

## **RESOLUTION NO. 2022-067**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RANKING AND SELECTION OF WASTE MANAGEMENT INC. OF FLORIDA FOR THE TOWN'S FRANCHISE SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES PROVIDER; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO A FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA; AUTHORIZING THE APPROPRIATE TOWN STAFF TO MAKE ANY AND ALL NON-MATERIAL CHANGES NECESSARY AND PROPER TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the current solid waste, recyclables, and bulk waste collection and disposal services franchise agreement with Waste Pro of Florida, Inc. expires on September 30, 2022; and

**WHEREAS**, the Town Administrator approved a procurement, which sought prices for two options for delivery of services; and

**WHEREAS**, on March 31, 2022, in furtherance of the Town's Procurement Code, the Town published a Request for Proposals (RFP) procuring qualified firms to provide Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Services; and

**WHEREAS**, the Town opened proposals for the Solid Waste Franchise Agreement on May 13, 2022; and

**WHEREAS**, the Town received four (4) proposals from companies that offered the services that the Town specified in its RFP, and

**WHEREAS**, on May 20, 2022, the Town's Selection Committee ("SC"), at a publicly advertised meeting, reviewed the proposals, and ranked the firms utilizing the two option criteria contained in the RFP; and

**WHEREAS**, after carefully considering all of the proposals, the SC ranked Waste Management Inc. of Florida as the highest ranked vendor; and

**WHEREAS**, the Town Council desires to enter into an eight year franchise agreement with Waste Management Inc. of Florida, commencing on October 1, 2022, and terminating on September 30, 2030, with three, one year options to renew.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF  
THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Selection and Negotiating Committee's ranking and selection of Waste Management Inc., of Florida as the Town's franchise provider of solid waste, recyclables, and bulk waste collection and disposal services.

Section 3. The Town Council hereby authorizes its Mayor, Town Administrator, and Town Attorney to enter into an eight year Franchise Agreement with Waste Management Inc, of Florida, commencing on October 1, 2022, and terminating on September 30, 2030, with three, one year options to renew, as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 4. The appropriate Town staff is hereby authorized to make any non-material changes necessary and proper to effectuate the intent of this Resolution.

Section 5: This Resolution shall become effective immediately upon its adoption.

**[Signatures on Following Page]**

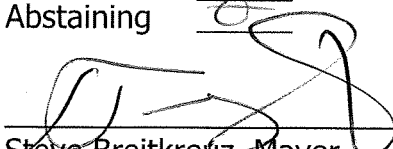
**PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this 28<sup>th</sup> day of July, 2022 on a motion by


V/m Jablonski and seconded by C/m Kuczenski.

|            |            |
|------------|------------|
| Breitkreuz | <u>(X)</u> |
| Jablonski  | <u>(X)</u> |
| Allbritton | <u>(X)</u> |
| Hartmann   | <u>(X)</u> |
| Kuczenski  | <u>(X)</u> |

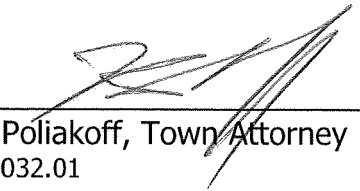
|            |          |
|------------|----------|
| Ayes       | <u>5</u> |
| Nays       | <u>0</u> |
| Absent     | <u>0</u> |
| Abstaining | <u>0</u> |

  
\_\_\_\_\_  
Steve Breitkreuz, Mayor

Attest:

  
\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Keith Poliakoff, Town Attorney  
1001.1032.01

**EXHIBIT A**

**Franchise Agreement  
Between  
Town of Southwest Ranches  
and  
Waste Management Inc. of Florida**

**SOLID WASTE, RECYCLABLES, AND BULK WASTE  
COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**



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# **SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT**

## **Town of Southwest Ranches, Florida**

This Agreement is made and entered into this 28<sup>th</sup> day of July 2022, between the Town of Southwest Ranches, a municipal corporation of the State of Florida, Broward County, Florida, hereinafter referred to as "Town," and Waste Management Inc. of Florida, authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the Town and Contractor hereby agree as hereinafter set forth:

### **SECTION 1. EFFECTIVE DATE, COMMENCEMENT DATE, AND TERM**

A. Effective and Commencement Dates. The Effective Date of this Agreement is the date this Agreement is executed and signed by both the Town and Contractor. The Commencement Date is the date that Collection services required pursuant to this Agreement commence on October 1, 2022.

B. Initial Term. The term of this Agreement shall be for an eight (8) year period beginning on the Commencement Date, October 1, 2022, and terminating September 30, 2030.

C. Renewal Option. At the option of the Town and with the concurrence of the Contractor, this Agreement may be renewed for three (3) additional one (1) year periods. The Town shall notify the Contractor of its intent to exercise this renewal option or allow the Agreement to terminate. Said notice shall be in writing and delivered at least one (1) year prior to the then applicable termination date.

### **SECTION 2. DEFINITIONS**

The capitalized words and phrases in this Agreement are defined in this Section 2. The definitions contained in this Section 2 shall be used when interpreting this Agreement. In the event that a definition herein conflicts with a similar definition in a federal, state, or local law, the definition herein shall prevail when construing this Agreement. If the definition of a term in this Agreement is inconsistent with the definition of the same term in Section 403.703, Florida Statutes, the definition in Section 403.703, Florida Statutes, shall prevail, but only to the extent necessary to resolve the conflict between the two (2) definitions.

A. Administrator means the Town's contract administrator under this Agreement. The Administrator shall be the Town employee that is designated by the Town Administrator or his/her designee to be the Town's official representative in routine discussions with the Contractor regarding this Agreement.

B. Advertising means any written communication for the purpose of promoting a product or service. The Contractor's name and telephone number, and other information provided in the manner specified in this Agreement, is not Advertising.

- C. Agreement means this Exclusive Franchise Agreement between the Town and the Contractor including all attachments and amendments thereto, between the Town and the Contractor, governing the provision of services as provided herein.
- D. Applicable Law means 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 is in effect or is 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 Town or Contractor under this Agreement.
- E. Automated Collection Service means the Collection of Solid Waste in a Solid Waste Cart and/or the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).
- F. Biohazardous or Biomedical Waste means any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms, including waste resulting from the operation of medical clinics, hospitals, and other facilities processing waste that may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.
- G. Bulk Trash means those wastes that may require special handling and management including, but not limited to, furniture, White Goods (refrigerator doors must be removed and have Freon-free sticker), concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable, couches, chairs, mattresses, tables, carpets and padding, glass items (glass items must be in a rigid taped container), wood pallets, chicken coops, PVC fences, wire fences, and wood fences (cut to 4 feet sections), other materials resulting from home improvements and any and all household goods that are customary to ordinary housekeeping operations of a Residential Service Unit. Bulk Trash must be generated by the customer at the Residential Service Unit at which the Bulk Trash is placed for Collection. Bulk Trash does not include Contractor-Generated Waste or Exempt Waste.
- H. Bulk Waste means the combination of Bulk Trash and Yard Trash. Bulk Waste must be generated by the customer at the Residential Service Unit at which it is placed for Collection. Bulk Waste does not include Contractor-Generated Waste or Exempt Waste.
- I. Business(es) means all retail, professional, wholesale, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses, including home-based businesses pursuant to Section 559.955, Florida Statutes and any church, synagogue, or other house of worship.
- J. Cart means Solid Waste Cart and/or Recycling Cart.
- K. Certificate of Occupancy means a document produced by the Town certifying that a newly constructed building has been constructed in compliance with Town specifications and is suitable for use.
- L. Change in Law means the adoption, promulgation, or modification of any Applicable Law after the Effective Date that directly and substantially affects the Contractor's or Town's ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.



- M. Collection means the process whereby Solid Waste, Program Recyclables, or Bulk Waste is removed and transported to the facilities designated in this Agreement.
- N. Collection Service means Residential Collection Services and Commercial Collection Services.
- O. Commencement Date means the date Collection services pursuant to this Agreement commence, or April 1, 2023.
- P. Commercial Collection Service means the Collection of Solid Waste from all Commercial Customers in the Service Area, with the method of service delivery being standard loose trash Dumpster service, Roll-off Container service, and Compactor services of all types, and the delivery of that Solid Waste to the Designated Disposal Facility. Commercial Collection Service does not include collection of Construction and Demolition Debris in Roll-off Containers.
- Q. Commercial Customers means the Businesses that receive Collection services pursuant to this Agreement.
- R. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- S. Consumer Price Index or "CPI" means Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency.
- T. Construction and Demolition Debris or C&D Debris means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing 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, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. C&D Debris generated by builders or building contractors is considered Contractor-Generated Waste. C&D Debris generated by a Residential Service Unit on the Residential Service Unit's Premises is not considered Contractor-Generated Waste.
- U. Container means any container intended for Collection.
- V. Contaminated Recyclable Material pursuant to Section 403.706 of Florida Statute, means Program Recyclables in a Recycling Cart that contains more than 30% (by volume or weight) non-recyclable, non-recoverable material. For the purposes of this definition only, the weight or volume of the material may be based on an estimate from a visual inspection of the material or photographs of the material.
- W. Contractor means that person or entity that has obtained from the Town an Agreement to provide the services set forth herein.
- X. Contractor-Generated Waste means Bulk Trash and/or Yard Trash generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Y. County means Broward County, Florida.

Z. Designated Disposal Facility means WM Reuter Facility, 20701 Pembroke Road, Pembroke Pines FL, 33029, or other disposal facility approved by the Town.

AA. Designated Facilities means any facility used for transfer, disposal, or processing of materials collected pursuant to this Agreement that has been approved by the Town. This includes the Designated Disposal Facility and the Designated MRF and may include additional facilities.

BB. Designated Materials Recovery Facility or Designated MRF means WM Reuter Facility, 20701 Pembroke Road, Pembroke Pines FL 33029, or other processing facility approved by the Town.

CC. Dumpster means any metal container, with a capacity of two (2) or more cubic yards, designed or intended to be mechanically dumped into a loader packer type garbage truck.

DD. Effective Date means the date this Agreement is executed by both the Town and Contractor.

EE. Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Council, Contractor-Generated Waste, Recyclable Materials generated and source separated by Commercial Customers, horse manure, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.

FF. Hazardous Waste means any solid waste that is defined as a hazardous waste by the Florida Department of Environmental Protection in the State of Florida Administrative Code, or by any current or future federal, state, or local law.

GG. Holiday means a designated holiday on which the Contractor shall not be required to provide Residential Collection Service or Commercial Collection Service or to maintain office hours. For the purposes of this Agreement, Holiday shall mean Christmas Day unless additional Holidays are approved by the Administrator.

HH. Household Hazardous Waste or HHW means a waste produced in the home containing hazardous substances that may pose a threat to the environment, wildlife, and/or human health. For the purpose of this Agreement, HHW includes aerosol products, ammonia, ammunition, anti-freeze, auto fluids, auto batteries, boat batteries, boat fluids, charcoal starter, compact fluorescent bulbs (CFL's), drain cleaner, fertilizers, fire extinguishers, fireworks, flares, fluorescent tubes, gasoline, herbicides, household cleaners, insect killer, kerosene, lawn chemicals, lighter fluid, mercury thermometers, motor oil, nail polish remover, paint, pesticides, photo chemicals, pool chemicals, propane tanks, rechargeable batteries, rust remover, solvent, spot remover, four (4) tires per household per collection, turpentine, weed killer, wood stains and wood stripper from residential sources, as well as other items mutually agreed upon by the Town and the Contractor.

II. Improved Property means any cleared, graded, or drained property in the Town upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional, or industrial use.

JJ. Non-Collection Notice means a durable tag and/or sticker placed on any Container or waste that has not been Set Out for Collection by a customer in accordance with the provisions of this Agreement and, therefore, has not been collected by the Contractor.

KK. Operating Month means each calendar month from April 1, 2023 until this Agreement expires or terminates. However, the last Operating Month shall end on the day when this Agreement expires or terminates.

LL. Operating Year means a period of twelve (12) consecutive operating months, beginning on October 1 and ending on September 30 of the following year. Notwithstanding the foregoing, the First Operating Year shall begin on April 1, 2023 and end on September 30, 2023, and the last Operating Year shall end on the day when this Agreement expires or terminates.

MM. Premises mean Improved Property.

NN. Program Recyclables mean the Recovered Materials that are acceptable in the Town's program as delineated in Exhibit 3, and that are separated from the Solid Waste at the location where they are generated (e.g., Residential Service Units) and then Set Out for Collection at that location.

OO. Rate(s) mean the fees and charges approved by the Town for the Contractor's Collection Services as shown in Exhibit 1 and Exhibit 2. All fees charged to the Commercial Customer shall include the 10% franchise fee remitted to the Town.

PP. Recovered Materials mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. A Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, Construction and Demolition Waste is not a Recovered Material.

QQ. Recyclable Materials or Recyclables means those materials that are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin, and ferrous cans, and polycoated cartons.

RR. Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately sixty-five (65) gallons or less, and used for the automated or semi-automated Collection of Program Recyclables.

SS. Residence means any individual living unit in a single-family or multi-family structure or building of four (4) or fewer living units intended for, or capable of being utilized for, residential living. For the purposes of this Agreement, the term Residence shall include mobile homes that are located within a duly licensed mobile home park or a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.

TT. Residential Collection Service means the Collection of Residential Waste from all Residential Service Units in the Service Area and the delivery of such materials to the facilities designated in this Agreement.

UU. Residential Service Unit means any Residence receiving curbside Collection Service for the accumulation and set-out of Residential Waste in the Service Area.

VV. Residential Waste means Solid Waste, Bulk Waste, and Program Recyclables generated by Residential Service Units.

WW. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.

XX. Service Area means the municipal limits of the Town.

YY. Set Out means the preparation and placement of Solid Waste, Bulk Waste and Program Recyclables for Collection at the Customer's Premises, in compliance with the requirements in this Agreement.

ZZ. Sludge means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances, or any other such waste having similar characteristics or effects.

AAA. Solid Waste means, for the purpose of this Agreement, garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, agricultural, or governmental operations. For the purposes of this Agreement, the only things Solid Waste excludes are Program Recyclables, Exempt Waste, and Residential Bulk Waste.

BBB. Solid Waste Cart means a Solid Waste container that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety six (96) gallons or less, and used for the automated or semi-automated Collection of Solid Waste.

CCC. Town means the Town of Southwest Ranches, Florida.

DDD. Town Council or Council means the Town Council of the Town of Southwest Ranches, Florida.

EEE. White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection. Residential Service Units are responsible to ensure freon has been removed and shall have Freon-free sticker affixed.

FFF. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Agreement.

GGG. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance, including but not limited to tree trimmings, branches, palm fronds, and root balls. No single item can exceed four (4) feet in length or weigh more than 50 pounds. Yard Trash must be generated by

the customer at the Residential Service Unit at which the Yard Trash is placed for Collection. Yard Trash includes Christmas trees but does not include Contractor-Generated Waste or Exempt Waste.

### SECTION 3. GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

A. Exclusive Agreement. The Contractor is herein granted an exclusive Agreement to provide Residential Collection Service and Commercial Collection Service within the Town. The Contractor is not granted the exclusive right to collect C&D Debris or Recyclable Materials generated by Commercial Customers. Roll-off Container Collection services for Construction and Demolition Debris are not being awarded exclusively to the Contractor. The Contractor may provide C&D Debris Roll-off Container services or Commercial Customer Recyclable Materials Collection at competitive rates that shall not be controlled by this Agreement. The Town may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor.

B. Description of the Service Area. The Service Area includes all of the land located within the incorporated area of the Town. The boundaries of the Service Area may be adjusted if lands are added to or removed from the Service Area after the Effective Date. In instances where unincorporated areas are annexed by the Town, the rights of the Contractor will be revised in accordance with Section 171.062, Florida Statutes.

C. Services to be Provided. The Contractor shall provide Residential Collection Service to all Residential Service Units within the Service Area and Commercial Collection Service to all Commercial Customers within the Service Area. The Contractor shall transport and deliver all Solid Waste, Program Recyclables, and Bulk Waste collected pursuant to this Agreement to the facilities designated herein. Contractor agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. Contractor further agrees and understands that Contractor is responsible for collecting any Residential Waste that has spilled or is no longer containerized unless such spillage is clearly not caused by the Contractor or an employee of the Contractor.

D. Exempt Waste. The Contractor shall not be required to collect or dispose of Exempt Waste but may offer such services. All such collection and disposal of Exempt Waste are not regulated under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state, and local laws and regulations.

E. Responsibility for Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, which shall not be prorated. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for the billing and collection of payments for Excess Bulk Waste and all other Special Collection Services requested and provided to Residential Service Units as outlined in Section 5.D of this Agreement, and all Commercial Collection Service.

F. Payment for Disposal or Processing. The Contractor shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Agreement and to the Designated facility for the processing of all Program Recyclables and Yard Trash that is processed collected pursuant to this Agreement.

#### SECTION 4. **TRANSITION IN SERVICE**

A. Transition Prior to Commencement Date of Service. The Contractor is responsible for providing a smooth transition in services to minimize inconvenience to Residential Service Units and Commercial Customers. To accomplish this objective, the Contractor shall submit to the Administrator, prior to the Town's execution of this Agreement, a Transition Plan that provides a detailed description of how the Contractor will plan and prepare for initiating Collection services on the Commencement Date. The Transition Plan must meet the approval of the Administrator. If the Administrator does not approve any part of the Transition Plan, Contractor shall provide a revised proposed Transition Plan within five (5) Work Days of notification. At a minimum, the Contractor must address the specific performance requirements listed below in the Transition Plan and accomplish them according to deadlines specified in the Town-approved plan. This list is not intended to identify all necessary tasks to be performed by the Contractor, but to provide a springboard for the Contractor to develop a comprehensive Transition Plan:

- (1) **Contact List:** List of key transition personnel including, but not limited to, service transition project manager, education and outreach coordinator, and operations director (or similarly titled positions).
- (2) **Transition Meeting and Call Schedules:** Proposed meeting and call schedules including, but not limited to, meetings with the Administrator, Town staff, and outgoing contractor leading up to the Commencement Date.
- (3) **Office:** Schedule for setting up an office, installing local telephone number routed to the office, and training staff to begin receiving calls.
- (4) **Fleet:** Schedule for ensuring that all vehicles are street legal (registered, insured, licensed, and tagged) and providing a vehicle/equipment list and route summary to the Administrator. For all new purchases, Contractor shall provide a list of vehicles, manufacturer, purchase order, and documentation of anticipated delivery date. This should take into account coordination between the Contractor and Administrator for difficult to serve areas of the Town that may require specialized vehicles.
- (5) **Cart Procurement:** Schedule for purchase and manufacturing of Contractor provided Carts for Residential Collection Service including artwork approval by Town and prototype delivery. The Town retains the right to require acceptable documentation including, but not limited to, purchase orders, delivery schedules, and receipts of payment.
- (6) **Solid Waste Cart Deliver:** Schedule for Solid Waste Cart initial deliveries to Residential Service Units including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.
- (7) **Cart Assembly and Distribution (A&D):** Schedule for Cart A&D including cart shipment dates, days and hours of operations, and completion of A&D. All Carts shall be delivered to all

customers at least two (2) weeks prior to the Commencement Date. An A&D plan shall also be included two (2) weeks prior to the Commencement date identifying A&D contractor, if applicable, and contact information, staging areas, A&D route schedule, number of crews, expected number of carts delivered per crew per day, method of assigning carts to addresses, data points to be collected at time of A&D, and upload frequency of data into central A&D database. Contractor shall provide a list matching the serial number of each Cart to the specific address to which each Roll Cart has been assigned. After delivery, residents may affix their names and property address onto their assigned Roll Cart.

(8) Solid Waste Cart Swaps: Schedule for Solid Waste Cart swaps, including plan for receiving swap requests, initiating exchanges, and maintaining asset management database.

(9) Education and Outreach: Schedule for developing, producing, and delivering the following education and outreach materials: video for placement on Town website, two flyers, postcard mailer, door hanger, magnet, and information packet to be attached to Carts when delivered to Residential Service Units. All education and outreach material are subject to approval by the Administrator prior to production and distribution.

(10) Staffing and Training: Schedule for obtaining necessary labor and training staff on equipment and routes as well as specific Collection requirements of this Agreement for consistency of quality service to Residential Service Units.

(11) Swap out of commercial Containers owned by outgoing contractor.

(12) Routing: Schedule for developing Solid Waste, Program Recyclables, and Bulk Waste routes, identifying obstacles such as low trees and overhead wires, and conducting dry-runs of collection routes.

(13) If requested by the Administrator, the Transition Plan shall include the manufacturer's specification sheets for the Containers provided by the Contractor under this Agreement.

(14) The Transition Plan shall identify the mechanism (e.g., RFID) by which the Contractor will track and provide the Administrator with certain Customer data, such as Set Out rates, and other metrics agreed upon by the Contractor and Administrator as part of the Transition Plan.

(15) Reporting: The Transition Plan shall identify the Customer data required to be tracked and reported to the Administrator throughout the term of this Agreement. Contractor and Administrator shall meet to discuss and agree upon the metrics to be tracked and reported prior to the Commencement Date.

**B. Transition Prior to Expiration of this Agreement.**

(1) Should the Town choose not to exercise the renewal option of this Agreement, or should no renewal options remain, the Town anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, the Contractor agrees to provide service to the Town for up to an additional one hundred and eighty (180) day period beyond the expiration of the Agreement, provided the Town requests said services, in writing, within one hundred twenty (120) days prior to expiration. The service rates for this additional period will be

adjusted as they normally would on October 1 as specified in Sections 12 and 13 of this Agreement.

(2) At the expiration of this Agreement, the Contractor shall work with the Town and the newly selected hauler to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:

(a) Six (6) months prior to Agreement expiration, provide the Administrator with a Commercial Container inventory, in a format acceptable to the Town, which includes for each Container its location (street address), capacity, identification number, collection frequency, customer name, and customer contact information.

(b) Attend coordination meetings with the Town and newly selected hauler, as requested.

(c) Work with the newly selected hauler to develop a mutually agreeable schedule for removal of Contractor-owned Containers and placement of newly selected hauler's containers. The schedule shall ensure no interruption in solid waste services.

(d) Allow the newly selected hauler to purchase or rent for up to ninety (90) days, Contractor-owned Containers from the Contractor. The purchase price and/or rental shall be negotiated.

(3) The Town reserves the right to withhold payment to Contractor for the final month of service until Contractor has complied with all requirements of this Section.

## **SECTION 5. RESIDENTIAL COLLECTION SERVICE**

### **A. Residential Solid Waste Collection.**

(1) The Contractor shall provide Residential Solid Waste Collection using Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

(2) All Residential Solid Waste shall be properly containerized in Solid Waste Carts. All Solid Waste is to be placed in Contractor-provided Solid Waste Carts. Residential Service Units may request the Contractor to provide and service additional Solid Waste Carts as specified in Section 6.A(4) of this Agreement.

(3) Hours: Residential Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m. The hours and days of Collection may be extended due to extraordinary circumstances or conditions, with the prior written consent of the Administrator.

### **B. Residential Bulk Waste Collection.**



- (1) The Contractor shall provide Residential Bulk Waste Collection, consisting of Yard Trash and Bulk Trash, to all Residential Service Units in the Service Area every other week. Collection is limited to twelve (12) cubic yards per Set Out. In a few locations where space is limited (such as cul- de-sacs and adjacent to canals), one or more Residential Service Units may combine their Bulk Waste into a single large pile. The Town will work with the residents and Contractor to identify these locations and the amount of residential Bulk Waste allowed at these locations.
- (2) In the event that Bulk Waste exceeds the twelve (12) cubic yard limit, the Contractor will treat this as a Special Collection Service in accordance with Section 5.D(4).
- (3) The Contractor may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles. Such Bulk Trash and Yard Trash shall not be required to be separated until and unless required in writing by the Town in accordance with the Broward County MOU, in accordance with Section 10.E. below. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile so as to permit the Contractor to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash shall be on the same Collection day as Collection of Bulk Trash.
- (4) The Contractor shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Trash but separate so as not to be obstructed. Even if residents fail to separate their White Goods, Contractor shall still utilize its best efforts to recycle comingled White Goods collected.
- (5) The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting with a grapple/knuckle-boom). 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.

C. Residential Program Recyclables Collection.

- (1) The Contractor shall provide Residential Program Recyclables Collection using Automated Collection Service to all Residential Service Units in the Service Area. This service shall be provided once every week on a scheduled route basis.
- (2) Program Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same Recycling Cart. All Program Recyclables are to be placed in Recycling Carts. Residential Service Units may request the Contractor to provide and service additional Recycling Carts as specified in Section 5.B(3) of this Agreement.
- (3) Upon thirty (30) days written notice to the Contractor, the Town may add or delete the types of items included as Program Recyclables. The addition of items shall be at no additional cost to the Town unless the Contractor can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

D. Residential Special Collection Services

- (1) For an additional fee, Residential Service Units may request Special Collection Service from the Contractor that exceeds the base-level services outlined herein. Contractor shall be responsible for invoicing and collecting payment from Residential Service Units for Special Collection Services outlined in this Section in accordance with the fee schedule set forth in Exhibit 1. The Town is not liable for a Residential Service Unit's failure to remit payment to Contractor for any Special Collection Service provided.
- (2) Solid Waste Collection on unscheduled day. Upon request by a Residential Service Unit and after approval by the Residential Service Unit of the service fee, Contractor shall collect Residential Solid Waste on an unscheduled day, provided it is one of Contractor's scheduled days within the Town. Contractor may charge the Residential Service Unit seeking an unscheduled day Residential Solid Waste Collection an additional amount not to exceed the fee schedule set forth in Exhibit 1.
- (3) Collection of additional Solid Waste Cart(s) as described in Section 6.A.(4).
- (4) Bulk Waste Collection on unscheduled day. Upon request by a Residential Service Unit and after approval by the Residential Service Unit of the service fee, Contractor shall collect Bulk Waste on an unscheduled day. Contractor may charge Residential Service Units seeking off-day Residential Bulk Waste Collection an amount not to exceed the Bulk Waste fee schedule set forth in Exhibit 1.
- (5) Bulk Waste in excess of twelve (12) cubic yard limit. If a Residential Service Unit places more than twelve (12) cubic yards of Bulk Waste curbside for Collection, the Contractor is not obligated to collect more than twelve (12) yards of Bulk Waste per Collection day. For Bulk Waste in excess of twelve (12) yards, the Contractor may charge the Residential Service Unit the Special Collection Services per cubic yard rate for Excess Bulk Waste as long as the Residential Service Unit has requested such service, and the Contractor and Residential Service Unit have agreed to such Special Collection additional charge in accordance with the fee schedule set forth in Exhibit 1. If the Residential Service Unit does not agree to the Special Collection per cubic yard charge, the Contractor shall notify the Administrator and the Administrator (or his/her designee) will return to the location with the Contractor to resolve the dispute between the Contractor and the Residential Service Unit and determine whether and how much Excess Bulk Waste will be collected, and the amount the Residential Service Unit will be billed for the Special Collection Service per cubic yard rate. In any case of more than twelve (12) cubic yards, the Contractor shall take digital photographs of the entire pile and include a dimensional reference (i.e., a measuring stick) in the photograph prior to Collection to document the size of the Bulk Waste pile. At a minimum, photographs should be taken from three (3) sides of the pile. If the Residential Service Unit fails to remit payment within thirty (30) calendar days, the Town shall bring the non-payment before its Special Master in accordance with its Code Enforcement procedures. If the amount owed to Contractor is collected, it shall be tendered to Contractor within thirty (30) days from the receipt of same. The Town is not responsible for any uncollected amounts.
- (6) At the end of each Work Day, the Contractor shall notify the Administrator of arrangements for any Residential Service Unit Special Collection Service and any occurrences of Bulk Waste exceeding the twelve (12) cubic yard limit, whether or not the excess Bulk Waste was collected. Such notification shall include the customer name and address, service provided,

amount of Bulk Waste collected, and amount not collected if applicable due to Exempt Materials, any digital photographs taken, and any amount charged to the Residential Service Unit.

E. No Mixing of Residential Waste. The Contractor shall collect Residential Solid Waste, Bulk Waste, and Program Recyclables generated in the Town separate from any Solid Waste, Bulk Waste, or Program Recyclable generated in another jurisdiction and separate from Commercial Customers. Further, the Contractor shall not mix Program Recyclables with Solid Waste or Bulk waste during the Collection process.

F. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Agreement, side or back door Collection of Residential Solid Waste and Residential Program Recyclables from a Residential Service Unit shall be required if all adult occupants residing therein are disabled and if a request for side or back door Collection has been made to, and approved by, the Administrator in the manner required by Town. The Administrator shall notify the Contractor in writing of any customers requiring side or back door Collection. No additional monies shall be due to the Contractor for the provision of side or back door Collection to disabled Residential Service Units.

G. Disabled Veterans – Currently the Town has ten residents that are 100% service connected disabled veteran status. Residents that are at 100% service connected disabled veteran status pay fifty percent (50%) of the Residential Service Unit Rate.

H. Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Administrator.

I. Holidays. In the event a Residential Service Unit's normal Collection day falls on a Holiday, Collection shall occur on the Residential Service Unit's next regularly scheduled Collection day.

J. Accessibility. All properly prepared Residential Waste shall be placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, which will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In certain instances, properly prepared Residential Waste may be placed in driveway turnout areas to avoid placing it in the traveled roadway. The Contractor shall report monthly to the Administrator all situations that prevent or hinder Collection on any premises.

K. Manner of Collection.

(1) The Contractor shall provide Residential Collection Service with as little noise and disturbance as possible.

(2) Contractor's employees shall completely empty any Container without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Carts shall be placed in an upright position with the lid closed. Containers shall be placed in an upright position with the lid closed in the swale or outside of the Town's right-of-way.

(3) Contractor's employees shall follow the regular walk for pedestrians while on private property. No trespassing by Contractor's employees will be permitted or crossing property to the adjoining premises unless the occupant or owner of both properties has given permission. Care

shall be taken to prevent damage to property, including flowers, shrubs, and other plantings. Contractor is responsible for repairs to all damaged property.

(4) Contractor's Collection vehicles shall remain on the right-hand side of the road when providing Residential Collection Service on two-way streets. At no time shall collection crews cross to the opposite side of the street to retrieve Containers or materials that have been Set Out for Collection. In situations where it is impossible or difficult to turn around to serve a location from the right side of the vehicle, then left-side service is permitted, but only in a manner that ensures the safety of residents and collection workers and only when approved by the Administrator. At no time shall Collection workers use the riding steps when the vehicle is backing up, exceeding 10 miles per hour, or traveling more than 0.2 miles.

L. Spillage. The Contractor shall clean up any Residential Solid Waste spilled from a Container by the Contractor or its employees or Residential Bulk Waste spilled or scattered by the Contractor or its employees. Care shall be taken by Contractor's employees to prevent damage to Containers by unnecessary rough treatment. Contractor is not required to clean up spillage that is clearly not caused by the Contractor or an employee of the Contractor; however, Contractor shall advise the Town immediately of such spillage.

M. Routes and Schedules. The Contractor shall provide the Administrator with schedules for all Residential Waste Collection routes and keep such information current at all times. Route and schedule information shall include the addresses that will be included each route. If any changes in the Collection routes occur, the Administrator shall be immediately notified in writing. No permanent change in routes or schedules that will alter the days of Residential Waste Collection may be made without the written consent of the Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Service Unit Collection Service is approved by the Administrator, the Contractor shall immediately notify the affected Residential Service Units, in writing or other manner as approved by the Administrator, not less than two (2) weeks prior to the change.

## SECTION 6. RESIDENTIAL COLLECTION CONTAINERS

### A. Purchase and Distribution of Solid Waste Carts.

(1) Contractor shall deliver one (1) Solid Waste Cart to each Residential Service Unit within the Service Area. After the roll-out, Contractor shall deliver Solid Waste Carts within five (5) Work Days of notification of a new Residential Service Unit. Carts must meet the technical specifications provided in Exhibit 4 and be approved by the Administrator. Carts shall be delivered with information attached pursuant to Section 11.D.

(2) The standard Solid Waste Cart shall be ninety-five (95) gallons or similar in size. However, Contractor shall make sixty-five (65) gallon (or similar in size) Solid Waste Carts available upon request by a Residential Service Unit. Prior to assembly and distribution of Solid Waste Carts, Contractor may conduct a survey of Residential Service Units to determine which size Solid Waste Cart they prefer. If Contractor plans to conduct such a survey, the details of such survey shall be included in the Transition Plan and the survey and method of collection of survey data must be approved by the Town in advance of its distribution.

(3) Upon request by a Residential Service Unit, Contractor shall exchange a Solid Waste Cart with an alternatively sized Cart within five (5) Work Days of request for such exchange by the customer or Town. Contractor shall provide one (1) Solid Waste Cart exchange per Residential Service Unit during the initial Agreement term at no charge to the customer or the Town. Should a Residential Service Unit request additional exchanges, Contractor may charge the Residential Service Unit no more than seventy-five dollars (\$75) per Cart that is exchanged. Contractor shall track and report exchanges in the asset management database specified in Subsection E below.

(4) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Solid Waste Cart to accommodate extra materials. The Town shall charge Residential Service Unit for each extra Solid Waste Cart in accordance with Exhibit 1. Contractor shall provide additional Solid Waste Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Solid Waste Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. In the event that a Residential Service Unit desires the Collection of the extra Solid Waste Cart(s), the Town shall issue an annual invoice for the Collection that shall be paid by the Residential Service Unit in accordance with the Rate schedule provided in Exhibit 1. The payment from Town to Contractor for such extra Solid Waste Cart(s) shall be prorated based upon the 1st day of the month that Collection of the additional Cart(s) commences, and it shall be based upon fiscal year. The Town shall send all renewal invoices to Residential Service Units by September 1<sup>st</sup> of each year.

(5) Contractor shall not be required to collect any extra Solid Waste Cart(s) unless it has been paid to collect same. Residential Service Unit may cancel its extra Solid Waste Cart(s) Collection at any time, but such cancellation shall only go into effect the next calendar year. Residential Service Units who cancel their extra Collection shall not receive a proration for services, nor shall they be able to seek a credit for failure to utilize this service. In the event that the Town advises Contractor in writing of a Residential Service Unit nonpayment for an extra Solid Waste Cart(s), and directs Contractor not to provide service, the Town is not liable or responsible for any payment to Contractor for the failure of payment by a Residential Service Unit, or for Contractor's collection of such extra waste.

B. Purchase and Distribution of Recycling Carts.

(1) Residential Service Units shall retain Recycling Carts utilized during the previous collection contract. Prior to the Commencement Date, the Contractor shall ensure that all Residential Service Units are provided a Recycling Cart. Recycling Carts shall be of a similar size (i.e., sixty five (65) gallon or similar size) and quality as those currently in use, meet the technical specifications provided in Exhibit 4, and be approved by the Administrator.

(2) Contractor shall purchase and provide Recycling Carts to all new Residential Service Units within five (5) Work Days of notification of a new Residential Service Unit.

(3) Upon request by a Residential Service Unit, Contractor shall provide more than one (1) Recycling Cart to accommodate extra Program Recyclables. Contractor shall charge Residential Service Unit for the extra Recycling Cart in accordance with Exhibit 1.

(4) Contractor shall provide additional Recycling Carts within five (5) Work Days of request by a Residential Service Unit or the Town. Contractor shall record all extra Recycling Carts delivered to Residential Service Units in the asset management database and report them monthly to the Administrator. Additional Recycling Carts shall be collected at no additional cost to the Residential Service Unit or the Town.

C. Repair and Replacement of Solid Waste and Recycling Carts.

(1) Contractor shall maintain a sufficient inventory of Solid Waste and Recycling Carts to be able to deliver new or replacement Carts of the requested size within five (5) Work Days of receiving request.

(2) Contractor shall repair or replace a Cart within five (5) Work Days of receiving notice from the Town or customer of the need for repair, or if identified unserviceable by Contractor.

(3) Any Carts damaged by the Contractor, including extra Carts, shall be replaced by the Contractor, at the Contractor's expense, at no cost or inconvenience to the Residential Service Unit.

(4) The cost of replacing Carts due to loss, theft (without a documented police report), or destruction through no fault of the Contractor shall be charged by the Contractor to the Residential Service Unit for an amount not to exceed the Rate schedule set forth in Exhibit 1. This Rate may be adjusted by the Town if the Contractor provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Service Unit by the Contractor prior to or at the time of delivery of the Cart.

D. Minimum Specifications for Carts. The Solid Waste Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with the requirements set forth in Exhibit 4 (Specifications for Solid Waste Carts and Recycling Carts), unless the Town waives a requirement in writing. The Solid Waste Carts and Recycling Carts may be equipped with Radio Frequency Identification ("RFID") chips or similar technology for tracking, but RFID is not required for Carts, provided the Contractor clearly demonstrates the ability to track information relating to Set Out rates, and other information required by the Administrator, as agreed upon between the Administrator and Contractor in the Transition Plan. If RFID chips are required, the RFID chips shall be incorporated into Carts the Contractor delivers (but RFID chips do not need to be added to Recycling Carts already in the possession of Residential Service Units at the Commencement Date).

E. Asset Management Database.

(1) The Town will provide the Contractor with a list of Residential Service Units that includes the parcel folio number, address, and number of Residential Service Units on each parcel. Contractor shall use this list to develop and maintain an asset management database through which Contractor shall be responsible for reporting and tracking the movement of all Carts used for Residential Collection Service, including deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage Cart assets, subject to Town approval. The database shall also specify the route for each Residential Service Unit and shall be in a format that is searchable by the Administrator. The initial database must be populated and transmitted to the Administrator in accordance with the approved Transition Plan. All database adjustments must

be made within forty-eight (48) hours of physical inventory exchange and completion of work order. If a Cart is swapped out, data for the Cart removed and the Cart replaced is to be provided. Data fields shall include, but not be limited to the following:

- (a) Work order number, date, and status
  - (b) Residential Service Unit name/ID and address
  - (c) Parcel folio number (as provided by the Town)
  - (d) For each Cart at each Residential Service Unit, the type (Solid Waste or Recycling), size, serial number, and RFID chip identifier (as applicable)
  - (e) Routes on which the Residential Service Unit is serviced
- (2) Contractor shall provide the Administrator with an updated copy of the asset management database monthly, as well as access upon request.
- (3) The Contractor and the Town agree that changes to procedures in Section 6(E) can be made by mutual written agreement of the parties.

F. Ownership of Roll Carts. Ownership of Carts provided by Contractor shall rest with the Contractor until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the Town.

## SECTION 7. RESIDENTIAL NON-COLLECTION PROCEDURES

A. In the event Solid Waste contains Exempt Waste, more than twelve (12) cubic yards of Bulk Waste is placed at a Residential Service Unit for Collection, or other occurrence that would warrant legitimate non-collection by the Contractor, the Contractor shall affix a Non-Collection Notice to the Container or waste itself explaining why Collection was not made. The Contractor shall notify the Administrator of such Non-Collection Notice within twenty-four (24) hours of when the Non-Collection Notice is given.

B. Regarding the Management of Contaminated Recyclable Material, pursuant to Section 403.706 Florida Statute, the Town has adopted a definition of Contaminated Recyclable Material (see Section 2.) that is appropriate for the local community. The Contractor is not obligated to open a Recycling Cart to inspect the contents. However, if the Contractor sees Contaminated Recyclable Material in a Container, the Contractor shall (a) place a Non-Collection Notice on the Recycling Cart, (b) place a hanger or other educational materials on the Recycling Cart, and (c) leave the Contaminated Recyclable Material in the Recycling Cart at Curbside when practical. These actions constitute the education and enforcement measures that the Contractor is responsible for implementing when providing Collection Services and is the Contractor's remedy when the Contractor discovers Contaminated Recyclable Materials in a Recycling Cart. The Town is responsible for implementing educational and enforcement programs in coordination with the Agreement as described in Section 11.D., and as the Town deems appropriate in light of its funding and other constraints, thus promoting proper recycling techniques. The Contractor shall notify

the Administrator of such Non-Collection Notice at the end of each Work Day when the Non-Collection Notice is given.

C. The design and content of all Non-Collection Notices must be approved by the Administrator and the cost of printing and delivery of said notices shall be paid for by the Contractor.

D. By the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the Contractor shall electronically transmit to the Administrator a list of all Residential Service Units at which Collection was not made that Work Day. This list shall include the reasons for the non-collection and the addresses of such non-collection. The Contractor shall also electronically transmit all digital photographs of the non-collection to the Administrator.

#### **SECTION 8. RESIDENTIAL BULK WASTE PROCESSING**

A. The Contractor is responsible for the transport, and final disposal of all Residential Bulk Waste collected by the Contractor. Bulk Waste must be disposed at a legally permitted and licensed facility(ies) , as agreed upon by the Town and Contractor. The Contractor may change the Bulk Waste processing facility(ies) upon written agreement by the Administrator. The Town may change the Bulk Waste processing facility(ies) as per Section 10.E.

B. To the extent practical, the Contractor shall recycle any recyclable items collected in the Residential Bulk Trash, as may be required in writing by the Town in accordance with the Broward County MOU, in accordance with Section 10.E. below. The Contractor shall record the quantities of Bulk Trash and Yard Trash recycled, if any, and the quantities disposed and shall report such quantities to the Administrator for each month and the report shall be given to the Administrator by the tenth (10th) day of the month following the report date.

#### **SECTION 9. COMMERCIAL COLLECTION SERVICE**

A. Commercial Solid Waste Collection. The Contractor shall provide Commercial Solid Waste Collection to all Commercial Customers in the Service Area. The Container size and frequency of service shall be agreed upon between the Contractor and the Commercial Customer.

B. Applicability of Commercial Franchise. The provisions of this Section shall apply to all Businesses as defined herein and in no event shall a Business use the Residential Collection Service provided at curbside as the primary means of Solid Waste Collection. In the event that said Business is a house of worship that receives Commercial Dumpster Collection from a member of the house of worship as an in-kind service that is free-of-charge to the house of worship, the house of worship must provide proof in the form of an affidavit from the member describing his business and certifying that he/she is authorized to collect Solid Waste, is duly licensed and permitted, and is doing so at no cost to the house of worship. Said document shall be provided to the Contractor so that the house of worship may be exempt from the provisions of this Section.

C. Hours. Commercial Collection Service shall be provided commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Saturday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Administrator.



D. Holidays. Contractor shall not be required to provide Commercial Collection Service on Holidays. If Commercial Collection Service is not provided on a Holiday, Contractor shall provide service on the next Work Day or as agreed upon between the Contractor and Commercial Customer so as to ensure adequate service is provided.

E. Commercial Containers. Commercial Containers shall be maintained in accordance with general industry standards, which include being rust-free, having drain plugs installed to retain storm water and prevent leaching, having properly fitting lids that close tightly, and are in proper, safe, working condition. Commercial Containers shall be painted and have the Contractor's name and phone number clearly displayed. No advertising shall be posted on Containers. Maintenance of Commercial Containers shall be the sole responsibility of the Contractor. Any Commercial Container not conforming to these requirements, as determined by the Administrator, shall be replaced by the Contractor within three (3) Work Days of notification by the Administrator.

F. Contracts for Commercial Collection Service. The Contractor shall enter into a service contract with each New Customer before the Contractor provides Commercial Collection Service to that Customer, including those Customers designated by the Administrator as Commercial Customers. During the Transition Period, the Contractor shall use its best efforts to enter into service contracts with all existing Commercial Customers (i.e., Customers receiving Collection Service from the Town's hauler before the Commencement Date).

The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Administrator for approval during Transition period, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service contract shall not contain any requirements or fees that are not authorized in this Agreement. The term of the service contract shall not extend beyond the term of this Agreement. The Administrator shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein. The Contractor's service contract shall identify: (a) the service(s) that will be provided to the Customer; (b) the size and type(s) of Collection Container(s) that will be used; (c) the frequency of Collection; (d) the Scheduled Collection Day(s); (e) the Rates for the services that will be provided; and (f) the total amount to be paid each month by the Customer.

G. Disclosure of Fees for Commercial Collection Service. The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Commercial Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. If a dispute arises with a Customer concerning the Contractor's Rates, the Contractor will not be entitled to payment unless the Contractor demonstrates that it has a service contract with the Customer and the Contractor fully disclosed its Rates to the Customer prior to providing its Collection Service.

H. Initiation of Service to a Commercial Customer. On May 1, 2023, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Solid Waste within two (2) Work Days after the Contractor receives a request for service from a new Customer that has signed a service contract with the Contractor.

I. Termination of Service to a Commercial Customer. The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Administrator at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the Town shall take whatever action it deems appropriate to enforce compliance with the Town's Ordinances. If Collection Service is terminated, the Contractor may remove its Collection Containers and other equipment from the Customer's Premises.

#### SECTION 10. DESIGNATED FACILITIES

A. Except as set forth below, all Residential Solid Waste and Commercial Solid Waste collected by the Contractor shall be transported to, and disposed of, at the Designated Disposal Facility. In the event the Designated Disposal Facility is closed on a Work Day, the Contractor may transport and dispose of Solid Waste at any legally permitted disposal facility, with the prior written approval of the Administrator.

B. All Residential Program Recyclables collected by the Contractor shall be delivered to the Designated MRF.

C. Bulk Waste may be delivered to a disposal facility and/or a processing facility(ies) designated by the Contractor and is subject to approval by the Administrator.

D. The Designated Disposal Facility, the Designated MRF, and other facilities to be used in regard to this Agreement are to be determined by the Contractor and subject to approval by the Administrator. All of the Solid Waste, Program Recyclables, and Bulk Waste collected pursuant to this Agreement shall be delivered to duly licensed facilities intended to properly manage such materials.

E. The Town entered into a Memorandum of Understanding (MOU) with Broward County on August 8, 2019. Among other things, the MOU could, in the future, result in additional materials being designated for diversion and/or certain facilities being designated for processing of certain materials. In the event that a change in which materials are designated for separate Collection and/or which facilities are used for processing, the Town and the Contractor agree to negotiate in good faith regarding appropriate Rate adjustments to reflect additional costs or cost savings that may be realized. Any Rate adjustment is subject to approval by the Town Council.

F. Should the location of the Designated Disposal Facility or Designated MRF or other designated facility(ies) change, and the new location is not within a ten (10)-mile radius of the previous facility designated herein, then the Collection Service Rate may be adjusted to take into account the additional cost to the Contractor. Contractor shall submit documentation that its costs have increased, and the parties agree to negotiate in good faith. Any Rate adjustment is subject to approval by the Town Council.

G. In all cases, the Contractor shall be responsible for making payments to the Designated Disposal Facility, Designated MRF, and other Designated Facilities.

#### SECTION 11. ADDITIONAL SERVICES

A. Town Services. The Contractor shall provide, at no cost to the Town, Solid Waste and Recyclables Collection services to all Town facilities, including the provision and servicing of Containers. Provided

below is a list of services provided at the time of Agreement execution. Services to be provided may be adjusted during the term of the Agreement based on need.

| Locations   | Address                           | Service Frequency | # Garbage | # Recycle | Dumpster |
|---|-----------------------------------|-------------------|-----------|-----------|----------|
| Rolling Oaks<br>Passive Open Space<br>Park  | 17630 SW 56<br>Street             | Weekly            |           |           | 8 Yard   |
| Sunshine Ranches<br>Equestrian Park   | 5840 SW 148<br>Avenue             | Weekly            |           |           | 8 Yard   |
| Country Estates<br>Fishing Hole Park  | 18900 Griffin<br>Road             | Twice weekly      | 3         | 1         | NA*      |
| Founders Park*  | 12498 Griffin<br>Road             | TBD               | NA        | NA        | NA       |
| Southwest<br>Meadows<br>Sanctuary/Preserve<br><br>Access park gate via<br>LOCKBOX | 15900 Block<br>of Griffin<br>Road | Weekly            |           |           | 8 Yard   |
| Calusa Corners*   | 15900 Block<br>of Griffin<br>Road | TBD               | NA        | NA        | NA       |
| Fire Department   | 17220 Griffin<br>Road             | Twice weekly      | 3         | 2         | NA       |
| Town Hall   | 13400 Griffin<br>Road             | Twice weekly      | NA        | 4         | 8 Yard   |
| Frontier Trails*  |                                   | TBD               | NA        | NA        | NA       |
| Town Public Safety<br>Facility (EOC)*   | TBD                               | Twice weekly      | TBD       | TBD       | TBD      |

B. Town Events. The Contractor shall provide, at no cost to the Town, Solid Waste and Program Recyclables Collection services for up to five (5) events per year. Such service may include Dumpster and/or Cart service. Such events generally do not exceed 1,000 attendees.

C. Collection Service for Illegal Dumping. If requested by the Administrator, the Contractor shall collect Solid Waste and Bulk Waste, that has been disposed of without authorization on a public right-of-

way, park, or other public property. However, the Contractor is not obligated to collect materials from illegal dumping on private property, unless it is on a private street at the curb and the Administrator has directed Contractor to collect from the private street. However, nothing herein requires the Contractor to collect Hazardous Material. The Contractor shall provide these Collection services at no additional charge up to six (6) times per month and up to twelve (12) cubic yards per Collection request. If the Administrator requests the Contractor to provide this service more than six (6) times per month, the Administrator and Contractor shall agree upon the Rate to be paid to Contractor for such services, which shall be based on the Excess Bulk Waste per cubic yard Rate provided in Exhibit 1.

D. Public Education. By March 1, 2023, and July 1st of each following year during the term of this Agreement, the Contractor shall provide to the Administrator a camera-ready public education flyer and a camera-ready refrigerator magnet for distribution to Residential Service Units regarding Residential Collection Service. The flyer shall contain, at a minimum, definitions of the materials to be collected, procedures for setting out the materials, and maps of the Service Area indicating the days of Residential Collection Service. The magnet shall delineate the zones for the Residential Collection Service and the specific Collection days for Residential Waste. The flyer and magnet must be approved by the Administrator prior to publication. The Contractor shall print and distribute the flyer and magnet to all Residential Service Units no later than April 15, 2023 and no later than September 1st of each year thereafter during the term of the Agreement.

E. Public Awareness Program. The Contractor agrees to participate in public outreach events, at no charge to the Town, by providing up to forty (40) hours per year of an outreach person's time at such public outreach events, provided that notice of at least five (5) Work Days is given. In the event that the Town's notice for Contractor's cooperation under this Section is less than five (5) Work Days, Contractor, at its sole discretion, may agree to provide the requested outreach person. The Town anticipates these efforts will include, but are not limited to, the following:

1. Attendance at each HOA meeting annually, (Charrette) in Southwest Ranches where a high level of public awareness and input is needed and welcomed at no charge to the Town. Current HOA's include the following (more HOA's may be added by the Town, as necessary):
  - Sunshine Ranches
  - Country Estates
  - Ivanhoe Estates
  - Rolling Oaks
  - Griffin 345
2. Attendance at Council Meetings, quarterly, which will create a partnership and positive working relationship with the public/residents along with input and updates from the community at no charge to the Town.

F. Ancillary Service. The Contractor shall provide four (4) HHW and E-Waste collection events per year (one each quarter the calendar year), hereinafter referred to as "HHW Collection Events." These four (4) events shall be conducted within the Town limits at a location to be provided by the Town and on dates to be approved by the Administrator. Such HHW Collection Event shall be limited to Town residents who show official proof of residency. The HHW and E-Waste received at a collection event shall not be comingled and shall be immediately processed following a collection event. Contractor shall reject any HHW and E-Waste that it reasonably believes to be commercial in nature.

(a) Each HHW Collection Event shall occur on a Saturday and shall last at least six (6) hours in duration or until all residents that have arrived at the location during those hours have been serviced. Contractor shall arrive at a minimum of one and one half (1.5) hours prior to the event start time for setup and a pre-event safety meeting.

(b) The Contractor shall be responsible for providing all staff, equipment, and resources needed for the collection, quantifying, packaging, and removal of HHW and E-Waste received at each HHW Collection Event.

(c) The Contractor shall accept, quantify, log, transfer, recycle, reuse and/or dispose of HHW and E-Waste delivered by TOWN residents to the HHW Collection Event.

(d) The Contractor shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for TOWN residents.

(e) The Contractor shall ensure that HHW and E-Waste is accepted from Town residents only, via valid identification or other means. No commercially generated waste or Contractor-Generated Waste shall be accepted.

(f) The Contractor is solely responsible for complying with all local, State, and Federal regulations regarding packaging, recycling, manufacturing, and transporting E-Waste and HHW, including any and all requirements mandated by federally permitted facilities.

(g) Upon acceptance of HHW and E-Waste at the HHW Collection Event, the Contractor shall bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials.

(h) At least sixty (60) calendar days prior to the first HHW Collection Event, the Contractor shall provide the Town with an Operations Plan detailing the following:

- Number of staff personnel and minimum level of training of such staff. Drop-Off HHW Site Manager shall receive training in accordance with OSHA 29 CFR §1910.120.
- List of onsite equipment.
- Set up of site, including traffic control, ingress and egress, and restricted areas.
- Methodology detailing how materials will be received and logged and a sample log sheet.
- Methodology detailing how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the HHW Collection Event site to final disposal/recycling facilities.
- Site safety, chemical containment, and spill containment plans.

The Operations Plan is subject to approval by Administrator.

(i) Within thirty (30) days of the Commencement Date, the Contractor shall provide documentation of end markets for all HHW and E-Waste. Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates, and signatures; or (3) sworn affidavit from Contractor on Contractor letterhead. Such documentation shall specify the materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). The Contractor shall keep this information current throughout the term of the Agreement. Should the environmental or regulatory compliance record of an end market warrant, the Town reserves the right to require the Contractor to change end markets.

(j) The Contractor and the Town agree that changes to Section 11(F) can be made by mutual written agreement of the parties.

## SECTION 12. RESIDENTIAL RATES AND BILLING

A. Customer Billing. The Town shall be responsible for the billing and collection of payments for Residential Collection Service including billing and collection of payment for Residential Customers requesting and receiving an Additional Solid Waste Cart. Any resident desiring an Additional Solid Waste Cart shall be charged a flat fee, as determined necessary by the Town, which shall not be prorated. Residential Customers shall remit payment prior to receiving an Additional Solid Waste Cart, and prior to services being rendered. Failure by a Residential Customer to remit payment for an additional calendar year shall result in the immediate removal of the Additional Solid Waste Cart by Contractor. The Contractor shall be responsible for directly billing Residential Service Units for providing Excess Bulk Waste and all other Special Collection Services as specified in Section 5.D of this Agreement.

B. Contractor Invoicing. The Contractor shall invoice the Town for Residential Collection Services rendered under this Agreement no later than the tenth (10<sup>th</sup>) day of the month following the month such services were rendered. The Town shall review the invoice and pay all undisputed portions of the invoice within thirty (30) days of receipt of the invoice. The monthly invoice from and payment to the Contractor shall be the Residential Service Unit count times the monthly residential Rate as shown in Exhibit 1, attached hereto, and included herein. In the event that the Town decides to pay the Contractor utilizing P-card, the Town shall meet with Contractor in good faith to come to mutually agreeable terms regarding administrative charges and potential discounts for prompt payment.

C. Residential Service Unit Count. No later than April 15, 2023, and September 15 of each subsequent Operating Year, the Town will notify the Contractor of the new Residential Service Unit count that will become effective on October 1 of the upcoming Operating Year. In the event the Contractor does not agree with the Residential Service Unit count provided by the Town by more than five percent (5%), the Contractor may request that the Town and the Contractor perform a joint physical count of the Residential Service Units in the Service Area. Except as set forth below, no adjustments will be made to the Residential Service Unit count during an Operating Year to account for Residential Service Units that come on or go off Residential Collection Service on a monthly basis. The unit count for the initial year of the Agreement shall be the count as contained in the solid waste non-ad valorem assessment roll as currently maintained by the Broward County Property Appraiser.

D. Service Rates. The Town shall initially pay the Contractor for Residential Collection Service in accordance with the rates and generation factors established in Exhibit 1, attached hereto, and included

herein. The initial service Rate, including the Collection components and the disposal or processing components for each Residential Collection Service, shall not be adjusted through September 30, 2023.

E. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted October 1, 2023, and annually thereafter each Operating Year as described in Sections 11.F and 11.G below. Beginning on October 1, 2024, rates for Residential Collection Service may also be adjusted per 11.H below. All Rate adjustments shall be reduced to writing and signed by the Contractor representative identified in Section 28 and the Town Administrator. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to approve any Rate adjustment in accordance with the terms of this Agreement, then such failure is an event of default.

F. Collection Component Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index as described below.

(1) Subject to the conditions herein, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the portions of Rates indicated in Exhibits 1 and 2 shall be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2024, the relevant period will be April 2023 through April 2024. for the twelve (12) month period.

(2) The percentage change in the CPI shall be calculated by the Administrator using the following formula:

$$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent April (e.g., 2024)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., 2023)

(3) The rates as adjusted for the CPI Index shall be rounded to the nearest penny. Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed six percent (6%) and there shall be no "catch up" adjustment 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 six percent (6%) "cap" in a year when the CPI adjustment would exceed six percent (6%), but for the six percent (6%) limitation contained herein).

(4) Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator during May of the then current Operating Year to become effective on October 1st

in the year of request. If the Contractor fails to make a timely request for a CPI adjustment, there shall be no CPI increase in the Rates on October 1 of the next Operating Year. Further, there shall be no "catch up" adjustment to the Rates in future years to off-set or mitigate the effect of failing to request the adjustment. The foregoing provisions in this paragraph only apply to CPI adjustments that increase the Rates.

(5) In all cases, the CPI adjustment, as calculated by the Administrator, shall occur if the CPI adjustment will reduce the Rates.

(6) If the Administrator concludes, based on the requirements herein, that there shall be a CPI adjustment on October 1 of the next Operating Year, the Administrator shall promptly provide notice to the Contractor concerning the CPI adjustment. The Administrator also shall provide the Contractor with the Administrator's calculations concerning the amount of the CPI adjustment. The Contractor shall notify the Administrator within ten (10) Work Days if the Contractor disagrees with the Administrator's determination or calculations.

(7) Exhibit 6 contains sample calculations that demonstrate how the CPI adjustments will be calculated under hypothetical circumstances.

(8) If the CPI is discontinued or substantially altered, the Town may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

G. Disposal or Processing Component Adjustment. The Disposal Component or Processing Component, as applicable, of the Rates for Collection Service is not subject to a CPI adjustment but shall be adjusted to reflect any changes in the Tipping Fee at the Designated Facilities or other approved facility(ies). The Contractor shall notify the Town at least sixty (60) days prior to a change in the Tipping Fees at Designated Facilities or otherwise approved facilities, on or before July 1<sup>st</sup> of each Operating Year. The Disposal Component or Processing Component shall be adjusted to reflect changes in Tipping Fees once per year at the same time the CPI adjustment is calculated for the Collection Component of the Rates. The Contractor shall provide its Commercial Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the Administrator. The Town shall calculate the amount of the Rate adjustment by using the Generation Factors and formulas provided in Exhibits 1 and 2. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to financially satisfy the Rate adjustment to the Disposal Component or Processing Component to reflect changes in Tipping Fees in accordance with the terms of this Agreement, then such failure is an event of default.

H. True Up/ Generation Factor Adjustments. The generation factors specified in Exhibit 1 that are used to calculate the disposal or processing components of the Residential Service Unit rates may be adjusted once per year during the term of this Agreement beginning October 1, 2024. The generation factors may be adjusted based on the average quantities of Solid Waste, Program Recyclables and Bulk Waste collected pursuant to this Agreement during twelve consecutive months beginning April 1<sup>st</sup> 2023 through March 31<sup>st</sup> 2024 and each April 1 through March 31 thereafter for the term of the Agreement, not including quantities collected as Excess Bulk Waste. The Contractor shall provide monthly documentation demonstrating the accuracy of the tonnage of Solid Waste, Program Recyclables and Bulk



Waste collected, as well as Excess Bulk Waste collected which shall be accounted for separately from Bulk Waste tonnages, in the Town during each Operating Year in accordance with Section 21.

For example, the calculation for Solid Waste is as follows: average of twelve consecutive months June 1 through May 31 of Solid Waste tonnage divided by total Residential Service Units:  $3,500 \text{ (tons)} \div 2,660 \text{ (units)} = 1.315 \text{ T/P/Y}$ . The disposal cost per unit is calculated by the generation factor multiplied by the disposal rate per ton then divided by 12 months.  $1.315 \text{ T/P/Y} \times \$76 \text{ (disposal rate)} = \$100.00 \div 12 \text{ (months)} = \$8.33 \text{ per unit per month}$ . At the commencement of services under the Agreement, annual Residential Service Unit base Solid Waste tons will be established at 3,500 tons per year, 2,660 total number of units, and \$76 per ton; Program Recyclables will be established at 957.6 tons per year and \$96 per ton; Bulk Waste will be established at 9,000 tons per year and \$54 per ton. At the end of each twelve month period (June 1 through May 31), the Town will calculate the actual generation factor and cost of disposal or processing for Residential Service Units. Any variance in the generation factors will trigger the True-Up process. If the actual generation factor is less than the established generation factor, the Contractor has been overpaid and therefore shall pay to the Town the difference between the initial generation factor and the actual generation factor. As an example:  $1.315 \text{ T/P/Y (initial)} - 1.0 \text{ T/P/Y (actual)} = 0.315 \times \$76 \text{ (disposal rate)} = \$23.94 \text{ (annual overpayment/unit)}$ ;  $\$23.94 \times 2,660 \text{ (units)} = \$63,680.40$  owed to the Town. Reimbursement for the overpayment shall be made to the Town by September 1st of that year. If the actual generation factor is more than the established generation factor, the Contractor has been underpaid and therefore the Town shall pay the difference between the initial generation factor and the actual generation factor. Reimbursement for the underpayment shall be made to the Contractor by September 1st of that year.

Notwithstanding the Contractor provided monthly reporting, the Town may elect to conduct its own waste management study. The generation factors determined by that study will be the factors used in the CONTRACT.

I. Agreement Preparation and Administration Expenses. Contractor understands and agrees that the cost of the proposal process is a part of the cost of providing Residential Collection Service and thus a responsibility of the Contractor, and even though such costs in the amount of forty-nine thousand six hundred eighty dollars (\$49,680) were initially expended by the Town, the expenditure was for the benefit of the Contractor. Accordingly, Contractor agrees that any and all monies due Contractor for the provision of services under this Agreement, up to an amount of forty-nine thousand six hundred eighty dollars (\$49,680), will be credited against the Contractor's monthly invoices, as follows, as reimbursement for these expenditures:

- (1) Five thousand dollars (\$5,000) will be credited against payment to the Contractor for the first month of service and will represent the Contractor's Franchise Permit Fee for the first Operating Year.
- (2) The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor's monthly invoices at one thousand (\$1,000) per month for forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45) month, beginning the second month of the Agreement term.

J. Franchise Permit Fee. With the exception of the initial year of this Agreement, the Contractor shall pay an annual Franchise Permit Fee of five-thousand dollars (\$5,000) to the Town due on October 1st of each Operating Year.

**SECTION 13. COMMERCIAL RATES AND BILLING**

A. Billing. The Contractor shall be responsible for the billing and collection of payments for all Commercial Collection Service. The Town shall not be held liable for Contractor's failure to bill or collect for Commercial Collection Service. The Contractor shall always be liable to the Town for any Franchise Fee that should be collected and remitted to the Town.

B. Franchise Fee. By the twentieth (20<sup>th</sup>) day of each month, the Contractor shall remit a franchise fee to the Town equal to ten percent (10%) of the Contractor's gross receipts for Commercial Collection Service during the previous month. With such remittance, the Contractor shall provide documentation of the total amount of gross receipts and ten percent (10%) franchise fee for Commercial Collection Service during the previous month.

C. Service Rates. The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 2, attached hereto, and included herein. The initial service rates shall not be adjusted through September 30, 2023.

D. Service Rate Adjustment. The rates for Commercial Collection Service shall be adjusted October 1, 2023, and annually thereafter each Operating Year. All Rate adjustments shall be reduced to writing and signed by the Contractor representative identified in Section 28 and the Town Administrator. Rate adjustments are subject to Council approval in accordance with the Town's budget process and in accordance with the rate schedule; however, the Town acknowledges and agrees that if the Council fails to approve any Rate adjustment in accordance with the terms of this Agreement, then such failure is an event of default.

(1) Collection Component Adjustment. The collection component of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 12.F. In no event shall the annual collection component adjustment exceed five percent (5%) of the previous year's collection element of the service Rate.

(2) Disposal Component Adjustment. The Solid Waste disposal component of the Commercial service Rate shall be adjusted annually in a manner similar to that described in Section 12.G.

(3) Generation Factor Adjustment. The Solid Waste generation factors for Commercial service rates shall be adjusted in a manner similar to that described in Section 12.H.

**SECTION 14. CHANGE IN LAW**

The Contractor may petition the Town for an additional Rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the Rate adjustment. The Town may request from the Contractor such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the Town, the Town Administrator shall make a determination regarding the fairness of the request and shall make a recommendation to the Town Council at a regular meeting. Adjusted Rates shall become effective upon approval by the Town Council.

**SECTION 15. EXTRAORDINARY RATE ADJUSTMENT**

A. Once each Operating Year, before April 1, the Contractor may petition the Town Administrator for a Rate adjustment on the basis of extraordinary or unusual changes in the cost of its operations that could not reasonably be foreseen by a prudent Person. Contractor's petition shall contain a detailed justification for the Rate adjustment. Among other things, the Contractor's petition shall include an audited statement of Contractor's historical and current expenses, demonstrating that Contractor has incurred an extraordinary increase in Contractor's costs due to factors beyond the Contractor's control, which have occurred through no fault or negligence of the Contractor. The audited statement shall be prepared by a certified public accountant that is licensed in the State of Florida and not an employee of the Contractor or its affiliates. At its expense, the Town may audit the Contractor's records to evaluate the Contractor's request. The Town Administrator may request, and upon request, the Contractor shall provide, all of the information that is reasonably necessary for the Town Administrator to evaluate the Contractor's petition. After receiving the requested information, the Town Administrator shall place the Contractor's petition and the Town Administrator's recommendations on the agenda for one of the Council's public meetings. The Contractor shall be given a reasonable opportunity at the Council's meeting to explain the basis for its petition.

B. The Council shall grant, grant in part, or deny the Contractor's request in a timely manner. The Council may deny the Contractor's request for any reason the Council deems appropriate. The Council's decision shall be final and non-appealable.

C. If the Contractor's request is granted in whole or in part, the Council shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase to have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Town Administrator shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The Town Administrator may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted, or to an appropriate intermediate level, unless the Contractor demonstrates that the Town should continue to pay the extraordinary Rate increase. The Town Administrator shall provide advance notice and a reasonable opportunity for the Contractor to be heard before the Town Administrator reduces the Contractor's rates. Any decision by the Town Administrator to reduce the Contractor's Rates may be appealed to the Council.

**SECTION 16. CONTRACTOR'S PERSONNEL**

A. The Contractor shall assign District Manager and a Field Supervisor (or other employees with similar job titles and responsibilities) to be in charge of the operations within the Service Area and shall provide the names of these employees in writing to the Administrator annually and any other time the persons in these positions change. The Field Supervisor shall be available to the Town through the use of telecommunications equipment at all times that the Contractor is providing Collection Service and shall be available onsite within two (2) hours of request by the Administrator.

B. The Contractor shall employ and assign qualified personnel to perform all services set forth herein. The Contractor shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

- C. The Town may request the transfer of any employee of the Contractor who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- D. Contractor's employees shall be required to wear a clean uniform shirt bearing the Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual identification such as a name tag or identification card.
- E. Each driver of a Collection vehicle shall at all times carry a valid Florida driver's license and all other required licenses for the type of vehicle that is being operated.
- F. Contractor's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the Town. The Contractor's name and office telephone number shall be properly displayed on all Collection vehicles.

#### **SECTION 17. SPILLAGE AND LITTER**

- A. The Contractor shall not litter any premises in the process of providing Residential Collection Service or Commercial Collection Service. The Contractor shall exercise all reasonable care and diligence in providing Collection services so as to prevent spilling or dropping of Solid Waste, Bulk Waste, or Program Recyclables during Collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste, Bulk Waste, or Program Recyclables. The Contractor shall transport all Solid Waste, Bulk Waste, and Program Recyclables in such a manner as to prevent the spilling or blowing from the Contractor's vehicle.
- B. Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, Contractor shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. Contractor shall provide the Town with a daily report of any such leakage, the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

#### **SECTION 18. COLLECTION EQUIPMENT**

- A. The Contractor shall have on hand at all times, in good working order, such collection equipment as shall permit the Contractor to adequately and efficiently perform the duties specified in this Agreement. Any proposed change in the collection system being used by the Contractor during the Agreement period shall be submitted in writing by the Contractor to the Administrator.
- B. Collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Bulk Waste, and Program Recyclables covered by this Agreement, and transport such materials to the Designated Facilities in a manner such that no collected materials can be blown or fall from the vehicle during transport. The Contractor may utilize open-bed vehicles in the provision of Bulk Waste Collection; however, the vehicles must contain the Bulk Waste so that no material is spilled, leaked, or blown from the vehicle, and the vehicle must be covered with a securely fastened tarp during transport.
- C. Each collection vehicle shall be equipped at all times with: (a) all safety supplies, equipment, and first aid supplies required by applicable laws; (b) a fire extinguisher; (c) a heavy-duty broom, a rake, and a

large dustpan; (d) a spill response kit; (e) an audible back-up warning device; and (f) back-up cameras. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Franchisee's collection vehicles.

D. All equipment shall be kept well painted, shall clearly display, and shall only display Contractor's name, telephone number, and the materials being collected in the vehicle for Residential Solid Waste and Residential Program Recyclables; and shall be maintained in good repair, appearance, and sanitary, clean condition in order to meet community standards of appearance at all times. If the Contractor intends to use the same vehicles to collect Solid Waste and Program Recyclables, a magnet sign on the vehicle to indicate which Collection Service is being provided will suffice to satisfy the requirement to display which Residential Collection Service is being conducted (i.e., Solid Waste or Program Recyclables). All collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. The Town reserves the right, at its discretion, to require a vehicle be taken out of service for habitual leakage of oil, hydraulic fluid, or other liquids or other maintenance issues. Such vehicle shall not be placed back into service until and unless the Town is able to verify that the necessary repairs have been made.

E. The Contractor shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

#### **SECTION 19. OFFICE**

A. The Contractor shall maintain an office, located within the tri-county area of Broward, Miami-Dade, and Palm Beach, where complaints can be received, and which provides toll-free telephone access for Customers living in the Town. Such office shall be equipped with sufficient telephones, shall have responsible persons in charge, and shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday on those days that the Contractor provides Collection Service and on Saturday from 8:00 a.m. to 1:00 p.m., as applicable. The Contractor shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed. Messages left on the answering service or mechanical device shall be responded to on the next Work Day.

B. The Contractor shall provide the Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.

#### **SECTION 20. SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE**

A. All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints shall be handled by the Contractor in a prompt and efficient manner. In the case of a dispute between a Contractor and a customer, the matter will be reviewed, and a decision made by the Administrator.

B. The Contractor will maintain a written record of all calls it receives regarding services provided pursuant to this Agreement, including but not limited to inquiries, missed Collections, and complaints (Call Log). Contractor shall use a standard form for the Call Log, as approved by the Administrator, to record the pertinent facts of each call, including but not limited to date and time of call; name, address, and telephone number of person calling; reason for the call; action taken by Contractor; and date and time any issue was resolved. Contractor shall keep this Call Log up to date. By the end of each Work Day, the

Contractor shall e-mail to the Administrator the Call Log for all calls received during that Work Day or since the previous Call Log was submitted.

C. For those complaints related to missed Collections, Contractor shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by 12:00 p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after 12:00 p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials by noon of the following Work Day.

D. For those complaints related to repair or replacement of Carts, the appropriate subsections of Section 6 of this Agreement shall apply.

E. By noon on the first Work Day of each week, the Contractor shall e-mail to the Administrator a report of those complaints, related to Collection, that were not resolved in the manner set forth in Subsection C above. This weekly report shall include all information specified in Subsection B above, as well as the status of the disposition of the complaint.

F. The Contractor shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Residential Collection Service or Commercial Collection Service and caused by the Contractor or the Contractor's representative. Within twenty-four (24) hours of occurrence, the Contractor shall provide the Administrator with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the Contractor. The Contractor shall promptly repair any such legitimate damage claim at its sole expense and within a two (2) day period of time as approved by the Administrator. Upon the request of the Contractor, the Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the Contractor.

G. By the end of the first Work Day of each month, the Contractor shall e-mail to the Administrator a report on any unresolved complaint involving a claim of damage to public or private property as a result of actions of the Contractor's employees, agents, or subcontractors. This monthly report shall include the name, address and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint.

H. Contractor agrees that it is in the best interest of the Town that all Residential Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above regardless of the reason that the Collection was missed. However, in the event the Contractor does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, as may be the case for (i) a Residential Service Unit's failure to place Carts at the curbside by 7:00 a.m.; (ii) a non-collection notice was left on the Container in accordance with Section 7, Contractor shall immediately notify the Administrator in writing. The Administrator will investigate all disputed complaints and render a final and binding decision.

I. The Contractor and Town agree that changes to procedures in Section 20 can be made by mutual written agreement of the parties.

**SECTION 21. RECORDKEEPING AND REPORTING**

A. The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." Contractor acknowledges the public shall have access at all reasonable times to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

B. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of this Agreement, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

C. Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this Agreement and, upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.

D. Upon completion of the Agreement, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

E. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Agreement by Town.

F. The Contractor shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Program Recyclables recycled; Excess Bulk Waste collected, and Commercial Solid Waste disposed. Such records shall be kept separate and apart from all other records maintained by the Contractor.

G. The Contractor shall file and keep current with the Town all documents and reports required by this Agreement. All documents and reports submitted to the Town by the Contractor shall be fully transparent. Contractor shall provide additional information as requested by the Administrator to comply with such requirement for transparency.

H. By the date specified in the Town-approved Transition Plan, Contractor shall electronically transmit to the Administrator the completed and current Residential Service Unit list that has been revised

to incorporate the Cart asset management database meeting the requirements of Section 6.E. At a minimum, the database shall include all information initially provided by the Town, (parcel folio number, address, and number of Residential Service Units on the parcel) and all information specified in Section 6.E (routes on which customer is serviced; size and serial number of Solid Waste (if applicable) and Recycling Carts; size and serial number of all extra Solid Waste and Recycling Carts; work order number, date, status, and any extra service fees billed by the Contractor for any deliveries, removals, exchanges, repairs, warranty recovery, and any other information necessary to manage cart assets).

I. At the end of each Work Day or in no event later than 9:00 a.m. the next Work Day, the Contractor shall electronically submit the following to the Administrator, in a format approved by the Administrator:

- (1) Call Log for all calls received since the previous report, including how such calls were resolved.
- (2) Record of Residential Service Units that placed more than the twelve (12) cubic yard limit of Bulk Waste curbside for Collection during that Work Day.
- (3) Record of any other non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.
- (4) Full explanation of any complaint involving a claim of damage to public or private property as a result of actions of the Contractor that occurred within the last twenty-four (24) hours.
- (5) Full explanation of any occurrences of leakage of fluids from a collection vehicle within the last twenty-four (24) hours, including the location of such leakage, the vehicle at issue, and the remediation measures used to correct same.

J. By noon on the first Work Day of each week, the Contractor shall e-mail to the Administrator a report of Collection complaints that were not resolved as required by Section 20.E.

K. Prior to the fifteenth (15th) calendar day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Administrator, in a format approved by the Administrator. The report shall contain the following information:

- (1) Tonnage of Residential Solid Waste, Residential Bulk Trash, Residential Yard Trash, and Commercial Solid Waste disposed during the previous month. At the Administrator's request, Contractor shall provide documentation, in the form of scalehouse tickets, of the tonnage of Residential Solid Waste and Residential Bulk Waste that is disposed each month.
- (2) Tonnage of Residential Bulk Trash, Residential Yard Trash, and Residential Program Recyclables recycled during the previous month.
- (3) List of all Residential Service Units charged for Special Waste Collection, including Bulk Waste in excess of twelve (12) cubic yards per set-out, during the previous month. The list shall include the customer's name and address, date service was provided, service that was provided including number of cubic yards, and fee that was charged. In addition, to the extent possible, Contractor shall maintain separate tonnage data regarding Excess Bulk Waste.



(4) Updated Cart asset management database, as well as the number of new, replacement, or additional Solid Waste Carts and Recycling Carts distributed during the previous month, the date each was requested, and the date each Cart was delivered.

(5) List of Commercial Customers receiving Commercial Solid Waste Collection Service the previous month, including each customer's name and address, size and number of Containers, frequency of Collection, and amount billed.

(6) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.

L. Prior to September 15th of each year during the term of this Agreement, the Contractor shall ensure and certify to the Town that all required documents are current and on file with the Town. Such documents include, but are not limited to, certificates of insurance, performance bond, route schedules and maps.

M. In addition to any other requirements of this Agreement, the Contractor shall be required to provide statistical and other pertinent information pertaining to Residential Collection Service or Commercial Collection Service as may be requested by the Town to monitor compliance with this Agreement or to comply with the provisions of Section 403, F.S., as amended, other pertinent laws and regulations, or any interlocal agreements the Town has or may enter into during the term of this Agreement.

N. The Contractor shall mark any information it considers confidential, proprietary, or privileged as such and the Town will treat such information accordingly as provided for in Chapter 119, Florida Statutes. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Town's custodian of public records, Russell Muniz, at (954) 434-0008.

O. The Contractor and the Town agree that changes to procedures in Section 21 can be made by mutual written agreement of the parties.

## **SECTION 22. LIQUIDATED DAMAGES**

A. It is the intent of the Town to ensure that the Contractor provides a quality level of Residential Collection Service and Commercial Collection Service. The Town and Contractor acknowledge and agree that it is impossible to precisely determine the dollar amount of damages that would be incurred by the Town due to service failures or circumstances described in this Section for which the Contractor would otherwise be liable. Accordingly, the Town has determined terms and amounts of liquidated damages set forth herein, and the parties agree that the liquidated damages are reasonable under the circumstances. Therefore, the following shall constitute liquidated damages, not penalties, that the Town may assess against the Contractor for failing to comply with requirements of this Agreement, time being of the essence. It is hereby agreed that the Town may deduct from any monies due, or which may become due to the Contractor, such assessed liquidated damages in the following amounts:

|    |   |   |
|----|---|---|
| A. | Failure to submit a Transition Plan within thirty (30) days of Agreement execution or to revise the Transition Plan within five (5) Work Days of notification by the Administrator without prior approval of the Administrator for such delay in submittal. | \$1,000.00 per day past the due date  |
| B. | Failure to meet the schedule outlined in the Town approved Transition Plan without prior approval of the Administrator for such delay.  | \$250.00 per incident per day past the due date   |
| C. | Failure or neglect to resolve each valid complaint, including missed Collection, in the timeframe specified herein.   | \$250.00 per unresolved complaint or missed Collection per Residential Service Unit                                     |
| D. | Failure to repair damage to public or private property determined caused by the Contractor or its personnel within the timeframe approved by the Administrator.   | \$1,000.00 per incident per day, after the initial 48 hours or alternate timeframe approved in writing by Administrator |
| E. | Mixing of materials in violation of Section 5. E.   | \$1,000.00 per occurrence   |
| F. | Failure to comply with hours and days of operation specified herein.  | \$250.00 per occurrence   |
| G. | Changing Collection routes without proper notification.   | \$1,000.00 per incident per day   |
| H. | Failure to distribute Solid Waste Roll Carts by date specified in Transition Plan unless otherwise approved by the Administrator.   | \$100.00 per Cart per day past due date   |
| I. | Failure to repair, replace, exchange, or deliver a Cart within the required timeframe.  | \$100.00 per Roll Cart per day past due date  |
| J. | Failure to provide a completed Cart asset management database and to keep such database up to date as specified in Section 6. E.  | \$500.00 per day past due date  |
| K. | Failure to leave a Non-Collection Notice explaining why all material was not collected.   | \$100.00 per occurrence   |
| L. | Failure to deliver all Residential Solid Waste and Commercial Solid Waste to the Designated Disposal Facility.  | \$1,000.00 per incident   |
| M. | Failure to deliver all Residential Program Recyclables to the Designated MRF.   | \$1,000.00 per incident   |

|    |  |  |
|----|--|--|
| N. | Failure to prepare and distribute Town-approved public education materials in the timeframe specified.   | \$100.00 per Residential Service Unit per day past due date                      |
| O. | Failure to remit the annual and monthly Franchise Fees to the Town in the timeframe specified.   | \$500.00 per day past due date   |
| P. | Failure to have a vehicle operator properly licensed.  | \$1,000.00 per vehicle per day   |
| Q. | Failure to clean up spillage, leakage, or excessive blowing debris with the timeframe specified.   | \$1,500.00 per incident per day  |
| R. | Failure to provide sufficient and properly maintained vehicles and equipment.  | \$1,000.00 per vehicle per day   |
| S. | Failure to submit to the Town all plans, reports, record, or other documents in the time required under the provisions of this Agreement, unless otherwise approved by the Administrator.  | \$250.00 per document not submitted per occurrence                               |
| T. | Failure or neglect to complete more than 95 percent of a route (number of missed pickups must be less than 5 percent of total customers on that daily route to be considered more than 95 percent complete) on the regularly scheduled Collection day without justifiable cause (a cause that is beyond the control of the Contractor) or prior approval by the Administrator. | \$250.00 per Residential Service Unit not collected per day past Collection date |

The Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Agreement. The Administrator shall notify the Contractor in writing of the liquidated damages assessed within sixty (60) days of the occurrence and the basis for each assessment. In the event the Contractor wishes to contest such assessment, within five (5) Work Days of receipt of written notice, Contractor shall request in writing a meeting with the Town Administrator to resolve the issue. The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims within five (5) Work Days of such meeting. The Town Administrator's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the Town Administrator shall be deducted from the Town's next monthly payment to the Contractor.

## **SECTION 23. EMERGENCY SERVICE PROVISIONS**

A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event in which a state of emergency has not been issued, the Administrator may grant the Contractor a variance from regular routes and schedules. Such variance from regular routes and schedule to ensure the safety of the Contractor's employees and members of the community shall not be unreasonably denied by the Town.

However, Contractor shall make its best effort to resume regular Collection service as soon as possible. As soon as practicable after such event, the Contractor shall advise the Administrator when it is anticipated that normal routes and schedules can be resumed. The Administrator shall make an effort through the local news media to inform the public when regular Collection services may be resumed.

B. The clean-up from some non-declared events may require that the Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The Contractor shall receive additional compensation, above the normal compensation contained in this Agreement, to cover documented costs provided the Contractor has first secured written authorization and approval from the Town through the Administrator. The Contractor shall substantiate such additional costs for labor, equipment, transportation, and/or disposal in writing. The Town shall have the right to audit such costs.

C. The Contractor may provide the Town with a separate disaster cleanup agreement, as requested by the Town, with specified rates at the commencement of each Operating Year. The Town reserves the right to hire additional hauling contractors for debris removal operations after it is determined by the Administrator that additional services are needed and after notice to the Contractor.

#### **SECTION 24. PERFORMANCE BOND**

Prior to commencing services, the Contractor shall furnish to the Town, and keep current for the full duration of the Agreement and any renewal, a Performance Bond for the faithful performance of this Agreement and all obligations arising hereunder in the amount of one million five hundred thousand dollars (\$1,500,000.00). It shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A. M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States; and in a form acceptable to the Town.

#### **SECTION 25. INSURANCE**

A. The Contractor shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance and comprehensive general liability insurance as stated below. The Contractor shall also name the Town as an additional insured to Contractor's comprehensive general liability insurance policy, and shall provide the Town with annual Accords documenting both insurance coverages and that the Town has been named as an additional insured on the comprehensive general liability insurance policy and as a certificate holder for all other forms of insurance and setting forth the minimum insurance standards set forth below:

(1) Worker's Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor's employees.

(2) Comprehensive General Liability Insurance, including contractual, with minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The Town is to be included and named as an "additional insured" with respect to any claims arising out of this Agreement.

(3) Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage.

The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

(4) Pollution Remediation and Legal Liability: Contractor shall maintain Pollution Legal Liability and Remediation Insurance at a minimum limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. The Contractor agrees the policy shall include a minimum three (3) year supplemental extended reporting period, and a retroactive date that equals or precedes the effective date of the Agreement, or the performance of Collection Services hereunder. This coverage may be provided on a per-project basis.

(5) Umbrella or Excess Liability. Contractor shall maintain Umbrella or Excess Liability at a limit of liability not less than \$5,000,000 Each Occurrence / \$5,000,000 Aggregate. Contractor shall include each required policy herein, other than Pollution Remediation and Legal Liability, as an underlying policy on the Umbrella or Excess Liability. Contractor shall endorse the Town as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Following-Form" basis. This liability may be satisfied by multiple layers of Excess coverage lines.

B. UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO Town COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED CERTIFICATE HOLDER, AS APPLICABLE, WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THIS CONTRACT.

C. The Contractor shall not commence operations, and/or labor to complete any of the work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage has been received and approved by the Town.

D. Insurance policies and coverages shall not be affected by any other policy of insurance which the Town may carry in its own name.

E. Contractor's insurance policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches  
Andrew D. Berns, Town Administrator  
13400 Griffin Road  
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.  
Government Law Group, PLLC  
200 South Andrews Avenue, Suite 601  
Fort Lauderdale, Florida 33301

F. All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.

G. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

H. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which Town is named as an additional insured shall not apply to Town. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.

I. If any of Contractor's initial insurance expires prior to the completion of the term of this Agreement, renewal copies of policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

J. The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.

K. Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

## **SECTION 26. INDEMNIFICATION OF TOWN**

A. Contractor shall indemnify, defend, and hold harmless Town, Town's contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the Contractor, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), caused by the breach of this Agreement, violation of applicable law, and the negligent acts or omissions of the Contractor in the performance of this Agreement. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease, or death and to injury or destruction of tangible property.

B. Contractor further agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against Town, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent rights or for the infringement of any and all copyrights or patent claimed by any person, firm, or corporation.

C. Contractor agrees, at Contractor's expense, after written notice from the Town, to defend any action against the Town that falls within the scope of this indemnity as set forth above in Subsections A and B, or the Town, at the Town's option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by Contractor. Additionally, if Contractor, after receipt of written notice from the Town, fails to make any payment due under this Agreement to the Town or fails to perform any obligation required by this Agreement, Contractor shall pay any reasonable attorneys' fees and costs incurred by the Town in securing any such payment from Contractor, or any reasonable attorneys' fees and costs incurred in the enforcement of this indemnity, or both. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Contractor from the Town that such amount is due, be made by Contractor prior to the Town being required to pay same, or in the alternative, the Town, at the Town's option, may make payment of an amount so due and Contractor shall promptly reimburse the Town for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by Contractor of written notice from the Town that such payment is past due at least twenty (20) days .

D. It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and responsibilities contained in this Agreement.

E. The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must be also complied with as set forth in Section 25.

F. The Contractor shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsections in which contract the subcontractor fully indemnifies the Town in accordance with this Agreement.

#### **SECTION 27. POINT OF CONTACT**

The day-to-day dealings between the Contractor and the Town shall be between the Contractor and the Town Administrator or designee.

#### **SECTION 28. NOTICE**

Except as provided herein, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, or by email, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

As to the Town:

Andrew D. Berns, Town Administrator  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Email: [aberns@southwestranches.org](mailto:aberns@southwestranches.org)

With a copy to:

Keith M. Poliakoff, J.D., Town Attorney  
Government Law Group, PLLC.  
200 South Andrews Avenue, Suite 601  
Fort Lauderdale, Florida 33301  
Email: [kpoliakoff@govlawgroup.com](mailto:kpoliakoff@govlawgroup.com)

As to the Contractor:

David Myhan  
President  
Waste Management Inc. of Florida  
1800 N. Military Trail, Suite 201  
Boca Raton, FL 33431

With a copy to:

Barbara Herrera  
Government Affairs Manager  
Waste Management Inc. of Florida  
1800 N. Military Trail, Suite 201  
Boca Raton, FL 33431

Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time-to-time by written notice. Electronic transmission is acceptable notice, effective when received; however, electronic transmissions received (i.e., printed) after 4:30 p.m. or on weekends or Holidays, will be deemed received on the next business day. The original of items that are transmitted electronically must also be mailed as required herein.

## SECTION 29. BREACH AND TERMINATION OF AGREEMENT

A. Termination by Either Party for Cause. Subject to the other provisions contained herein, either Party may terminate this Agreement if the other Party fails to perform any of its material obligations hereunder. A default by Contractor shall include, but not be limited to, the following:

- (1) Refusing to comply with any lawful order of the Town Administrator.
- (2) Failing to begin work within the time specified in this Agreement.
- (3) Discontinuing operations without prior authorization from the Administrator.
- (4) Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Work Days, after being notified to do so.
- (5) Failing to obey any Applicable Law.
- (6) Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Program Recyclables or Bulk Waste collected within the Service Area, except when such actions are explicitly authorized herein.



- (7) Failing to deliver Solid Waste, Program Recyclables, and Bulk Waste collected in the Service Area to the Designated Facilities.
- (8) Failing to pay, or circumventing the payment of, any tipping fee that the Contractor is obligated to pay to the Designated Facilities or other authorized facility pursuant to this Agreement.
- (9) Failing to comply with the procedures in the Contractor's Transition Plan.
- (10) Failing to obtain or continuously maintain insurance policies in the manner required herein.
- (11) Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement.
- (12) Failing to provide or continuously maintain the Performance Bond required pursuant to this Agreement.
- (13) A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect.

B. Before a Party may terminate this Agreement pursuant to this Section, the non-defaulting Party shall give written notice to the other Party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting Party. The notice shall inform the defaulting Party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting Party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the defaulting Party may request an extension of the cure. In such circumstances, the defaulting Party shall submit its written request to the non-defaulting Party, explaining in detail why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the defaulting Party's request is reasonable, as determined by the Town Administrator in cases where the defaulting Party is the Contractor, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting Party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting Party fails to cure the default within the cure period, the non-defaulting Party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting Party. Upon termination, the non-defaulting Party may cure the default at the expense of the defaulting Party and have recourse to any other right or remedy to which the non-defaulting Party may be entitled under this Agreement, at law, or in equity.

C. Notwithstanding anything else contained herein, each of the events described in this Section 29.C. items 1 through 8, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting Party gives notice to the defaulting Party or at such other time designated by the non-defaulting Party.

- (1) Voluntary Bankruptcy
- (2) Written admission by a Party that it is bankrupt; or filing by a Party of a voluntary petition under the Federal Bankruptcy Act; or consent by a Party to the court appointment of a receiver or trustee for all or a substantial portion of its property or business; or the making of any

arrangement by a Party with, or for the benefit of, its creditors or assigning to a trustee, receiver, or similar functionary (regardless of how designated) all or a substantial portion of a Party's property or business; or by becoming insolvent.

(3) Involuntary Bankruptcy

(4) Final adjudication of a Party as bankrupt under the Federal Bankruptcy Act.

(5) Public Entity Crime

(6) The Contractor is placed on a convicted vendor list following a conviction for a public entity crime; or

(7) Fraud

(8) The Contractor commits an act or omission constituting fraud, gross negligence, misfeasance, or willful malfeasance toward the Town.

D. Habitual Violations. If the Contractor frequently, regularly, or repetitively fails to comply with its material obligations and requirements under this Agreement, the Town may conclude that the Contractor is a "habitual violator," regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance. In such circumstances, the Contractor shall forfeit the right to receive any further notice or grace period to cure its failures of performance, and all of the prior defaults under this Agreement shall be considered cumulative and collectively shall constitute a condition of irredeemable default. If the Town concludes the Contractor is a habitual violator, the Town shall issue a final warning to the Contractor, citing the grounds for the warning, and any single default by the Contractor thereafter shall be grounds for immediate termination of this Agreement. If any subsequent default occurs, the Council may terminate this Agreement after giving written notice to the Contractor. The termination shall be effective upon the date designated by the Council.

E. Interim Operations. In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to six (6) additional Operating Months if requested to do so by the Town. The Contractor shall be paid for its services during said interim period at the Rates authorized under this Agreement in effect prior to issuance of the notice of termination.

F. Notwithstanding anything else contained herein, the Town may hire an alternate Person to provide Collection Services in the Town if the Contractor fails to provide Collection Service for a period of two (2) consecutive Work Days, except in circumstances involving Force Majeure. The Town's interim service provider shall continue to provide Collection Service until the Contractor demonstrates to the Town's satisfaction that the Contractor is able to resume work in compliance with the requirements in this Agreement. However, if the Contractor is unable for any reason to resume performance within thirty (30) calendar days, the Town may terminate this Agreement, effective as of the date designated by the Town. The Contractor shall reimburse the Town for any and all reasonable costs incurred by the Town related to or arising from the use of an alternate Person to provide Collection Service.

G. Effect of Termination. If this Agreement is terminated pursuant to the provisions of this Section, neither the Town nor the Contractor shall have any further duty, right, liability, or obligation under this

Agreement, except that: (a) a Party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the Town shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the Town, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the Town all reports concerning the Contractor's activities through the end of the Operating Month in which termination occurs; (d) at a minimum, the provisions of Section 26 (Indemnification) shall survive and remain in effect for seven (7) years after the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a Party subsequent to the termination of this Agreement shall remain enforceable against such Party subsequent to such termination.

#### **SECTION 30. MODIFICATIONS TO THE AGREEMENT**

The Town and the Contractor understand and agree that the Florida Legislature has the authority to make changes in Solid Waste Management legislation and that changes in law may mandate certain changes to this Agreement. Should such changes materially alter the obligations of the Contractor, then the Collection charges established in the Exhibits to this Agreement shall be adjusted accordingly. When such modifications are made to this Agreement, the Town and the Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required. If an agreement cannot be reached, this Agreement shall terminate upon one hundred and eighty (180) days of a declared impasse by either party.

#### **SECTION 31. PERMITS AND LICENSES**

The Contractor shall obtain, at its own expense, all permits, and licenses required by law or ordinance and maintain same in full force and effect for the term of this Agreement and all renewals thereof, and shall, prior to execution of the Agreement, provide copies of those permits and licenses to the Town, and within fifteen (15) days of receipt.

#### **SECTION 32. INDEPENDENCE OF CONTRACT**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto or as constituting the Contractor as an agent, representative or employee of the Town for any purpose whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement.

#### **SECTION 33. FORCE MAJEURE**

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding

anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from performance under this Agreement for, events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance, or other expenses of performing the services hereunder.

#### **SECTION 34. EMPLOYEE STATUS**

Persons employed by the Contractor in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the Town's officers and employees either by operation of law or by the Town.

#### **SECTION 35. EQUAL OPPORTUNITY EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex, or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor shall comply with all federal, state and Town laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act ("ADA") and the South Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the Town reserves the right to verify the Contractor's compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

#### **SECTION 36. MEDIATION**

In addition to any other remedy provided by law, the Town may agree to use arbitration or mediation to resolve any controversy or claim arising out of or relating to this Agreement. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is agreed to by both parties in writing, such controversy or claim shall be submitted to arbitrators selected from the National Panel of The American Arbitration Association.

**SECTION 37. RIGHT TO REQUIRE PERFORMANCE**

The failure of the Town at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the Town thereafter to enforce same, nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**SECTION 38. GOVERNING LAW**

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 39. CONSENT TO JURISDICTION**

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Agreement shall be with the State Courts of Florida, and specifically, the County or Circuit Court for the Seventeenth Judicial Circuit in and for Broward County, depending upon the respective jurisdictional limit. Each party further agrees that venue for any action to enforce this Agreement shall be in Broward County, Florida.

**SECTION 40. LITIGATION**

In the event of any litigation which arises out of, pertains to, or relates to this Agreement, or the breach of it, including, but not limited to, the standard of performance required in it, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the non-prevailing party, at both trial and appellate levels.

**SECTION 41. COMPLIANCE WITH LAWS**

The Contractor shall conduct its operations under this Agreement in compliance with all applicable Federal, State, and local laws and regulations.

**SECTION 42. SEVERABILITY**

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

**SECTION 43. ASSIGNMENT AND SUBLETTING**

A. Assignment. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the Town Council. The Town shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town Council shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice

to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Contractor, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Contractor.

B. Subcontracting. Contractor shall not employ subcontractors without the advance written permission of the Town. Contractor shall be fully responsible for the services and work provided by a subcontractor under the terms of this Agreement. Contractor agrees that any employee or agent of the Contractor and any agent/employee of a subcontractor to the Contractor shall be removed from the Town jobsite or Town premises upon request by the Town Administrator or designee. Such request will only be issued to remove a person if the Town Administrator or designee has a reasonable basis (as determined in his or her discretion) that the presence of such person on Town property or at a Town jobsite is not in the best interest of the Town, or its employees, guests, visitors, or citizens.

C. Contractor shall not be permitted to alter its contracted name, create a dba, or transfer more than fifty percent (50%) interest in its company without the specific written approval of the Town.

#### SECTION 44. **AMENDMENTS TO THE AGREEMENT**

This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall consist of the following documents, and each such documents is hereby incorporated into this Agreement as if set forth verbatim herein, and in the event of any conflict between documents or specific provisions within documents, priority of interpretation shall be given in the order listed below:

- a. This Agreement, including Exhibits 1 through 5
- b. RFP No. 22-008 and addenda to the RFP
- c. The Contractor's proposal in response to RFP No. 22-008
- d. Performance Bond and Insurance Certificates
- e. Any amendments to this Agreement that are approved by the Council and Contractor;

There are no Agreement documents other than those listed above. In the event of a conflict between this Agreement and the provisions of any exhibit or other documents listed above, the provisions of this Agreement shall control when interpreting this Agreement.

#### SECTION 45. **LEGAL REPRESENTATION**

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

**SECTION 46. FUND APPROPRIATION**

The Contractor understands and agrees that the Town, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any contract, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such contract beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without Town's written verification that the funds necessary for Contractor's compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget. The Town does not represent that said budget item will be actually adopted, said determination being the determination of the Town Council at the time of the adoption of the budget.

**SECTION 47. PUBLIC ENTITY CRIME**

Contractor understands that a person or affiliate as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town and may not transact business with the Town in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor herein certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in this Agreement for Residential Collection Service and Commercial Collection Service.

**SECTION 48. FINANCIAL INTEREST**

Contractor warrants and represents that no elected official, officer, agent or employee of the Town has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no person who acts in the Town as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the Town, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such person, purchasing agent, Town elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

**SECTION 49. ALL PRIOR AGREEMENTS SUPERSEDED**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement 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, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 50. HEADINGS**

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

**SECTION 51. EXHIBITS**

Each exhibit referred to in this Agreement forms an essential part of this Agreement. Each such exhibit is a part of this Agreement, and each is incorporated by this reference.

**SECTION 52. MOST FAVORED NATIONS PROVISION**

In the event that Contractor offers another similarly sized governmental entity within the tri-county region obtaining similar services a contractual term, including but not limited to a pricing term relating to a specific collection category that has similar collection amounts that Town, in its sole discretion, determines to be more favorable, Contractor shall agree to modify this instant Agreement to conform with the more favorable term.



IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement on the respective date(s) below each signature.

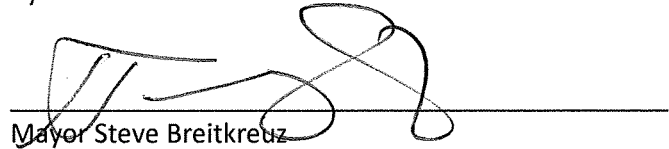
TOWN OF SOUTHWEST RANCHES, FLORIDA

A municipal corporation

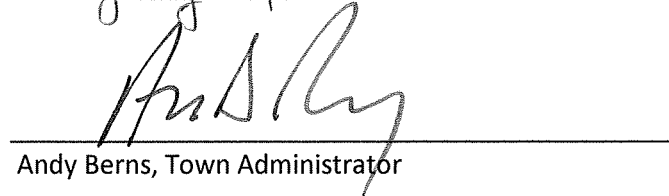
ATTEST:

  
Russell Muñiz, Town Clerk

By:

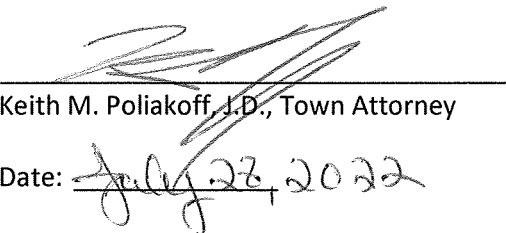
  
Mayor Steve Breitkreuz

Date: July 28, 2022

Date: July 28, 2022  
  
Andy Berns, Town Administrator

Date: July 28, 2022

Approved as to form and correctness:

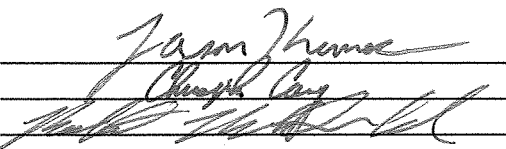

  
Keith M. Poliakoff, J.D., Town Attorney  
Date: July 28, 2022

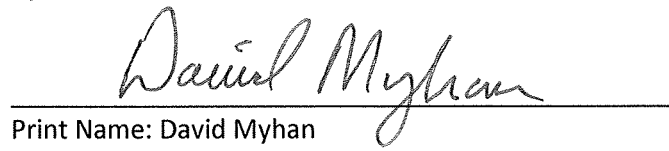
CONTRACTOR:

Waste Management Inc. of Florida

WITNESSES:

By:

  
  
Date: 07/26/22

  
Print Name: David Myhan  
Print Title: President  
Date: 07/26/22

Town of Southwest Ranches, Florida

Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement

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**EXHIBIT 1**

**RESIDENTIAL COLLECTION SERVICE RATES**

Exhibit 1  
Residential Service Rates

| Monthly Rates for Residential Collection Services                           |                  |
|---|------------------|
|   | Scenario A       |
| <b>Solid Waste</b>  | 2 x week, Carts  |
| <b>Solid Waste - Collection Component</b> (per household per month)         | \$ 21.46         |
| <b>Solid Waste - Disposal Component</b> (per household per month)           | \$ 8.33          |
| <b>Program Recyclables</b>  | 1 x week, Carts  |
| <b>Program Recyclables - Collection Component</b> (per household per month) | \$ 6.19          |
| <b>Program Recyclables - Processing Component</b> (per household per month) | \$ 2.80          |
| <b>Bulk Waste</b>   | Every-other-week |

|  |                      |
|--|----------------------|
| <b>Total Monthly Bulk Waste Collection and Disposal/Processing *</b> | <b>\$ 116,162.20</b> |
|--|----------------------|

\* Note that the total monthly Bulk Waste Collection rate shown above is allocated in accordance with the Town's solid waste assessment based on lot size. The above monthly Bulk Waste rate does not include Town's administrative fees.

Notes:

1. The Collection Component of the Rates proposed herein shall include all costs for providing collection and transfer to the proper facility. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Residential Collection Services may be adjusted in accordance with Section 12.F of the Agreement, based on changes in Consumer Price Index.
2. The Disposal or Processing Component of the Rates proposed herein shall be calculated based on the proposed generation factors and tipping fees indicated below, calculated based on the respective formula provided on the following pages, and as adjusted from time to time per the Agreement.

*(Solid Waste Generation Factor per Household per Month / 2,000) x Disposal Tipping Fee = Monthly Disposal Component.*

|  |                 |
|--|-----------------|
| <b>Solid Waste Disposal Tipping Fee (per ton):</b> | <b>\$ 76.00</b> |
|--|-----------------|

|  |              |
|--|--------------|
| <b>Solid Waste Generation Factor per household (pounds per household per month):</b> | <b>219.3</b> |
|--|--------------|

*(Program Recyclables Generation Factor per Household per Month / 2,000) x Processing Tipping Fee = Monthly Processing Component.*

|  |                 |
|--|-----------------|
| <b>Program Recyclables Processing Tipping Fee (per ton):</b> | <b>\$ 96.00</b> |
|--|-----------------|

|  |           |
|--|-----------|
| <b>Program Recyclables Generation Factor per household (pounds per household per month):</b> | <b>60</b> |
|--|-----------|

*(Bulk Waste Generation Factor per Household per Month / 2,000) x Disposal/Processing Tipping Fee = Monthly Disposal/Processing Component.*

|  |                 |
|--|-----------------|
| <b>Bulk Waste Disposal/Processing Tipping Fee (per ton):</b> | <b>\$ 54.00</b> |
|--|-----------------|

|  |               |
|--|---------------|
| <b>Proposed Bulk Waste Generation Factor per household (pounds per household per month):</b> | <b>563.91</b> |
|--|---------------|

Exhibit 1  
Residential Service Rates

## **Special Collection Services per Section 5.D of Agreement**

### **Rates for Excess (more than twelve (12) cubic yards per Set Out) Bulk Waste Collection Service:**

|                                       |    |       |
|---------------------------------------|----|-------|
| Collection Component (per cubic yard) | \$ | 25.00 |
|---------------------------------------|----|-------|

### **Disposal/Processing Component for Excess Bulk Waste:**

**(Generation Factor per Cubic Yard / 2,000) x Tipping Fee = Disposal Charge per Cubic Yard**

|  |  |     |
|--|--|-----|
| Generation Factor - Pounds per Cubic Yard: |  | 400 |
|--|--|-----|

|   |    |       |
|---|----|-------|
| Bulk Waste Disposal/Processing Tipping Fee (per ton): | \$ | 54.00 |
|---|----|-------|

|   |    |       |
|---|----|-------|
| Disposal/Processing Component (per cubic yard): | \$ | 10.80 |
|---|----|-------|

|   |    |       |
|---|----|-------|
| Total Per Cubic Yard Charge (collection + disposal/processing): | \$ | 35.80 |
|---|----|-------|

### **Rate for Bulk Waste Collection on an unscheduled service day (with Customer request and approval):**

|  |    |       |
|--|----|-------|
| Collection Component (per cubic yard per Collection on an unscheduled service day):          | \$ | 30.00 |
| Disposal/Processing Component (per cubic yard per Collection on an unscheduled service day): | \$ | 10.80 |
| Total (collection + disposal)  | \$ | 40.80 |

### **Rate for Solid Waste Cart Collection on an unscheduled service day (with Customer request and approval):**

|   |    |       |
|---|----|-------|
| Collection Component (per cubic yard per Collection on an unscheduled service day): | \$ | 15.00 |
| Disposal Component (per Collection on an unscheduled service day):                  | \$ | 8.33  |
| Total (collection + disposal)   | \$ | 23.33 |

### **Rate for Additional Solid Waste Cart, per additional Cart per month (see Section 6.A.(4) of Agreement):**

|   |    |       |
|---|----|-------|
| Collection Component (per Cart, per month): | \$ | 16.68 |
| Disposal Component (per Cart, per month):   | \$ | 8.33  |
| Total (collection + disposal)               | \$ | 25.01 |

### **Solid Waste and/or Recycling Cart Replacement for Lost or Stolen Carts (see Section 6.C.(4) of Agreement):**

|   |    |        |
|---|----|--------|
| *Not to Exceed per Cart for ninety-five (95) gallon (or similar size) Cart: | \$ | 100.00 |
| *Not to Exceed per Cart for sixty-five (65) gallon (or similar size) Cart:  | \$ | 90.00  |

*\*Rate shall not be adjusted during term of Agreement without Town approval.*

**EXHIBIT 2**

**COMMERCIAL COLLECTION SERVICE RATES**

Exhibit 2  
Commercial Service Rates

**A. Monthly Rates for Collection of Non-compacted (Loose) Solid Waste Dumpsters**

| Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted) |           |             |             |             |             |             |                  |
|--|-----------|-------------|-------------|-------------|-------------|-------------|------------------|
| COLLECTION COMPONENT ONLY  |           |             |             |             |             |             |                  |
| Pick-ups Per Week  |           |             |             |             |             |             |                  |
| Size of Dumpster (Cubic Yards)   | 1         | 2           | 3           | 4           | 5           | 6           | Extra Collection |
| 1  | \$ 92.99  | \$ 185.98   | \$ 278.98   | \$ 371.97   | \$ 464.96   | \$ 557.94   | \$ 26.84         |
| 2  | \$ 185.98 | \$ 371.97   | \$ 557.94   | \$ 743.93   | \$ 929.91   | \$ 1,115.90 | \$ 53.69         |
| 3  | \$ 278.98 | \$ 557.94   | \$ 836.92   | \$ 1,115.90 | \$ 1,394.88 | \$ 1,673.84 | \$ 80.53         |
| 4  | \$ 371.97 | \$ 743.93   | \$ 1,115.90 | \$ 1,487.87 | \$ 1,859.83 | \$ 2,231.80 | \$ 107.38        |
| 6  | \$ 557.94 | \$ 1,115.90 | \$ 1,673.84 | \$ 2,231.80 | \$ 2,789.74 | \$ 3,347.70 | \$ 161.07        |
| 8  | \$ 743.93 | \$ 1,487.87 | \$ 2,231.80 | \$ 2,975.73 | \$ 3,719.67 | \$ 4,463.60 | \$ 214.76        |

**Notes:**

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility. Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

**(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component, then add 10% franchise fee.**

**Generation Factor per Non-Compacted Cubic Yard (lbs/cy):** **79.74**

**Solid Waste Disposal Tipping Fee (per ton):** **\$ 76.00**

| Monthly Rates for the Following Frequency of Collection with Dumpsters (Non-compacted) |           |           |           |           |           |           |                  |
|--|-----------|-----------|-----------|-----------|-----------|-----------|------------------|
| DISPOSAL COMPONENT ONLY  |           |           |           |           |           |           |                  |
| Pick-ups Per Week  |           |           |           |           |           |           |                  |
| Size of Dumpster (Cubic Yards)   | 1         | 2         | 3         | 4         | 5         | 6         | Extra Collection |
| 1  | \$ 14.58  | \$ 29.16  | \$ 43.73  | \$ 58.31  | \$ 72.89  | \$ 87.47  | \$ 3.37          |
| 2  | \$ 29.16  | \$ 58.31  | \$ 87.47  | \$ 116.63 | \$ 145.78 | \$ 174.93 | \$ 6.73          |
| 3  | \$ 43.73  | \$ 87.47  | \$ 131.20 | \$ 174.93 | \$ 218.67 | \$ 262.40 | \$ 10.10         |
| 4  | \$ 58.31  | \$ 116.63 | \$ 174.93 | \$ 233.24 | \$ 291.56 | \$ 349.87 | \$ 13.47         |
| 6  | \$ 87.47  | \$ 174.94 | \$ 262.40 | \$ 349.87 | \$ 437.33 | \$ 524.80 | \$ 20.20         |
| 8  | \$ 116.63 | \$ 233.24 | \$ 349.87 | \$ 466.49 | \$ 583.11 | \$ 699.73 | \$ 26.93         |

**Notes:**

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

Exhibit 2  
Commercial Service Rates

**B. Monthly Rates for Collection of Compacted Solid Waste Dumpsters**

| Monthly Rates for the Following Frequency of Collection with Dumpsters ( <b>Compacted</b> ) |           |             |             |             |             |             |                  |
|---|-----------|-------------|-------------|-------------|-------------|-------------|------------------|
| COLLECTION COMPONENT ONLY   |           |             |             |             |             |             |                  |
| Pick-ups Per Week   |           |             |             |             |             |             |                  |
| Size of Dumpster (Cubic Yards)  | 1         | 2           | 3           | 4           | 5           | 6           | Extra Collection |
| 1   | \$ 116.24 | \$ 232.48   | \$ 348.72   | \$ 464.96   | \$ 581.20   | \$ 697.43   | \$ 33.56         |
| 2   | \$ 232.48 | \$ 464.94   | \$ 697.62   | \$ 929.89   | \$ 1,162.37 | \$ 1,394.88 | \$ 67.11         |
| 3   | \$ 348.72 | \$ 697.43   | \$ 1,046.16 | \$ 1,394.88 | \$ 1,743.54 | \$ 2,092.26 | \$ 100.67        |
| 4   | \$ 464.96 | \$ 929.91   | \$ 1,394.88 | \$ 1,859.83 | \$ 2,324.79 | \$ 2,789.74 | \$ 134.22        |
| 6   | \$ 697.43 | \$ 1,394.88 | \$ 2,092.31 | \$ 2,789.74 | \$ 3,487.19 | \$ 4,184.62 | \$ 201.33        |
| 8   | \$ 929.91 | \$ 1,859.83 | \$ 2,789.74 | \$ 3,719.67 | \$ 4,649.58 | \$ 5,579.49 | \$ 268.44        |

Notes:

1. On October 1, 2023, and annually thereafter, the Collection Component of Rates for Commercial Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index.
2. Rates proposed herein shall include all costs for providing collection and transfer to the Designated Facility . Disposal costs shall **not** be included in the table above (see following table).
3. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

**(Generation Factor per Cubic Yard x Size Container x Frequency of Collection per Week x 4.33 / 2,000) x Tipping Fee = Monthly Disposal Component, then add 10% franchise fee.**

**Generation Factor per Compacted Cubic Yard (lbs/cy):** **239.21**

**Solid Waste Disposal Tipping Fee (per ton):** **\$ 76.00**

| Monthly Rates for the Following Frequency of Collection with Dumpsters ( <b>Compacted</b> ) |           |           |             |             |             |             |                  |
|---|-----------|-----------|-------------|-------------|-------------|-------------|------------------|
| DISPOSAL COMPONENT ONLY   |           |           |             |             |             |             |                  |
| Pick-ups Per Week   |           |           |             |             |             |             |                  |
| Size of Dumpster (Cubic Yards)  | 1         | 2         | 3           | 4           | 5           | 6           | Extra Collection |
| 1   | \$ 43.73  | \$ 87.47  | \$ 131.20   | \$ 174.93   | \$ 218.66   | \$ 262.40   | \$ 10.10         |
| 2   | \$ 87.47  | \$ 174.93 | \$ 262.40   | \$ 349.86   | \$ 437.33   | \$ 524.79   | \$ 20.20         |
| 3   | \$ 131.20 | \$ 262.40 | \$ 393.60   | \$ 524.79   | \$ 656.00   | \$ 787.19   | \$ 30.30         |
| 4   | \$ 174.93 | \$ 349.86 | \$ 524.79   | \$ 699.73   | \$ 874.66   | \$ 1,049.59 | \$ 40.40         |
| 6   | \$ 262.40 | \$ 524.79 | \$ 787.19   | \$ 1,049.59 | \$ 1,311.99 | \$ 1,574.38 | \$ 60.60         |
| 8   | \$ 349.86 | \$ 699.73 | \$ 1,049.59 | \$ 1,399.45 | \$ 1,749.32 | \$ 2,099.19 | \$ 80.80         |

Notes:

1. The Rates for Extra Collection shall only be charged if a Customer requests an additional Collection beyond the normal Collection schedule for that Customer.

Exhibit 2  
Commercial Service Rates

**C. Rates for Locking and Unlocking Dumpster Enclosures:**

\$ 11.11 per occurrence

**D. Container Re-delivery Rate that may be charged if Commercial Collection Service is stopped due to non-payment by the Customer upon resumption of Collection Service:**

\$ 166.67 per occurrence

**E. Rates for Collection of Roll Off Containers Attached to Compactors<sup>[1]</sup>**

|  |           |                |
|--|-----------|----------------|
| Delivery Charge for Detachable Container           | \$ 166.67 | per occurrence |
| Delivery Charge for Stationary Packing Unit        | \$ 166.67 | per occurrence |
| Daily Rental Charge for Detachable 30-Yd Container | \$ 333.33 | per month      |
| Daily Rental Charge for Detachable 40-Yd Container | \$ 333.33 | per month      |
| Rental Charge for Stationary Packing Unit          | \$ 472.22 | per month      |
| Collection Charge per Pull (Solid Waste)           | \$ 723.99 | per pull       |

\*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

**F. Rates for Collection of Roll Off Containers Not Attached to Compactors<sup>1</sup>**

|  |           |                |
|--|-----------|----------------|
| Delivery Charge for Container                      | \$ 166.67 | per occurrence |
| Daily Rental Charge for Detachable 20-Yd Container | \$ 277.78 | per month      |
| Daily Rental Charge for Detachable 30-Yd Container | \$ 277.78 | per month      |
| Daily Rental Charge for Detachable 40-Yd Container | \$ 277.78 | per month      |
| Collection Charge per Pull (Solid Waste)           | \$ 647.19 | per pull       |

\*Note disposal cost is based on Tipping Fee and weight of Roll Off Container.

[1]. On October 1, 2023, and annually thereafter, the Rates for Roll Off Collection Services will be adjusted in accordance with Section 13.D of the Agreement, based on changes in Consumer Price Index. Rates proposed herein shall include costs for providing collection and transfer to the Designated Facility.



## EXHIBIT 3

## PROGRAM RECYCLABLES

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

|  |  |
|--|--|
| Aluminum cans - empty  | Newspaper  |
| PET bottles with the symbol #1 – with screw tops only - empty  | Mail   |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty | Magazines, glossy inserts, pamphlets and catalogs            |
| Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)                                    | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| Steel and tin cans – empty   | Uncoated printing, writing and office paper                  |
| Glass food and beverage containers – brown, clear, or green - empty  | Old corrugated containers/cardboard (uncoated)               |
|  | Phone books  |

**NON-RECYCLABLES** include, but are not limited to the following:

|   |   |
|---|---|
| Plastic bags and bagged materials (even if containing Recyclables)                      | Microwavable trays  |
| Mirrors   | Window or auto glass  |
| Light bulbs   | Coated cardboard  |
| Porcelain and ceramics  | Plastics unnumbered   |
| Expanded polystyrene  | Coat hangers  |
| Glass and metal cookware/bakeware   | Household appliances and electronics,   |
| Hoses, cords, wires   | Yard waste, construction debris, and wood                                     |
| Flexible plastic or film packaging and multi-laminated materials                        | Needles, syringes, IV bags or other medical supplies                          |
| Food waste and liquids, containers containing such items                                | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)               |
| Excluded Materials or containers which contained Excluded Materials                     | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension | Propane tanks, batteries  |

## EXHIBIT 4

### SPECIFICATIONS FOR SOLID WASTE CARTS AND RECYCLING CARTS

#### MINIMUM REQUIREMENTS:

The following specifications describe the minimum acceptable features and performance requirements for the Solid Waste Carts and Recycling Carts the Contractor will provide under the Agreement, unless otherwise agreed upon by the Administrator and Contractor.

2. **MANUFACTURING PROCESSES AND MATERIALS:** Each cart shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished cart must meet the minimum specifications herein.

|     |  |
|-----|--|
| 2.1 | MANUFACTURING PROCESS: Each cart body must be manufactured by a rotational or injection molding process.   |
| 2.2 | PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene or high-density polyethylene (HDPE) supplied by a national petrochemical producer. Off-spec material is not acceptable.<br><br>Contractor must submit technical data sheet(s) from the resin producer.  |
| 2.3 | RESIN ADDITIVES: All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be used at a rate that is no less than 1.5% by weight, and which must be uniformly distributed throughout the finished cart. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt blending process. Contractor must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended. |

3. **CART REQUIREMENTS:** The carts must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

|     |  |
|-----|--|
| 3.1 | ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.<br><br>Contractor must submit independently certified copies of all ANSI test results. Test results must state the load (in pounds) under which the tests were conducted. The load |
|-----|--|

|     |  |
|-----|--|
|     | <p>under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>   |
| 3.2 | <p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p style="text-align: center;">Approximately 65 Gallon – approximately 224 pounds<br/>Approximately 95 Gallon – approximately 330 pounds</p> <p>Contractor must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Contractor must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted by the Contractor, and the load rating permanently marked on the cart.</p> |
| 3.3 | <p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p style="text-align: center;">Approximately 65 Gallon – approximately 23 pounds minimum<br/>Approximately 95 Gallon – approximately 34.1 pounds minimum</p>   |
| 3.4 | <p>CAPACITY: The total capacity (volume) of the carts, excluding the lid, must be 65 U.S. gallons (+/-3%) and 95 U.S. gallons (+/- 3%), respectively. Contractor must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p>   |
| 3.5 | <p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be <u>approximately</u> as follows:</p> <p>65 Gallon –<br/>Height: 40.25"</p>   |

|      |  |
|------|--|
|      | <p>Depth: 28.0"</p> <p>Width: 26.50"</p> <p>95 Gallon –</p> <p>Height: 45.13"</p> <p>Depth: 33.73"</p> <p>Width: 28.17"</p>  |
| 3.6  | <p><b>WALL THICKNESS:</b> The carts must have a minimum nominal wall thickness of 0.154" throughout the body of the cart, and a minimum wall thickness of 0.185" inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14".</p>  |
| 3.7  | <p><b>MANEUVERABILITY:</b> Contractor must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Contractor must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 65 gallon carts and 50 pounds for 95 gallon carts.</p>  |
| 3.8  | <p><b>RIM OF BODY:</b> The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.</p>  |
| 3.9  | <p><b>HANDLES:</b> Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.</p>  |
| 3.10 | <p><b>LID:</b> The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.</p> |

|      |   |
|------|---|
| 3.11 | <b>BOTTOM:</b> The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.   |
| 3.12 | <b>WHEELS:</b> Wheels for 65 gallon carts shall be a minimum of 10" diameter. Wheels for 95 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.  |
| 3.13 | <b>AXLE:</b> The axle for 65 gallon and 95 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.   |
| 3.14 | <b>STABILITY:</b> Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.   |
| 3.15 | <b>LIFT SYSTEM:</b> Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar on 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners. |
| 3.16 | <b>COLOR:</b> The Solid Waste Cart body color shall be gray, brown, or black, as determined by the Administrator. The Recycling Cart shall be green or blue, as determined by the Administrator. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable.<br><br>Contractor must submit color chips or samples for all colors available. The Town will select the colors for the carts.  |
| 3.17 | <b>INTERIOR CONSTRUCTION:</b> The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.   |

**4. MARKINGS:** Each cart must be permanently marked with letters/numbers, as follows:

|     |   |
|-----|---|
| 4.1 | <b>SERIAL NUMBERS:</b> Each cart must have a serial number hot stamped in white on the body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the Town. The Contractor will maintain a file that identifies the date of manufacture by the serial number. |
| 4.2 | <b>TOWN SEAL:</b> The Town Seal or logo shall be hot stamped onto both sides of the cart body.  |
| 4.3 | <b>USER INSTRUCTIONS:</b> Instructions for the safe use of the cart must be molded into each lid. Instructions shall be in both English and Spanish.  |
| 4.4 | <b>LOAD RATING:</b> The load rating of the cart must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.   |

**5. IN-MOLD LABEL SPECIFICATIONS:** The in-mold label must comply with the following listed specifications, unless otherwise agreed upon between the Contractor and Administrator in writing:

|     |  |
|-----|--|
| 5.1 | <b>MANUFACTURING PROCESS:</b> The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.  |
| 5.2 | <b>COLOR AND GRAPHICS:</b> The in-mold label shall be 4-color and contain the Town logo including images and language representing materials deemed acceptable for disposal or processing. All proofs for the label shall be submitted to the Town for approval and shall have a minimum size of 5" X 12". |

**6. RFID & BAR CODE INTEGRATION:** If the Administrator determines it is necessary, each Solid Waste Cart and Recycling Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tag:

|     |   |
|-----|---|
| 6.1 | <b>UHF RFID TAG:</b> A UHF RFID Tag shall be installed into the handle of the cart body at the manufacturing factory, if required by the Administrator. |
|-----|---|

|     |  |
|-----|--|
| 6.2 | RFID & BAR CODE INTEGRATION: All Solid Waste Carts and Recycling Carts may be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.  |
| 6.3 | RFID TAG & BAR CODE ASSOCIATION: As noted above, all Solid Waste Carts and Recycling Carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility, if required by the Administrator. It is the responsibility of the cart manufacturer to provide a data base for the Town that includes the association information. The data base must include each cart's RFID tag, serial number, date of manufacture, cart size and cart type. The Contractor shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The Town may at any time request this information and Contractor must provide the information within ten (10) Operating Days of the request. |
| 6.4 | RFID INLAY SPECIFICATIONS: At a minimum, the RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.  |
| 6.5 | RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.   |

## 7. DATA INTEGRATION

|     |   |
|-----|---|
| 7.1 | The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the Town. The data included in the specified file format from the manufacturer needs to include information on each individual cart, including but not limited to, cart size, color, type, serial number, date of manufacture and plant of manufacture. |
|-----|---|

|     |  |
|-----|--|
| 7.2 | Contractor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the Contractor for reporting data concerning Collections. |
|-----|--|

**8. WORK ORDER MANAGEMENT AND REPORTING SYSTEM (ASSET MANAGEMENT)**

|     |  |
|-----|--|
| 8.1 | <p>WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application:</p> <ul style="list-style-type: none"> <li>• available 24/7/365;</li> <li>• requires only a browser and live internet to access; and</li> <li>• handles all aspects of a cart management and collection program, including cart distribution/association to household address, and Collection Service verification tracking.</li> </ul>  |
| 8.2 | <p>COLLECTION DATA MANAGEMENT:</p> <p>The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications, such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.</p>  |
| 8.3 | <p>COLLECTION REPORTS:</p> <p>Contractor shall provide reporting based on the Town's needs and reporting criteria. Upon request, the Contractor's reports shall include but not be limited to: participation/set out rates; non-participation; time between stops; and cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.</p> |
| 8.4 | <p>STANDARD REPORTS:</p> <p>Standard reports shall be provided to the Administrator by customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files .</p>   |
| 8.5 | <p>CART DATA MANAGEMENT:</p> <p>The Contractor's software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.</p>   |



|     |   |
|-----|---|
| 8.6 | <b>CART INVENTORY REPORTS:</b><br><br>The Contractor's software must have the ability to generate reports daily, weekly, or monthly based on cart activity, such as inventory reports, maintenance reports, and work order reports. Reports should be able to be viewed in PDF format or downloadable in an Excel format. |
| 8.7 | <b>SOFTWARE FLEXIBILITY:</b><br><br>The asset tracking software must act as a stand-alone system and have the ability to enter cart work orders and close out work orders via manual entries online.  |

**9. ASSEMBLY, DISTRIBUTION AND TRACKING SERVICES FOR CARTS**

|     |  |
|-----|--|
| 9.1 | The Contractor shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to Customers throughout the Service Area.  |
| 9.2 | The Contractor shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.  |
| 9.3 | Carts shall be assembled and placed at the resident's curb for Residential Service Units.  |
| 9.4 | Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.  |
| 9.5 | The Contractor will record the cart serial number for each and every address where the carts are delivered. The Contractor will keep an electronic file of the address assignments of carts by serial number and present it to the Town in an acceptable electronic format upon request. Verification of a specific cart being associated to a specific address is required. |

**10. CART MAINTENANCE**

|      |  |
|------|--|
| 10.1 | The Contractor must use inventory tracking software or other methods that enable the Contractor to maintain an adequate inventory of carts and spare parts at all times. Upon request, the Contractor shall promptly provide the Town with up-to-date information concerning the Contractor's inventory. |
|------|--|

|      |   |
|------|---|
| 10.2 | Each cart action shall be tracked by the Contractor using the serial number on the cart or other methods that are mutually acceptable to the Parties. The time, date, and location of all cart deliveries, swap-outs (exchanges), repairs, and cart maintenance activities must be recorded and made available for the Town's inspection. |
| 10.3 | The Town may generate a service work order and submit it electronically to the Contractor for processing. Contractor must be able to receive and respond to work orders from the Town electronically via e-mail.  |
| 10.4 | Completions of work orders shall be documented using cart numbers (IDs), household address, date, and time work is completed.   |
| 10.5 | The Contractor shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.   |

- 11. WARRANTY:** Contractor must provide the Administrator with a document that clearly states the exact warranty provided to the Contractor by the cart manufacturer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials or workmanship for a period of ten (10) years after delivery to a Customer. The warranty must be transferable to and enforceable by the Town. A warranty specimen of the exact warranty offered must be provided to the Administrator before the carts are ordered. The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

|      |  |
|------|--|
| 11.1 | Failure of the lid to prevent rain water from entering the cart when in the closed position. |
| 11.2 | Damage to the cart body, lid, or any component parts through opening or closing the lid.     |
| 11.3 | Failure of the lower lift bar from damage during interface with lifters.                     |
| 11.4 | Failure of the body and lid to maintain their original shape.                                |
| 11.5 | Damage or cracking of the cart body through normal operating conditions.                     |
| 11.6 | Failure of the wheels to provide continuous, easy mobility, as originally designed.          |
| 11.7 | Failure of any part to conform to the minimum standards as specified herein.                 |

**EXHIBIT 5 (RESERVED)**

## Exhibit 6

### Sample CPI Adjustment Calculations for Collection Component of Rates

The following calculations use hypothetical values to demonstrate how the CPI adjustment should be determined, per Section 12.F of this Agreement. This hypothetical example assumes the first CPI adjustment will be effective with services rendered on or after October 1, 2023.

The Collection Component of the Rates will be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: Garbage and trash collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2023, the relevant period will be April 2023 through April 2024. for the twelve (12) month period. The percentage change in the CPI shall be calculated by the Administrator using the following formula:

$PC = \text{CPI 1 divided by CPI 2, minus 1.0, multiplied by 100}$

Where:

PC is the percentage change in the CPI from one year to the next

CPI 1 is the CPI index number for the most recent April (e.g., 2024)

CPI 2 is the CPI index number for April in the year before CPI 1 (e.g., 2023)

For purposes of this example, April prior year to April current year indexes will be compared in order to allow adequate time to calculate, review and place on a Town Council agenda in June in order to be effective on October 1 of a given year.

#### **Hypothetical CPI Adjustment on October 1, 2024**

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.00

April, 2023 CPI 225.116

April 2024 CPI 229.261

Change in CPI for previous 12-month period: Increase of 4.145

$4.145 \div 225.116 = 0.0184$  or 1.84%

Calculation:  $\$1.00 \times 0.0184 = \$0.0184$ , rounded to \$.02

New Monthly Collection Component of the Rate per Residential Service Unit:  $\$1.00 + \$0.02 = \$1.02$

**Hypothetical CPI Adjustment on October 1, 2025**

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.02

April, 2024 CPI 229.261

April, 2025 CPI 226.387

Change in CPI for previous 12-month period: Decrease of 2.874

$2.874 \div 229.261 = 0.0125$  or 1.25%

Calculation:  $\$1.02 \times .0125 = \$0.0127$ , rounded to \$.01

New Monthly Collection Component of the Rate per Residential Service Unit:  $\$1.02 - \$0.01 = \$1.01$

**Hypothetical CPI Adjustment on October 1, 2026**

Current Monthly Collection Component of the Rate per Residential Service Unit: \$1.01

April 2025 CPI 226.387

April 2026 CPI 240.000

Change in CPI for previous 12-month period: Increase of 13.613

$13.613 \div 226.387 = 0.0601$  or 6.01% \*

Calculation:  $\$1.01 \times .0500 = \$0.0505$ , rounded to \$.05

New Monthly Collection Component of the Rate per Residential Service Unit:  $\$1.01 + \$0.05 = \$1.06$

\*Note: Pursuant to the Agreement, a single CPI adjustment to the Collection Component of the Rate shall not exceed six percent (6%) in any year. Accordingly, the hypothetical CPI adjustment on October 1, 2026 shall be limited to six percent (6%).