

RESOLUTION NO. 2012 - 050

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION AND NEGOTIATING COMMITTEE'S RANKINGS AND SELECTION OF SOUTHERN WASTE SYSTEMS, LLC TO PROVIDE THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE COLLECTION AND DISPOSAL SERVICES; APPROVING A FRANCHISE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND SOUTHERN WASTE SYSTEMS, LLC FOR THE COLLECTION AND THE DISPOSAL OF THE TOWN'S SOLID WASTE, RECYCLABLES, AND BULK WASTE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FRANCHISE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 10, 2002, the Town Council adopted Resolution 2002-59 approving the Collection and Disposal of Solid Waste Franchise Agreement with BFI; and

WHEREAS, BFI notified the Town in writing that it would like to assign the agreement to Waste Management, Inc., effective October 1, 2003; and

WHEREAS, the Town's agreement with Waste Management, Inc., expires on September 30, 2012; and

WHEREAS, in preparation for the expiration of this agreement, on December 15, 2011, the Town advertised a Request for Proposals (RFP) seeking a franchise vendor to provide the Town with solid waste, recyclables and bulk waste collection and disposal services; and

WHEREAS, on February 9, 2012 the Town received seven (7) responses to its Requests for Proposals for RFP Number 11 – 014; and

WHEREAS, the Selection Committee met on Wednesday, February 22, 2012, in order to evaluate and to rank the proposals; and

WHEREAS, after carefully analyzing all of the proposals, the Selection Committee ranked Southern Waste Systems, LLC as the top ranked vendor; and

WHEREAS, on March 8, 2012, the Town Council selected its desired option for waste service delivery and as such the Town began contractual negotiations with the highest ranked vendor Southern Waste Systems, LLC; and

WHEREAS, the Town of Southwest Ranches and Southern Waste Systems, LLC desire to enter into a Franchise Agreement for the collection and the disposal of the

Town's Solid Waste, Recyclables, and Bulk Waste Collection and Disposal under the terms and conditions set forth in RFP 11-014 and the Agreement; and

WHEREAS, the Town Council has determined that this Franchise Agreement is in the best interest of the health, safety, and welfare of its residents;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

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

Section 2. The Town Council hereby approves the Town's Selection Committee's ranking of the respondents to the Town's procurement relating to the provision of Solid Waste, Recyclables and Bulk Waste Collection and Disposal Services as follows:

OPTION 1 FIRM RANKING

1. Southern Waste Systems
2. Waste Management
3. Waste Pro
4. Waste Services of Florida
5. Choice Environmental
6. Panzarella Waste & Recycling

Section 3: The Town Council hereby approves a Franchise Agreement with Southern Waste Systems, LLC, for the collection and the disposal of the Town's solid waste, recyclables, and bulk waste.

Section 4: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into an Agreement with Southern Waste System, LLC, in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

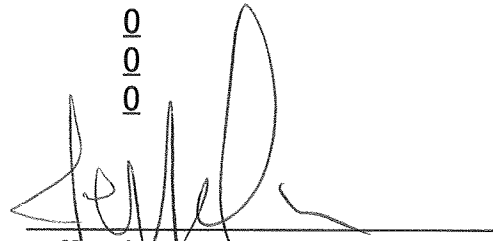
Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 24th day of May, 2012 on a motion by Council Member Breitkreuz and seconded by Vice Mayor McKay.


Nelson YES
Fisikelli YES
Breitkreuz YES
Jablonski YES
McKay YES

Ayes
Nays
Absent
Abstaining


5
0
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Jeff Nelson, Mayor

Attest:

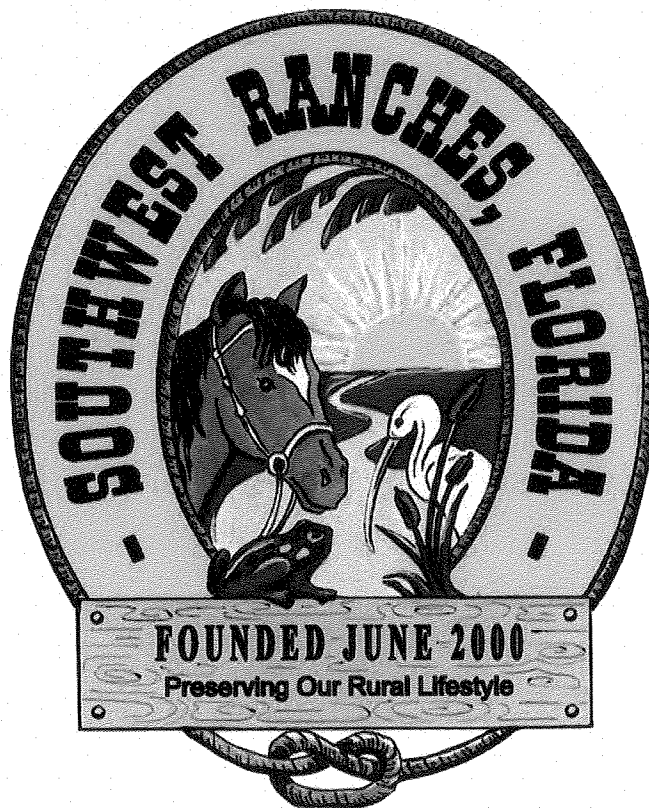

Erika Gonzalez-Santamaria, CMC, Town Clerk

Approved as to Form and Correctness:


Keith M. Poliakoff, J.D., Town Attorney
ACTIVE: 3843770_1

Franchise Agreement
Between
Town of Southwest Ranches
and
Southern Waste Systems, LLC

**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 Contract is made and entered into this 30th day of May, 2012, between the Town of Southwest Ranches, a municipal corporation of the State of Florida, Broward County, Florida, hereinafter referred to as "TOWN," and Southern Waste Systems, LLC, a Florida Limited Liability Company, 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 Contract is the date this Contract is executed and signed by both the TOWN and CONTRACTOR. The Commencement Date is the date that Collection services required pursuant to this Contract commence, or October 1, 2012.
- B. Initial Term. The term of this Contract shall be for a five (5) year period beginning on the Commencement Date, October 1, 2012, and terminating September 30, 2017.
- C. Renewal Option. At the option of the TOWN and with the concurrence of the CONTRACTOR, this Contract may be renewed for one (1) additional five (5) year period. The TOWN shall notify the CONTRACTOR of its intent to exercise this renewal option or allow the Contract to terminate. Said notice shall be in writing and delivered at least five (5) months prior to the then applicable termination date.

SECTION 2. DEFINITIONS

For the purpose of this Solid Waste, Recyclables, and Bulk Waste Collection and Disposal Franchise Agreement, hereinafter referred to as "Contract," the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase as contained in the "Solid Waste Ordinance" as contained in the TOWN Code shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

- A. 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.

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- B. Bulk Trash means those wastes that may require special handling and management including, but not limited to, furniture, White Goods, concrete, rubble, mixed roofing materials, rock, gravel and other earthen materials, equipment, wire and cable, 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.
- C. 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.
- D. Business(es) means all retail, professional, wholesale, industrial facility, or any other commercial enterprises offering goods or services to the public or other businesses, and any church, synagogue, mosque, or other house of worship.
- E. 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.
- F. Collection means the process whereby Solid Waste, Recyclable Materials, or Bulk Waste is removed and transported to the facilities designated in this Contract.
- G. Commencement Date means the date Collection services pursuant to this Contract commence, or October 1, 2012.
- H. 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.
- I. Commercial Customers means the Businesses, Industrial, and Institutional users that receive Collection services pursuant to this Contract.
- J. Compactor means any container that has a compaction mechanism, whether stationary or mobile.
- K. 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.
- L. Container means any container intended for Collection.

- M. Contract means this franchise agreement, including all attachments and amendments thereto, between the TOWN and the CONTRACTOR, governing the provision of services as provided herein.
- N. Contract Administrator means the person designated by the Town Administrator to administer and monitor the provisions of this Contract.
- O. Contract Year means the time from the Commencement Date through September 30, 2013 and each year thereafter.
- P. CONTRACTOR means that person or entity that has obtained from the TOWN a Contract to provide the services set forth herein.
- Q. 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.
- R. County means Broward County, Florida.
- S. Designated Disposal Facility means the disposal facility designated by the TOWN.
- T. Designated Materials Recovery Facility or Designated MRF means the facility designated by the TOWN for delivery of all Residential Recyclable Materials collected pursuant to this Contract. The MRF shall be Reuters Facility in Broward County, Florida, unless otherwise designated by the TOWN.
- U. 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.
- V. Effective Date means the date this Contract is executed by both the TOWN and CONTRACTOR.
- W. 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, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.
- X. 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.
- Y. 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 Contract, Holiday shall only mean Christmas Day unless additional Holidays are approved by the Contract Administrator.
- Z. Non-Collection Notice means a durable tag, sign, spray paint, and/or sticker placed on any Container, Recycling Bin, or waste that has not been set out for Collection by a customer in

accordance with the provisions of this Contract and, therefore, has not been collected by the CONTRACTOR.

- AA. 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, polycoated cartons, and other materials added by the TOWN.
- BB. Recycling Bin means a rigid rectangular receptacle made of plastic or other suitable substance of no less than eighteen (18) gallons for the Collection of Recyclable Materials.
- CC. Residence means any individual living unit in a single-family structure or building intended for, or capable of being utilized for, residential living. For the purposes of this Contract, the term Residence shall include a living unit that adjoins or is part of a building from which a duly licensed Business is conducted or operated.
- DD. 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 Contract.
- EE. Residential Customer means the occupant of the Residential Service Unit that receives Collection services pursuant to this Contract.
- FF. Residential Service Unit means any Residence utilizing a standard, consumer-purchased garbage can of metal or plastic construction of a capacity of forty (40) gallons or less for the accumulation and set-out of Residential Waste.
- GG. Residential Waste means Solid Waste, Bulk Waste, and Recyclable Materials generated by Residential Customers.
- HH. Roll-off Container means any open-top Container of a capacity of ten (10) cubic yards or more.
- II. Service Area means the municipal limits of the TOWN.
- JJ. 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.
- KK. Solid Waste means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, agricultural, or governmental operations. For the purposes of this Contract, the only things Solid Waste excludes are Recyclable Materials, Exempt Waste, and Residential Bulk Waste.
- LL. TOWN means the Town of Southwest Ranches, Florida.

- MM. Town Council or Council means the governing body of the Town of Southwest Ranches, Florida.
- NN. 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.
- OO. Work Day means any day, Monday through Saturday, which is not a Holiday as set forth in this Contract.
- PP. Yard Trash means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than four (4) feet in its longest dimension. 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 Contract. The CONTRACTOR is herein granted an exclusive Contract 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. 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 at competitive rates that shall not be controlled by this Contract.
- B. 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, Recyclable Materials, and Bulk Waste collected pursuant to this Contract 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 containerizes, whether or not such spillage is a result of CONTRACTOR's actions.
- C. 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 Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws and regulations.
- D. Responsibility for Billing. The TOWN shall be responsible for the billing and collection of payments for Residential Collection Service, except in the case of new Residences not yet added to the solid waste assessment roll by the County Property Appraiser. The CONTRACTOR shall be responsible for the billing and collection of payments for new Residences until they are added to the solid waste assessment roll. The CONTRACTOR shall be responsible for the billing and collection of payments for Commercial Collection Service.

- E. Payment for Disposal. The CONTRACTOR shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Contract, and shall provide documentation of such payment to the TOWN. If the Designated Disposal Facility requires that a payment bond be posted for disposal of Solid Waste collected pursuant to this Contract, the CONTRACTOR shall be responsible for posting such payment bond.
- F. Transition Prior to Commencement Date of Service. The CONTRACTOR is responsible for providing a smooth transition in services to minimize inconvenience to Residential Customers or Commercial Customers. To accomplish this objective, the CONTRACTOR shall submit to the Contract Administrator, no later than thirty (30) days following execution of this Contract, a Transition Plan that provides a detailed description of how the CONTRACTOR will plan and prepare for providing Collection services leading up to the Commencement Date. The Transition Plan must meet the approval of the Contract Administrator. At a minimum, the CONTRACTOR must address the following specific performance requirements in the Transition Plan and accomplish them according to deadlines specified in the plan:
- (1) Coordination meeting with the outgoing contractor and the TOWN.
 - (2) Schedule of transition meetings with TOWN staff leading up to Commencement Date.
 - (3) Schedule and procedure for ensuring all Residential Service Units have Recycling Bins.
 - (4) Schedule for removal and replacement of all Commercial Containers owned by the outgoing contractor.
 - (5) Schedule for obtaining all necessary labor, vehicles, equipment, and Containers and ensuring all vehicles are street legal (registered, licensed, and tagged) prior to the Commencement Date.
 - (6) Schedule for providing a vehicle and equipment list and route summary to the Contract Administrator.
 - (7) Schedule for delivering TOWN-approved flyer or other materials to Residential Customers and Commercial Customers prior to the Commencement Date.
 - (8) Schedule for conducting dry-runs of Collection routes.
- G. Transition Prior to Expiration of this Contract.
- (1) Should the TOWN choose not to exercise the renewal option of this Contract or should no renewal options remain, the TOWN anticipates awarding a new contract at least six (6) months prior to the expiration of this Contract or any subsequent renewals. In the event a new contract has not been awarded within such time frame, the CONTRACTOR agrees to provide service to the TOWN for an additional one hundred and eighty (180) day period beyond the expiration of the Contract at the then established service rates, provided the TOWN requests said services, in writing, at such time.

- (2) At the expiration of this Contract, 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 Contract expiration, provide the Contract Administrator with a Commercial Container inventory, in a format acceptable to the TOWN, that 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.

SECTION 4. RESIDENTIAL COLLECTION SERVICE

- A. Residential Solid Waste Collection. The CONTRACTOR shall provide unlimited Residential Solid Waste Collection to all Residential Service Units in the Service Area. All Residential Solid Waste shall be properly containerized in garbage containers or non-dissolvable plastic garbage bags. Residential Solid Waste Collection shall be provided, and therefore all elements of Residential Solid Waste shall be collected, at least 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 Contract Administrator. Residential Customers may request special collection service from the CONTRACTOR. Residential Customers may request an off day Residential Solid Waste collection from CONTRACTOR, provided it is one of CONTRACTOR's scheduled days within the TOWN. Contractor may charge the Residential Customer seeking an off day Residential Solid Waste collection an additional amount not to exceed Fifty Dollars (\$50.00) per collection. CONTRACTOR may charge Residential Customers seeking off day Residential Solid Waste collection to collect excess waste generated by a party or a like, an amount not to exceed the Bulk Waste fee schedule set forth in Exhibit 1.

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, to occur on the first day of the week that a Residential Service Unit receives Solid Waste Collection service, unless otherwise approved in writing by the Contract Administrator. Collection is limited to twelve (12) cubic yards per set-out.
- (2) In the event that Bulk Waste exceed the twelve (12) cubic yard limit, the CONTRACTOR shall leave the entire pile of Bulk Waste, affix a Non-Collection Notice to the waste itself explaining why Collection was not made, and take a digital photograph of the pile to document the reason for non-collection. At the end of each Work Day, the CONTRACTOR shall notify the Contract Administrator of any Residential Customers that were denied collection of Bulk Waste because it exceeded the twelve (12) cubic yard limit and electronically transmit any digital photographs to the Contract Administrator.
- (3) The CONTRACTOR may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles, but shall collect such material in such a way that Yard Trash can be separated for recycling. Residents are asked to place non-containerized Yard Trash separate from all other Bulk Waste into an unobstructed pile so as to permit the CONTRACTOR to collect such Yard Trash with a grapple or clam truck. Collection of Yard Trash using a grapple or clam truck shall be on the same Collection day as Collection of other Bulk Waste. Collection of Bulk Trash shall require the use of a grapple or clam truck.
- (4) The CONTRACTOR shall collect White Goods so that they can be recycled. Residents are asked to place White Goods adjacent to other Bulk Waste but separate so as not to be obstructed.
- (5) Residents are asked to place certain loose Bulk Trash items in a container with the weight of the contents not to exceed fifty (50) pounds.
- (6) For Collection of Bulk Waste in excess of twelve (12) cubic yards per set-out, Residential Customers may arrange for Collection by the CONTRACTOR. The CONTRACTOR may charge no more than one hundred dollars (\$100.00) return fee and a disposal fee of twenty dollars (\$20.00) per cubic yard for Collection and disposal of Bulk Waste in excess of twelve (12) cubic yards. At the end of each Work Day, CONTRACTOR shall notify the Contract Administrator of arrangements for any such collections, including the customer name and address, amount of Bulk Waste collected, and amount charged.
- (7) Residential Customer may request special Bulk Waste collection service from the CONTRACTOR at anytime in accordance with the fees set forth in subsection (6) above. The TOWN is not liable for the Residential Customer's failure to provide payment for CONTRACTOR's special Bulk Waste collection services.

C. Residential Recyclables Collection.

- (1) The CONTRACTOR shall provide unlimited Residential Recyclables Collection to all Residential Service Units in the Service Area. This service shall be provided once every

week on a scheduled route basis on the first day of the week that a Residential Service Unit receives Residential Solid Waste Collection, unless otherwise approved in writing by the Contract Administrator.

- (2) Residential Recyclables shall be collected in a single stream, meaning that paper and commingled containers may be placed in the same bin.
 - (3) The CONTRACTOR shall not commingle Recyclable Materials with other Residential Waste. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Section 20 of this Contract and may result in the CONTRACTOR being in default under this Contract.
 - (4) Upon thirty (30) days written notice to the CONTRACTOR, the TOWN may add or delete the types of items included as Recyclable Materials. 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. No Mixing of Residential Waste. The CONTRACTOR shall collect Residential Solid Waste, Bulk Waste, and Recyclable Materials generated in the TOWN separate from any Solid Waste, Bulk Waste, or Recyclable Materials generated in another jurisdiction.
- E. Side or Back Door Collection. Notwithstanding any term or definition set forth in this Contract, side or back door Collection of Residential Solid Waste and Residential Recyclable Materials 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 Contract Administrator in the manner required by TOWN. The Contract 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 Customers.
- F. 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 Contract Administrator.
- G. Holidays. In the event a Residential Customer's normal Collection day falls on a Holiday, Collection shall occur on the Residential Customer's next regularly scheduled Collection day.
- H. 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, that 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 Contract Administrator all situations that prevent or hinder Collection on any premises.
- I. Manner of Collection. The CONTRACTOR shall provide Residential Collection Service with as little disturbance as possible and shall leave any Container at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. CONTRACTOR'S

employees collecting Residential Waste will be required to 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.

- J. 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.
- K. Routes and Schedules. The CONTRACTOR shall provide the Contract Administrator with schedules for all Residential Waste Collection routes and keep such information current at all times. If any changes in the Collection routes occur, the Contract 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 Contract Administrator. In the event a permanent change in routes or schedules that will alter the days of Residential Waste Collection is approved by the Contract Administrator, the CONTRACTOR shall immediately notify the affected Residential Customers, in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

SECTION 5. RECYCLING COLLECTION CONTAINERS

- A. Purchase and Distribution of Recycling Bins. Residential Customers shall retain Recycling Bins utilized during the previous collection contract. Prior to the Commencement Date, the CONTRACTOR shall ensure that all Residential Customers desiring Recycling Bins are provided such. Recycling Bins shall be of a similar size and quality as those currently in use and must be approved by the Contract Administrator. The Contractor shall purchase and provide Recycling Bins to all new Residential Customers within five (5) Work Days of notification of Certificate of Occupancy.
- B. Replacement of Recycling Bins.
- (1) Any Recycling Bin damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within two (2) Work Days at no cost or inconvenience to the Residential Customer.
 - (2) Upon notification to the CONTRACTOR by a Residential Customer that the customer's Recycling Bin has been stolen or that it has been damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall have sufficient inventory of Recycling Bins on hand to be able to deliver a replacement Recycling Bin to such Customer within five (5) Work Days. Each Residential Customer shall be entitled to the replacement of one (1) set of lost, destroyed, or stolen Recycling Bin(s) during the life of the Contract at no cost to the TOWN or the Residential Customer.
 - (3) The cost of replacing more than one (1) set of two (2) Recycling Bins per Customer during the life of this Contract, due to loss, theft or destruction through no fault of the

CONTRACTOR, shall be charged to the Residential Customer for an amount not to exceed seven dollars (\$7.00) for each Recycling Bin. 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 Customer by the CONTRACTOR at the time of delivery of the Recycling Bin(s). CONTRACTOR understands and agrees that this provision is intended to be applied on a Residential Service Unit basis.

- C. Ownership of Recycling Bins. Ownership of Recycling Bins shall rest with the CONTRACTOR until such time as the Recycling Bin is delivered to the Residential Customer, at which time ownership of all initial and replacement Recycling Bins shall rest with the TOWN, except that ownership of any additional Recycling Bin for which a Residential Customer has paid a fee directly to the CONTRACTOR shall rest with the Residential Customer.
- D. Residential Recyclables Collection. The TOWN may, at its sole discretion, choose to convert Residential Recyclables Collection service from 18-gallon Recycling Bin service to rolling cart service, at no additional cost to the TOWN. If the TOWN chooses to make this change, the TOWN shall be responsible for purchasing such carts. The CONTRACTOR shall be responsible for assembling, distributing, and maintaining such carts; paying for any carts that require replacement due to damage caused by CONTRACTOR.

SECTION 6. RESIDENTIAL NON-COLLECTION PROCEDURES

- (1) 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. CONTRACTOR shall take a digital photograph of the pile to document the reason for non-collection. At the end of each Work Day, the CONTRACTOR shall notify the Contract Administrator the reason for the Non-Collection and shall electronically transmit any digital photographs to the Contract Administrator.
- B. In the event Recyclable Materials are contaminated through commingling with Residential Solid Waste, the CONTRACTOR shall, if practical, collect the Residential Recyclables and leave the Residential Solid Waste in the Recycling Bin along with a Non-Collection Notice explaining why the Residential Solid Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Residential Solid Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Residential Solid Waste renders the entire Recycling Bin contaminated, the CONTRACTOR shall leave the Recycling Bin un-emptied and issue a Non-Collection Notice containing instructions on the proper procedures for setting out Recyclable Materials. CONTRACTOR shall take a digital photograph of the commingled materials to document the reason for non-collection. At the end of each Work Day, the CONTRACTOR shall notify the Contract Administrator the reason for the Non-Collection and shall electronically transmit any digital photographs to the Contract Administrator.

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- C. The design and content of all Non-Collection Notices must be approved by the Contract Administrator and the cost of printing and delivery of said notices shall be paid for by the CONTRACTOR.
- D. At the end of each Work Day, the CONTRACTOR shall notify the Contract Administrator in writing of any non-collection occurrences, the reasons for the non-collection, and the addresses of such non-collection. The CONTRACTOR shall also electronically transmit any digital photographs of the non-collection to the Contract Administrator.

SECTION 7. RESIDENTIAL BULK WASTE PROCESSING

- A. The CONTRACTOR is responsible for the transport, processing, marketing, and final disposal of all Residential Bulk Waste collected by the CONTRACTOR. Bulk Waste must be processed at a legally permitted and licensed facility(ies) to process such materials, as agreed upon by the TOWN and CONTRACTOR. The Bulk Waste processing facility shall be the CONTRACTOR's Sun 2 Recycling Facility, or such other facility(ies) approved in writing by the Contract Administrator.
- B. To the extent practical, the CONTRACTOR shall recycle any recyclable items collected in the Residential Bulk Trash, including White Goods, and shall mulch, compost, or otherwise recycle Yard Trash. The CONTRACTOR shall record the quantities of Bulk Trash and Yard Trash recycled and the quantities disposed, and shall report such quantities to the Contract Administrator monthly.

SECTION 8. 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. Non-Exclusive Commercial Recycling. On a non-exclusive basis, the CONTRACTOR shall offer for a fee, not-to-exceed the rates established in Exhibit 3, attached hereto and included herein, to collect Recyclable Materials from those Commercial Customers to which they provide Commercial Collection Service. In this capacity, the CONTRACTOR is acting as a private hauler. The CONTRACTOR shall be responsible for the billing and collection of payment from Commercial Customers.

SECTION 9. 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 Contract Administrator.
- B. All Residential Recyclable Materials collected by the CONTRACTOR shall be delivered to the Designated MRF.
- C. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Section 20 of this Contract and may result in the CONTRACTOR being in default under this Contract.

SECTION 10. ADDITIONAL SERVICES

- A. TOWN Services. The CONTRACTOR shall provide, at no cost to the TOWN, the following Containers and Collection services, which may be adjusted during the term of the Contract based on need:

Location	Container Size	Quantity	Frequency of Collection
Town Hall – Solid Waste	6 cubic yards	1	Twice weekly
Town Hall – Recyclables	96-gallon cart	2	Once weekly
Town-related functions – Solid Waste	8 cubic yards	1	On call, up to 6 pickups/year

- B. Public Education. Each year during the term of this Contract, the CONTRACTOR shall provide a camera-ready public education flyer for distribution to Residential Service Units regarding Residential Collection Service. The notice 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 notice must be approved by the Contract Administrator prior to publication. The CONTRACTOR shall print and distribute the flyer to all Residential Service Units no later than September 1, 2012 and no later than September 1 of each year thereafter during the term of the Contract.
- C. Public Awareness Program. The CONTRACTOR agrees to cooperate in complying with requests of up to forty (40) hours per year from the TOWN to supply a curbside recycling truck and driver at public outreach events, provided that notice of at least five (5) Work Days is given. It is understood and agreed that there shall be no charge to the TOWN by CONTRACTOR for compliance with any requests to provide a demonstration collection truck and driver in response to the TOWN'S request. In the event that the TOWN'S notice for CONTRACTOR'S

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cooperation under this Section is less than five (5) Work Days, CONTRACTOR, at its sole discretion, may agree to provide the requested demonstration truck and driver.

- D, Townwide Notification Magnets. By October 31 of each year, CONTRACTOR agrees to mail to all Residential Customers a refrigerator magnet delineating the zones for the Residential Service and the specific collection days for Residential Waste, Bulk Waste, and Recyclables.

SECTION 11. RESIDENTIAL RATES AND BILLING

- A. Customer Billing. The TOWN shall be responsible for the billing and collection of payments for all Residential Collection Service. The CONTRACTOR shall be responsible for directly billing any newly constructed Residential Service Unit until the time that the unit is added to the annual assessment roll by the County Property Appraiser, which will result in it being billed by the TOWN through the annual solid waste assessment. The CONTRACTOR shall also be responsible for directly billing any Residential Customer who may seek special collection service from CONTRACTOR.
- B. CONTRACTOR Invoicing. The CONTRACTOR shall invoice the TOWN for Residential Collection Services rendered under this Contract no later than the tenth (10th) calendar 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 twenty (20) 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.
- C. Residential Service Unit Count. No later than September 15, 2012, and September 15 of each subsequent Contract Year, the TOWN will notify the CONTRACTOR of the new Residential Service Unit count that will become effective on October 1 of the upcoming Contract Year. In the event the CONTRACTOR does not agree with the Residential Service Unit count provided by the TOWN, 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 a Contract 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 Contract shall be the count as contained in the solid waste non-ad valorem assessment roll as currently maintained by the Broward County Property Appraiser. In the event the TOWN does not hear from the CONTRACTOR relating to the Residential Service Unit count by September 30 of each subsequent Contract Year, the new Residential Service Unit count submitted by the Town shall be deemed to be accepted by the CONTRACTOR and CONTRACTOR waives all rights to recourse for its failure to contest the Residential Service Unit count provided by the TOWN.
- 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 collection elements and Bulk Waste disposal element of the initial service rate shall not be adjusted through September 30, 2013. The Solid Waste disposal element will be established, as specified in Section 11.G, based on the Designated Disposal Facility tipping fee. The CONTRACTOR is responsible for making payment to the Designated Disposal Facility for the total tons of Residential Solid Waste disposed.

- E. Service Rate Adjustments. The rates for Residential Collection Service shall be adjusted October 1, 2013, and annually thereafter each Contract Year, as described herein. An example of the calculation of such adjustment is provided in Exhibit 4. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 26 and the Town Administrator.
- F. Collection Element Adjustment. The collection elements of the Residential Collection Service rates shall be adjusted based on the Consumer Price Index and a Fuel Index, as described herein.
- (1) Ninety-five percent (95%) of the collection elements of the Residential service rates shall be adjusted based on eighty percent (80%) of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the Miami-Fort Lauderdale Area (series ID #CUURA320SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April.
 - (2) Five percent (5%) of the collection elements of the Residential service rates shall be adjusted based on the total annual percentage change in the Fuel Index, rounded to the nearest tenth, for the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Dollars per Gallon) as published by the Energy Information Administration of the United States Department of Energy for the twelve (12) month period ending the last day of the month of April.
 - (3) In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the service rate paid by the Town in the previous Contract Year.
- G. Solid Waste Disposal Element Adjustment. The Solid Waste disposal element of the Residential service rate shall be adjusted annually based on the new tipping fee at the Designated Disposal Facility. The new annual Residential Solid Waste disposal element shall be calculated as follows:
- | | | | | |
|-----------------------------|---|--|---|--|
| New tipping
fee (\$/ton) | x | 1.4799 tons/Residential
Service Unit (Solid Waste
generation factor) | = | New Residential Solid Waste
disposal element
(\$/Residential Service Unit) |
|-----------------------------|---|--|---|--|
- Such changes in rate shall be effective immediately upon change in the tipping fee. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee, in the preparation of its monthly invoices to the TOWN; except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Residential Solid Waste, such lower tipping fee shall be used in the preparation of the monthly invoice to the TOWN. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.
- H. Bulk Waste Disposal Element Adjustment. The Bulk Waste disposal element of the Residential service rate shall be adjusted based on the Consumer Price Index.

- (1) The Bulk Waste disposal element shall be adjusted based on eighty percent (80%) of the total annual percentage change in the Consumer Price Index, rounded to the nearest tenth, for all Urban Consumers (CPI-U), All Items, Not Seasonally Adjusted for the Miami-Fort Lauderdale Area (series ID #CUURA320SA0) as determined and recorded by the United States Department of Labor, Bureau of Labor Statistics, for the twelve (12) month period ending on the last day of the month of April.
 - (2) In no event shall the annual Bulk Waste disposal element adjustment exceed five percent (5%) of the Bulk Waste disposal element of the service rate paid by the Town during the previous Contract Year.
- I. Contract 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 thirty-five thousand dollars (\$35,000) 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 Contract, up to an amount of thirty-five thousand dollars (\$35,000), 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 Contract Year.
 - (2) The remaining thirty thousand dollars (\$30,000) will be credited against the CONTRACTOR'S monthly invoices at one thousand (\$1,000) per month for thirty (30) months, beginning the second month of the Contract term.
- J. Franchise Permit Fee. With the exception of the initial year of this Contract, the CONTRACTOR shall pay an annual Franchise Permit Fee of five-thousand dollars (\$5,000) to the TOWN due on October 1st of each Contract Year.
- K. Recycling Revenues. The TOWN shall retain all revenue it receives from the Broward County Resource Recovery Board or the Designated MRF for the processing and sale of Residential Recyclable Materials.

SECTION 12. **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.
- B. Franchise Fee. By the twentieth (20th) day of each month, the CONTRACTOR shall remit a franchise fee to the TOWN equal to ten percent (10%) of the Commercial Collection Service fees charged and collected during the previous month. With such remittance, the CONTRACTOR shall provide documentation of the total amount of gross receipts for Commercial Collection Service during the previous month and calculation of the franchise fee.

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- 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, with the addition of the ten percent (10%) franchise fee. The collection elements of the initial service rates shall not be adjusted through September 30, 2013. The Solid Waste disposal elements will be established, as specified in Section 12.F, based on the Designated Disposal Facility tipping fee. The CONTRACTOR is responsible for making payment to the Designated Disposal Facility for the disposal of Commercial Solid Waste, and shall provide documentation of such payment to the TOWN.
- D. Service Rate Adjustment. The rates for Commercial Collection Service shall be adjusted October 1, 2013, and annually thereafter each Contract Year as described herein. An example of the calculation of such adjustment is provided in Exhibit 4. All rate adjustments shall be reduced to writing and signed by the CONTRACTOR representative identified in Section 26 and the Town Administrator.
- E. Collection Element Adjustment. The collection elements of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 11.F. In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element of the Commercial Collection Service rates charged by the CONTRACTOR during the previous Contract Year.
- F. Disposal Element Adjustment. The Solid Waste disposal element of the Commercial service rate shall be adjusted annually based on the following formula:

$$\begin{array}{rclclcl} \text{New tipping} & \times & 125 \text{ pounds/cy} & \times & 0.0005 & = & \text{New Commercial} \\ \text{fee (\$/ton)} & & (\text{Commercial waste} & & \text{tons/} & & \text{Solid Waste disposal} \\ & & \text{density factor)} & & \text{pound} & & \text{element (\$/cy)} \end{array}$$

Such changes in rate shall be effective immediately upon change in the tipping fee. In no event shall the CONTRACTOR utilize any tipping fee, other than the current approved tipping fee in the preparation of its invoices to Commercial Customers except that in the event the CONTRACTOR is charged a tipping fee that is less than the current approved tipping fee for the disposal of Commercial Solid Waste, such lower tipping fee shall be used in the preparation of invoices to Commercial Customers. The TOWN may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination.

SECTION 13. 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.

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SECTION 14. CONTRACTOR'S PERSONNEL

- A. The CONTRACTOR shall assign a qualified supervisor to be in charge of the operations within the Service Area and shall provide the name of that person in writing to the Contract Administrator annually and any other time the person in that position changes. The supervisor shall be available to the TOWN through the use of telecommunications equipment at all times that the CONTRACTOR is providing Residential Collection Service and shall be available onsite within two (2) hours of request by the Contract 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 15. 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 Recyclable Materials during Collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped Solid Waste, Bulk Waste, or Recyclable Materials. The CONTRACTOR shall transport all Solid Waste, Bulk Waste, and Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle.
- B. Equipment oil, 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.

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SECTION 16. 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 Contract. Any proposed change in the Collection system being used by the CONTRACTOR during the Contract period shall be submitted in writing by the CONTRACTOR to the Contract Administrator.
- B. Residential Collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Bulk Waste, and Recyclable Materials covered by this Contract, 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 shovel and a broom for the Collection of spilled materials.
- D. All equipment shall be kept well painted, in good repair and appearance, and in a sanitary, clean condition in order to meet community standards of appearance at all times. All Collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. To ensure compliance herewith, the TOWN reserves the right to inspect the CONTRACTOR'S Collection vehicles at any time to ascertain said sanitary condition. Accordingly, the CONTRACTOR shall provide annual written notification to the Contract Administrator as to the storage location of the Collection vehicles. Failure to keep a truck in good operable condition and acceptable appearance shall, after inspection and notice, cause the exclusion of that truck from the performance of Collection service pursuant to this Contract.
- 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 17. OFFICE

- A. The CONTRACTOR shall maintain an office 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 Residential 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 Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

SECTION 18. 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 Contract Administrator.
- B. The CONTRACTOR will maintain a written record of all inquiries and complaints in a manner prescribed by the TOWN. The following information will be recorded for each inquiry or complaint: date and time of call; name, address, and telephone number of person calling; reason for inquiry or complaint; and action taken by CONTRACTOR.
- C. For those complaints related to missed Collections that are received by 3:00 p.m. on a Work Day, the CONTRACTOR will return to the service address and collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint.
- D. For those complaints related to repair or replacement of Recycling Bins, the appropriate subsections of Section 5 of this Contract shall apply.
- E. At the end of each Work Day, the CONTRACTOR shall e-mail the written record of all complaints received during the previous Work Day to the Contract Administrator.
- F. On the first Work Day of each week, the CONTRACTOR shall e-mail to the Contract 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 the name, address, and telephone number of the complainant; date of occurrence; nature of occurrence; and the status of the disposition of the complaint.
- G. 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 Contract 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 three (3) day period of time as approved by the Contract Administrator. Upon the request of the CONTRACTOR, the Contract Administrator may grant a time extension. Proof of the need for an extension shall be submitted by the CONTRACTOR.
- H. On the first Monday of each month, the CONTRACTOR shall e-mail to the Contract 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.

- I. 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, CONTRACTOR shall immediately notify the Contract Administrator in writing. The Contract Administrator will investigate all disputed complaints and render a final and binding decision.

SECTION 19. RECORDKEEPING AND REPORTING

- A. The CONTRACTOR shall maintain records, documents, and other evidence directly pertinent to performance of work under this Contract in accordance with generally accepted management principles and practices. The TOWN shall have access to such books, records, documents, and other evidence for inspection, review, and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection. The Florida Public Records Act, Chapter 119 of the Florida Statutes, may have application to records or documents pertaining to this Contract, and CONTRACTOR acknowledges that such laws have possible application and agrees to comply with all such laws.
- B. The CONTRACTOR shall keep records of the amounts of Residential Solid Waste, Bulk Trash, and Yard Trash disposed; Residential Bulk Trash, Yard Trash, and Recyclable Materials recycled; Commercial Solid Waste disposed; and Commercial Recyclable Materials recycled. Such records shall be kept separate and apart from all other records maintained by the CONTRACTOR.
- C. The CONTRACTOR shall file and keep current with the TOWN all documents and reports required by this Contract.
- D. At the end of each Work Day, the CONTRACTOR shall electronically submit the following to the Contract Administrator, in a format approved by the Contract Administrator:
 - (1) Record of all complaints received during the previous Work Day.
 - (2) Record of Residential Customers that were denied, during that Work Day, collection of all Bulk Waste because it exceeded the twelve (12) cubic yard limit.
 - (3) Record of any non-collection occurrences during that Work Day, the reasons for the non-collection, and the addresses of such non-collection.
- E. Prior to the tenth (10th) calendar day of each month during the term of this Contract, the CONTRACTOR shall submit a report electronically to the Contract Administrator, in a format approved by the Contract 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.

- (2) Tonnage of Residential Bulk Trash, Residential Yard Trash, Residential Recyclable Materials, and Commercial Recyclable Materials recycled during the previous month.
 - (3) Number of new, replacement, or additional Recycling Bins distributed during the previous month.
 - (4) List of Commercial Customers receiving service the previous month, including each customer's name and address, size and number of Containers, frequency of Collection, and amount billed.
 - (5) Documentation of payment to the Designated Disposal Facility for disposal of Solid Waste during the previous month.
- F. Prior to September 15 of each year during the term of this Contract, 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, and list of Collection equipment vehicles.
- G. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to file statistical and other pertinent information pertaining to Residential Collection Service or Commercial Collection Service as may be requested by the TOWN 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 Contract.

SECTION 20. LIQUIDATED DAMAGES

It is the intent of the TOWN to ensure that the CONTRACTOR provides a quality level of Residential Collection Service and Commercial Collection Service. To this end, the Town may assess liquidated damages against the CONTRACTOR for failing to comply with requirements of this Contract, 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, liquidated damages, and not as a penalty, in the following amounts:

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| A. Failure or neglect to resolve each valid complaint in the timeframe specified in Section 18. | \$250.00 per incident per Residential Service Unit |
| B. Failure to repair damage to public or private property determined caused by the CONTRACTOR or its personnel within the timeframe approved by the Contract Administrator. | \$250.00 per incident per day, after the initial 72 hours |
| C. Failure to have a vehicle operator properly licensed. | \$250.00 per incident per location |
| D. Failure to submit to the TOWN all plans, reports, records, or other documents in the time required under the provisions of this Contract, unless otherwise approved by the Contract Administrator. | \$250.00 per incident per day after due date |
| E. Failure or neglect to complete more than 90 percent of each | \$1,000.00 per incident per day |

route on the regularly scheduled Collection day.

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| F. | Changing routes or route order without proper notification. | \$250.00 per incident per day |
| G. | Failure to deliver all Residential Solid Waste and Commercial Solid Waste to the Designated Disposal Facility. | \$1,000.00 per incident |
| H. | Failure to deliver all Residential Recyclable Materials to the Designated MRF. | \$1,000.00 per incident |
| I. | Failure to remit the Franchise Fee to the Town by the 20 th calendar day of each month. | \$250.00 per day after due date |

The Contract Administrator may assess liquidated damages pursuant to this Section on a monthly basis in connection with this Contract and shall, at the end of each month during the term of this Contract, notify the CONTRACTOR in writing of the liquidated damages assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment, it may request in writing a meeting with the Contract Administrator to resolve the issue. The TOWN shall notify the CONTRACTOR in writing of any action taken with respect to CONTRACTOR'S claims. 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.

SECTION 21. EMERGENCY SERVICE PROVISIONS

- A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. 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 Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract 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 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 Contract, to cover documented costs provided the CONTRACTOR has first secured written authorization and approval from the TOWN through the Contract 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. The CONTRACTOR shall provide the TOWN with a separate disaster cleanup agreement with specified rates at the commencement of each Contract Year.
- C. In the event of a declared disaster, the rate paid to the CONTRACTOR shall be the rate authorized and reimbursed by the Federal Emergency Management Agency (FEMA) for that work outside of the standard Contract services described herein. The TOWN reserves the right to hire additional hauling contractors for debris removal operations after it is determined by

the Contract Administrator that additional services are needed and after notice to the CONTRACTOR.

SECTION 22. PERFORMANCE BOND

Prior to commencing services, the CONTRACTOR shall furnish to the TOWN, and keep current for the full duration of the Contract and any renewal, a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of five hundred thousand dollars (\$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 23. INSURANCE

- A. The CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, 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 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 Contract.
- B. The CONTRACTOR shall provide the Town Administrator of the TOWN with the Certificates of Insurance for coverages and policies required by this Contract. All certificates shall state that the TOWN shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the TOWN may carry in its own name.
- C. All required insurance policies shall preclude any 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. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against TOWN for payment or assessments in any form on any policy of insurance. 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.

SECTION 24. 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 Contract, violation of applicable law, and the negligent acts or omissions of the CONTRACTOR in the performance of this Contract. 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 Contract to the TOWN or fails to perform any obligation required by this Contract, 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 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 Contract consists of the promises, payments, covenants, rights and responsibilities contained in this Contract.
- E. The execution of this Contract 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 23.

- 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 Contract.

SECTION 25. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the TOWN shall be between the CONTRACTOR and the Contract Administrator or designee who shall be the Town Administrator of the TOWN.

SECTION 26. 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, 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:

Stan Morris, Interim Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, J.D., Town Attorney
Law Offices of Becker and Poliakoff, P.A.
3111 Stirling Road
Fort Lauderdale, Florida 33312

As to the CONTRACTOR:

Southern Waste Systems, LLC
Charles Gusmano, President and CEO
790 Hillbrath Drive
Lantana, FL 33462

With a copy to:

Joseph M. Goldstein, Esq.
Shutts & Bowen LLP
200 East Broward Blvd., #2100
Fort Lauderdale, FL 33301

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. Facsimile transmission is acceptable notice, effective when received; however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next

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business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

SECTION 27. TERMINATION OF CONTRACT

A. Termination for Cause. The TOWN may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 26, upon the happening of any one of the following events:

- (1) The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- (2) By order or decree of a Court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated, in which case, said default shall be deemed immediate; or
- (3) By, or pursuant to or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver trustee or liquidator shall take possession or control of all or substantially all of the property of the CONTRACTOR, and such possession or control shall continue in effect for a period of sixty (60) days; or
- (4) The CONTRACTOR has defaulted by failing or refusing to pay in a timely manner the administrative charges or other monies due the TOWN and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
- (5) The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by TOWN to do so; or
- (6) In the event that the monies due the TOWN under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the Town Attorney; or
- (7) The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the TOWN pursuant thereto or has wrongfully failed or refused to comply with the

instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the TOWN to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the CONTRACTOR of written demand from the TOWN to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection for a period of three (3) consecutive Work Days, the TOWN may secure the CONTRACTOR'S billing records on the fourth (4th) Work Day in order to provide interim Contract Collection until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Work Days all liability of the TOWN under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the TOWN.

- B. Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the TOWN, and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator," shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively and shall constitute a condition of irredeemable default. The TOWN shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the TOWN may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall cease any further performance under this Contract.
- C. Effective Date of Termination. In the event of the aforesaid events specified in subsections A and B above and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the TOWN'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Contract 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 for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim Residential Solid Waste, Bulk Waste and Recycling Collection.

SECTION 28. MODIFICATIONS TO THE CONTRACT

The TOWN shall have the power to make changes in this Contract as the result of changes in law, TOWN Code, or both to impose new rules and regulations on the CONTRACTOR under this Contract relative to the scope and methods of providing Residential Collection Service or Commercial Collection Service as shall from time-to-time be necessary and desirable for the public welfare. The TOWN shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Residential Solid Waste, Bulk Waste or Recycling Collection as referenced herein shall also be liberally construed to include, but they are not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

The TOWN and the CONTRACTOR understand and agree that the Florida Legislature has the authority to make comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Contract. The CONTRACTOR agrees that the terms and provisions of any TOWN Code of the TOWN related to Solid Waste services and regulations, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Contract and the customers of the CONTRACTOR located within the Service Area. In the event any future change in the TOWN Code materially alters the obligations of the CONTRACTOR, then the Collection charges established in the Exhibits to this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The TOWN and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Contract, 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 of the CONTRACTOR due to any modification in the Contract under this Section. The TOWN and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

SECTION 29. 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.

SECTION 30. 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 Contract.

SECTION 31. FORCE MAJEURE

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

SECTION 32. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract 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 33. EQUAL OPPORTUNITY EMPLOYMENT

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 Contract for cause.

SECTION 34. 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 Contract. Any controversy or claim arising out of or relating to this Contract, 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 35. 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 36. GOVERNING LAW

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



SECTION 37. CONSENT TO JURISDICTION

The parties agree that the jurisdiction for any legal action arising out of or pertaining to this Contract 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 Contract shall be in Broward County, Florida.

SECTION 38. LITIGATION

In the event of any litigation which arises out of, pertains to, or relates to this Contract, 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 39. COMPLIANCE WITH LAWS

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

SECTION 40. SEVERABILITY

If any provision of this Contract or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Contract 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 41. ASSIGNMENT AND SUBLETTING

No assignment of this Contract or any right occurring under this Contract 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 Contract 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 Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Contract 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 Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

SECTION 42. MODIFICATIONS

This Contract constitutes the entire Contract 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.

SECTION 43. 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 Contract 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 44. 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 Contract 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 Contract 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 45. 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 Contract for Residential Collection Service and Commercial Collection Service.

SECTION 46. 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 Contract 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 47. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Contract and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Contract shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 48. HEADINGS

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


SECTION 49. EXHIBITS

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

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IN WITNESS WHEREOF, the TOWN and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

ATTEST:


Erika Gonzalez-Santamaria, CMC
TOWN CLERK

Date: 5/30/12

TOWN OF SOUTHWEST RANCHES, FLORIDA

A municipal corporation

By:


Jeff Nelson, Mayor

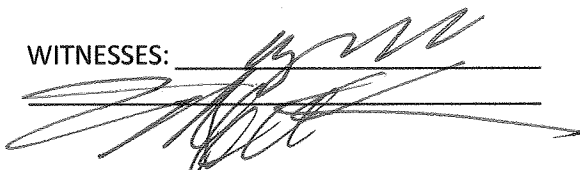
Date: 5/30/12

Approved as to form and correctness:


KEITH M. POLIAKOFF, J.D.
TOWN ATTORNEY

Date: 5/29/12

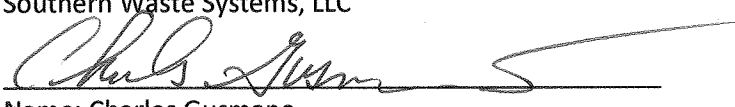
WITNESSES:



Date: 5/19/12

CONTRACTOR:

Southern Waste Systems, LLC


Name: Charles Gusmano

Title: Managing Member of Southern Waste Holdings Management, LLC, as General Partner of Southern Waste Systems Holdings, LP, as Managing Member of Southern Waste Systems, LLC

Date: _____

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EXHIBIT 1**RESIDENTIAL COLLECTION AND DISPOSAL SERVICE RATES**

These rates shall be in effect from October 1, 2012 through September 30, 2013. Rates shall be adjusted starting October 1 of each Contract Year thereafter as specified in Section 11 herein. Example rate adjustment calculations are provided in Exhibit 4.

RESIDENTIAL SERVICE		Generation Factor (tons/unit/ year)	Disposal Fee(\$/ton)	(a) Monthly Fee per Service Unit	(b) Annual Fee per Service Unit	(c) # of Service Units	= b*c Annual Price
1	Solid Waste Collection (2x/week, manual, unlimited)	NA	NA	\$ 9.25	\$ 111.00	2,461	\$ 273,171.00
2	Recycling Collection (1x/week, manual)	NA	NA	\$ 1.62	\$ 19.44	2,461	\$ 47,841.84
3	Bulk Waste Collection (every other week, 12 cy limit)	NA	NA	\$ 3.48	\$ 41.76	2,461	\$ 102,771.36
4	Solid Waste Disposal*	1.4799	\$ TBD	\$ TBD	\$ TBD	2,461	\$ TBD
5	Bulk Waste Processing/Disposal (as bid by CONTRACTOR)	2.3075	\$ 27.00	\$ 5.19	\$ 62.28	2,461	\$ 153,271.08
6	Total Residential Collection Service Rate (sum of rows 1-5)			\$ 19.54 + SW disposal	\$ 234.48 + SW disposal		\$ 577,055.28 + SW disposal

*Solid Waste Disposal Fee for the Designated Facility to be inserted and included in the calculation of the Residential Collection Service rate.

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EXHIBIT 2

COMMERCIAL COLLECTION AND DISPOSAL SERVICE RATES

These rates shall be in effect from October 1, 2012 through September 30, 2013. Rates shall be adjusted starting October 1 of each Contract Year thereafter as specified in Section 11 herein. Example rate adjustment calculations are provided in Exhibit 4.

Collection fee per cubic yard = \$ 3.75 (as proposed by CONTRACTOR)
 Weight per cubic yard disposal factor = 125
 Disposal fee per ton = \$ TBD
 Disposal portion of per cubic yard charge = \$ TBD

Pickups/Week		1	2	3	4	5	6	7
Cubic Yards	Service	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
1	Collection	\$ 16.24	\$ 32.48	\$ 48.71	\$ 64.95	\$ 81.19	\$ 97.43	\$ 113.66
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
2	Collection	\$ 32.48	\$ 64.95	\$ 97.43	\$ 129.90	\$ 162.38	\$ 194.85	\$ 227.33
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
3	Collection	\$ 48.71	\$ 97.43	\$ 146.14	\$ 194.85	\$ 243.56	\$ 292.28	\$ 340.99
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
4	Collection	\$ 64.95	\$ 129.90	\$ 194.85	\$ 259.80	\$ 324.75	\$ 389.70	\$ 454.65
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
6	Collection	\$ 97.43	\$ 194.85	\$ 292.28	\$ 389.70	\$ 487.13	\$ 584.55	\$ 681.98
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
8	Collection	\$ 129.90	\$ 259.80	\$ 389.70	\$ 519.60	\$ 649.50	\$ 779.40	\$ 909.30
	Disposal	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	Total	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

Note: Solid Waste Disposal Fee for the Designated Facility to be inserted and included in the calculation of the Commercial Collection Service rates based on an assumed density of 125 pounds per cubic yard.

CG

EXHIBIT 3**NOT-TO-EXCEED COMMERCIAL RECYCLING SERVICE RATES**

These are not-to-exceed monthly rates for weekly collection of commercial recycling fees the CONTRACTOR will charge Commercial Customers requesting recycling services. The CONTRACTOR shall provide this service on a non-exclusive basis. CONTRACTOR may charge less than these fees, but may not charge more.

COMMERCIAL RECYCLING SERVICES		Paper	Commingled Containers	Single Stream Recyclables
1	Recycling Bin / Collection	\$ 25.00	\$ 25.00	\$ 25.00
2	65-Gallon Cart / Collection	\$ 35.00	\$ 35.00	\$ 35.00
3	95-Gallon Cart / Collection	\$ 35.00	\$ 35.00	\$ 35.00
4	Dumpster - Cubic Yard / Collection	\$ 5.00	\$ 5.00	\$ 5.00

EXHIBIT 4

SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENTS

Effective October 1, 2013 and the same date each year thereafter during the term of the Contract, the collection elements of the Residential and Commercial Collection Service rates shall be adjusted based on the Consumer Price Index (CPI) and Fuel Index (FI). Ninety-five percent (95%) of collection elements shall be adjusted based on eighty percent (80%) of the total annual percentage change in the CPI, rounded to the nearest tenth and as defined below, for the twelve (12) month period ending on the last day of the month of April. Five percent (5%) of the collection elements shall be adjusted based on the total annual percentage change in the FI, rounded to the nearest tenth and as defined below, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual collection element adjustment exceed five percent (5%) of the collection element charged during the previous Contract Year.

Effective October 1, 2013 and the same date each year thereafter during the term of the Contract, the Bulk Waste disposal element of the Residential Collection Service rate shall be adjusted based on eighty percent (80%) of the total annual percentage change in the CPI, rounded to the nearest tenth and as defined below, for the twelve (12) month period ending on the last day of the month of April. In no event shall the annual Bulk Waste disposal element adjustment exceed five percent (5%) of the previous year's Bulk Waste disposal element.

The Solid Waste disposal element of the Residential and Commercial Collection Service rates shall be adjusted annually based on the new tipping fee at the Designated Disposal Facility.

CPI = Consumer Price Index for All Urban Consumers, All Items, Not Seasonally Adjusted for the Miami-Fort Lauderdale Area, published by the United States Department of Labor, Department of Labor Statistics (series ID # CUURA320SA0)

FI = Fuel Index for the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon), U.S. Department of Energy, Energy Information Administration

Assumptions:

- Average CPI May-April 2012 = 225.000
Average CPI May-April 2013 = 230.000
 $80\% \text{ of percentage change in CPI} = 80\% \times ((230.000 - 225.000) / 225.000) = 1.8\%$
- Average Fuel Index May-April 2012 = 3.500
Average Fuel Index May-April 2013 = 3.750
 $\text{Percentage change in Fuel Index} = (3.750 - 3.500) / 3.500 = 7.1\%$
- FY 2013 Solid Waste tipping fee = \$72.57/ton (actual FY 2013 rate not yet known, so FY 2012 rate is utilized for demonstration purposes)
FY 2014 Solid Waste tipping fee = \$50.00/ton

CB

EXHIBIT 4 (continued)

Residential Service Rate (\$/month)	a	b	c	d	e	i	j	k	l
	Oct 1, 2012 Rates	95% of Collection Elements	CPI (80% of % Change)	5% of Collection Elements	Fuel Index (% Change)	New Rate (calculated)	Formula	5% Cap	Exceeds 5% Cap?
Solid Waste collection	\$9.25	\$8.79	1.8%	\$0.46	7.1%	\$9.44	$= a + (b*c) + (d*e)$	\$9.71	No
Solid Waste disposal	\$8.95	na	na	na	na	\$6.17	$= (g*h) / 12$	\$9.40	na
Bulk Waste collection	\$3.48	\$3.31	1.8%	\$0.17	7.1%	\$3.55	$= a + (b*c) + (d*e)$	\$3.65	No
Bulk Waste disposal	\$5.19	na	1.8%	na	na	\$5.28	$= a + (a*c)$	\$5.45	No
Recycling collection	\$1.62	\$1.54	1.8%	\$0.08	7.1%	\$1.65	$= a + (b*c) + (d*e)$	\$1.70	No
TOTAL	\$28.49					\$26.10		\$29.91	

Solid Waste Disposal Rate (\$/month)	a	g	h	i	j
	Oct 1, 2012 Rates	New Solid Waste Tipping Fee	Generation Factor (tons/unit/year)	New Rate (calculated)	Formula
Solid Waste disposal	\$8.95	\$50.00	1.4799	\$6.17	$= (g*h) / 12$

CG



SOUTWAS-04

NIBLACKD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L000107
Insurance Office of America - LNG
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Eric Dotson
PHONE (A/C, No, Ext): (407) 788-3000 **FAX (A/C, No):** (407) 788-7933
E-MAIL ADDRESS: Eric.Dotson@ioausa.com

INSURED
Southern Waste Systems, LLC aka Sun Disposal; Sun Recycling, LLC
SWS National Accounts LLC
790 Hilbrath Dr.
Lantana, FL 33462

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Wesco Ins Co	25011
INSURER B : Houston Casualty Co	42374
INSURER C : Michigan Commercial Ins Mutual	10998
INSURER D : Essex Insurance Company	39020
INSURER E : American Safety Indemnity Co	25433
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		WPP106059900	5/8/2012	5/8/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO			WPP106059900	5/8/2012	5/8/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB						
	<input checked="" type="checkbox"/> EXCESS LIAB			H12XC5012900	5/8/2012	5/8/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE	X					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			WC10000158172012A	1/1/2012	1/1/2013	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	XS Employers Liab			3DJ1112	1/1/2012	1/1/2013	*See Description 1,000,000
E	Pollution Liability			EIL0315801201	5/8/2012	5/8/2015	Per Incident/Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Excess Employers Liability \$900,000 XS \$100,000 Each Accident, \$900,000 XS \$100,000 Each Employee, \$500,000 XS \$500,000 Disease - Policy Limit provided by Essex Insurance Company - AM Best Rating A.

Waiver of subrogation applies per WC000313 04/84 when required by written contract.

Workers compensation excess provided by Swiss Reinsurance Co. (Best Rating A+), Safety National Casualty Co. (Best Rating A), and Catlin RE (Best Rating A).

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

Town of Southwest Ranches Florida, Attn: Juanita Romance
13400 Griffin Road
Southwest Ranches, FL 33330-2628

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SOUTWAS-04

NIBLACKD

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY Insurance Office of America - LNG		License # L000107	NAMED INSURED Southern Waste Systems, LLC aka Sun Disposal; Sun Recycling, LLC SWS National Accounts LLC 790 Hilbrath Dr. Lantana, FL 33462
POLICY NUMBER SEE PAGE 1			
CARRIER	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Description of Operations/Locations/Vehicles:****Town of Southwest Ranches Florida is named as additional insured with respects to general liability for work performed by named insured and as required by a written contract.**

PERFORMANCE BOND
Annual Form

Bond No. K08547993

KNOW ALL BY THESE PRESENTS, that we Southern Waste Systems, LLC,
as Principal, and Westchester Fire Insurance Company, of 1133 Avenue of the Americas - 38th
Floor, New York NY, authorized to do business in the State of Florida, as
Surety, are held and firmly bound unto Town of Southwest Ranches
, as Oblige, in the maximum penal sum of Five Hundred Thousand and 00/100----- Dollars (\$500,000.00),
lawful money of the United States of America, for which payment well and truly to be
made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by
this Surety Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with
the Oblige to perform in accordance with the terms and conditions of the Solid Waste,
Recyclables and Bulk Waste Collection and Disposal Agreement - RFP 11-014, hereafter
referred to as the Contract, said Contract is hereby referred to and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above named
Principal, its successors and assigns, shall well and truly perform its obligations as set
forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain
in full force and effect pursuant to its items.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the
following express conditions:

1. Whereas, the Oblige has agreed to accept this Bond, this Bond shall be
effective for the definite period of October 1, 2012 to September 30, 2013
The Bond may be extended, at the sole option of the Surety, by Continuation
Certificate for additional periods from the expiry date hereof. However,
neither: (a) the Surety's decision not to issue a Continuation Certificate, nor
(b) the failure or inability of the Principal to file a replacement bond or other
security in the event the Surety exercises its right to not renew this Bond, shall
itself constitute a loss to the Oblige recoverable under this bond or any
extension thereof.
2. The above referenced Contract has a term ending September 30, 2017.
Regardless of the number of years this Bond is in force or the number of
Continuation Certificates issued, this Bond shall not be extended beyond
September 30, 2017 unless earlier nonrenewed pursuant to Paragraph 1 above.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be

had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. Regardless of the number of years this Bond is in force or the number of Continuation Certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by Rider.
5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address: Westchester Fire Insurance Company
ACE USA
1133 Avenue of the Americas - 38th Floor
New York NY 10036

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 29th day of March, 2012.

Southern Waste Systems, LLC
Principal

BY: 

Westchester Fire Insurance Company
Surety

BY: 

E. Timothy Kenneally, Attorney-in-Fact

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 29 day of MAR, 2012, before me personally appeared CHARLES GUSMANO, to me known to be a MEM./MGR. of SOUTHERN WASTE Sys., the Limited Liability Company executing the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the users and purposes therein mentioned and on oath stated CHARLES GUSMANO signed the instrument by authority of the Limited Liability Company's operating agreement.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my OFFICIAL SEAL, the day and year first written above,

(SEAL)




Sara S. Walden
Notary Public, residing at LAKE WORTH, FL
My Commission Expires 1-26-2014

ACKNOWLEDGMENT BY SURETY

STATE OF NEW YORK)
) ss.
County of NASSAU)

On this 29th day of March, 2012, before me personally
appeared E. Timothy Kenneally, known to me to be the Attorney-in-Fact
of Westchester Fire Insurance Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office
in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of New York
County of Nassau

FRED NASH ROE
Notary Public, State of New York
No. 01RO-4815494
Qualified in Nassau County
Commission Expires July 1, 2015

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY**, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

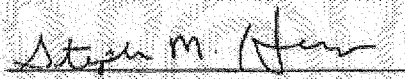
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint E. TIMOTHY KENNEALLY, EILEEN DUNHAM, PATRICIA VON POSCH, RICHARD K KAINZ, all of the City of LAKE SUCCESS, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents (\$5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 1 day of December 2011.

WESTCHESTER FIRE INSURANCE COMPANY

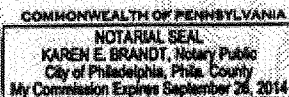



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 1 day of December, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.




Notary Public

I, the undersigned Assistant Secretary of the **WESTCHESTER FIRE INSURANCE COMPANY**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 29th day of March, 2012




William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 01, 2013

WESTCHESTER FIRE INSURANCE COMPANY

FINANCIAL STATEMENT

DECEMBER 31, 2010

ADMITTED ASSETS

BONDS	\$1,938,869,567
SHORT - TERM INVESTMENTS	25,097,524
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	13,073
PREMIUM IN COURSE OF COLLECTION*	40,638,352
INTEREST ACCRUED	17,732,232
OTHER ASSETS	163,640,708
TOTAL ASSETS	\$2,185,991,456

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$171,505,173
RESERVE FOR LOSSES	1,143,301,406
RESERVE FOR TAXES	0
FUNDS HELD UNDER REINSURANCE TREATIES	0
OTHER LIABILITIES	(5,252,361)
TOTAL LIABILITIES	1,309,554,218

CAPITAL: 928,592 SHARES, \$4.85 PAR VALUE	4,503,671
CAPITAL: PAID IN	189,413,813
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	96,216,781
SURPLUS (UNASSIGNED)	586,302,973
SURPLUS TO POLICYHOLDERS	876,437,238
TOTAL	\$2,185,991,456

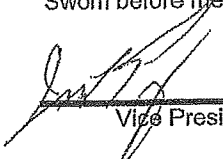
(*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John P. Taylor, being duly sworn, says that he is Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2010.

Sworn before me this April 12, 2011


Vice President


Notary Public

August 8, 2011
My commission expires

