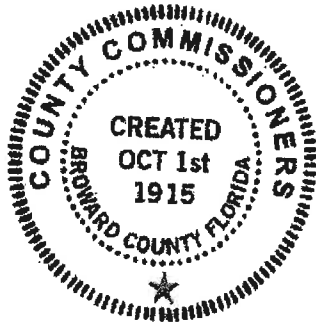
[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 28th day of August, 2012, and each PARTICIPATING COMMUNITY, signing by and through officers duly authorized to execute same.


COUNTY

ATTEST:

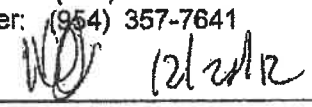

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



BROWARD COUNTY, by and through
its Board of County Commissioners

By 
Mayor
8th day of January, 2013

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By 
Noel M. Pfeffer (Date)
Deputy County Attorney

CITY OF MARGATE



Frank B. Talerico, Mayor

5 day of December, 2012



Jerry A. Blough, City Manager

5 day of December, 2012

ATTEST:



Leslie Wallace May, MMC, City Clerk

5 day of December, 2012

APPROVED AS TO FORM:



Eugene M. Steinfeld, City Attorney

5 day of December, 2012

EXHIBIT A
NAMES OF PARTICIPATING COMMUNITIES

EXHIBIT B
NOTICE OF MUNICIPAL SELECTIONS FOR SOLID WASTE DISPOSAL

Municipality: City of Margate

Residential Waste and Commercial Waste:

- ☒ Wheelabrator
 - ☐ Price Option A
 - ☐ Price Option B
 - ☒ Price Option C
- ☐ Sun-Bergeron
- ☐ Neither
- ☐ Both

Describe: _____

Yard Waste

- ☒ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Bulk Trash

- ☒ Wheelabrator
- ☐ Sun-Bergeron
- ☐ Neither

Construction & Demolition Debris

- ☐ Wheelabrator
- ☐ Sun-Bergeron
- ☒ Neither

Address for giving notice: City Manager

City of Margate

5790 Margate Boulevard

Margate, FL 33063

Signature of Authorized Official


Date 12/12/13

EXHIBIT 4

**AGREEMENT BETWEEN WHEELABRATOR ENVIRONMENTAL SERVICES INC. AND BROWARD COUNTY,
FLORIDA FOR SOLID WASTE DISPOSAL SERVICES**

Final5-31-12

**AGREEMENT
BETWEEN
WHEELABRATOR TECHNOLOGIES INC.,
AND
BROWARD COUNTY, FLORIDA
FOR
SOLID WASTE DISPOSAL SERVICES**

This Agreement is made and entered into this ____ day of _____, 2012, by and between WHEELABRATOR TECHNOLOGIES INC., a Delaware Corporation, (hereinafter referred to as "Contractor"), and BROWARD COUNTY, FLORIDA, a political subdivision and body politic of the State of Florida (hereinafter referred to as the "County").

WHEREAS, Contractor and the County desire to enter into this Agreement (the "Agreement") to provide for the disposal of solid waste generated within unincorporated Broward County and the municipal boundaries of the Participating Communities (as defined below) and to set forth how such solid waste disposal services will be provided; and

WHEREAS, it is the intent of the parties that this Agreement may function as either (i) a form agreement for Broward municipalities to use as a basis for a solid waste contract with Contractor independent of County and independent of the proposed Interlocal Agreement, or alternatively (ii) this Agreement may serve as the basis for an Interlocal Agreement, whereby Participating Communities executing the Interlocal Agreement shall agree, among other things, to be bound by the terms of this Agreement; and

WHEREAS, the County is desirous of securing and maintaining a high level of professional, safe and environmentally sound solid waste disposal services in conjunction and harmony with its environmental protection and conservation policies and fiscal policies of sound, economical management; and

WHEREAS, the County has determined that it is beneficial and in the best interests of the public to enter into this Agreement. NOW, THEREFORE,

In consideration of the mutual covenants, promises, terms and conditions set forth herein, Contractor and the County do hereby agree as follows:

ARTICLE 1
DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply, unless otherwise specifically stated:

"Additional Waste" shall refer to any construction and demolition debris, tropical storm or hurricane related debris, yard-waste, recyclable materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.

"Alternate Disposal Facility" shall mean either: (i) the Monarch Hill Landfill, 2700 Wiles Road Pompano Beach, Florida 33073, (ii) Okeechobee Landfill Facility, 10800 N.E. 128th Avenue, Florida 33972, or (iii) such other disposal facility as may be approved by the County.

"Broward Waste" shall refer to Additional Waste, (as applicable) Commercial Waste and Residential Waste.

"Centrally Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and have elected to have the County perform centralized billing services and are indicated as such on Exhibit "C."

"Commercial Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within unincorporated Broward County and the Participating Communities, excepting therefrom Residential Waste as defined herein and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"Directly Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and perform their own billing services and are indicated as such on Exhibit "C."

"Disposal Commencement Date" shall refer to the date upon which the Prior Interlocal Agreement has either terminated or expired.

"Disposal Facility(ies)" shall refer individually to either the North Disposal Facility or South Disposal Facility, and collectively to the North Disposal Facility and the South Disposal Facility together.

"Disposal Services" refers to everything required to be furnished and done by the Contractor pursuant to this Agreement. Disposal Services include, but are not limited to, the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services

whatsoever necessary for the receipt, processing, and disposal of Broward Waste, and any associated residual materials.

"Disposal Services Fee" shall mean the per-ton rate charged by the Contractor for providing the Disposal Services in accordance with this Agreement.

"Disposal Services Fee Adjustment Factor" shall refer to the adjustment that may be applied to the Disposal Services Charge on an annual basis, as calculated using the Bureau of Labor Statistics Index Series ID CWUR0300SA0, Consumer Price Index - Urban Wage Earners and Clerical Workers.

"Effective Date" shall refer to the date that this Agreement has been executed by both the County and the Contractor.

"Force Majeure" means any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences, or damage caused by Hazardous Waste, explosives or radioactive waste entering a Disposal Facility unless knowingly accepted by Contractor. In any event, Force Majeure shall not include the following:

- (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- (b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a Disposal Facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- (c) any change in law (other than to the extent that Contractor's physical ability to process Broward Waste is eliminated due to a change in law);
- (d) loss or unavailability of personnel desired by Contractor to operate or maintain a Disposal Facility;
- (e) wear and tear or obsolescence of any parts or equipment utilized in or at a Disposal Facility; or
- (f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of the Disposal Facility.

"Hazardous Waste" means any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901, *et seq.*; (iii) CERCLA, 42 U.S.C.A. § 9601, *et seq.*; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, and in each case, applicable regulations promulgated thereunder.

"Interlocal Agreement" shall mean the Interlocal Agreement to be entered into among County and Participating Communities which provides, at a minimum, a requirement for the County and Participating Communities to be bound by the terms of this Agreement and to perform such obligations as contemplated therein, provides Participating Communities the option to choose from the two approved vendors and vendors price proposals and the option to receive, at the Participating Communities expense, additional County services, including but not limited to, centralized billing services by County, flow control enforcement by County, and other County waste disposal related services.

"Licensed Waste Haulers" shall refer to Licensed Commercial Waste Haulers and Licensed Residential Waste Haulers.

"Licensed Commercial Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Commercial Waste and/or Additional Waste generated from non-residential property within unincorporated Broward County or the Participating Communities and that are directed to deliver the Commercial Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"Licensed Residential Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Residential Waste and/or Additional Waste within unincorporated Broward County or the Participating Communities and that are directed to deliver the Residential Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"North Disposal Facility" shall refer to the waste to energy facility located at 2600 Wiles Road, Pompano Beach, Florida, which is owned and operated by Contractor or its affiliates, where the Broward Waste may be delivered for final disposal as part of the Disposal Services.

"Participating Community(ies)" shall refer to the municipalities which are listed on Exhibit "C" and have signed the Interlocal Agreement. Participating Communities may also include the County, as to the unincorporated area of Broward County, in the event County elects to deliver its Broward Waste to Contractor as evidenced by indicating County as a Participating Community on Exhibit "C," in which event the County shall be deemed a Participating Community for the purposes of this Agreement.

"Person" means any individual or business entity, including, without limitation, any corporation, limited liability companies, partnership, business trust or partnership.

"Prior Interlocal Agreement" shall refer to the Agreement between the Broward Solid Waste Disposal District and the Contract Communities consisting of the participating political subdivisions within Broward County.

"Processed Waste" shall refer to Commercial Waste and Residential Waste that is processed at the Disposal Facilities.

"Recycling" shall refer to any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Residential Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within the unincorporated County or the Participating Communities from "residential property" (as such term or equivalent term is defined by the County with respect to the unincorporated County and by each Participating Community with respect to waste generated within such Participating Community) and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"South Disposal Facility" shall refer to the waste to energy facility located at 4400 South State Road 7, Davie, Florida, which is owned and operated by Contractor or its affiliates, where the Broward Waste shall be delivered for final disposal as part of the Disposal Services.

"Unacceptable Waste" shall refer to: (a) Hazardous Waste, (b) lead acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium-containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFC's) or items of waste that a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

ARTICLE 2 **DISPOSAL SERVICES**

- 2.1 Contractor Services. Contractor shall provide solid waste Disposal Services to the Participating Communities and shall accept and weigh all Broward Waste delivered by the Participating Communities and the Licensed Waste Haulers for disposal at the appropriate Disposal Facility(ies) during the term of, and in accordance with, this Agreement.
- 2.2 Delivery of Broward Waste. Participating Communities shall deliver or caused to be delivered to the appropriate Disposal Facility all Commercial Waste and Residential Waste collected by the Participating Communities and the Licensed Waste Hauler(s). Any Licensed Waste Haulers may, but shall not be obligated to, deliver any Additional Waste to the Disposal Facility for disposal by Contractor or its affiliates. The Interlocal Agreement shall include an obligation by the Participating Communities to comply with the applicable provisions of this Section 2.2.

2.2.1 Residential Waste Delivered by Participating Communities. If a Participating Community collects the Residential Waste and hauls the Residential Waste to Contractor, the Participating Community shall be responsible for Unacceptable Waste brought to either Disposal Facility by the Participating Community.

2.2.2 Residential Waste Delivered by Licensed Residential Waste Hauler. Waste hauling contracts for the collection of Residential Waste, including any renewal of existing waste hauling contracts, entered into by a Participating Community and a Licensed Residential Waste Hauler after the Effective Date of this Agreement shall include the following: (a) the definition of Residential Waste set forth in this Agreement, (b) Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste brought to either Disposal Facility, (c) Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the Participating Community, (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Disposal Facilities or as otherwise provided pursuant to Section 5.2, and (e) hours of operation for the Disposal Facility during which the Licensed Residential Waste Hauler shall be authorized to deliver Broward Waste to the Disposal Facilities.

2.2.3 Commercial Waste Delivered by Licensed Commercial Waste Haulers. Each Participating Community shall require Licensed Commercial Waste Haulers to execute a license agreement with the Participating Community that sets forth the payment procedure in Section 4.6 for Commercial Waste Disposal Services, and requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Disposal Facilities as otherwise provided pursuant to Section 5.2. In addition, each Directly Billed Participating Community shall require the Licensed Commercial Waste Hauler(s) to provide a performance bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for such Directly Billed Participating Community, calculated pursuant to Article 4 and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between Participating Community and Licensed Commercial Waste Hauler(s) entered into after the Effective Date of this Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A licensed Commercial Waste Hauler providing services for multiple Directly Billed Participating Communities may provide one aggregate bond meeting the requirements set forth herein.

- 2.3 **Weighing Waste.** Contractor shall utilize and maintain motor truck scales at the Disposal Facility to weigh the Licensed Waste Haulers' vehicles delivering Broward Waste to the Disposal Facility. Contractor shall weigh the Licensed County Waste Haulers' vehicles upon entering and exiting the Disposal Facility site, with the weight difference resulting in the tons of Broward Waste actually delivered.
- 2.4 **Monthly Reports.** Contractor shall provide monthly reports to the County, within sixty (60) days after the end of the subject month, that include the number of tons of Broward Waste actually delivered to the Disposal Facilities for the subject month listing the delivering party's name (County or Licensed Waste Hauler(s)) and the number of transactions for each delivering party. Such reports shall be provided in a form reasonably acceptable to the County. Upon request, the Contractor will provide monthly reports to a Participating Community detailing deliveries of Broward Waste made by or on behalf of such Participating Community.

ARTICLE 3
TERM OF AGREEMENT

[To be conformed to selected Price Proposal]

- 3.1 **Initial Term.** This Agreement shall take effect upon the Effective Date and, beginning upon the Disposal Commencement Date, shall continue for a five (5) year period of time ("Initial Term"), unless renewed or terminated earlier by the parties as set forth herein.
- 3.2 **Renewals.** This Agreement may be renewed for up to three (3) additional, successive five year terms (each renewal is a "Renewal Term") upon mutual written consent by the County and Contractor. The County shall provide notice of its intent to renew not less than eighteen (18) months prior to the expiration of the Initial Term or any Renewal Term (as the case may be). If the Contractor is willing to consent to the renewal, it shall respond in writing within not less than forty-five (45) days. Failure to respond within such period shall be deemed a rejection of the intent to renew. If County and Contractor fail to agree on the terms and conditions of renewal at least twelve (12) months prior to the expiration of the Initial Term or Renewal Term, this Agreement shall expire at the end of the Initial Term or Renewal Term, as applicable.
- 3.3 **Termination and Extension.** This Agreement may only be terminated as provided in Article 6 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default, or County's default not due to County's non-payment, County shall have the right to an extension of Disposal Services for up to twelve (12) months provided that the County specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event County exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in

the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Fees in effect at the time of such termination, which shall be escalated as provided herein as if the term extended through the extension period. County shall not be entitled to an extension of Disposal Services if Contractor terminates this Agreement due to County's default for failure to make payment to Contractor in accordance with this Agreement. Notwithstanding any language herein to the contrary, County and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

- 3.4 [This paragraph is applicable if pricing option with unilateral 5 year renewal is selected] *Alternate disposal during renewal term.* If, during any [Renewal Term], the continued operation of the Disposal Facilities have become uneconomic due to increased capital or operating costs attributable to a change in local, state, or federal law or regulation, and, as a result, the Contractor has decided to cease operation of the Disposal Facilities, the County may elect, at its sole option, to terminate this Agreement at any time by providing at least one hundred eighty (180) days' notice. With the exception of liabilities accrued prior to the effective date of termination, the Contractor shall have no further liability to the County following the effective date of such termination. Should County not elect to terminate this Agreement Contractor shall thereafter be entitled to direct the County to deliver, and require that any Licensed Waste Haulers deliver, any Commercial Waste or Residential Waste to an Alternate Disposal Facility designated by Contractor. In such circumstances, (i) the Alternate Disposal Facility shall be considered to be the "Disposal Facility" for all purposes under this Agreement, and (ii) Contractor shall be responsible for any incremental tipping fees above the Disposal Services Fee, and for any actual reasonable documented incremental cost for transportation of the County's Commercial Waste and Residential Waste to the Alternate Disposal Facility

ARTICLE 4 **SERVICE FEE**

- 4.1 Disposal Services Fee. After each operating month, the Contractor shall invoice the County for Centrally Billed Participating Communities and each Directly Billed Participating Community for Residential Waste Disposal Services and the County for Centrally Billed Participating Communities and the Licensed Commercial Waste Hauler(s) for each Directly Billed Participating Community for Commercial Waste Disposal Services based upon the per ton Disposal Service Fee, as set forth in attached Exhibit "A." Any Additional Waste delivered by a Participating Communities or any Licensed Residential Waste Hauler shall be included in the tonnage billed to the County (for the Centrally Billed Participating Communities), and the Directly Billed Participating Communities, and any Additional Waste delivered by a Licensed Commercial Waste Hauler shall be included in the tonnage billed to the Licensed Commercial Waste Hauler.

4.2 Disposal Services Fee Adjustments. Beginning on the first October 1 after the one (1) year anniversary of the Disposal Commencement Date of this Agreement, and on each October 1 thereafter, the Disposal Services Fee shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the Disposal Services Fee by the Disposal Services Fee Adjustment Factor. The result of the calculation shall become the maximum Disposal Services Fee permitted to be charged by Contractor to County for the 12 months following the Disposal Services Fee adjustment. The 12 month change (using March of each year as the base month) in the Bureau of Labor Statistics Index Series ID CUUR0000SA0, Consumer Price Index – All Urban Consumers shall be used to calculate the Disposal Services Fee Adjustment Factor subject to and not to exceed the 5% cap and 1% floor for any year.

4.3 Most Favored Pricing.

4.3.1 In the event that Contractor subsequently enters into an agreement for a term of more than twelve (12) months (including any unilateral renewal and option periods) for the disposal of solid waste generated anywhere within Broward, Miami-Dade or Palm Beach County (an "Eligible Agreement"), Contractor shall provide the County with a copy of the Eligible Agreement within sixty (60) days of execution thereof. If the County determines that the contract includes a net disposal fee that is less than the Disposal Services Fee set forth herein, the County may provide written notice to Contractor of County's determination, and, if the County does so, the Disposal Services Fee shall automatically be reduced for all Participating Communities to the net disposal fee set forth in the Eligible Agreement, such change to be effective retroactively as of the effective date of Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the lower net disposal fee (subject to annual adjustments as provided in Section 4.2).

4.3.2 For the purposes of clarification, the "net disposal fee" offered under the Eligible Agreement will be the actual per-ton cost to the counterparty to the Eligible Agreement, and shall be determined net of any costs (e.g., pass-throughs etc.) paid by such counterparty or economic benefits (e.g., signing bonus, revenue sharing, other credits etc.) received by such counterparty.

4.4 Discriminatory Tax Adjustments. If the State of Florida, County or a municipality, in the event a Contractor facility located in the unincorporated area of Broward County is subsequently annexed into such municipality, enacts a tax or fee applicable only to the disposal of municipal solid waste, or specifically targeting the ownership or operation of one or both of the Disposal Facilities, then the Disposal Services Fee shall be increased by the pro-rata amount (based upon the amount of Broward Waste as a proportion of all waste delivered to the Disposal Facility) of such tax or fee actually paid by Contractor and attributable to the Disposal of the County's Waste pursuant to this Agreement.

4.5 Payment Procedure.

4.5.1 Each month, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Centrally Billed Participating Communities and Directly Billed Participating Community for Residential Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice in substantially the form attached hereto as Exhibit "E" to each Directly Billed Participating Community for payment. The invoice to the County shall be due within thirty (30) days of receipt.

4.5.2 On a bi-weekly basis, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Licensed Commercial Waste Hauler(s) for Commercial Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice to the Licensed Commercial Waste Hauler(s) for payment. The invoice to the Licensed Commercial Waste Hauler(s) shall be due within fifteen (15) days of receipt.

4.5.3 *Residential Waste Disposal Services.* If the County or Directly Billed Participating Community (as applicable) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.1, the County or Directly Billed Participating Community (as applicable) shall notify the Contractor of such dispute. The County or Directly Billed Participating Community (as applicable) shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations under this Agreement.

4.5.4 *Commercial Waste Disposal Services.* If the Licensed Commercial Waste Hauler(s) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.2, the Licensed Commercial Waste Hauler(s) shall notify the Contractor of such dispute. The Licensed Commercial Waste Hauler(s) shall make payment to Contractor of undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or, except as set forth herein, relieve Contractor of its obligations to County under this Agreement. In the event the Licensed Commercial Waste

Hauler(s) fails to make payment to Contractor for Commercial Waste Disposal Services as required by this Agreement, Contractor shall notify the County of such non-payment and Contractor shall have the right to make a claim for payment under the performance bond (required by Section 2.2.3) for the properly invoiced outstanding amounts due for Commercial Waste Disposal Services pursuant to this Agreement. If the unpaid amount exceeds 80% of the performance bond provided by the Licensed Commercial Hauler pursuant to Section 2.2.3 and then available to Contractor, Contractor shall be entitled to reject any Commercial Waste delivered by such Licensed Commercial Waste Hauler until such time as all unpaid amounts have been received by Contractor and the Contractor is in possession of a performance bond meeting the requirements of Section 2.2.3.

4.6 Revenue Share

4.6.1 - Pricing Option 2: In the event that the actual annual average electricity revenue dollar per megawatt hour sold during a contract year for the Contractor exceeds \$88.00/MwH, adjusted annually consistent with Section 4.2, then in such contract year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per megawatt hour sold during such Contract Year for the Contractor and \$88.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) The minimum credit due to Participating Community per this paragraph shall be \$0.75, adjusted annually consistent with Section 4.2, times the tons of Processed Waste delivered by such Participating Community.

In the event that the actual annual average revenue dollar per net ferrous metal ton recovered from the ash stream for the Contractor exceeds \$50.00/ton, adjusted annually consistent with Section 4.2, during a contract year, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total net ferrous metal tons recovered from the ash stream that are sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per net ferrous metal ton for the Contractor and \$50.00/ton, adjusted annually consistent with Section 4.2. The revenue

dollars above will be calculated net of fees related to metals sales (i.e. transportation, marketing, etc.), The "net" ferrous metal ton refers to the intended exclusion of the ash entrained in the outbound metals which does not yield revenue. The minimum credit due to Participating Community per this paragraphs shall be \$0.50, adjusted annually consistent with Section 4.2, times the amount of Processed Waste tons delivered by such Participating Community.

The Annual Settlement calculations above will be completed annually within 90 days after the Contract Year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community within 30 days thereafter.

4.6.2 - Pricing Option 3: In the event that the actual annual average electricity and capacity revenue dollar per megawatt hour sold during a contract year for the Contractor exceeds \$25.00/MwH, adjusted annually consistent with Section 4.2, then in such contract year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator of which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per megawatt hour sold during such contract year for the Contractor and \$25.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) This calculation will be completed annually within ninety (90) days after the contract year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community.

ARTICLE 5

OPERATION OF DISPOSAL FACILITY

- 5.1 Personnel and Equipment Requirement. Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Disposal Facilities.
- 5.2 Disposal Locations and Alternate Disposal Facility. In the event that either the South or North Disposal Facility (but not both) is rendered incapable to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the other Disposal Facility at no additional disposal expense to the Participating Communities or Licensed Waste Hauler. In the event that both Disposal Facilities are rendered incapable, for any reason, to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the Alternate Disposal Facility.

In the event that both Disposal Facilities and the Alternate Disposal Facility are rendered incapable, for any reason, to receive the Broward Waste for any length of time, Contractor shall, within twenty-four (24) hours, provide the Participating Communities with another designated Alternate Disposal Facility, subject to Participating Communities approval (which shall not be unreasonably withheld), where the County and the Licensed County Waste Hauler(s) shall be required to dispose of Commercial Waste and Residential Waste. Reimbursements for any incremental tipping fee amount paid that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Commercial Waste and Residential Waste necessitated by the incapacity of both the Disposal Facilities and the Alternate Disposal Facility shall be determined in accordance with Section 5.3 below. Contractor shall not transport and/or dispose of the Broward Waste at a different disposal facility, unless approved by the County in its sole and absolute discretion.

5.3 Alternate Disposal Facility Associated Costs.

5.3.1 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City or City's Licensed Waste Hauler, Contractor shall reimburse the Participating Communities or the Licensed Waste Hauler, as applicable, for any incremental tipping fee amount paid at the Alternate Disposal Facility pursuant to Section 5.2 that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Waste to the Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility.

5.3.2 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time due to Force Majeure or the negligence or intentional misconduct of the Participating Communities or Licensed Waste Hauler, the County and the Licensed Waste Hauler shall not receive any reimbursement for any additional tipping fees paid at the Alternate Disposal facility or, except as set forth herein, incremental transportation costs necessitated by the incapacity of Contractor's Disposal Facility, however, the Participating Communities and the Licensed Hauler shall be reimbursed by the Contractor for any actual and necessary incremental cost for transportation of Commercial Waste and Residential Waste to an Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility due to Force Majeure.

5.4 Dates and Hours of Operation. Contractor shall keep its Disposal Facilities open for the receipt of Broward Waste from the Participating Communities and/or Licensed County Waste Hauler from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the

extent that capacity is available, Contractor shall use all reasonable efforts to keep the Disposal Facilities open for additional hours to accept Broward Waste.

- 5.5 **Good Working Order Requirement.** Contractor shall operate and maintain its Disposal Facilities in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing standards in the waste-to-energy industry, and consistent with steam and electrical generating plant practices. Contractor shall maintain the safety of its Disposal Facilities consistent with applicable law and prevailing boiler and electrical generating plant practices.

5.6 **Unacceptable Waste.**

5.6.1 The Participating Communities shall institute all reasonable procedures to prevent the delivery to the Disposal Facilities of Unacceptable Waste by the Participating Communities, or its agents or contractors. To the extent such procedures would affect the operation of the Disposal Facilities such procedures shall be reasonably acceptable to the Contractor.

5.6.2 The Contractor shall cooperate with the Participating Communities in connection with all matters regarding Unacceptable Waste under this Agreement. The Contractor shall use all reasonable efforts to identify the source of any Unacceptable Waste delivered to the Disposal Facilities.

5.6.3 Should any Unacceptable Waste be delivered to a Disposal Facility, such Unacceptable Waste shall be removed, transported and disposed of by the Contractor in accordance with applicable law governing such wastes, and the Contractor shall clean up the Disposal Facility to the extent required as a result of any such delivery of Unacceptable Waste. The costs of such removal, transport, disposal and clean-up shall be allocated in the following manner:

- i. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the County, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the County.
- ii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of a Directly Billed Participating Community, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Directly Billed Participating Community, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person

delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the Directly Billed Participating Community.

- iii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility other than by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by Contractor.
- iv. Should the Person delivering such Unacceptable Waste be unknown or unidentifiable, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Contractor.

5.7 Energy Production and Recycling Guarantee.

5.7.1 Contractor acknowledges that the State of Florida has legislated certain goals with respect to the Recycling of solid waste. As currently drafted, Section 403.706(4)(a), Florida Statutes, provides that each mega-watt hour ("MwH") generated by a waste-to-energy facility using solid waste as fuel shall count as one (1) ton of Recycled material for the purposes of the County's Recycling goals implemented by the State of Florida.

5.7.2 In support of the County's Recycling objectives, the Contractor shall use all reasonable endeavors to operate the Disposal Facilities in such a manner so as to ensure that each ton of Broward Waste processed at the Disposal Facility will result in the production of .50 MwH of electricity.

5.7.3 The Contractor will provide the County with monthly statements indicating the tonnage processed and corresponding energy production, provided however that compliance with Section 5.7.2 will be measured on annual basis (i.e., in each calendar year, the Disposal Facility must produce that number of MwHs as is equal to the total tonnage of Broward Waste processed in such year x .5).

5.7.4 If in any calendar year the Disposal Facility(ies) has not met the energy production requirement specified in Section 5.7.2., the County shall be entitled to a rebate equal to the greater of (i) \$250,000 or (ii) \$.25 per ton of Broward Waste processed at the Disposal Facilities in such calendar year, to be applied in two (2) equal installments against the first two (2) monthly invoices following the determination of a deficiency in energy production.

5.8 For any Waste Disposal Facility or Alternative Disposal Facility within Broward County, which, as of the Effective Date, is not permitted or operational, prior to the Contractor utilizing such Facility under the terms of this Agreement, Contractor shall provide written documentation to the County demonstrating to the County's satisfaction that specific measures have been taken to prevent or minimize impacts upon affected adjacent property within three hundred (300) feet of a boundary of the parcel containing the Facility. Affected adjacent property includes land within a residential land use plan category, a residential zoning

district, or land currently used for residential, school or medical care purposes. Impacts which the Contractor shall be required to mitigate include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Mitigation may include but is not limited to the provision of adequate setbacks, buffers, landscaping, fencing, walls, enclosed areas, and best available technology. Written documentation for operation and mitigation shall be reviewed by the County within thirty (30) days of submittal. Approval by the County, which shall not be unreasonably withheld, must be obtained prior to the Facility being utilized under the terms of this Agreement. Conversion of any Facility, for treating one type of waste in lieu of another, or for treating additional types of waste, shall be required to undergo the review required in this paragraph.

ARTICLE 6 **DEFAULT**

In the event there should occur any material breach or material default in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty days after receipt of notice from the non-breaching party specifying such breach or default, subject to the terms and conditions of this Article 6, the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon thirty days notice to the party in breach; provided that if such default is not a payment default and can be cured, and the party in breach shall have commenced to take reasonably appropriate steps to cure such breach or default within a reasonable period of time, the same shall not give rise to a right of termination on behalf of the non-breaching party for so long as the breaching party is continuing to take reasonable steps to cure such default or breach.

ARTICLE 7 **INSURANCE**

- 7.1 Policy Limits. Contractor shall not commence performance under this agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the County Administrator.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three (3) years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$25,000,000/\$50,000,000
Commercial Umbrella	\$25,000,000
Employer's Liability	\$1,000,000
Worker's Compensation	Statutory Amount

- 7.2 County as Additional Insured. The County shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.
- 7.3 Insurance Company Standards. Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 7.4 Notice of Cancellation. Contractor agrees to furnish County with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 7.5 Minimum Level of Coverage. To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under this Agreement, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Agreement in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under this Agreement during the Term of this Agreement and the three year period set forth in Article 7.1 of this Agreement.
- 7.6 Premium Payment Responsibility. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 8

LIABILITY

- 8.1 The County and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- 8.2 The Contractor shall protect, indemnify and hold the County and each Participating Community, their officials, agents, servants and employees,

harmless from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the County in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of the operation of Contractor's Disposal Facilities, or the performance (or non-performance) of Contractor of its obligations under this Agreement. Contractor is not, however, required by this Article 8.2 to reimburse or indemnify for loss or claim due to the negligence or willful misconduct of the County, any Participating Community or any Licensed Waste Hauler(s).

ARTICLE 9 **MISCELLANEOUS**

- 9.1 **Parental Guaranty.** Contractor shall have its parent company, Waste Management, Inc., guarantee Contractor's performance under this Agreement by executing the Parental Guaranty set forth in Exhibit "B." The County's receipt of the Parental Guaranty executed by Waste Management, Inc. is a condition precedent to the effectiveness of this Agreement.
- 9.2 **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.3 **Merger/Amendment.** This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.
- 9.4 **Assignment.** Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the County. The Contractor may (i) without the consent of the County, (a) transfer, assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the parent guaranty remains in place); and (ii) with the consent of the County, which may not be unreasonably withheld or delayed, assign this Agreement in connection with a sale or assignment of its interest in

the Disposal Facilities, provided that Contractor can reasonably demonstrate to the County that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment, and the proposed assigned (or its affiliates) has a commercially reasonable level of prior experience and/or current capability with respect to the operation of a waste-to-energy facility. This Agreement shall be binding on any and all successors to Contractor.

- 9.5 Records. Except as otherwise provided herein, the County and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 9.6 Audit and Inspection Rights and Retention of Records. County shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Section 2.4.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement, unless Contractor is notified in writing by County of the need to extend the retention period. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Notwithstanding anything herein to the contrary, for a twenty (20) year period following any termination or expiration of this Agreement, the Contractor shall retain records reasonably documenting environmental compliance at the Disposal Facilities, and documentation concerning any disposal of Broward Waste at an Alternate Disposal Facility; provided however that Contractor shall be relieved of any retention obligation if, prior to any disposal of the relevant records, Contractor has offered the County and the

Participating Communities the opportunity to receive copies thereof.

- 9.7 **Access Rights.** Authorized representatives of County, which may also include any Participating Community, shall have access and the ability to inspect any waste disposal facilities operated by Contractor which are utilized to provide any services pursuant to this Agreement during normal business hours, upon County giving reasonable advance notice to Contractor, provided that each representative shall comply with all reasonable safety rules and regulations adopted by Contractor and shall not interfere with Contractor's options.
- 9.8 **Permits and Licenses.** Contractor shall be responsible for the maintenance of all permits and licenses associated with the operations of the Disposal Facilities. Contractor shall at its sole cost and expense conduct such tests at the Disposal Facilities from time to time as shall be required by such permits and licenses, and shall send copies of the test results to County, when the test results are submitted to the state or federal regulatory agencies. Contractor also shall make such test results available for review and copying by County during normal business hours. Contractor shall not be deemed to have breached its obligations under the two preceding sentences in respect of any period during which it may in good faith be contesting the necessity of obtaining any such permit or license, or the validity or application of any requirement of or condition contained in any such permit or license, provided that during such period Contractor shall not otherwise be relieved from performing its obligations under this Agreement. Contractor also shall promptly furnish to County copies of any complaint, notice of violation or regulatory action upon receipt by Contractor regarding any permit, license or relating in any manner to Contractor's operations or Disposal Facilities pursuant to this Agreement.
- 9.9 **Governing Law and Venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 9.10 **Severability.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 9.11 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the County.

Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 9.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

With a copy to:
Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, NH 03842
Attn: General Counsel

FOR THE COUNTY:

With a copy to:

[WTI NOTE: need to add North and South Plants (Attn: Plant Manager)]

- 9.13 Third Party Beneficiaries. Except as provided herein, neither the County nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement, and the parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The Contractor and the County acknowledge and agree that each Participating Community is intended to be a third party beneficiary to this Agreement, and, except where otherwise provided in the ILA, shall be entitled to assert any rights available to the County hereunder.

[Note: WTI expects a comparable provision in ILA making WTI a third party beneficiary re: right to enforce obligation to deliver waste to the Disposal Facility.]

- 9.14 **Priority of Provision.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.
- 9.15 **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.16 **Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10 CONTRACTOR OPERATIONS REPRESENTATIONS

- 10.1 County is duly organized and valid existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and County is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.2 Contractor is duly organized and validly existing under the laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and Contractor is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.3 Except as otherwise disclosed in writing to County prior to the execution of this Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board, regulatory agency or body pending or, the best of its knowledge, threatened against or affecting the Contractor (pending or threatened litigation) with regard to any issue relating to environmental compliance or the operation, permit or licenses of Contractor at any of the facilities utilized to provide services pursuant to this Agreement. Contractor further agrees to a continuing disclosure requirement for the term of this Agreement to notify County with thirty (30) days of any subsequent pending or threatened litigation with regard to any issue relating to environmental compliance or the operations, permits or licenses of any facilities utilized to provide services pursuant to this Agreement.

**ARTICLE 11
CRIMINAL BACKGROUND DISCLOSURE**

- 11.1 Prior to the execution of this Agreement Contractor shall provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Contractor, or an officer, director, executive partner or a shareholder (excluding shareholders of publicly traded corporations) is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that the Contractor has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals
- 11.2 Prior to the execution of this Agreement, Contractor shall disclose, in writing, to County whether in the last five (5) years the Contractor or an officer, director, executive, partner, or a shareholder (excluding shareholders of publicly traded corporations), who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Contractor was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct of activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc., or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

**ARTICLE 12
PIGGYBACK**

- 12.1 Municipalities may elect to piggyback on this Agreement upon the written consent of Contractor. The Contractor acknowledges that this Agreement is the result of a noncompetitive process initiated at the request for the Board of County Commissioners on March 27, 2012, where it directed county staff to negotiate an agreement for solid waste disposal services with Sun-Bergeron and Contractor. Municipalities which elect to piggyback shall not be deemed third party beneficiaries to this Agreement or have any rights hereunder. Those municipalities shall have first party rights under such independent piggyback contracts.

IN WITNESS WHEREOF, the parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ date of _____, 2012, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2012

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
(Date)

By _____
Purvi A. Bhogaita (Date)
Assistant County Attorney

By _____
Noel M. Pfeffer (Date)
Deputy County Attorney

AGREEMENT between WHEELABRATOR TECHNOLOGIES, INC. AND BROWARD
COUNTY FOR SOLID WASTE DISPOSAL SERVICES

CONTRACTOR:

WHEELABRATOR TECHNOLOGIES,
INC.

ATTEST:

Secretary

(SEAL)

By: _____
Printed Name: _____

Title: _____

_____ day of _____, 20____.

OR

WITNESSES:

Witness 1 Signature

Witness 1 Print/Type Name

Witness 2 Signature

Witness 2 Print/Type Name

NMP:PAB:slw
5/31/12
WheelabratorFinal5-30-12

EXHIBIT "A"
DISPOSAL SERVICES FEE

	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
<i>Term</i>	<i>5 years</i>	<i>5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)</i>	<i>5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)</i>
<i>Revenue Share -- Energy</i>	<i>25% above \$88 per megawatt hour with \$0.75/ton floor</i>	<i>25% above \$25 per megawatt hour</i>	<i>N/A</i>
<i>Revenue Share -- Ferrous Metals</i>	<i>25% above \$50 per ton for ferrous metals pricing, with \$0.50 per ton floor</i>	<i>N/A</i>	<i>N/A</i>
<i>Base Price</i>	<i>\$46.25 per ton</i>	<i>\$43.00 per ton</i>	<i>\$42.00 per ton</i>

Pricing for optional yard waste, bulk trash, and construction and demolition debris services are the same as above.

EXHIBIT "B"
PARENTAL GUARANTY

EXHIBIT "C" PARTICIPATING COMMUNITIES

EXHIBIT "D"
FORM INVOICE



Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: 05/22/2012
Invoice Number: 0003466-0911-8
Due Date: Due Upon Receipt
WM ezPay Account ID: 00015-14431-32002

Total Current Charges	Total Amount Due
-----------------------	------------------

[REDACTED] [REDACTED]

Account Summary

Description	
Previous Balance	██████████
Total Credits and Adjustments	0.00
Total Payments Received	██████████
Total Current Charges	██████████
Total Amount Due	██████████
Total Amount Past Due	██████████

Please pay total amount due. Thank you for your business.

Service Period: MAY 14 2008

Description	Amount
Landfill	██████████
Total Current Charges	██████████

PLEASE NOTE ANY LATE FEES CHARGED ARE CALCULATED PER THE TERMS OF YOUR CONTRACT OR AGREEMENT, WITH A MINIMUM OF \$5.00 OR MAXIMUM ALLOWABLE UNDER STATE LAW.

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount, with a minimum monthly charge of \$5.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

Want to pay this bill on-line? Visit www.wm.com and click on My Account to make a convenient, secure payment.

Current Due	Over 30 Days	Over 60	Over 90	Over 120	Total Due
██████████	██████████	0.00	0.00	0.00	██████████



Please detach and send with checks only (no cash).
Please send all other correspondence to your local WM site.

Wheelabrator South Broward Inc.
Attn: Accounts Receivable Department
4 Liberty Lane West
Hampton NH 03842
(800) 437-8191 ext 3106
accountsreceivablelwt@wm.com

Learn how we Think Green at
www.wm.com/thinkgreen

Your Account Number

Pay your WM bill online at www.wm.com. To pay by phone, call 866-964-2729.

Invoice Date**Your Invoice Number** _____

05/22/2012

0003466-0911-8

Due Date
Upon Receipt

Total Due

Amount Paid

[illegible]

0001080 01 MB 0.404 **AUTO T6 0 2643 33462-167290 .C01-1 10901L98

Wheelabrator South Broward Inc.
PO Box 13648
Philadelphia PA 19101-3648

000151443132002

8500000-1000000-0801.DOC



Wheelabrator South Broward Inc.
Attn: Accounts Receivable Department
4 Liberty Lane West
Hampton NH 03842

Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: 05/22/2012
Invoice Number: 0003466-0911-8
Due Date: Due Upon Receipt
WM ezPay Account ID: [REDACTED]

Date	Ticket	Description	Quantity	U/M	Rate	Amount
05/14/12	165473	Vehicle#:sw1999 Spot msw Ticket Total	13.73	TON		
05/14/12	165581	Vehicle#:sw1750 Spot msw Ticket Total	10.16	TON		
05/14/12	165631	Vehicle#:ja1823 Spot msw Ticket Total	11.61	TON		
05/14/12	165659	Vehicle#:sw1969 Spot msw Ticket Total	11.53	TON		
05/14/12	165834	Vehicle#:sw1968 Spot msw Ticket Total	6.89	TON		
05/15/12	165874	Vehicle#:sw1969 Spot msw Ticket Total	6.20	TON		
05/15/12	165882	Vehicle#:ja1763 Spot msw Ticket Total	5.35	TON		
05/15/12	165976	Vehicle#:sw1968 Spot msw Ticket Total	6.56	TON		
05/15/12	165988	Vehicle#:sw2967 Spot msw Ticket Total	14.01	TON		
05/15/12	165993	Vehicle#:ja1823 Spot msw Ticket Total	13.90	TON		
05/16/12	166189	Vehicle#:sw1999 Spot msw Ticket Total	14.80	TON		
05/15/12	166193	Vehicle#:sw1999 Spot msw Ticket Total	4.73	TON		
05/16/12	166294	Vehicle#:ja1822 Spot msw Ticket Total	9.15	TON		
05/16/12	166311	Vehicle#:sw1969 Spot msw Ticket Total	9.11	TON		



Wheelabrator South Broward Inc.
Attn: Accounts Receivable Department
4 Liberty Lane West
Hampton NH 03842

Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: 05/22/2012
Invoice Number: 0003466-0911-8
Due Date: Due Upon Receipt
WM ezPay Account ID: [REDACTED]

Date	Ticket	Description	Quantity	U/M	Rate	Amount
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167037	Vehicle#:sw2967				
		Spot msw	11.95	TON		
		Ticket Total				
05/18/12	167091	Vehicle#:sw1350				
		Spot msw	15.16	TON		
		Ticket Total				
05/19/12	167163	Vehicle#:sw1750				
		Spot msw	10.85	TON		
		Ticket Total				
05/19/12	167180	Vehicle#:sw1969				
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167189	Vehicle#:ja1763				
		Spot msw	6.84	TON		
		Ticket Total				
04/21/12	167576	Vehicle#:sw3232				
		Spot msw	6.38	TON		
		Ticket Total				
05/22/12		Late fee 1.5% N20				
Total Current Charges						

05/16/2012 Payment - thank you	
Total Payments Received	

**EXHIBIT 4 - AGREEMENT BETWEEN WHEELABRATOR
ENVIRONMENTAL SERVICE INC. AND BROWARD COUNTY,
FLORIDA FOR SOLID WASTE DISPOSAL SERVICES**

Executed
Final

AGREEMENT

BETWEEN

WHEELABRATOR ENVIRONMENTAL SERVICES INC.,

AND

BROWARD COUNTY, FLORIDA

FOR

SOLID WASTE DISPOSAL SERVICES

This Agreement is made and entered into this 26th day of June, 2012, by and between WHEELABRATOR ENVIRONMENTAL SYSTEMS INC., a Delaware Corporation, (hereinafter referred to as "Contractor"), and BROWARD COUNTY, FLORIDA, a political subdivision and body politic of the State of Florida (hereinafter referred to as the "County").

WHEREAS, Contractor and the County desire to enter into this Agreement (the "Agreement") to provide for the disposal of solid waste generated within unincorporated Broward County and the municipal boundaries of the Participating Communities (as defined below) and to set forth how such solid waste disposal services will be provided; and

WHEREAS, it is the intent of the parties that this Agreement may function as either (i) a form agreement for Broward municipalities to use as a basis for a solid waste contract with Contractor independent of County and independent of the proposed Interlocal Agreement, or alternatively (ii) this Agreement may serve as the basis for an Interlocal Agreement, whereby Participating Communities executing the Interlocal Agreement shall agree, among other things, to be bound by the terms of this Agreement; and

WHEREAS, the County is desirous of securing and maintaining a high level of professional, safe and environmentally sound solid waste disposal services in conjunction and harmony with its environmental protection and conservation policies and fiscal policies of sound, economical management; and

WHEREAS, the County has determined that it is beneficial and in the best interests of the public to enter into this Agreement.

NOW, THEREFORE, in consideration, among other things, for County enabling municipalities to Piggyback on this Agreement immediately, for County's commitment to draft and present an Interlocal Agreement offering centralized billing and other services

to Participating Communities and the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the County do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply, unless otherwise specifically stated:

"Additional Waste" shall refer to any construction and demolition debris, tropical storm or hurricane related debris, yard-waste, recyclable materials, any large household appliances (commonly referred to as "white goods") including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters and the like, or other items of bulky waste, but in each case excluding any Unacceptable Waste.

"Alternate Disposal Facility" shall mean either: (i) the Monarch Hill Landfill, 2700 Wiles Road Pompano Beach, Florida 33073, (ii) Okeechobee Landfill Facility, 10800 N.E. 128th Avenue, Florida 33972, or (iii) such other disposal facility as may be approved by the County.

"Broward Waste" shall refer to Additional Waste, (as applicable) Commercial Waste and Residential Waste.

"Centrally Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and have elected to have the County perform centralized billing services and are indicated as such on Exhibit "C."

"Commercial Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within unincorporated Broward County and the Participating Communities, excepting therefrom Residential Waste as defined herein and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"Contract Year" means each one year period (or portion thereof, determined on a pro-rata basis) commencing on the Disposal Commencement during the term of this Agreement.

"Directly Billed Participating Community(ies)" shall refer to municipalities which have executed the Interlocal Agreement and perform their own billing services and are indicated as such on Exhibit "C."

"Disposal Commencement Date" shall refer to the date upon which the Prior Interlocal Agreement has either terminated or expired.

"Disposal Facility(ies)" shall refer individually to either the North Disposal Facility or South Disposal Facility, and collectively to the North Disposal Facility and the South Disposal Facility together.

"Disposal Services" refers to everything required to be furnished and done by the Contractor pursuant to this Agreement. Disposal Services include, but are not limited to, the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the receipt, processing, and disposal of Broward Waste, and any associated residual materials.

"Disposal Services Fee" shall mean the per-ton rate charged by the Contractor for providing the Disposal Services in accordance with this Agreement.

"Disposal Services Fee Adjustment Factor" shall refer to the adjustment that may be applied to the Disposal Services Charge on an annual basis, as calculated using the Bureau of Labor Statistics Index Series ID CWUR0000SA0, Consumer Price Index - Urban Wage Earners and Clerical Workers.

"Effective Date" shall refer to the date that this Agreement has been executed by both the County and the Contractor.

"Force Majeure" means any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences, or damage caused by Hazardous Waste, explosives or radioactive waste entering a Disposal Facility unless knowingly accepted by Contractor. In any event, Force Majeure shall not include the following:

- (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- (b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a Disposal Facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- (c) any change in law (other than to the extent that Contractor's physical ability to process Broward Waste is eliminated due to a change in law);
- (d) loss or unavailability of personnel desired by Contractor to operate or maintain a Disposal Facility;
- (e) wear and tear or obsolescence of any parts or equipment utilized in or at a Disposal Facility; or

- (f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of the Disposal Facility.

"Hazardous Waste" means any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 6901, *et seq.*; (iii) CERCLA, 42 U.S.C.A. § 9601, *et seq.*; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, *et seq.*, and in each case, applicable regulations promulgated thereunder.

"Interlocal Agreement" shall mean the Interlocal Agreement to be entered into among County and Participating Communities which provides, at a minimum, a requirement for the County and Participating Communities to be bound by the terms of this Agreement and to perform such obligations as contemplated therein, provides Participating Communities the option to choose from the two approved vendors and vendors price proposals and the option to receive, at the Participating Communities expense, additional County services, including but not limited to, centralized billing services by County, flow control enforcement by County, and other County waste disposal related services.

"Licensed Waste Haulers" shall refer to Licensed Commercial Waste Haulers and Licensed Residential Waste Haulers.

"Licensed Commercial Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Commercial Waste and/or Additional Waste generated from non-residential property within unincorporated Broward County or the Participating Communities and that are directed to deliver the Commercial Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"Licensed Residential Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Residential Waste and/or Additional Waste within unincorporated Broward County or the Participating Communities and that are directed to deliver the Residential Waste to the Disposal Facilities pursuant to this Agreement or the Interlocal Agreement.

"North Disposal Facility" shall refer to the waste to energy facility located at 2600 Wiles Road, Pompano Beach, Florida, which is owned and operated by WNB, where the Broward Waste may be delivered for final disposal as part of the Disposal Services.

"Participating Community(ies)" shall refer to the municipalities which are listed on Exhibit "C", as updated during the term of this Agreement, and have signed the Interlocal Agreement. Participating Communities may also include the County, as to the unincorporated area of Broward County, in the event County elects to deliver its Broward Waste to Contractor as evidenced by indicating County as a Participating Community on Exhibit "C," in which event the County shall be deemed a Participating Community for the purposes of this Agreement.

"Person" means any individual or business entity, including, without limitation, any corporation, limited liability companies, partnership, business trust or partnership.

"Prior Interlocal Agreement" shall refer to the Agreement between the Broward Solid Waste Disposal District and the Contract Communities consisting of the participating political subdivisions within Broward County.

"Processed Waste" shall refer to Commercial Waste and Residential Waste that is processed at the Disposal Facilities.

"Recycling" shall refer to any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

"Residential Waste" shall refer to waste, refuse, garbage, trash and rubbish generated within the unincorporated County or the Participating Communities from "residential property" (as such term or equivalent term is defined by the County with respect to the unincorporated County and by each Participating Community with respect to waste generated within such Participating Community) and that is capable of being processed at the Disposal Facility, but shall not include Additional Waste, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"South Disposal Facility" shall refer to the waste to energy facility located at 4400 South State Road 7, Davie, Florida, which is owned and operated by WSB, where the Broward Waste shall be delivered for final disposal as part of the Disposal Services.

"Unacceptable Waste" shall refer to: (a) Hazardous Waste, (b) lead acid batteries, (c) nuclear waste, (d) radioactive waste, (e) sewage sludge, (f) explosives, (g) asbestos containing materials, (h) beryllium-containing waste, (i) nickel cadmium batteries, (j) mercury containing devices, (k) untreated biomedical waste, (l) biological waste, (m) appliances containing chlorofluorocarbons (CFC's) or items of waste that a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Disposal Facility or that are prohibited by state or federal law.

"WNB" shall refer to Wheelabrator North Broward Inc., a Delaware corporation and wholly-owned subsidiary of Contractor.

WSB" shall refer to Wheelabrator South Broward Inc., a Delaware corporation and wholly-owned subsidiary of Contractor.

ARTICLE 2

DISPOSAL SERVICES

2.1 **Contractor Services.** Contractor shall provide solid waste Disposal Services to the Participating Communities and shall accept and weigh all Broward Waste delivered by the Participating Communities and the Licensed Waste Haulers for disposal at the appropriate Disposal Facility(ies) during the term of, and in accordance with, this Agreement.

2.2 **Delivery of Broward Waste.** Participating Communities shall deliver or cause to be delivered to the appropriate Disposal Facility all Commercial Waste and Residential Waste collected by the Participating Communities and the Licensed Waste Hauler(s). Any Licensed Waste Haulers may, but shall not be obligated to, deliver any Additional Waste to the Disposal Facility for disposal by Contractor or its affiliates. The Interlocal Agreement shall include an obligation by the Participating Communities to comply with the applicable provisions of this Section 2.2.

2.2.1 **Residential Waste Delivered by Participating Communities.** If a Participating Community collects the Residential Waste and hauls the Residential Waste to Contractor, the Participating Community shall be responsible for Unacceptable Waste brought to either Disposal Facility by the Participating Community.

2.2.2 **Residential Waste Delivered by Licensed Residential Waste Hauler.** Waste hauling contracts for the collection of Residential Waste, including any renewal of existing waste hauling contracts, entered into by a Participating Community and a Licensed Residential Waste Hauler after the Effective Date of this Agreement shall include the following: (a) the definition of Residential Waste set forth in this Agreement, (b) Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste brought to either Disposal Facility, (c) Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the Participating Community, (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Disposal Facilities or as otherwise provided pursuant to Section 5.2, and (e) hours of operation for the Disposal Facility during which the Licensed Residential Waste Hauler shall be authorized to deliver Broward Waste to the Disposal Facilities.

2.2.3 **Commercial Waste Delivered by Licensed Commercial Waste Haulers.** Each Participating Community shall require Licensed Commercial Waste Haulers to execute a license agreement with the Participating Community that sets forth the payment procedure in Section 4.6 for Commercial Waste Disposal Services, and requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to the Disposal Facilities as otherwise provided pursuant to Section 5.2. In addition, each Directly Billed Participating Community shall require the Licensed Commercial Waste Hauler(s) to provide a performance

bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for such Directly Billed Participating Community, calculated pursuant to Article 4 and based on the 60 day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the license agreement between Participating Community and Licensed Commercial Waste Hauler(s) entered into after the Effective Date of this Agreement. The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations. A Licensed Commercial Waste Hauler providing services for multiple Directly Billed Participating Communities may provide one aggregate bond meeting the requirements set forth herein.

- 2.3 **Weighing Waste.** Contractor shall utilize and maintain motor truck scales at the Disposal Facilities to weigh the Licensed Waste Haulers' vehicles delivering Broward Waste to the Disposal Facility. Contractor shall weigh the Licensed County Waste Haulers' vehicles upon entering and exiting the Disposal Facility site, with the weight difference resulting in the tons of Broward Waste actually delivered.
- 2.4 **Monthly Reports.** Contractor shall provide monthly reports to the County, within sixty (60) days after the end of the subject month, that include the number of tons of Broward Waste actually delivered to the Disposal Facilities for the subject month listing the delivering party's name (County or Licensed Waste Hauler(s)) and the number of transactions for each delivering party. Such reports shall be provided in a form reasonably acceptable to the County. Upon request, the Contractor will provide monthly reports to a Participating Community detailing deliveries of Broward Waste made by or on behalf of such Participating Community.

ARTICLE 3

TERM OF AGREEMENT

- 3.1 **Initial Term.** This Agreement shall take effect upon the Effective Date and, beginning upon the Disposal Commencement Date, shall continue for a five (5) year period of time ("Initial Term"), unless renewed or terminated earlier by the parties as set forth herein.
- 3.2 **Renewals.** This Agreement may be renewed for up to three (3) additional, successive five year terms (each renewal is a "Renewal Term") upon the terms set forth herein. The first Renewal Term shall be at the election of the County, and if the County wishes to exercise its renewal right, the County shall provide written notice thereof to the Contractor not less than ninety (90) days prior to the

expiration of the Initial Term. If the County does not elect to exercise its right to the first Renewal Term, this Agreement shall terminate at the expiration of the Initial Term. If the County exercises its right to the first Renewal Term, then, following the first Renewal Term, any addition Renewal Terms shall require mutual written consent by the County and Contractor. The County shall provide notice of its intent to renew not less than eighteen (18) months prior to the expiration of the Initial Term or any Renewal Term (as the case may be). If the Contractor is willing to consent to the renewal, it shall respond in writing within not less than forty-five (45) days. Failure to respond within such period shall be deemed a rejection of the intent to renew. If County and Contractor fail to agree on the terms and conditions of renewal at least twelve (12) months prior to the expiration of a Renewal Term, this Agreement shall expire at the end of such Renewal Term.

- 3.3 Termination and Extension. This Agreement may only be terminated as provided in Article 6 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default, or County's default not due to County's non-payment, County shall have the right to an extension of Disposal Services for up to twelve (12) months provided that the County specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event County exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Service Fees in effect at the time of such termination, which shall be escalated as provided herein as if the term extended through the extension period. County shall not be entitled to an extension of Disposal Services if Contractor terminates this Agreement due to County's default for failure to make payment to Contractor in accordance with this Agreement. Notwithstanding any language herein to the contrary, County and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.
- 3.4 Alternate Disposal during Renewal Term. If, during any Renewal Term, the continued operation of the Disposal Facilities have become uneconomic due to increased capital or operating costs attributable to a change in local, state, or federal law or regulation, and, as a result, the Contractor has provided County with written notice that it has decided to cease operation of the Disposal Facilities (which notice shall provide at least nine (9) month's notice of the planned date for cessation of operations), the County may thereafter elect, at its sole option, to terminate this Agreement at any time by providing at least three (3) months' notice, provided that the termination date shall not be later than the planned date for cessation of operations. With the exception of liabilities accrued prior to the effective date of termination, the Contractor shall have no further liability to the County following the effective date of such termination. Should County not elect to terminate this Agreement Contractor shall thereafter be entitled to direct the

Participating Communities to deliver, and require that any Licensed Waste Haulers deliver, any Commercial Waste or Residential Waste to an Alternate Disposal Facility designated by Contractor. In such circumstances, (i) the Alternate Disposal Facility shall be considered to be the "Disposal Facility" for all purposes under this Agreement, and (ii) Contractor shall be responsible for any incremental tipping fees above the Disposal Services Fee, and for any actual reasonable documented incremental cost for transportation of the Commercial Waste and Residential Waste to the Alternate Disposal Facility.

ARTICLE 4 **SERVICE FEE**

- 4.1 Disposal Services Fee. After each operating month, the Contractor shall invoice the County for Centrally Billed Participating Communities and each Directly Billed Participating Community for Residential Waste Disposal Services and the County for Centrally Billed Participating Communities and the Licensed Commercial Waste Hauler(s) for each Directly Billed Participating Community for Commercial Waste Disposal Services based upon the per ton Disposal Service Fee set forth on attached Exhibit "A" and which has been selected by the Participating Community as set forth on Exhibit "C". Any Additional Waste delivered by a Participating Community or any Licensed Residential Waste Hauler shall be included in the tonnage billed to the County (for the Centrally Billed Participating Communities), and the Directly Billed Participating Communities, and any Additional Waste delivered by a Licensed Commercial Waste Hauler shall be included in the tonnage billed to the Licensed Commercial Waste Hauler.
- 4.2 Disposal Services Fee Adjustments. Beginning on the first October 1 after the one (1) year anniversary of the Disposal Commencement Date of this Agreement, and on each October 1 thereafter, the Disposal Services Fee shall be subject to adjustment with a cap not to exceed 5% for any year and a floor of not less than 1%, by multiplying the Disposal Services Fee by the Disposal Services Fee Adjustment Factor. The result of the calculation shall become the maximum Disposal Services Fee permitted to be charged by Contractor to County for the 12 months following the Disposal Services Fee adjustment. The 12 month change (using March of each year as the base month) in the Bureau of Labor Statistics Index Series ID CUUR0000SA0, Consumer Price Index – All Urban Consumers shall be used to calculate the Disposal Services Fee Adjustment Factor subject to and not to exceed the 5% cap and 1% floor for any year.
- 4.3 Most Favored Pricing.
- 4.3.1 In the event that Contractor subsequently enters into an agreement for a term of more than twelve (12) months (including any unilateral renewal and option periods) for the disposal of solid waste generated anywhere within Broward, Miami-Dade or Palm Beach County (an "Eligible Agreement"), Contractor shall provide the County with a copy of the Eligible Agreement within

sixty (60) days of execution thereof. If the County determines that the contract includes a Net Disposal Fee that is less than the Disposal Services Fee set forth herein, the County may provide written notice to Contractor of County's determination, and, if the County does so, the Disposal Services Fee shall automatically be reduced for all Participating Communities to the Net Disposal Fee set forth in the Eligible Agreement, such change to be effective retroactively as of the effective date of Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the lower Net Disposal Fee (subject to annual adjustments as provided in Section 4.2).

- 1.1.1 4.3.2 For the purposes of this Agreement, the "Net Disposal Fee" offered under the Eligible Agreement shall be the actual per-ton cost offered by Contractor to the other party to the Eligible Agreement. In calculating the Net Disposal Fee all "Economic Incentives" which are defined to mean monies, economic benefits and consideration received by the other party of whatever nature (e.g. signing bonus, revenue sharing, other credits, etc.) shall be taken into account by reducing the per-ton cost by the amount of the Economic Incentives to determine the Net Disposal Fee. Any actual costs associated with disposal which are required to be paid by the other party (e.g. pass throughs, etc.) shall be included in the calculation of Net Disposal Fee.

- 4.4 Discriminatory Tax Adjustments. If the State of Florida, County or a municipality, in the event a Contractor facility located in the unincorporated area of Broward County is subsequently annexed into such municipality, enacts a tax or fee applicable only to the disposal of municipal solid waste, or specifically targeting the ownership or operation of one or both of the Disposal Facilities, then the Disposal Services Fee shall be increased by the pro-rata amount (based upon the amount of Broward Waste as a proportion of all waste delivered to the Disposal Facility) of such tax or fee actually paid by Contractor and attributable to the Disposal of the County's Waste pursuant to this Agreement.

4.5 Payment Procedure.

4.5.1 Each month, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Centrally Billed Participating Communities and Directly Billed Participating Community for Residential Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice in substantially the form attached hereto as Exhibit "E" to each Directly Billed Participating Community for payment. The invoice to the County shall be due within thirty (30) days of receipt.

4.5.2 On a bi-weekly basis, Contractor shall calculate the amount of Disposal Service Fees owed to the Contractor by the Licensed Commercial Waste Hauler(s) for Commercial Waste and (if any) Additional Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice to the Licensed Commercial Waste Hauler(s) for payment. The invoice to the Licensed Commercial Waste Hauler(s) shall be due within fifteen (15) days of receipt.

4.5.3 Residential Waste Disposal Services. If the County or Directly Billed Participating Community (as applicable) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.1, the County or Directly Billed Participating Community (as applicable) shall notify the Contractor of such dispute. The County or Directly Billed Participating Community (as applicable) shall make payment to Contractor of undisputed invoiced amounts within thirty days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation by a mutually acceptable mediator. In the event the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations under this Agreement.

4.5.4 Commercial Waste Disposal Services. If the Licensed Commercial Waste Hauler(s) disagrees with the amount stated in the invoice provided pursuant to Section 4.5.2, the Licensed Commercial Waste Hauler(s) shall notify the Contractor of such dispute. The Licensed Commercial Waste Hauler(s) shall make payment to Contractor of undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or, except as set forth herein, relieve Contractor of its obligations to County under this Agreement. In the event the Licensed Commercial Waste Hauler(s) fails to make payment to Contractor for Commercial Waste Disposal Services as required by this Agreement, Contractor shall notify the County of such non-payment and Contractor shall have the right to make a claim for payment under the performance bond (required by Section 2.2.3) for the properly invoiced outstanding amounts due for Commercial Waste Disposal Services pursuant to this Agreement. If the unpaid amount exceeds 80% of the performance bond provided by the Licensed Commercial Hauler pursuant to Section 2.2.3 and then available to Contractor, Contractor shall be entitled to reject any Commercial Waste delivered by such Licensed Commercial Waste Hauler until such time as all unpaid amounts have been received by Contractor and the Contractor is in possession of a performance bond meeting the requirements of Section 2.2.3.

4.6 Revenue Share

4.6.1 - Applicable to Participating Communities who have selected Pricing Option 1 on Exhibit "A": In the event that the actual annual average electricity revenue dollar per megawatt hour sold during a Contract Year for the Contractor exceeds \$88.00/MwH, adjusted annually consistent with Section 4.2, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per megawatt hour sold during such Contract Year for the Contractor and \$88.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) The minimum credit due to Participating Community per this paragraph shall be \$0.75, adjusted annually consistent with Section 4.2, times the tons of Processed Waste delivered by such Participating Community.

In the event that the actual annual average revenue dollar per net ferrous metal ton recovered from the ash stream for the Contractor exceeds \$50.00/ton, adjusted annually consistent with Section 4.2, during a Contract Year, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total net ferrous metal tons recovered from the ash stream that are sold by the Contractor during such period multiplied by (d) the difference between the actual annual average revenue dollar per net ferrous metal ton for the Contractor and \$50.00/ton, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to metals sales (i.e. transportation, marketing, etc.), The "net" ferrous metal ton refers to the intended exclusion of the ash entrained in the outbound metals which does not yield revenue. The minimum credit due to Participating Community per this paragraph shall be \$0.50, adjusted annually consistent with Section 4.2, times the amount of Processed Waste tons delivered by such Participating Community.

The Annual Settlement calculations above will be completed annually within 90 days after the Contract Year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community within 30 days thereafter.

4.6.2 - Applicable to Participating Communities who have selected Pricing Option 2 on Exhibit "A": In the event that the actual annual average electricity revenue dollar per megawatt hour sold during a Contract Year for the Contractor exceeds

\$25.00/MwH, adjusted annually consistent with Section 4.2, then in such Contract Year, the Contractor will give a credit to the County (with respect to each Centrally Billed Participating Community) or each Directly Billed Participating Community equal to (a) 25% multiplied by (b) a fraction, the numerator of which is the tons of Processed Waste delivered by the Participating Community and the denominator of which is the total tons of Processed Waste delivered to the Disposal Facilities by all Persons during such period multiplied by (c) the total megawatt hours sold by the Contractor during such period multiplied by (d) the difference between the actual annual average electricity revenue dollar per megawatt hour sold during such Contract Year for the Contractor and \$25.00/MwH, adjusted annually consistent with Section 4.2. The revenue dollars above will be calculated net of fees related to power sales (i.e. transmission, distribution, marketing, etc.) This calculation will be completed annually within ninety (90) days after the Contract Year and any credit due hereunder shall be paid to the County or any Directly Billed Participating Community.

ARTICLE 5

OPERATION OF DISPOSAL FACILITY

- 5.1 **Personnel and Equipment Requirement.** Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Disposal Facilities.
- 5.2 **Disposal Locations and Alternate Disposal Facility.** In the event that either the South or North Disposal Facility (but not both) is rendered incapable to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the other Disposal Facility at no additional disposal expense to the Participating Communities or Licensed Waste Hauler. In the event that both Disposal Facilities are rendered incapable, for any reason, to receive the Broward Waste for any length of time, the Participating Communities and the Licensed Waste Hauler(s) shall be required to dispose of Broward Waste at the Alternate Disposal Facility. In the event that both Disposal Facilities and the Alternate Disposal Facility are rendered incapable, for any reason, to receive the Broward Waste for any length of time, Contractor shall, within twenty-four (24) hours, provide the Participating Communities with another designated Alternate Disposal Facility, subject to Participating Communities approval (which shall not be unreasonably withheld), where the County and the Licensed County Waste Hauler(s) shall be required to dispose of Commercial Waste and Residential Waste. Reimbursements for any incremental tipping fee amount paid that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Commercial Waste and Residential Waste necessitated by the incapacity of both the Disposal Facilities and the Alternate Disposal Facility shall be determined in accordance with Section 5.3 below. Contractor shall not transport and/or dispose of the Broward Waste at a different

disposal facility, unless approved by the County in its sole and absolute discretion.

5.3 Alternate Disposal Facility Associated Costs.

5.3.1 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City or City's Licensed Waste Hauler, Contractor shall reimburse the Participating Communities or the Licensed Waste Hauler, as applicable, for any incremental tipping fee amount paid at the Alternate Disposal Facility pursuant to Section 5.2 that exceeds the Disposal Services Fee, and for any actual and necessary incremental cost for transportation of the Participating Communities Waste to the Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility.

5.3.2 In the event that the designated Disposal Facility is rendered incapable to receive the Broward Waste for any length of time due to Force Majeure or the negligence or intentional misconduct of the Participating Communities or Licensed Waste Hauler, the County and the Licensed Waste Hauler shall not receive any reimbursement for any additional tipping fees paid at the Alternate Disposal facility or, except as set forth herein, incremental transportation costs necessitated by the incapacity of Contractor's Disposal Facility, however, the Participating Communities and the Licensed Hauler shall be reimbursed by the Contractor for any actual and necessary incremental cost for transportation of Commercial Waste and Residential Waste to an Alternate Disposal Facility necessitated by the incapacity of Contractor's Disposal Facility due to Force Majeure.

- 5.4 **Dates and Hours of Operation.** Contractor shall keep its Disposal Facilities open for the receipt of Broward Waste from the Participating Communities and/or Licensed County Waste Hauler from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Disposal Facilities open for additional hours to accept Broward Waste.
- 5.5 **Good Working Order Requirement.** Contractor shall operate and maintain its Disposal Facilities in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing standards in the waste-to-energy industry, and consistent with steam and electrical generating plant practices. Contractor shall maintain the safety of its Disposal Facilities consistent with applicable law and prevailing boiler and electrical generating plant practices.
- 5.6 **Unacceptable Waste.**

5.6.1 The Participating Communities shall institute all reasonable procedures to prevent the delivery to the Disposal Facilities of Unacceptable Waste by the Participating Communities, or its agents or contractors. To the extent such procedures would affect the operation of the Disposal Facilities such procedures shall be reasonably acceptable to the Contractor.

5.6.2 The Contractor shall cooperate with the Participating Communities in connection with all matters regarding Unacceptable Waste under this Agreement. The Contractor shall use all reasonable efforts to identify the source of any Unacceptable Waste delivered to the Disposal Facilities.

5.6.3 Should any Unacceptable Waste be delivered to a Disposal Facility, such Unacceptable Waste shall be removed, transported and disposed of by the Contractor in accordance with applicable law governing such wastes, and the Contractor shall clean up the Disposal Facility to the extent required as a result of any such delivery of Unacceptable Waste. The costs of such removal, transport, disposal and clean-up shall be allocated in the following manner:

- i. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the County, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the County.
- ii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility by or on behalf of a Directly Billed Participating Community, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Directly Billed Participating Community, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Disposal Facility before seeking recovery from the Directly Billed Participating Community.
- iii. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Disposal Facility other than by or on behalf of the County, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by Contractor.
- iv. Should the Person delivering such Unacceptable Waste be unknown or unidentifiable, the costs associated with such removal, transport, disposal and Disposal Facility clean-up shall be borne by the Contractor.

5.7 Energy Production and Recycling Guarantee.

5.7.1 Contractor acknowledges that the State of Florida has legislated certain goals with respect to the Recycling of solid waste. As currently drafted, Section 403.706(4)(a), Florida Statutes, provides that each mega-watt hour ("MwH") generated by a waste-to-energy facility using solid waste as fuel shall count as one (1) ton of Recycled material for the purposes of the County's Recycling goals implemented by the State of Florida.

5.7.2 In support of the County's Recycling objectives, the Contractor shall use all reasonable endeavors to operate the Disposal Facilities in such a manner so as to ensure that each ton of Broward Waste processed at the Disposal Facility will result in the production of .50 MwH of electricity.

5.7.3 The Contractor will provide the County with monthly statements indicating the tonnage processed and corresponding energy production, provided however that compliance with Section 5.7.2 will be measured on annual basis (i.e., in each calendar year, the Disposal Facility must produce that number of MwHs as is equal to the total tonnage of Broward Waste processed in such year x .5).

5.7.4 If in any calendar year the Disposal Facility(ies) has not met the energy production requirement specified in Section 5.7.2., the County shall be entitled to a rebate equal to the greater of (i) \$250,000 or (ii) \$.25 per ton of Broward Waste processed at the Disposal Facilities in such calendar year, to be applied in two (2) equal installments against the first two (2) monthly invoices following the determination of a deficiency in energy production.

- 5.8 For any Disposal Facility or Alternative Disposal Facility within Broward County, which, as of the Effective Date, is not permitted or operational, prior to the Contractor utilizing such Facility under the terms of this Agreement, Contractor shall provide written documentation to the County demonstrating to the County's satisfaction that specific measures have been taken to prevent or minimize impacts upon affected adjacent property within three hundred (300) feet of a boundary of the parcel containing the Alternative Disposal Facility. Affected adjacent property includes land within a residential land use plan category, a residential zoning district, or land currently used for residential, school or medical care purposes. Impacts which the Contractor shall be required to mitigate include the effects of excessive noise, objectionable odors, visible emissions, particulate matter (including dust, smoke, soot, and aerosols), solid wastes, hazardous wastes, fire and explosion. Mitigation may include but is not limited to the provision of adequate setbacks, buffers, landscaping, fencing, walls, enclosed areas, and best available technology. Written documentation for operation and mitigation shall be reviewed by the County within thirty (30) days of submittal. Approval by the County, which shall not be unreasonably withheld, must be obtained prior to such Facility or Alternative Disposal Facility being utilized under the terms of this Agreement. Conversion of any Facility or Alternative Disposal Facility, for treating one type of waste in lieu of another, or for treating additional

types of waste, shall be required to undergo the review required in this paragraph.

ARTICLE 6 **DEFAULT**

In the event there should occur any material breach or material default in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty days after receipt of notice from the non-breaching party specifying such breach or default, subject to the terms and conditions of this Article 6, the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon thirty days notice to the party in breach; provided that if such default is not a payment default and can be cured, and the party in breach shall have commenced to take reasonably appropriate steps to cure such breach or default within a reasonable period of time, the same shall not give rise to a right of termination on behalf of the non-breaching party for so long as the breaching party is continuing to take reasonable steps to cure such default or breach.

ARTICLE 7 **INSURANCE**

- 7.1 **Policy Limits.** Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the County Administrator.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three (3) years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$25,000,000/\$50,000,000
Commercial Umbrella	\$25,000,000
Employer's Liability	\$1,000,000
Worker's Compensation	Statutory Amount

- 7.2 **County as Additional Insured.** The County shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.

- 7.3 Insurance Company Standards. Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 7.4 Notice of Cancellation. Contractor agrees to furnish County with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 7.5 Minimum Level of Coverage. To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under this Agreement, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Agreement in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under this Agreement during the Term of this Agreement and the three year period set forth in Article 7.1 of this Agreement.
- 7.6 Premium Payment Responsibility. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 8

LIABILITY

- 8.1 The County and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- 8.2 The Contractor shall protect, indemnify and hold the County and each Participating Community, their officials, agents, servants and employees, harmless from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the County in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, arising out of the operation of Contractor's Disposal Facilities, or the performance (or non-performance) of Contractor of its obligations under this Agreement. Contractor is not, however, required by this Article 8.2 to reimburse or indemnify for loss or claim due to the negligence or willful misconduct of the County, any Participating Community or any Licensed Waste Hauler(s).

ARTICLE 9
MISCELLANEOUS

- 9.1 Parental Guaranty. Contractor shall have its parent company, Waste Management, Inc., guarantee Contractor's performance under this Agreement by executing the Parental Guaranty set forth in Exhibit "B." The County's receipt of the Parental Guaranty executed by Waste Management, Inc. is a condition precedent to the effectiveness of this Agreement.
- 9.2 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 9.3 Merger/Amendment. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement. Provided however, that Section 2.2 of the Amended and Restated North Solid Waste Disposal Service Agreement between County and Wheelabrator North Broward, Inc., dated as of February 1, 2001 and Section 2.2(b) of the Amended and Restated South Solid Waste Disposal Agreement between County and Wheelabrator South Broward Inc., dated as of February 1, 2001 remain in effect unless and until modified or eliminated by subsequent agreement between County and the companies.
- 9.4 Assignment. Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the County. The Contractor may (i) without the consent of the County, (a) transfer, assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the parent guaranty remains in place); and (ii) with the consent of the County, which may not be unreasonably withheld or delayed, assign this Agreement in connection with a sale or assignment of its interest in the Disposal Facilities, provided that Contractor can reasonably demonstrate to the County that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment, and the proposed assigned (or its affiliates) has a commercially reasonable level of prior experience and/or current capability with respect to the operation of a waste-to-energy facility. This Agreement shall be binding on any and all successors to Contractor.

9.5 **Records.** Except as otherwise provided herein, the County and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

9.6 **Audit and Inspection Rights and Retention of Records.** County shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Section 2.4.

Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of five (5) years after termination of this Agreement, unless Contractor is notified in writing by County of the need to extend the retention period. Any Participating Community may participate in any audit performed by the County pursuant to this Section 9.6. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Notwithstanding anything herein to the contrary, for a twenty (20) year period following any termination or expiration of this Agreement, the Contractor shall retain records reasonably documenting environmental compliance at the Disposal Facilities, and documentation concerning any disposal of Broward Waste at an Alternate Disposal Facility; provided however that Contractor shall be relieved of any retention obligation if, prior to any disposal of the relevant records, Contractor has offered the County and the Participating Communities the opportunity to receive copies thereof.

9.7 **Access Rights.** Authorized representatives of County, which may also include any Participating Community, shall have access and the ability to inspect any waste disposal facilities operated by Contractor which are utilized to provide any services pursuant to this Agreement during normal business hours, upon County

giving reasonable advance notice to Contractor, provided that each representative shall comply with all reasonable safety rules and regulations adopted by Contractor and shall not interfere with Contractor's options.

- 9.8 **Permits and Licenses.** Contractor shall be responsible for the maintenance of all permits and licenses associated with the operations of the Disposal Facilities. Contractor shall at its sole cost and expense conduct such tests at the Disposal Facilities from time to time as shall be required by such permits and licenses, and shall send copies of the test results to County, when the test results are submitted to the state or federal regulatory agencies. Contractor also shall make such test results available for review and copying by County during normal business hours. Contractor shall not be deemed to have breached its obligations under the two preceding sentences in respect of any period during which it may in good faith be contesting the necessity of obtaining any such permit or license, or the validity or application of any requirement of or condition contained in any such permit or license, provided that during such period Contractor shall not otherwise be relieved from performing its obligations under this Agreement. Contractor also shall promptly furnish to County copies of any governmental or regulatory complaint, notice of violation or regulatory action upon receipt by Contractor regarding any permit, license or relating in any manner to Contractor's operations or Disposal Facilities pursuant to this Agreement.
- 9.9 **Governing Law and Venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 9.10 **Severability.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 9.11 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.

- 9.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

Wheelabrator North Broward, Inc.
2600 Wiles Road
Pompano Beach, Fl. 33073
Attention: Plant Manager

Wheelabrator South Broward, Inc.
4400 South State Road 7
Ft. Lauderdale, Fl. 33314
Attention: Plant Manager

With a copy to:
Wheelabrator Technologies, Inc.
4 Liberty Lane West
Hampton, NH 03842
Attn: General Counsel

FOR THE COUNTY:

Broward County Governmental Center
Room 409
115 South Andrews Avenue
Fort Lauderdale, Fl. 33301

With a copy to:
Solid Waste and Recycling Division
1 N. University Drive
Suite 400
Plantation, Fl. 33324

- 9.13 Third Party Beneficiaries. Except as provided herein, neither the County nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement, and the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The Contractor and the County acknowledge and agree that each Participating Community is intended to be a third party beneficiary to this Agreement, and, except where otherwise provided in the ILA, shall be entitled to assert any rights available to the County hereunder.

The County acknowledges and agrees that the ILA shall include (i) an obligation on each Participating Community to comply with the applicable provisions of this Agreement and (ii) a provision making Contractor an express third party beneficiary of the ILA entitled to assert any rights available to the County related to a Participating Communities' performance of the obligations specified in this Agreement or the ILA.

- 9.14 **Priority of Provision.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect.
- 9.15 **Compliance with Laws.** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.16 **Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10 REPRESENTATIONS

- 10.1 County is duly organized and valid existing under the constitution and laws of the State of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder; and County is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.2 Contractor is duly organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations hereunder; and Contractor is further duly authorized to execute and deliver this Agreement without further approval or authorizations.
- 10.3 Except as otherwise disclosed in writing to County prior to the execution of this Agreement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board, regulatory agency or body pending or, to the best of its knowledge, threatened against or affecting the Contractor, WSB or WNB (pending or threatened litigation) with regard to any issue relating to environmental compliance or the operation, permit or licenses of Contractor at any of the facilities utilized to provide services pursuant to this Agreement. Contractor further agrees to a continuing disclosure requirement for the term of this Agreement to notify County with thirty (30) days of any subsequent litigation with regard to any issue relating to environmental compliance at the Disposal Facilities or the

operations, permits or licenses of any facilities utilized to provide services pursuant to this Agreement.

ARTICLE 11 CRIMINAL BACKGROUND DISCLOSURE

- 11.1 Prior to the execution of this Agreement Contractor shall provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Contractor, WSB, WNB, or any officer, director, executive partner or a shareholder thereof (excluding shareholders of publicly traded corporations) is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that the Contractor has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals
- 11.2 Prior to the execution of this Agreement, Contractor shall disclose, in writing, to County whether in the last five (5) years the Contractor, WNB, WSB or any officer, director, executive, partner, or a shareholder (excluding shareholders of publicly traded corporations), who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Contractor was charged, indicted, found guilty or convicted or illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct of activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc., or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

ARTICLE 12 PIGGYBACK

- 12.1 Municipalities may elect to Piggyback on in this Agreement upon the written consent of the Contractor. For the purposes of this Agreement "Piggyback" shall mean a procedure whereby municipalities may utilize this County procurement and Agreement as the basis for entering into a solid waste services agreement on substantially the identical terms with Contractor subject to the applicable rules of the municipality. Municipalities which elect to Piggyback shall not be deemed third party beneficiaries to this Agreement or have any rights hereunder. Those municipalities shall have first party rights under such independent Piggyback contracts.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26th date of June, 2012, and CONTRACTOR, signing by and through its Vice President, duly authorized to execute same.

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

fa PL

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

By: [Signature]

Mayor

26th day of June, 2012

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]

6/20/12
(Date)

Risk Management Division
Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By [Signature]

6/21/12
Purvi A. Bhogaita (Date)
Assistant County Attorney

By [Signature]

6/26/12
Noel M. Pfeffer (Date)
Deputy County Attorney

AGREEMENT between WHEELABRATOR ENVIRONMENTAL SYSTEMS INC. AND
BROWARD COUNTY FOR SOLID WASTE DISPOSAL SERVICES

CONTRACTOR:

WHEELABRATOR ENVIRONMENTAL
SYSTEMS INC.

ATTEST:

Secretary

(SEAL)

By: David Beavens
Printed Name: David Beavens
Title: Vice President

20
th day of June, 2012.

OR

WITNESSES:

William B. Roberts
Witness 1 Signature

William Roberts
Witness 1 Print/Type Name

Emily Kahn
Witness 2 Signature

Emily Kahn
Witness 2 Print/Type Name

NMP:PAB:slw
5/31/12
WheelabratorFinal5-30-12

EXHIBIT "A"
DISPOSAL SERVICES FEE

	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
<i>Term</i>	5 years	5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)	5 years + 1 five-year extension (County option) + 2 five-year extensions (mutual)
<i>Revenue Share -- Energy</i>	25% above \$88 per megawatt hour with \$0.75/ton floor	25% above \$25 per megawatt hour	N/A
<i>Revenue Share -- Ferrous Metals</i>	25% above \$50 per ton for ferrous metals pricing, with \$0.50 per ton floor	N/A	N/A
<i>Base Price</i>	\$46.25 per ton	\$43.00 per ton	\$42.00 per ton

Pricing for optional yard waste, bulk trash, and construction and demolition debris services are the same as above.

Exhibit "B"

GUARANTY

THIS GUARANTY (this "Guaranty") made as of the ____ day of _____, 2012, by Waste Management, Inc., a Delaware corporation (the "Guarantor"), to and for the benefit of Broward County, Florida, a political subdivision and body politic of the State of Florida (the "County").

WITNESSETH:

WHEREAS, Wheelabrator Technologies Inc., a Delaware corporation and a wholly-owned subsidiary of the Guarantor (the "Company"), is entering into an Agreement for Solid Waste Disposal Services (the "Agreement") with the County dated of even date herewith (each capitalized term used herein and not defined shall have the meaning ascribed to such term in the Agreement);

WHEREAS, the Guarantor is willing to guarantee the performance of the Company under the Agreement pursuant to the terms of this Guaranty; and

WHEREAS, the execution of this Guaranty is a condition precedent to the execution by the Company and the County of the Agreement, and the County would not enter into the Agreement unless the Guarantor provided this Guaranty;

NOW, THEREFORE, as an inducement to the County to enter into the Agreement, the Guarantor agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally guarantees the full, prompt and timely performance and discharge of all of the duties, obligations, covenants and agreements of the Company pursuant to and in accordance with the terms and provisions of the Agreement, including but not limited to, the full, prompt and timely payment when due of all sums and amounts payable by the Company, including without limitation, the payment of any and all fines, damages, indemnification obligations and costs and expenses, including without limitation, reasonable fees and expenses of attorneys (collectively, the "Obligations").

2. All obligations of the Guarantor under this Guaranty shall be irrevocable, absolute, unconditional and continuing, and shall remain in full force and effect until all of the Obligations now existing or hereafter incurred shall have been performed, discharged and paid in full in accordance with the terms of the Agreement. The obligations of the Guarantor under this Guaranty shall not be released, discharged, affected, modified or impaired by reason of the happenings from time to time of any event or circumstance, including, without limitation, any one or more of the following:

(i) the compromise, settlement, release, discharge or termination of any or all of the Obligations, by operation of law or otherwise, except by payment and performance in full of the Obligations pursuant to the terms of the Agreement;

(ii) the failure of the County to give notice to the Company or the Guarantor of the occurrence of any Event of Default under the Agreement;

(iii) the waiver of the payment, performance or observance by the County of any of the Obligations;

(iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;

(v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Company;

(vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Company, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;

(vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any Events of Default under the Agreement;

(viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or

(ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

3. This Guaranty shall be construed in accordance with and governed by the internal laws of the State of Florida, without giving effect to any choice or conflict of law provisions or rules (whether of the State of Florida or any other jurisdiction).

4. Subject to the provisions of Section 7 hereof, this Guaranty shall be binding upon and enforceable against the Guarantor, its successors, or permitted assigns and legal representatives (including any successor by merger or consolidation or any transferee of all or substantially all of the properties or capital stock of the Guarantor), whether or not the Guarantor's obligations hereunder are expressly assumed by such successor, assignee or transferee; and is for the benefit of the County and any of its successors and assigns under the Agreement.

5. Each and every Event of Default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the County as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of

acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might otherwise be entitled. Should the Company default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the County without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the County on any number of occasions.

6. No failure, omission or delay by the County in exercising any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other right, power or privilege of the County. No waiver, amendment, release or modification of this Guaranty shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the party against whom any such waiver, amendment, release or modification is sought to be enforced.

7. The Guarantor shall not assign its obligations hereunder without first obtaining the express prior written consent of the County, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, the Guarantor may assign its obligations hereunder in connection with the sale or transfer of all or substantially all of its assets. Any attempted assignment in violation of this Guaranty shall be null and void.

8. The obligations of the Guarantor to the County set forth in this Guaranty are direct, absolute and unconditional without regard to the liability of any other Person; and shall not be subject to any requirement that the County first enforce any remedies it may have against the Company or any other Person, or any requirement to seek to recover from the Company hereunder before proceeding against the Guarantor hereunder, and shall not be subject to any claim of the Guarantor against any other Person including the County. No setoff, counterclaim, reduction, or diminution of any obligation, or any other defense of any kind or nature (excepting payment or performance in fact and any other defenses the Company has under the Agreement) which the Company or the Guarantor has or may have against the County shall limit or in any way affect the Guarantor's obligations under this Guaranty.

9. Each of the Guarantor and the County irrevocably (i) consents that any action or proceeding against it under, arising out of or in any manner relating to this Guaranty shall be brought in the courts in and for Broward County, Florida, and consents to the exclusive jurisdiction of such courts; (ii) assents and submits to the personal jurisdiction of any such court in any such action or proceeding; (iii) consents to the service of summons, notice, or other process relating to any such action or proceeding by delivery thereof by hand or by mail in the manner provided for in Section 13 of this Guaranty and consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Florida, in accordance with applicable laws; (iv) waives any objection, claim or defense which it may have at any time to the laying of venue of any such action or proceeding in any such court; (v) waives any claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum; and (vi) waives the right to object, with respect to any such action or proceeding brought in any such court, that such court does not have jurisdiction over such party.

10. Upon payment by the Guarantor of any sum to the County hereunder, all rights of the Guarantor against the Company arising as a result thereof by way of right of subrogation or otherwise shall in all respects be subordinate, junior in right of payment to, and not exercisable until, the prior indefeasible payment and performance in full of all Obligations.

11. This Guaranty may be executed in multiple counterparts, including by way of facsimile or other electronic transmission (i.e., .pdf), each of which shall be deemed an original, but all of which taken together shall constitute one instrument. If any provision of this Guaranty is determined to be unenforceable, the County and the Guarantor hereby agree that such provision may be reformed so that it is enforceable to the maximum extent permitted by applicable laws. In the event that any provision of this Guaranty cannot be reformed, such provision shall be deemed to be severed from this Guaranty, but every other provision of this Guaranty shall remain in full force and effect. This Guaranty is entered into by the Guarantor solely and exclusively for the benefit of the County and may be enforced against the Guarantor by the County and any of its successors and assigns. This Guaranty contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, representations and understandings of the parties with respect to the subject matter herein.

12. The Guarantor hereby expressly waives notice from the County of its acceptance of and reliance upon this Guaranty, and of any future creation, renewal or accrual of any of the Obligations.

13. All notices hereunder shall be in writing and shall be sufficiently given for all purposes hereunder if properly addressed and delivered personally by documented overnight delivery service, by certified or registered mail, return receipt requested, or by facsimile or other electronic transmission service at the address or facsimile number, as the case may be, set forth below. Any notice given personally or by documented overnight delivery service is effective upon receipt. Any notice given by registered mail is effective upon receipt, to the extent such receipt is confirmed by return receipt. Any notice given by facsimile transmission or other electronic transmission service is effective upon receipt, to the extent that receipt is confirmed, either verbally or in writing by the recipient. Any notice which is refused, unclaimed or undeliverable because of an act or omission of the party to be notified, if such notice was correctly addressed to the party to be notified, shall be deemed communicated as of the first date that said notice was refused, unclaimed or deemed undeliverable by the postal authorities, or overnight delivery service.

If to the County:

Broward Solid Waste Disposal District
Attention: Executive Director
c/o Broward County Waste and Recycling Services
One North University Drive, Suite 400
Plantation, Florida 33324

With a copy to:

Broward Solid Waste Disposal District
Attention: District Counsel
580 Pebble Creek Way
Plantation, Florida 33324

If to the Guarantor:

Waste Management Inc.
1001 Fannin Street, Suite 4000
Houston, TX 77002
Attn: Treasurer

With a copy (which shall not constitute notice) to:

Waste Management Inc.
1001 Fannin Street, Suite 4000
Houston, TX 77002
Attn: General Counsel

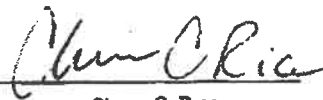
Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guaranty.

14. Any termination of this Guaranty shall be applicable only to transactions having their inception after the effective date of such termination and shall not affect rights and obligations arising out of transactions having their inception prior to such date.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Guarantor has executed this instrument the day and year first above written.

WASTE MANAGEMENT, INC.

By: 
Name: Cherie C Rice
Title: Vice President, Finance & Treasurer

By: 
Name: Devina Rankin
Title: Assistant Treasurer

Witnesses:

[SEAL]

BROWARD COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT "C" PARTICIPATING COMMUNITIES

EXHIBIT "D"
FORM INVOICE

8600000-1000000-0601000



Wheelabrator South Broward Inc.
Attn: Accounts Receivable Department
4 Liberty Lane West
Hampton NH 03842

Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: 05/22/2012
Invoice Number: 0003466-0911-8
Due Date: Due Upon Receipt
WM ezPay Account ID: [REDACTED]

Date	Ticket	Description	Quantity	U/M	Rate	Amount
05/14/12	165473	Vehicle#:sw1999 Spot msw Ticket Total	13.73	TON		
05/14/12	165581	Vehicle#:sw1750 Spot msw Ticket Total	10.16	TON		
05/14/12	165631	Vehicle#:ja1823 Spot msw Ticket Total	11.61	TON		
05/14/12	165659	Vehicle#:sw1969 Spot msw Ticket Total	11.53	TON		
05/14/12	165834	Vehicle#:sw1968 Spot msw Ticket Total	6.89	TON		
05/15/12	165874	Vehicle#:sw1969 Spot msw Ticket Total	6.20	TON		
05/15/12	165882	Vehicle#:ja1763 Spot msw Ticket Total	5.35	TON		
05/15/12	165976	Vehicle#:sw1968 Spot msw Ticket Total	6.56	TON		
05/15/12	165988	Vehicle#:sw2967 Spot msw Ticket Total	14.01	TON		
05/15/12	165993	Vehicle#:ja1823 Spot msw Ticket Total	13.90	TON		
05/16/12	166189	Vehicle#:sw1999 Spot msw Ticket Total	14.80	TON		
05/15/12	166193	Vehicle#:sw1999 Spot msw Ticket Total	4.73	TON		
05/16/12	166294	Vehicle#:ja1822 Spot msw Ticket Total	9.15	TON		
05/16/12	166311	Vehicle#:sw1969 Spot msw Ticket Total	9.11	TON		



Wheelabrator South Broward Inc.
Attn: Accounts Receivable Department
4 Liberty Lane West
Hampton NH 03842

Page 5 of 5

Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: 05/22/2012
Invoice Number: 0003466-0911-8
Due Date: Due Upon Receipt
WM ezPay Account ID: [REDACTED]

Date	Ticket	Description	Quantity	U/M	Rate	Amount
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167037	Vehicle#:sw2967				
		Spot msw	11.95	TON		
		Ticket Total				
05/18/12	167091	Vehicle#:sw1350				
		Spot msw	15.16	TON		
		Ticket Total				
05/19/12	167163	Vehicle#:sw1750				
		Spot msw	10.85	TON		
		Ticket Total				
05/19/12	167180	Vehicle#:sw1969				
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167189	Vehicle#:ja1763				
		Spot msw	6.84	TON		
		Ticket Total				
04/21/12	167576	Vehicle#:sw3232				
		Spot msw	6.38	TON		
		Ticket Total				
05/22/12		Late fee 1.5% N20				
Total Current Charges						[REDACTED]

05/16/2012 Payment - thank you
Total Payments Received [REDACTED]

EXHIBIT 5 - LIST OF CITY PROPERTIES TO RECEIVE COLLECTION SERVICES

SERVICE NAME	STREET NUMBER	STREET NAME	QNTY	DESCRIPTION
CITY OF MARGATE WATER PLANT	980	NW 66TH AVE	1	2 YD FEL 2X WK
CITY OF MARGATE WATER PLANT	980	NW 66TH AVE	1	8 YD FEL 2X WK
CITY OF MARGATE	600	N ROCK ISLAND RD	1	2 YD FEL 2X WK
CITY OF MARGATE	6630	NW 9TH ST	1	6 YD FEL 3X WK
CITY OF MARGATE	6111	NW 10TH ST	1	4 YD FEL 5X WK
CITY OF MARGATE	5790	MARGATE BLVD	1	4 YD FEL 2X WK
CITY OF MARGATE SPORTS COMPLEX	1755	BANKS RD	1	6 YD FEL 2X WK
CITY OF MARGATE FIRE DEPT	5395	NW 24TH ST	1	3 YD FEL 2X WK
MUOI TIET (Y)	6100	NW 6TH ST	6	96 GAL REL RCY TOTER 1 X WK
CITY OF MARGATE	901	NW 66TH AVE	1	2 YD FEL 2X WK
COMMUNITY CENTER DAVID PARK(Y)	6111	NW 10TH ST	4	96 GAL REL RCY TOTER 1 X WK
VINSON PARK(Y)	955	NW 66TH AVE	2	96 GAL REL RCY TOTER 1 X WK
CALYPSO COVE (Y)	6200	NW 63RD AVE	2	96 GAL REL RCY TOTER 1 X WK
DEES (Y)	6630	NW 9TH ST	2	96 GAL REL RCY TOTER 1 X WK
CITY OF MARGATE PUBLIC WRK (Y)	5301	W ATLANTIC BLVD	14	96 GAL REL RCY TOTER 1 X WK
DEES II (Y)	901	NW 66TH AVE	2	96 GAL REL RCY TOTER 1 X WK
MARGATE SPORTS COMPLEX (Y)	1695	BANKS RD	2	96 GAL REL RCY TOTER 1 X WK
DEES I (Y)	980	NW 66TH AVE	2	96 GAL REL RCY TOTER 1 X WK
FIREFIGHTERS PARK (Y)	2500	ROCK ISLAND RD	2	96 GAL REL RCY TOTER 1 X WK
ORIOLE PARK (Y)	7055	NW 1ST ST	2	96 GAL REL RCY TOTER 1 X WK
SOUTHEAST PARK (Y)	655	SW 50TH AVE	2	96 GAL REL RCY TOTER 1 X WK
CITY OF MARGATE FIRE DEPT (Y)	600	N ROCK ISLAND RD	4	96 GAL REL RCY TOTER 1 X WK
FIRE DEPARTMENT 98 (Y)	5395	NW 24TH ST	2	96 GAL REL RCY TOTER 1 X WK
FIRE DEPARTMENT 18 (Y)	5785	PARK DR	3	96 GAL REL RCY TOTER 1 X WK
CITY OF MARGATE CALYPSO COVE POOL	6200	ROYAL PALM BLVD	1	4 YD FEL 2X WK
CITY OF MARGATE CITY HALL (Y)	5790	MARGATE BLVD	2	96 GAL REL RCY TOTER 1 X WK
CITY OF MARGATE	102	N ROCK ISLAND RD	1	4 YD FEL 2X WK
FIREFIGHTERS PARK	2500	ROCK ISLAND RD	1	8 YD FEL 1X WK
CITY OF MARGATE	102	N ROCK ISLAND RD	2	20 YD ROLLOFF 3XWK
CITY OF MARGATE	102	N ROCK ISLAND RD	1	20 YD ROLLOFF 1XWK
CITY OF MARGATE WASTEWATER	980	NW 66TH AVE	4	20 YD ROLLOFF ON CALL
CITY OF MARGATE	7055	NW 1ST ST	1	20 YD ROLLOFF 1XWK
CITY OF MARGATE	7055	NW 1ST ST	1	20 YD ROLLOFF ON CALL

EXHIBIT 6 - SPECIFICATIONS FOR CARTS

SPECIFICATIONS:

All recycling carts shall be blue in color. The CITY's Project Manager or designee shall approve the color before manufacturing. The samples provided by the Contractor as a response to Section 16 should be bright blue in color. If the Contractor manufactures carts in different shades of blue each sample shall reflect the different colors.

All carts shall have a brand or logo stamp on two sides. A sample of the CITY's current stamp is provided in Attachment 3. The Contractor shall mold in a stamp on the container or lid to read "Property of RRS CITY". The CITY's Project Manager or designee shall approve both stamp designs and layouts prior to manufacturing of the carts.

Carts delivered from the factory will be assembled as much as possible for transport. Cart lids shall be mounted to the frame of the carts. Wheels and axles if not mounted to the cart will have an easy mounting system. No end caps on axles will be acceptable, unless the wheels and axles are assembled at the factory prior to delivery. Wheels not assembled to the axles must be of a snap-on type. Wheels and axles not mounted at the factory must be nested into each cart for quick assembly along with any other necessary parts.

All carts shall be made from at least 10% post-consumer recycled plastic. In addition, the carts must be 100% recyclable. The plastic resin must be first quality high-density polyethylene supplied by a national petro-chemical producer.

The carts shall be stabilized against ultraviolet rays with color pigment and ultraviolet inhibitor compounded at a minimum of 3% by weight.

The recycling carts shall be wind resistant up to an average of at least 35 miles an hour without tipping over or moving in any fashion. The Contractor shall furnish American National Standards Institute (ANSI) wind tunnel testing information for the recycling carts.

BASE REQUIREMENTS FOR A 95-GALLON CART:

The cart must hold a capacity of 95 (plus or minus 2%) US liquid gallons of fluids with a load rating in excess of 330 lbs.

Minimum resin weight of an unassembled cart shall be 34 lbs or greater. The body of the cart shall be one piece.

The interior shall be smooth and free from crevices, recesses, projections, and other obstructions where recyclables could become trapped. Exterior shall be smooth with no protruding parts or pieces.

Overall maximum height shall be 48 inches, maximum width shall be 30 inches, and maximum depth shall be 35 inches.

The cart shall be designed with a foot operated tilt feature designed into the axle area to facilitate user easy in tipping. Using the axle as a fulcrum is unacceptable.

The wheels shall be blow-molded and if unassembled from the factory shall be snap-on type for ease of assembly.

Wheels shall be at least 10 inches in diameter and all assembled pieces like spacers shall be included with any other locking features.

The axle shall be one solid rod with at least 3/4 inch thickness and have yield strength of 50,000 pounds per square inch. The axle shall be supported by at least four areas across the entire length of the axle allowing the axle assembly to absorb and distribute the impact of the cart hitting the ground or pavement. The axle must be rust resistant, tempered, and rolled solid steel.

The bottom of the cart shall be designed with a double drag rail system to prevent wear and tear. In addition, the bottom base shall be reinforced.

The cart shall be designed to have the capability of being emptied in a fully automatic and semi-automatic fashion. The cart shall be equipped with integrally molded pick-up points. The cart shall be designed with a molded upper and lower envelope and lower catch bar attachment points. If a metal bar is used for the catch point it must be assembled to the cart before delivery from the factory.

The lid shall be manufactured in the same manner and made from the same material as the cart body. It shall be configured that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or become otherwise unserviceable. The lid shall be assembled to the cart prior to delivery from the factory.

The lid shall be stable and the cart shall remain balanced when the lid is in an upright position. The cart shall not tip over or otherwise move when the lid is opened.

The lid shall be water tight and promote vector control. The lid should be sloped to direct water off and away from the cart. The lid shall be watertight as possible to prevent falling or windblown rain from entering the cart

The lid must have an external handle or a design that allows users to open the lid without touching the interior of the cart.

The lid handle must be a minimum of 20 inches across the top of the lid if on a solid hinge.

The lid handle must be an integrally molded part of the cart body. Bolt on lid handle mounts are not acceptable. Metal hinges are not acceptable. Handle must have comfortable gripping areas for pushing or pulling the cart. The handle must not have any possible pinch points.

The cart shall have a visible serial number stamped on the front of the cart in an area

where wear will not occur.

The stamped serial numbers shall be white in color.

The serial number shall follow a nine digit format with the first 2 digits representing the year manufactured (i.e. 09 for this year) the next number being a 9 to represent a 95-gallon cart and the next numbers to be sequential. Each cart shall have a unique number. Another serial number format may be used with approval from the CITY's Project Manager or designee.

BASE REQUIREMENTS FOR THE 65-GALLON CART:

The cart must hold a capacity of 65 (plus or minus 2%) US liquid gallons of fluids with a load rating in excess of 200 lbs.

Minimum resin weight of an unassembled cart shall be 27 lbs. or greater. The body of the cart shall be one piece.

The interior shall be smooth and free from crevices, recesses, projections, and other obstructions where recyclables could become trapped. Exterior shall be smooth with no protruding parts or pieces.

Overall maximum height shall be 41 inches, maximum width shall be 27 inches, and maximum depth shall be 29.5 inches.

The cart shall be designed with a foot operated tilt feature designed into the axle area to facilitate user easy in tipping. Using the axle as a fulcrum is unacceptable.

The wheels shall be blow-molded and if unassembled from the factory shall be snap-on type for ease of assembly.

Wheels shall be at least 10 inches in diameter and all assembled pieces like spacers shall be included with any other locking features.

The axle shall be one solid rod with at least 3/4 inch thickness and have yield strength of 50,000 pounds per square inch. The axle shall be supported by at least four areas across the entire length of the axle allowing the axle assembly to absorb and distribute the impact of the cart hitting the ground or pavement. The axle must be rust resistant, tempered, and rolled solid steel.

The bottom of the cart shall be designed with a double drag rail system to prevent wear and tear. In addition, the bottom base shall be reinforced.

The cart shall be designed to have the capability of being emptied in a fully automatic and semi-automatic fashion. The cart shall be equipped with integrally molded pick-up points. The cart shall be designed with a molded upper and lower envelope and lower catch bar attachment points. If a metal bar is used for the catch

point it must be assembled to the cart before delivery from the factory.

The lid shall be manufactured in the same manner and made from the same material as the cart body. It shall be configured that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or become otherwise unserviceable. The lid shall be assembled to the cart prior to delivery from the factory.

The lid shall be stable and self-balancing when in an upright position. The cart shall not tip over or otherwise move when the lid is opened.

The lid shall be watertight and promote vector control. The lid should be sloped to direct water off and away from the cart. The lid shall be watertight as possible to prevent falling or windblown rain from entering the cart

The lid must have an external handle or a design that allows users to open the lid without touching the interior of the cart.

The lid handle must be a minimum of 20 inches across the top of the lid.

The lid handle must be an integrally molded part of the cart body. Bolt on lid handle mounts are not acceptable. Metal hinges are not acceptable. Handle must have comfortable gripping areas for pushing or pulling the cart. The handle must not have any possible pinch points.

The cart shall have a visible serial number stamped on the front of the cart in an area where wear will not occur.

The stamped serial numbers shall be white in color.

The serial number shall follow a nine digit format with the first 2 digits representing the year manufactured (i.e. 09 for this year) the next number being a 6 to represent a 65-gallon cart and the next numbers to be sequential. Each cart shall have a unique number. Another serial number format may be used with approval from the CITY's Project Manager or designee.

BASE REQUIREMENTS FOR THE 35-GALLON CART:

The cart must hold a capacity of 35 (plus or minus 2%) US liquid gallons of fluids with a load rating in excess of 120 lbs.

Minimum resin weight of an unassembled cart shall be 17 lbs. or greater. The body of the cart shall be one piece.

The interior shall be smooth and free from crevices, recesses, projections, and other obstructions where recycling could become trapped. Exterior shall be smooth with no protruding parts or pieces.

Overall maximum height shall be 40 inches, maximum width shall be 21 inches, and maximum depth shall be 23 inches.

The cart shall be designed with a foot operated tilt feature designed into the axle area to facilitate user easy in tipping. Using the axle as a fulcrum is unacceptable.

The wheels shall be blow-molded and if unassembled from the factory shall be snap-on type for ease of assembly.

Wheels shall be at least 8 inches in diameter and all assembled pieces like spacers shall be included with any other locking features.

The axle shall be one solid rod with at least 3/4 inch thickness and have yield strength of 50,000 pounds per square inch. The axle shall be supported by at least four areas across the entire length of the axle allowing the axle assembly to absorb and distribute the impact of the cart hitting the ground or pavement. The axle must be rust resistant, tempered, and rolled solid steel.

The bottom of the cart shall be designed with a double drag rail system to prevent wear and tear. In addition, the bottom base shall be reinforced.

The cart shall be designed to have the capability of being emptied in a fully automatic and semi-automatic fashion. The cart shall be equipped with integrally molded pick-up points. The cart shall be designed with a molded upper and lower envelope and lower catch bar attachment points. If a metal bar is used for the catch point it must be assembled to the cart before delivery from the factory.

The lid shall be manufactured in the same manner and made from the same material as the cart body. It shall be configured that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or become otherwise unserviceable. The lid shall be assembled to the cart prior to delivery from the factory.

The lid shall be stable and self-balancing when in an upright position. The cart shall not tip over or otherwise move when the lid is opened.

The lid shall be water tight and promote vector control. The lid should be sloped to direct water off and away from the cart. The lid shall be watertight as possible to prevent falling or windblown rain from entering the cart

The lid must have an external handle or a design that allows users to open the lid without touching the interior of the cart.

The lid handle must be a minimum of 20 inches across the top of the lid.

The lid handle must be an integrally molded part of the cart body. Bolt on lid handle mounts are not acceptable. Metal hinges are not acceptable. Handle must have

comfortable gripping areas for pushing or pulling the cart. The handle must not have any possible pinch points.

The cart shall have a visible serial number stamped on the front of the cart in an area where wear will not occur.

The stamped serial numbers shall be white in color.

The serial number shall follow a nine digit format with the first two digits representing the year manufactured (i.e. 09 for this year) the next number being a three to represent a 35-gallon cart and the next numbers to be sequential. Each cart shall have a unique number. Another serial number format may be used with approval from the CITY's Project Manager or designee.

IN-MOLDED LABEL - IN-MOLDED LABEL PRICE OPTION FOR RECYCLING CARTS SHALL INCLUDE:

In-molded label shall be permanently molded into the carts lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

Attachment 4 details the current label for recycling carts. It shall be 4-color and contain similar images and language as seen in Attachment 4. All proofs for the label shall be approved by the Project Manager or designee prior to production. The sample provided by the Contractor shall demonstrate the ability of the Contractor to produce a similar label and also demonstrate the label area size of the cart's lid.

The size of the label for the 95-gallon and 65-gallon lid shall be at least 9-1/2 inches by 14-1/2 inches.

EXHIBIT 7 - PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Contractor and _____ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA** hereinafter called City in the sum of (\$ _____) _____ dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Bid Documents entitled:

RFP 2021-004 - Garbage and Recycling Collection Services

NOW, THEREFORE, if the said Contractor shall fully and faithfully perform all the requirements of said Bid Documents required to be performed on its part, at the times and in the manner specified herein, inclusive of the one year maintenance period if necessary, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Bid Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Bid Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

SIGNED and SEALED, this _____ day of _____, 20__.

(CONTRACTOR) _____
(SURETY)

BY: _____ BY: _____
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE BY MEANS OF ____ PHYSICAL PRESENCE OR ____ ONLINE NOTARIZATION ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 20__.

NOTARY PUBLIC: _____

EXHIBIT 8



Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste

Application

The Margate City Commission has established a non-exclusive franchise to provide collection service for owner-occupied multifamily communities and nonresidential non-municipal solid waste. This application is based on the information in Sec. 19-4, "Non-exclusive franchise agreement to provide collection service for owner-occupied multifamily communities and nonresidential non-municipal solid waste", Code of Ordinances of the City of Margate, Florida, Ordinance 2015-9.

Please submit one original and one copy of the completed application along with any required payment and cash bond as outlined in this application to the Department of Environmental and Engineering Services at 901 NW 66th Avenue, Suite A, Margate, FL 33063. Non-exclusive franchise expires September 30 of each year.

COMPANY INFORMATION			
Company Name:		Today's Date:	
Address:			
Email:	Phone:	Fax:	
Type of Organization: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
(Complete the section below for the selected type of organization)			

SOLE PROPRIETORSHIP
Owner/Operator's Name:

PARTNERSHIP			
Name of Registered Agent:		State of Organization:	
Address:		Phone:	Fax:
<u>Names of Partners</u>	<u>Address</u>	<u>Phone</u>	<u>Limits (if any)</u>



**Non-Exclusive Franchise Agreement to Provide Collection Service
for Owner-Occupied Multifamily Communities
and Nonresidential Non-Municipal Solid Waste**

Application (continued)

CORPORATION		
Name of Registered Agent:		State of Incorporation:
Registered Agent Address:	Phone:	Fax:
<u>Corporate Officers</u>		
President:	Treasurer:	
Vice President:	Secretary:	
<u>For Manager-Managed Limited Liability Corporation</u>		
Manager's Name:		
Address:	Phone:	Fax:
<u>For Publicly Held Corporation</u> (Twenty-five or more stockholders)		
Local Managing Officer's Name:		
Address:	Phone:	Fax:

PLEASE ATTACH THE FOLLOWING (IF APPLICABLE)	CHECK IF INCLUDED
Proof of current corporate standing.	<input type="checkbox"/>
List of all officers from State of Incorporation; If foreign corporation, information certifying that applicant is qualified to do business in the State of Florida.	<input type="checkbox"/>
If fictitious name, proof of registration.	<input type="checkbox"/>
Copy of Certificate(s) of Insurance to Satisfy the Requirements of Sec. 19-4 (d), Code of Ordinances of the City of Margate, Florida	<input type="checkbox"/>
Nonrefundable Fee: <input type="checkbox"/> \$150 initial <input type="checkbox"/> \$50 renewal	<input type="checkbox"/>
Cash Bond (greater of \$2,500 or estimated franchise fees for a three-month period)	<input type="checkbox"/>
Annual Audit of Franchise Fee Accounting (for renewals only)	<input type="checkbox"/>



**Non-Exclusive Franchise Agreement to Provide Collection Service
for Owner-Occupied Multifamily Communities
and Nonresidential Non-Municipal Solid Waste**

Application (continued)

By signing below, the Franchisee acknowledges and agrees to abide by the requirements of Chapter 19 of the Code of Ordinances of the City of Margate, as amended from time to time, which includes, but is not limited to:

- A. That all solid waste generated within the City shall be delivered to the City's designated facility for solid waste (Sec. 19-2 of the Code of Ordinances of the City of Margate).
- B. That the service shall only be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, with no collections on Sunday. The City Manager may modify times and days for collection in certain areas due to noise or other concerns. (Sec. 19-6 of the Code of Ordinances of the City of Margate)
- C. That if any information changes during the term of the franchise, the franchisee shall report those changes to the City within 30 calendar days of the change.
- D. That franchisee shall submit an application and pay the City the required nonrefundable renewal fee each year. The nonrefundable fee for an initial application shall be \$150.00 and for renewal applications shall be \$50.00.
- E. That franchises expire September 30 of each year and that all renewal applications shall be submitted between September 1 and September 30 of each year. Applications by haulers who have allowed their franchises to expire shall be considered initial applications.
- F. That franchisee shall keep posted with the City throughout the term of the franchise and any renewals, a cash bond of \$2,500 or the estimated amount of franchise fees for a three-month period, whichever is greater.
- G. That the franchisee shall submit a copy of the monthly franchise fee report (Form A), certified by an officer of the company and notarized, along with the applicable five percent (5%) franchise fee to the City's Department of Environmental and Engineering Services on or before the 10th of the following month. For example, Form A along with the applicable franchise fee payment for the month of January is due by February 10th.
- H. That the franchisee shall submit with each renewal application, an annual audit of the franchise fee accounting certified by an officer of the company and notarized.

I hereby state that I am authorized by the company to execute this Non-Exclusive Franchise Agreement, thereby legally binding the company to its requirements. I hereby state that I have read, understand, and will ensure that I and the company I represent will comply with the City Ordinance and this Non-Exclusive Franchise Agreement. I also state that I will ensure that I and the company I represent will comply with and obey all applicable federal, state, and local laws, regulations, and ordinances.

Dated this _____ of _____, _____		
Company:		
Local Mailing Address:		
Phone Number:	Fax:	Email:
Name:		Title:
Signature:		



**Non-Exclusive Franchise Agreement to Provide Collection Service
for Owner-Occupied Multifamily Communities
and Nonresidential Non-Municipal Solid Waste**

Application (continued)

FOR OFFICIAL USE ONLY	
Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal	Application Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No
Application Payment Received: <input type="checkbox"/> \$150 <input type="checkbox"/> \$50 <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____	
Bond Amount Posted: <input type="checkbox"/> \$2,500 <input type="checkbox"/> Other \$ _____	Bond Posted Sufficient: <input type="checkbox"/> Yes <input type="checkbox"/> No
Application Reviewed By: _____	
Application Recommended for Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No	



**Non-Exclusive Franchise Agreement to Provide Collection Service
for Owner-Occupied Multifamily Communities
and Nonresidential Non-Municipal Solid Waste**

Form A – Monthly Franchise Fee Report

Company Name:

Month:

Year:

<u>Account Name</u>	<u>Account Type</u>	<u>Gross Billing</u>	<u>Gross Receipts</u>	<u>Franchise Fee Due</u>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
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		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTALS		\$	\$	\$

Account Type: Select "O" for owner-occupied multifamily or "N" for nonresidential non-municipal solid waste.
Franchise Fee Due: Calculated as 5% of the Gross Receipts.



Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste

The City of Margate ("City") does hereby grant a non-exclusive franchise agreement for the collection of owner-occupied multifamily solid waste and nonresidential non-municipal solid waste to _____ ("Franchisee"). This agreement, including the definitions of terms used herein, shall be in conformity with Chapter 19 of the Code of Ordinances of the City of Margate.

The term of this agreement shall be for a maximum of one year, commencing on October 1 or the date the agreement is fully executed (whichever is later) and ending September 30. Each applicant for a non-exclusive franchise shall submit with its initial application a nonrefundable fee of one hundred and fifty dollars (\$150.00), which shall cover necessary costs provided. Each applicant for a renewal of a non-exclusive franchise shall submit with its renewal application a nonrefundable fee of fifty dollars (\$50.00), which shall cover necessary costs provided.

The specific cost of providing collection services for owner-occupied multifamily communities and nonresidential non-municipal solid waste shall be negotiated between the customer and the Franchisee. The negotiated cost and level of service (number and size of containers as well as the frequency of collection) shall be formalized in a written agreement. However, collection of waste containing garbage shall occur, at minimum, two times per week and waste containing only trash or nonresidential non-municipal solid waste shall occur, at minimum, one time per week. Collections of garbage using an enclosed compactor container may occur less frequently, but shall occur as necessary. The City may require an increase in frequency of collections and/or the size of containers when the service being provided becomes insufficient in the City's judgement to handle the quantity of waste generated or becomes a detriment to the health, safety, or welfare of the community. The Franchisee shall only conduct collection operations Monday through Saturday between the hours of 7:00 a.m. and 7:00 p.m. The City Manager may modify times and days for collection in certain areas due to noise or other concerns.

Franchisee shall make every effort to avoid causing waste materials from spilling or escaping from the Franchisee's vehicles during transport. In the event of spillage, the Franchisee shall immediately clean up such litter. The

Franchisee shall also maintain their vehicles in such a manner so as to prevent leaks and spills of fluids (hydraulic, oil, or otherwise) from the Franchisee's vehicles. Should a fluid leak originate from one of the Franchisee's vehicles, the Franchisee shall immediately respond and commence the proper cleanup of any such spills or leaks. The Franchisee shall also notify the City, and any other agency as required by applicable law, of all spills or leaks from its vehicles. Failure of the Franchisee to respond and cleanup any fluid spills or leaks that the City identifies as originating from its vehicles shall be grounds for cancellation of the franchise and forfeiture of the bond provided.

Franchisee hereby agrees to pay the City in return for streets, alleys, bridges, easements, and other public places thereof pursuant to this agreement, a sum of money equal to five per cent (5%) of the monthly gross receipts from all accounts served within the limits of the City. Aforesaid payments shall be on or before the tenth of each month and shall be accompanied by the Monthly Franchise Fee Report (Form A of the application for the Non-Exclusive Franchise Agreement to Provide Collection Service for Owner-Occupied Multifamily Communities and Nonresidential Non-Municipal Solid Waste).

The Franchisee shall provide the City the Monthly Franchise Fee Report as well as a yearly audit, certified by an officer of the company and notarized, and shall permit the City to inspect its records respecting the accounts receiving service under this non-exclusive franchise agreement at any reasonable time. Failure to provide the required monthly information, payments, and/or the yearly audit shall be grounds for cancellation of the franchise and forfeiture of the bond provided per the requirements below.

The Franchisee shall maintain liability insurance on all equipment operated in the City for bodily injury and property damage in amounts not less than two hundred fifty thousand/five hundred thousand dollars (\$250,000.00/\$500,000.00) bodily injury in any one accident, the latter figure for accidents involving more than one person; and property damage insurance in an amount of not less than twenty-five thousand dollars (\$25,000.00) for one accident. Further, the Franchisee shall provide worker's compensation insurance for its employees in the form and amount prescribed by law. The aforesaid liability insurance shall include a ten-day notice of cancellation in favor of the City. The Franchisee shall furnish to the City a copy of the aforesaid insurance policies annually with its application. The City shall be an additional named insured in such policies. Failure of the Franchisee to keep liability insurance policies as required in this paragraph in full force shall be grounds for cancellation of the franchise and forfeiture of the bond provided per the requirements below.

To guarantee performance by the Franchisee under the franchise, the Franchisee shall post with the City two thousand five hundred dollars (\$2,500) in cash or the estimated amount of franchise fees for a three-month period, whichever sum is greater. Such sum may be applied by the City to any default by the hauler in performance of the franchise. Upon the completion of the terms of the franchise and compliance with all terms and conditions hereof, a hauler shall be

entitled to the return of such bond.

The Franchisee shall, at all times, conduct its operations under this agreement in compliance with all applicable laws. The Franchisee shall obtain, at its own expense, all permits and licenses required by applicable law and maintain same in full force and effect at all times during the life of this agreement and any renewals. The Franchisee shall be solely responsible for all taxes and fees associated with services provided pursuant to this agreement.

INDEMNIFICATION: Franchisee agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities and costs to the extent caused by the direct negligence, recklessness or intentional wrongful misconduct of the Franchisee and persons employed or utilized by the Franchisee in the performance of this agreement.

VENUE: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

WAIVER OF JURY TRIAL: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

CITY OF MARGATE

Arlene R. Schwartz, Mayor

____ day of _____, 20

ATTEST:

Joseph J. Kavanagh, City Clerk

____ day of _____, 20

Cale Curtis, City Manager

____ day of _____, 20

APPROVED AS TO FORM:

Weiss, Serota, Helfman, Cole, &
Biederman, P.L., Interim City Attorney

____ day of _____, 20

FRANCHISEE

Signature

First Last, Title

Company

____ day of _____, 20

Witnessed:

Signature

Name

____ day of _____, 20



Commercial Recovered Materials Hauler Registration Program

APPLICATION

The Margate City Commission has established a Commercial Recovered Materials Hauler Registration Program. This application is based on the information required by Sec. 19-12, "Private collection services for recovered materials at commercial establishments", Code of Ordinances of the City of Margate, Florida, Ordinance 2015-9.

Please submit one original and one copy of the completed application along with the annual non-refundable registration fee of \$200.00 or the \$100.00 transfer fee to the Department of Environmental and Engineering Services at 901 NW 66 Avenue, Suite A, Margate, FL 33063. Annual registration expires September 30 each year.

COMPANY INFORMATION			
Company Name:		Today's Date:	
Address:			
Email:	Phone:	Fax:	
Type of Organization: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Complete the section below for the selected type of organization)			

SOLE PROPRIETORSHIP
Owner/Operator's Name:

PARTNERSHIP			
Name of Registered Agent:		State of Organization:	
Address:		Phone:	Fax:
<u>Names of Partners</u>	<u>Address</u>	<u>Phone</u>	<u>Limits (if any)</u>



Commercial Recovered Materials Hauler Registration Program

Application (continued)

CORPORATION		
Name of Registered Agent:		State of Incorporation:
Address:	Phone:	Fax:
<u>Corporate Officers</u>		
President:	Treasurer:	
Vice President:	Secretary:	
<u>For Manager-Managed Limited Liability Corporation</u>		
Manager's Name:		
Address:	Phone:	Fax:
<u>For Publicly Held Corporation (Twenty-five or more stockholders)</u>		
Local Managing Officer's Name:		
Address:	Phone:	Fax:

PLEASE ATTACH THE FOLLOWING DOCUMENTS (IF APPLICABLE)	CHECK IF INCLUDED
Proof of current corporate standing.	<input type="checkbox"/>
List of all officers from State of Incorporation; If foreign corporation, information certifying that applicant is qualified to do business in the State of Florida.	<input type="checkbox"/>
If fictitious name, proof of registration.	<input type="checkbox"/>
Copy of the recovered materials certification under Section 403.7046, F.S. (REQUIRED)	<input type="checkbox"/>
Form A – Vehicle List * ¹	<input type="checkbox"/>
Form B - Account and Container List * ¹	<input type="checkbox"/>



Commercial Recovered Materials Hauler Registration Program

Application (continued)

By signing below, the registrant acknowledges and agrees to abide by the requirements of Section 19-12 of the Code of Ordinances of the City of Margate, as amended from time to time, which includes, but is not limited to:

- A. That recovered materials will be processed at a recovered materials facility satisfying the requirements of Section 403.7046, Florida Statutes, as amended from time to time.
- B. That the mixing of recovered materials with garbage or trash contaminates the product and renders it as garbage or trash. In other words, garbage and trash shall not be mixed with recovered materials and shall be source separated. Containers of recovered materials which contain more than ten (10) percent solid waste, by weight or volume, shall not be deemed source separated.
- C. In no event shall the registrant perform commercial establishment solid waste collection services under the guise of collecting, transporting, processing, or disposing of recovered materials.
- D. That the service shall only be provided between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday, with no collections on Sunday. The City Manager may modify times and days for collection in certain areas due to noise or other concerns. (Sec. 19-6 of the Code of Ordinances of the City of Margate)
- E. That no deliveries of recovered materials shall be made to a facility which is permitted as a Solid Waste Management facility and not permitted for processing of recovered material unless the registrant has given prior notification to the City Manager and registrant has received authorization to utilize such a facility.
- F. That if any information changes during the term of the registration, the registrant shall report those changes to the City within 30 calendar days of the change.
- G. That a copy of the Florida Department of Environmental Protection (FDEP) recovered materials reporting form submitted to the FDEP will simultaneously be provided to the City, if applicable.
- H. That registrant shall pay the City the required annual registration renewal fee between September 1 and October 1 of each year.
- I. That a copy of the vehicle list (Form A) and account and container list (Form B) be submitted concurrent with the registration application and annual renewal. The submission of (Form A), and/or (Form B) will not be conditional to the approval of the application.
- J. That a copy of the monthly report (Form C) be submitted to the City's Department of Environmental and Engineering Services on or before the 15th of the following month. For example, Form C for the month of January is due by February 15th. *2

I hereby stated that I am authorized by the company to execute this document, thereby legally binding the company to its requirements. I hereby state that I have read, understand, and will ensure that I and the company I represent will comply with the City Ordinance, and I also state that I will ensure that I and the company I represent will comply with and obey all applicable federal, state, and local laws, regulations, and ordinances.

Dated this _____ of _____, _____		
Company:		
Local Mailing Address:		
Phone Number:	Fax:	Email:
Name:		Title:
Signature:		



Commercial Recovered Materials Hauler Registration Program

Application (continued)

FOR OFFICIAL USE ONLY	
Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Transfer	Application Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No
Payment Received: <input type="checkbox"/> Yes <input type="checkbox"/> No Check # _____ Cash <input type="checkbox"/>	
Application Reviewed By: _____	Application Recommended for Approval: <input type="checkbox"/> Yes <input type="checkbox"/> No

Application Approved: _____

Date: _____

Director of DEES or Designee

1

2

¹ The submission of Form A, and/or Form B will not be conditional to the approval of the application.

² Haulers that don't submit Form C monthly will need to submit an annual report in accordance with Section 403.7046, F.S.



Commercial Recovered Materials Hauler Registration Program

Form A – Vehicle List

Company Name:

Date:

<u>Vehicle Type</u>	<u>Identification #</u>	<u>Tag #</u>	<u>Company Truck #</u>



Commercial Recovered Materials Hauler Registration Program

Form C – Monthly Report

Company Name:

Month:

Tonnage

	<u>Estimated Tons</u>
Total Material Collected from Margate (A + B)	
Recovered Materials Recycled or Reused (A)	
Solid Waste Disposed (B)	

Containers Added

<u>Account Name</u>	<u>Address</u>	<u>Type</u>	<u>Size</u>	<u>Frequency</u>

Service Level Changed or Deleted

<u>Account Name</u>	<u>Previous Service Level</u>			<u>New Service Level</u>		
	<u>Type</u>	<u>Size</u>	<u>Frequency</u>	<u>Type</u>	<u>Size</u>	<u>Frequency</u>

Type: Type of Container (Cart, Dumpster, Compactor, etc.)

Size: Container Size in Yards (0.5 cubic yards = 95-gallon cart)

Frequency: Number of Collections Per Week

EXHIBIT 10
NON-INDIVIDUALLY METERED RESIDENTIAL CUSTOMERS

Customer list provided digitally.

EXHIBIT 11
MULTIFAMILY RECYCLING CUSTOMERS

Customer list provided digitally.