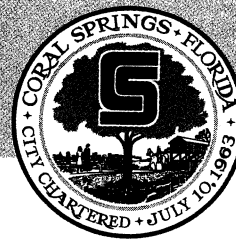


RFP 13-A-001

**SOLID WASTE COLLECTION AND RECYCLING
SERVICES**

EXCLUSIVE FRANCHISE AGREEMENT

WASTE PRO OF FLORIDA, INC.



June 10, 2013

Mr. Russell Mackie
Waste Pro of Florida, Inc.
17302 Pines Blvd.
Pembroke Pines, FL 33029

REFERENCE: Solid Waste Collection Services (Exclusive City-Wide Franchise), RFP 13-A-001

Dear Mr. Mackie:

Enclosed is a fully executed contract document between the City and Waste Pro of Florida, Inc. for Solid Waste Collection Services. This document should be retained for your records. The term of the contract begins January 1, 2014 through September 30, 2021.

If you have any questions, please contact me at your convenience.

Respectfully yours,

Angelo Salomone
Purchasing Administrator

AS:mlm

Encl.

Exclusive Franchise Agreement
between
Coral Springs, Florida
and
Waste Pro of Florida, Inc.
for the Collection of
Solid Waste and Recyclable Materials

Exclusive Franchise Agreement

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EXCLUSIVE FRANCHISE AGREEMENT

This Exclusive Franchise Agreement ("Agreement") is made and entered into this _____ day of _____, 2013 ("Effective Date") by and between the City of Coral Springs, Florida ("City"), a municipal corporation organized and existing under the laws of the State of Florida, and Waste Pro of Florida, Inc. ("Contractor"), a Florida corporation, which is authorized to do business in the State of Florida.

RECITALS

WHEREAS, the City issued a request for proposals ("RFP") (City RFP No. 13-001) for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the City; and

WHEREAS, the Contractor submitted a proposal in response to the City's RFP; and

WHEREAS, the City has relied upon the proposal and other information provided by the Contractor concerning the Contractor's experience and ability to provide Collection Services to the City; and

WHEREAS, after evaluating all of the proposals that were submitted in response to the City's RFP, the City Commission ("Commission") finds that the Contractor has submitted the best proposal; and

WHEREAS, the City wishes to use and the Contractor wishes to provide the Contractor's services for the Collection of Solid Waste and Recyclable Materials, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Commission finds that granting an exclusive franchise to the Contractor, subject to the terms and conditions contained in this Agreement, is in the public interest and will protect the public health, safety and welfare; and

WHEREAS, the Commission finds that the franchise granted herein properly balances the Commission's desire to provide excellent, environmentally-sound Collection Services to the City's residents and the Commission's desire to minimize the cost of such services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and the mutual benefits provided hereunder, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree that they shall be bound by and shall strictly comply with the following provisions of this Agreement:

SECTION 1: DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Section 1 shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase in the City's Ordinances shall apply. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, including but not limited to the definitions in the Ordinances, the definitions herein shall prevail when construing this Agreement.

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

1.2 **Agreement** shall mean this Exclusive Franchise Agreement between the City and the Contractor.

1.3 **Applicable Law** shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the City or Contractor under this Agreement.

1.4 **Assessment Roll** shall mean a non-ad valorem assessment roll relating to the City's solid waste services and costs that is authorized pursuant to Section 2-114.1 of the Ordinances and approved by an annual assessment resolution pursuant to Section 2-105(b) of the Ordinances.

1.5 **Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

1.6 **Building** shall mean any structure, whether temporary or permanent, built for the support, shelter or enclosure of people, chattel, or property.

1.7 **Bulk Waste** shall mean a large item that is discarded by a Customer on their Property as a result of normal housekeeping activities, which cannot be placed in a Garbage Cart because of its size, shape or weight. Bulk Waste includes, but is not limited to, White Goods, furniture, household goods, materials resulting from home improvement projects, fixtures, sinks, toilets, ladders, Electronic Equipment, and carpet. Bulk Waste includes Construction and Demolition Debris that complies with the limitations in Section 7.5, and Tires that comply with Section 7.6.

1.8 **Certificate of Occupancy** shall mean a document issued by the City certifying that a newly constructed building has been constructed in compliance with City specifications and is suitable for use.

1.9 **Change in Law** shall mean the adoption, promulgation, or modification of any Applicable Law after the Effective Date, which directly and substantially affects the Contractor's or City's cost or ability to perform under this Agreement. A Change in Law does not include a change in any tax law or workers' compensation law.

1.10 **City** shall mean, depending on the context, either (a) the geographic area contained within the boundaries of the incorporated City or (b) the government of the City, acting through the Commission or its designees.

- 1.11 **City Manager** shall mean the City's chief executive officer or the City Manager's designee(s).
- 1.12 **Collection** shall mean (a) the process of picking up Solid Waste and Recyclable Materials from a Person that generates such waste and materials and (b) the process of transporting and delivering the Solid Waste and Recyclable Materials to a Solid Waste Management Facility.
- 1.13 **Collection Container** shall mean Garbage Cans, Garbage Carts, Recycling Containers, and Mechanical Containers.
- 1.14 **Collection Plan** shall mean the Contractor's written plan for providing Collection Service in compliance with the requirements in this Agreement.
- 1.15 **Collection Service** shall mean one or more of the various services provided by the Contractor for the Collection of Solid Waste and Recyclable Materials pursuant to this Agreement.
- 1.16 **Commencement Date** shall mean January 1, 2014, which is the date when the Contractor shall begin providing Collection Services to the City pursuant to the requirements of this Agreement.
- 1.17 **Commercial Collection Service** shall mean: (a) the Collection of Commercial Waste from a Commercial Customer; (b) the Collection of Garbage, Rubbish, and Source Separated Recyclable Material from Multi-Family Dwellings, and (c) the Collection of Source Separated Recyclable Materials from a Commercial Customer, if the Contractor has a contract with the Commercial Customer to provide such service.
- 1.18 **Commercial Customer** shall mean any Person that owns or occupies Commercial Property and receives or should receive Commercial Collection Service from the Contractor pursuant to this Agreement.
- 1.19 **Commercial Lawn Care Company** shall mean a Person that provides lawn and garden maintenance services for remuneration. This definition includes landscapers.
- 1.20 **Commercial Property** shall mean real property that is located in the Service Area and not classified as Residential Property. Commercial Property includes property used primarily for: (a) commercial purposes, such as hotels, motels, stores, restaurants, business offices, theaters, and service stations; (b) institutional purposes, such as governmental offices, churches, hospitals, and schools; and (c) not-for-profit organizations. Commercial Property includes commercially zoned property that is used primarily for residential purposes. Vacant land, not classified as Improved Property, shall be deemed Commercial Property.
- 1.21 **Commercial Waste** shall mean Garbage and Rubbish generated on Commercial Property.
- 1.22 **Commission** shall mean the City Commission of the City of Coral Springs, Florida.
- 1.23 **Community Events** shall mean civic events sponsored or co-sponsored by the City.
- 1.24 **Compactor** shall mean a stationary or mobile mechanism that is used to densify Solid Waste in a Mechanical Container.
- 1.25 **Construction and Demolition Debris** shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete,

asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

1.26 **Consumer Price Index** or "CPI" shall mean the "Consumer Price Index—All Urban Consumers" for the South Urban Region, Base Period 1982-84 = 100 (Series ID CUUR0300SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency.

1.27 **Contingency Plan** shall mean the Contractor's plan for avoiding an interruption in Collection Service in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable.

1.28 **Contractor** shall mean Waste Pro of Florida, Inc., a Florida corporation.

1.29 **Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the Contractor's Collection vehicles. If there is no public access to the Customer's property, Curbside shall mean a location that is adjacent to a public or private roadway where the Contractor may lawfully gain access and provide Collection Service to the Customer.

1.30 **Customer** shall mean, depending on the context, a Commercial Customer or a Residential Customer or both.

1.31 **Designated Facility** shall mean the facility or facilities designated by the City for the Recycling or disposal of the Solid Waste and Recyclable Materials collected pursuant to this Agreement.

1.32 **Director** shall mean the Director of the City's Public Works Department or the Director's designee(s).

1.33 **Disaster Debris** shall mean debris that is produced or generated by a natural or human event which is declared a federal disaster. Disaster Debris includes but is not limited to Yard Trash, Construction and Demolition Debris, and Bulk Waste that is produced or generated by such a disaster.

1.34 **Disaster Debris Contract** shall mean the City's contract(s) with one or more contractors for the removal, hauling, processing, disposal, or Recycling of Disaster Debris.

1.35 **District Manager** shall mean the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Agreement.

1.36 **Duplex** shall mean a detached structure that contains two (2) Dwelling Units.

1.37 **Dwelling Unit** shall mean any type of structure or Building, or a portion thereof, intended for or capable of being utilized for residential living, except those structures or Buildings that are Commercial Property. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures.

1.38 **Effective Date** shall mean the date when this Agreement is signed and duly executed by the Commission or its designee, which shall occur after the Agreement is signed and duly executed by the Contractor.

- 1.39 **Electronic Equipment** shall mean large electronic devices that have been discarded, including but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and copying machines.
- 1.40 **Exempt Waste** shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.
- 1.41 Reserved.
- 1.42 **Field Supervisor** shall mean the Contractor's employee that is responsible for supervising the Contractor's Collection Services in the City.
- 1.43 **First Operating Year** shall mean the period beginning on January 1, 2014 (i.e., the Commencement Date) and continuing through and including September 30, 2014.
- 1.44 **Franchise Fee** shall mean the fee paid by the Contractor for: (a) the use of the streets, alleys, bridges, easements, and other public places in the City; and (b) the right to provide Collection Services in accordance with this Agreement.
- 1.45 **Garbage** shall mean all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.46 **Garbage Can** shall mean any commonly available metal or heavy-duty plastic receptacle for Solid Waste that has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides, and a capacity of approximately thirty-four (34) gallons or less.
- 1.47 **Garbage Cart** shall mean a container that is made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Garbage and Rubbish.
- 1.48 Reserved.
- 1.49 **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes any material or substance identified as a hazardous waste, hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes, or other Applicable Law.
- 1.50 **Holiday** shall mean a Day when the Contractor does not need to provide Collection Service to Residential Customers pursuant to this Agreement. The only Holiday is Christmas (December 25), unless the City and the Contractor mutually agree to add additional Holidays.
- 1.51 **Improved Property** shall mean any cleared, graded or drained real property upon which a Building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional or industrial use.

- 1.52 **Interest** shall mean a payment by the City or the Contractor for the use of money, which shall be set at the maximum rate allowed by law (not to exceed eighteen percent (18%) per annum) or at a rate determined pursuant to Section 55.03(1), Florida Statutes, whichever is larger.
- 1.53 **Interlocal Agreement** ("ILA") shall mean the "Interlocal Agreement between Broward County and Participating Communities for Solid Waste Disposal Support Services" executed by the City on January 16, 2013. Interlocal Agreement also shall mean any agreement that is executed by the City and the County in the future and designated by the City as the successor to the Interlocal Agreement.
- 1.54 **Land Clearing Debris** shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.
- 1.55 **Legitimate Complaint** shall mean any complaint by a Customer or the City in a case where the applicable requirements of this Agreement concerning the Collection of Solid Waste and Source Separated Recyclable Material were not satisfied by the Contractor.
- 1.56 **Load** shall mean the Solid Waste, Recyclable Material, and other cargo that is collected and transported in a Collection vehicle.
- 1.57 **Low Density Dwelling** shall mean a Building with multiple Dwelling Units that are located under one roof and receive Collection Service at Curbside with Garbage Carts. Exhibit 12 is a list of the Low Density Dwellings currently in the Service Area.
- 1.58 **Materials Recovery Facility** shall mean a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.
- 1.59 **Mechanical Container** shall mean a dumpster, Roll-Off Container, Compactor, or other large container that is placed on and removed from a Person's Premises with mechanical equipment, and used for the Collection of Solid Waste or Recyclable Materials.
- 1.60 Reserved.
- 1.61 **Missed Collection** shall mean any occasion when the Contractor fails to provide Collection Service to a Customer on a Scheduled Collection Day in accordance with the provisions of this Agreement.
- 1.62 Reserved.
- 1.63 **Multi-Family Dwelling** shall mean a Building with multiple Dwelling Units that are located under one roof and receive Collection Service with a Mechanical Container. Multi-Family Dwellings includes apartments, condominiums and mixed-use Buildings that contain multiple Dwelling Units.
- 1.64 **New Customer** shall mean a Person that did not receive Solid Waste services from the City's franchised hauler before the Commencement Date.
- 1.65 **Non-Collection Notice** shall mean a written form, tag, or sticker that is used by the Contractor to notify a Customer of the reason(s) why the materials Set Out by the Customer were not collected by the Contractor.

- 1.66 **Non-Conforming Material** shall mean any material that is Set Out for Collection in a Recycling Container, but is not a Recyclable Material.
- 1.67 **Operating Day** shall mean a calendar day, except Sundays and Holidays, beginning January 1, 2014 and continuing throughout the term of this Agreement.
- 1.68 **Operating Month** shall mean a calendar month, beginning January 2014 and each month thereafter throughout the term of this Agreement.
- 1.69 **Operating Year** shall mean each period of twelve (12) consecutive months, beginning on October 1 and ending on September 30, during the term of this Agreement; however, the First Operating Year shall begin on January 1, 2014 and end on September 30, 2014.
- 1.70 **Ordinances** shall mean the City's Code of Ordinances, as amended from time to time.
- 1.71 **OSHA** shall mean the Occupational Safety and Health Act and all implementing regulations.
- 1.72 **Performance Bond** shall mean the financial security furnished by the Contractor as a guarantee that the Contractor will perform its work and pay all lawful claims in compliance with the terms of this Agreement.
- 1.73 **Person** shall mean any and all persons, natural or artificial, including any individual, firm, partnership, joint venture, or other association, however organized; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any City or municipality; and any governmental agency of any state or the federal government.
- 1.74 **Plastic Bag** shall mean a heavy-duty plastic trash bag that is securely tied at the top, with a capacity of thirty-three (33) gallons or less.
- 1.75 **Premises** shall mean Improved Property.
- 1.76 **Radioactive Waste** shall mean any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.
- 1.77 **Rates** shall mean the fees and charges approved by the City for the Contractor's Collection Services.
- 1.78 **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known Recycling potential, can be feasibly recycled and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Material does not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile, or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.
- 1.79 **Recyclable Materials** shall mean those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

1.80 Recycling shall mean any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

1.81 Recycling Bin shall mean a rectangular bin that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, and used for the Collection of Recyclable Materials.

1.82 Recycling Carts shall mean a container that is made of heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the City logo, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the automated or semi-automated Collection of Recyclable Materials.

1.83 Recycling Container shall mean any container approved by the Director for the Collection of Recyclable Materials, including but not limited to Recycling Carts.

1.84 Residential Collection Service shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

1.85 Residential Customer shall mean a Person that receives Residential Collection Service at a single family Dwelling Unit, a Low Density Dwelling, or other Improved Property that is included in the Assessment Roll.

1.86 Residential Customer List shall mean a list that identifies the Residential Property and the Dwelling Units that are entitled to receive Residential Collection Service from the Contractor.

1.87 Residential Property shall mean: (a) each parcel of Improved Property in the Service Area that is used for a single family Dwelling Unit; (b) each Low Density Dwelling; and (c) any other Improved Property that is included in the Assessment Roll.

1.88 Residential Waste shall mean Garbage, Rubbish, Yard Trash, Recyclable Materials, and Bulk Waste generated by a Customer upon the Customer's Residential Property.

1.89 Roll-Off Container shall mean a large metal container used for the Collection of Solid Waste or Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a Collection site and then rolled onto the vehicle when the container is ready to be transported to a Solid Waste Management Facility.

1.90 Rubbish shall mean waste material (other than Garbage, Yard Trash, and Bulk Waste) resulting from normal housekeeping activities on Residential Property. Rubbish includes but is not limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

1.91 Scheduled Collection Day shall mean a day when the Contractor is scheduled to provide Collection Service to a Customer for Recyclable Materials or one of the various components of Residential Waste.

1.92 Reserved.

1.93 Service Area shall mean the incorporated area of the City.

- 1.94 **Set Out** shall mean the preparation and placement of Solid Waste and Recyclable Materials for Collection at the Customer's Premises, in accordance with the requirements in this Agreement.
- 1.95 **Side Door Service** shall mean the Collection of Solid Waste and Recyclable Materials from a Residential Customer's side yard, back yard, or other location that is not Curbside.
- 1.96 **Sludge** shall mean 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 waste having similar characteristics.
- 1.97 **Solid Waste** shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid Waste includes but is not limited to Biomedical Waste, Bulk Waste, Commercial Waste, Construction and Demolition Debris, Disaster Debris, Electronic Equipment, Garbage, Hazardous Waste, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Tires, White Goods, and Yard Trash.
- 1.98 **Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials processing facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.
- 1.99 **Source Separated Recyclable Materials** shall mean Recyclable Materials that are separated from the Solid Waste at the location (e.g., Residential Property) where they are generated and then Set Out for Collection at that location.
- 1.100 Reserved.
- 1.101 **Supplemental Collection Service** shall mean the Collection of Construction and Demolition Debris, Bulk Waste, Land Clearing Debris, or other materials, in response to a Customer's request, at times other than the Scheduled Collection Day or in quantities that are greater than the amounts authorized herein for Collection on the Scheduled Collection Day.
- 1.102 **Tipping Fee** shall mean a fee that must be paid for the disposal of a Solid Waste or Recyclable Material.
- 1.103 **Tires** shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but excluding tires that have an inside diameter of 25 inches or greater.
- 1.104 **Transfer Station** shall mean the City's land and public drop-off facilities located at the intersection of 127th Avenue and Wiles Road in the Park of Industry, which are used to receive, temporarily store, and then load Solid Waste and Source Separated Recyclable Materials into vehicles for transport to a Designated Facility.
- 1.105 **Transition Period** shall mean the period of time between the Effective Date and the Commencement Date.

1.106 **Transition Plan** shall mean a document describing in detail the activities that will be undertaken, and the schedule that will be followed, by the Contractor to ensure that the Contractor successfully provides Collection Service in compliance with this Agreement on the Commencement Date.

1.107 **White Goods** shall mean large discarded appliances, including but not limited to refrigerators, ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White Goods must be generated by the Customer at the Customer's Improved Real Property where the White Goods are collected.

1.108 **Yard Trash** shall mean vegetative matter resulting from landscaping maintenance, including but not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches.

SECTION 2: CONTRACTOR'S FRANCHISE

2.1 EXCLUSIVE FRANCHISE FOR RESIDENTIAL AND COMMERCIAL COLLECTION SERVICE

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise to provide Residential Collection Service and Commercial Collection Services in the Service Area. The Contractor shall have the sole right to provide these Collection Services in the Service Area. The Contractor shall have the sole responsibility for providing these Collection Services in compliance with the requirements set forth in this Agreement.

2.2 EXCLUSIVE FRANCHISE FOR CERTAIN CONSTRUCTION AND DEMOLITION DEBRIS

Subject to the conditions and limitations contained in this Agreement, the Contractor is hereby granted an exclusive franchise for the Collection of Construction and Demolition Debris generated in the Service Area, except for (a) Construction and Demolition Debris generated during the construction, demolition, or renovation of single-family Dwelling Units, Low Density Dwellings, and Multi-Family Dwellings, and (b) Land Clearing Debris and other materials generated by the clearing or excavation of a site. At its option, the City may grant to any other Person a non-exclusive franchise for the Collection of the materials identified in (a) and (b), above.

2.3 LIMITATIONS ON THE CONTRACTOR'S FRANCHISE

This Agreement only grants a franchise for the services and types of Solid Waste that are explicitly addressed herein. No other services or materials are subject to the Contractor's franchise under this Agreement.

SECTION 3: TERM OF THIS AGREEMENT

3.1 INITIAL TERM OF FRANCHISE AGREEMENT

This Agreement shall take effect and be binding upon the parties from the Effective Date until the date when this Agreement is terminated or expires. The initial term of this Agreement shall begin on the Effective Date and continue through and including September 30, 2021, unless this Agreement is terminated earlier.

3.2 CITY'S OPTION TO RENEW THE AGREEMENT

At the end of the initial term and at the end of each renewal term (if any), the City shall have the right to renew this Agreement for an additional one (1) year period, unless the Contractor gives written notice to the City Manager that the Contractor is not willing to renew this Agreement and such notice is delivered at least three hundred and sixty (360) calendar days before the end of the then current term of the Agreement. With regard to the initial term and each renewal term (if any), the City shall give written notice to the Contractor at least one hundred eighty (180) calendar days before the end of the then current term if the City wishes to renew this Agreement. Each renewal term shall be one year in duration, unless the City and Contractor mutually agree to a longer term. Notwithstanding the City's right to renew this Agreement, the cumulative duration of all renewal terms shall not exceed eight (8) years.

SECTION 4: THE SERVICE AREA

4.1 DESCRIPTION OF THE SERVICE AREA

The Service Area includes all of the land located within the incorporated areas of the City. A general map of the Service Area is provided in Exhibit 1.

4.2 ADJUSTMENTS TO THE SERVICE AREA

The boundaries of the Service Area may be adjusted if lands are added to or removed from the City pursuant to an annexation, interlocal agreement, or similar change. In such cases, the rights of the Contractor may be revised in accordance with Section 171.062, Florida Statutes, or other Applicable Laws.

The annexation of lands after the Effective Date may require the Contractor to provide Collection Services in the annexed area or, in the alternative, such area may be served by another Person. In either case, the Contractor shall provide its services to the City (with or without the annexed area) for the Rates established in this Agreement. There shall be no change in the Contractor's Rates if Collection Service in the annexed area is provided by another Person.

SECTION 5: CONTRACTOR'S OBLIGATIONS PRIOR TO COMMENCEMENT DATE

5.1 CONTRACTOR'S TRANSITION PLAN

Contractor shall ensure that there is no disruption experienced by Customers when the Contractor begins to provide its services under this Agreement on the Commencement Date. Accordingly, Contractor shall prepare and provide the Director with a Transition Plan promptly after the Effective Date. At a minimum, the Transition Plan shall demonstrate that the Contractor will hire and train the necessary personnel, and procure and prepare the necessary vehicles and equipment, prior to the Commencement Date. The Transition Plan shall explain how and when the Contractor will provide Garbage Carts, Recycling Carts, and other Collection Containers to Customers prior to the Commencement Date. The Transition Plan is subject to the approval of the Director. If requested, the Contractor shall provide additional information to the Director concerning the Transition Plan, revise the plan within twenty (20) calendar days, and resubmit the plan for the Director's approval.

5.2 DEADLINES FOR THE CONTRACTOR'S TRANSITION PLANNING

The Contractor shall provide its Transition Plan to the Director no later than August 1, 2013. At a minimum, the Contractor shall address the following specific performance requirements in the Transition Plan and shall accomplish them no later than the following deadlines:

- (a) By August 15, 2013, Contractor and City shall meet and discuss the Contractor's Transition Plan and any other matters that will help ensure the successful implementation of the Contractor's Transition Plan.
- (b) By September 1, 2013, Contractor shall provide the Director with a Collection Plan, pursuant to Section 23, below, which shall be subject to the approval of the Director. If requested, the Contractor shall provide the Director with a revised Collection Plan, within twenty (20) calendar days after receiving the Director's comments.
- (c) By September 15, 2013, Contractor shall provide the Director with documentation demonstrating that all necessary Collection vehicles, equipment, and Collection Containers have been ordered and will be delivered to Contractor's equipment yard no later than December 15, 2013.
- (d) By October 1, 2013, Contractor shall provide the Director with a plan for the assembly and distribution of the Garbage Carts and Recycling Carts that will be provided to the Customers. The Contractor's plan shall describe the timing, staffing, staging locations, distribution methods, and distribution schedule for the carts.
- (e) By October 15, 2013, the Director and the Contractor shall meet and discuss the Contractor's plan for the assembly and distribution of the Garbage Carts and Recycling Carts. If requested, the Contractor shall provide the Director with a revised plan within twenty (20) calendar days after receiving the Director's comments. During their meeting, the Contractor and the City also shall discuss any other relevant issues concerning the status of the Contractor's Transition Plan and its implementation. The Contractor's District Manager shall attend this meeting with the City.
- (f) By November 15, 2013, Contractor shall provide the Director with a written safety plan covering all aspects of the Contractor's operations under this Agreement, in compliance with the requirements of Section 22, below. The Contractor also shall provide the Director with a Contingency Plan, pursuant to Section 37.4, below.
- (g) By November 15, 2013, the Contractor shall provide the Director with an electronic (digital) copy of the notice that the Contractor intends to publish in the local newspapers concerning the commencement of the Contractor's Collection Services. By November 15, 2013, the Contractor also shall provide the Director with an electronic (digital) copy of the brochures and informational materials that the Contractor intends to provide to Customers concerning the Collection Services it will provide under this Agreement. The notice, brochure, and material shall contain the information required by Section 35, below.
- (h) By December 15, 2013, Contractor and the Director shall meet and discuss the status of Contractor's Transition Plan and its implementation.

- (i) By December 15, 2013, the Contractor shall confirm in writing to the Director that all of the vehicles and equipment necessary to provide Collection Service have been delivered to the Contractor's equipment yard. In addition, Contractor shall confirm in writing to the Director that all of the Garbage Carts, Recycling Carts, and Collection Containers necessary to provide Collection Service have been delivered to the Contractor's equipment yard, or will be delivered in accordance with the Contractor's approved schedule for the assembly and distribution of the carts.
- (j) By December 20, 2013, Contractor shall confirm in writing to the Director that all of the vehicles necessary to provide Collection Service have been registered, licensed, tagged, and equipped, and are ready to perform in compliance with the requirements of this Agreement.
- (k) By December 20, 2013, Contractor shall provide the Director with a vehicle list that identifies the make, model, year, tare weight, license tag number, and identification number for each Collection vehicle.
- (l) By December 20, 2013, Contractor shall deliver notices and informational materials to all Customers concerning Contractor's Collection Service. The notices and informational materials shall be subject to the Director's approval and shall be delivered in compliance with the requirements in Section 35, below.
- (m) By December 27, 2013, Contractor shall confirm in writing to the Director that: (1) the Contractor has delivered the City-approved notices, brochures, and informational materials to all of the Customers; (2) Contractor has hired and trained all of the employees needed to provide Collection Service in compliance with the requirements in this Agreement; and (3) all of the Contractor's drivers have inspected their Collection routes and confirmed their ability to complete their routes on the Scheduled Collection Days.
- (n) By December 30, 2013, Contractor shall confirm in writing to the Director that it has delivered all of the Garbage Carts, Recycling Carts, and other Collection Containers needed to provide Collection Service in compliance with this Agreement.

SECTION 6: GENERAL SCOPE OF CONTRACTOR'S DUTIES

Subject to the conditions contained herein, the Contractor shall:

- (a) provide Garbage Carts and Recycling Carts to Residential Customers;
- (b) provide Residential Collection Service and Commercial Collection Service;
- (c) collect the Residential Waste and Commercial Waste generated in the Service Area;
- (d) deliver Residential Waste, Commercial Waste, and Source Separated Recyclable Materials to the Designated Facilities;
- (e) operate the City's Transfer Station;

- (f) comply at all times with the requirements in this Agreement and Applicable Law;
- (g) provide all labor, services, supervision, materials, and equipment necessary to accomplish the Contractor's work under this Agreement; and
- (h) perform all of its work under this Agreement at Contractor's sole expense, in exchange for the payments by the City and Customers of the Rates authorized herein.

SECTION 7: CONTRACTOR'S SPECIFIC COLLECTION SERVICES

7.1 RESIDENTIAL COLLECTION SERVICE

The Contractor shall provide the following Residential Collection Services to each Customer that resides in a single family Dwelling Unit, a Low Density Dwelling, or other Improved Property that is included in the Assessment Roll.

- 7.1.1 The Contractor shall collect each Residential Customer's Garbage and Rubbish at the Curbside twice each week. The Contractor shall provide this service by using automated equipment and Garbage Carts.
- 7.1.2 The Contractor shall collect each Residential Customer's Source Separated Recyclable Materials at the Curbside once each week. The Contractor shall provide this service by using automated equipment and Recycling Carts.
- 7.1.3 The Contractor shall collect each Residential Customer's Bulk Waste and Yard Trash at the Curbside once each week. The Scheduled Collection Day for the Collection of a Customer's Bulk Waste and Yard Trash shall be the first Scheduled Collection Day each week for the Collection of that Customer's Garbage.
- 7.1.4 Reserved.
- 7.1.5 Except as otherwise provided herein, the Contractor shall collect all of the Garbage, Rubbish, Yard Trash, Bulk Waste, and Source Separated Recyclable Materials that are Set Out at Curbside by each Customer.
- 7.1.6 The Contractor shall collect all of the Garbage and Rubbish that is Set Out by a Residential Customer in the Customer's Garbage Cart(s). On the first Scheduled Collection Day for Garbage and Rubbish after a Holiday, the Contractor also shall collect all of the Garbage and Rubbish that is Set Out by a Residential Customer in Plastic Bags and Garbage Cans. If a Customer Sets Out Garbage and Rubbish in Plastic Bags or Garbage Cans at other times, the Contractor may leave the Plastic Bags and Garbage Cans at Curbside, but if the Contractor does, the Contractor shall place a Non-Collection Notice on the Plastic Bags and Garbage Cans and the Contractor shall comply with the requirements in Sections 15.1 and 15.5, below.

7.2 RESIDENTIAL COLLECTION SERVICE FOR RECYCLABLE MATERIALS

The Contractor shall collect all of the Source Separated Recyclable Materials that are Set-Out at Curbside by Residential Customers in Recycling Carts. At a minimum, the Contractor shall

collect all of the following Source Separated Recyclable Materials: (a) newspaper, cardboard, paper, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7); (d) glass bottles and containers; (e) aseptic or poly-coated food and beverage containers; (f) any other Source Separated Recyclable Material that can be accepted and recycled by the Designated Facility for Source Separated Recyclable Materials, as identified in Section 19.3; and (g) other Recyclable Materials designated by the Director.

Exhibit 2 is an interlocal agreement dated August 31, 2012 between Broward County and the City for "Recyclable Materials Recovery." In Section 1.8 of Exhibit 2, the Source Separated Recyclable Materials that will be accepted at the Designated Facility are identified and defined as "Program Materials." The Contractor shall collect all of these "Program Materials."

7.3 RESIDENTIAL COLLECTION SERVICE FOR BULK WASTE

- 7.3.1 The Contractor shall collect Bulk Waste that is Set Out at Curbside by Residential Customers.
- 7.3.2 The Contractor is not required to collect more than six (6) cubic yards of Bulk Waste from any Residential Customer in one day. If a Residential Customer Sets Out more than six (6) cubic yards of Bulk Waste for Collection, the Contractor shall collect at least six (6) cubic yards of the Customer's Bulk Waste on the Scheduled Collection Day for Bulk Waste, but the Contractor may leave the remainder.
- 7.3.3 If the Contractor elects to leave some of the Bulk Waste, the Contractor shall place a Non-Collection Notice on the remaining materials or on the Customer's door knob, in compliance with Section 15.1, below. A Non-Collection Notice also shall be provided to the Customer in compliance with Section 15.1 if the Contractor leaves any material at the Customer's Premises pursuant to Sections 7.4, 7.5, or 7.6, below.

7.4 RESIDENTIAL COLLECTION SERVICE FOR YARD TRASH

The Contractor shall collect the Yard Trash that is Set Out at Curbside by each Residential Customer. The Contractor shall not collect Yard Trash with Bulk Waste in the same vehicle; Bulk Waste and Yard Trash shall be collected in separate vehicles. The Contractor is not required to collect more than six (6) cubic yards of Bulk Waste from a Residential Customer on one day, and this limitation applies to the total amount of Bulk Waste and Yard Trash (combined) that is Set Out by a Residential Customer.

Yard Trash may be Set Out at Curbside in Garbage Cans, biodegradable bags, or Plastic Bags. Yard Trash also may be tied, bundled, or stacked in piles at Curbside.

There is no size limit on the length, weight, or diameter of a single piece of Yard Trash; the Contractor shall collect the Customer's Yard Trash, regardless of the size, length, weight, or diameter of any single piece of Yard Trash.

7.5 RESIDENTIAL COLLECTION SERVICE FOR CONSTRUCTION AND DEMOLITION DEBRIS

If a Residential Customer places Construction and Demolition Debris at the Curbside, the Contractor shall collect the Construction and Demolition Debris as Bulk Waste, but the

Contractor is not required to collect more than two (2) cubic yards of Construction and Demolition Debris from any Residential Customer on any Scheduled Collection Day. The two (2) cubic yards of Construction and Demolition Debris are part of, and not in addition to, the six (6) cubic yards of Bulk Waste that the Contractor must collect on a Scheduled Collection Day.

7.6 RESIDENTIAL COLLECTION SERVICE FOR TIRES

The Contractor shall collect Tires that are Set Out at Curbside for Collection as Bulk Waste, but the Contractor is not required to collect more than two (2) Tires from any Residential Customer on any Scheduled Collection Day.

7.7 RESIDENTIAL COLLECTION SERVICE FOR EXCESS AND OVERSIZED MATERIALS

This Agreement does not require the Contractor to collect the following materials from any Residential Customer on a single Operating Day: (a) Bulk Waste or Yard Trash that exceeds six (6) cubic yards; (b) Construction and Demolition Debris that exceeds two (2) cubic yards; (c) more than two (2) Tires; or (d) any combination of Bulk Waste, Yard Trash, and Construction and Demolition Debris that exceeds six (6) cubic yards. At its option, however, the Contractor may collect such materials as part of its routine Collection Service for Residential Customers or as a Supplemental Collection Service. The Contractor shall not charge a separate fee for the Collection of these materials, unless the Customer requested a Supplement Collection Service and agreed to pay the applicable Rate before the Contractor provided its Supplemental Collection Service. The Contractor shall bill and collect its Rates directly with the Customer for any Supplemental Collection Service. The Rate for Supplemental Collection Service is in addition to the Rate paid by all Residential Customers for the Collection of their Residential Waste.

7.8 RESIDENTIAL SIDE DOOR SERVICE FOR SUBSCRIPTION CUSTOMERS

The Contractor shall provide Side Door Service to any Residential Customer that requests and pays for such service. Side Door Service is available only for the Collection of Garbage, Rubbish, and Recyclable Materials; Side Door Service is not available for the Collection of Yard Trash or Bulk Waste. The Contractor shall bill and collect its Rates for Side Door Services from the Residential Customers receiving such services. The Contractor may bill in advance and collect its Rate for Side Door Service before the Contractor provides this service. The Rate for Side Door Service is in addition to the Rate paid by all Residential Customers for the Collection of their Residential Waste.

7.9 COMMERCIAL COLLECTION SERVICES

The Contractor shall provide the following Commercial Collection Services for each Person that owns or occupies Commercial Property, other than Multi-Family Dwellings:

- 7.9.1 The Contractor shall collect all of the Commercial Waste that is Set Out by each Commercial Customer in the Service Area. This service shall be provided at least once each week for each Commercial Customer and it shall be provided at least twice each week for each restaurant, grocery store, and other Commercial Customer that generates significant quantities of Garbage, unless the Director approves a different schedule for Collection.

- 7.9.2 The Contractor shall use Mechanical Containers to provide Commercial Collection Service for Garbage and Rubbish. The Contractor shall not collect Garbage or Rubbish with Garbage Cans or Garbage Carts.

7.10 COMMERCIAL COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS

The Contractor shall provide Commercial Collection Service with Mechanical Containers to all Multi-Family Dwellings in the Service Area. The Contractor shall provide the following services to each Customer that receives Collection Service at a Multi-Family Dwelling:

- 7.10.1 All of the Customer's Garbage and Rubbish shall be collected in a Mechanical Container at the Customer's Premises at least two (2) times each week. If Yard Trash and Bulk Waste are placed in the Mechanical Container, they shall be collected with the Garbage and Rubbish.
- 7.10.2 The Contractor shall collect all of the Recyclable Materials that have been Source Separated and placed into Recycling Carts or other Recycling Containers by the Customers at Multi-Family Dwellings. Source Separated Recyclable Materials shall be collected at least once each week at each Multi-Family Dwelling.

7.11 COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS FROM COMMERCIAL PROPERTY

The Contractor shall provide Collection Service for Construction and Demolition Debris that is generated by construction, demolition, and renovation projects on Commercial Property in the Service Area. However, the Contractor is not required by this Agreement to collect Construction and Demolition Debris generated by the construction, demolition, or renovation of single-family Dwelling Units, Low Density Dwellings, and Multi-Family Dwellings, except as provided in Section 7.5, above.

7.12 COLLECTION OF BULK WASTE, YARD TRASH, AND SOURCE SEPARATED RECYCLABLE MATERIAL FROM COMMERCIAL PROPERTY

The Contractor shall provide Supplemental Collection Service for Commercial Customers, subject to the requirements herein. Specifically, the Contractor shall provide Collection Service for Bulk Waste, Yard Trash, and Source Separated Recyclable Materials when such service is requested by a Commercial Customer. The Contractor shall schedule the provision of such services with the Customer.

SECTION 8: HOURS AND DAYS OF CONTRACTOR'S COLLECTION SERVICES

- 8.1 The Contractor may provide Collection Service to Residential Customers every day, except Sundays and Holidays. The Contractor shall offer, and upon request shall provide, Collection Services to Commercial Customers every day, except Sundays and Holidays.
- 8.2 The Contractor shall not provide Residential Collection Service or Commercial Collection Service before 7:00 a.m. or after 7:00 p.m.
- 8.3 Reserved.

- 8.4 If the City receives complaints about the noise or disturbance caused by the Contractor's Collection Services at a particular location, the Director may restrict the times for the Contractor's Collection Services at that location, without increasing the Contractor's Rates.
- 8.5 Notwithstanding anything else contained herein, the hours and days of Collection Service may be extended or modified (a) when such change is requested by the Contractor and approved in advance by the Director and (b) when the Director determines that such change is necessary or otherwise appropriate.

SECTION 9: SCHEDULES AND ROUTES FOR COLLECTION SERVICES

9.1 SCHEDULES AND ROUTES

The Contractor shall establish Collection routes and schedules that satisfy the requirements of this Agreement and maximize the efficiency of the Contractor's operations. The routes established under this Agreement shall be separate from the routes the Contractor uses for the Collection of Solid Waste generated outside of the Service Area (e.g., in the unincorporated area of Broward County or another municipality). The Contractor's schedule shall identify the Scheduled Collection Days for Garbage and Rubbish, Source Separated Recyclable Materials, and Bulk Waste and Yard Trash, respectively, for each Residential and Commercial Customer. The Contractor shall submit its proposed Collection routes and schedules to the Director as part of the Contractor's Collection Plan. The Contractor's Plan, including the proposed Collection routes and schedules, shall be subject to the Director's approval. After approval is granted, the Contractor shall provide Collection Service in accordance with the approved routes and schedules in the Collection Plan. However, the Director may approve a waiver of the requirements in this Section 9.1 if the Contractor demonstrates to the Director's satisfaction that a waiver is in the public interest.

9.2 SCHEDULED COLLECTION DAY FOR BULK WASTE

The Scheduled Collection Day for the Collection of a Residential Customer's Bulk Waste shall be the first Scheduled Collection Day each week for the Collection of that Customer's Garbage and Rubbish.

9.3 SCHEDULES FOR TWICE WEEKLY SERVICE

Whenever the Contractor is required to provide any Collection Service two (2) times per week pursuant to this Agreement, the Scheduled Collection Days shall be seventy-two (72) hours apart, unless the Director approves a different schedule.

SECTION 10: CHANGES TO COLLECTION SCHEDULES AND ROUTES

10.1 NO CHANGES WITHOUT DIRECTOR'S APPROVAL

After the Commencement Date, the Contractor shall not change a Collection route, a Collection schedule, or the method of providing Collection Service until the Contractor receives the Director's written approval for the proposed change. The Contractor shall submit to the Director

a description of all proposed route, schedule, and operational changes at least thirty (30) calendar days prior to the implementation of such changes.

10.2 HOLIDAY SCHEDULES

When a Customer's Scheduled Collection Day for Garbage falls on a Holiday, the Contractor may delay the Collection of the Customer's Garbage until the first Scheduled Collection Day for Garbage following the Holiday. The same procedure may be used to delay the Collection of other material (e.g., Bulk Waste) following a Holiday.

10.3 PUBLIC NOTICE OF CHANGES

If the Director approves a change in the Contractor's schedules or routes, the Contractor shall provide all affected Customers with a written notice of the change and shall comply with the requirements in Section 35, below, unless a different notice is authorized by the Director.

10.4 NOTICE OF TEMPORARY DELAYS

The Contractor shall inform the Director about any event (e.g., disabled trucks, accidents, or shortage of staff) that will cause delays in the Contractor's normal Collection Schedule and the Contractor shall provide such notice within two (2) hours of the event.

10.5 NO DELAYS EXCUSED FOR FLUCTUATIONS IN SOLID WASTE QUANTITIES

The quantity of Solid Waste generated in the City may fluctuate during each Operating Year and from year-to-year. These fluctuations will not justify or excuse a failure by the Contractor to provide Collection Service in compliance with the approved schedules and routes. The Contractor is responsible for the timely Collection of all of the Solid Waste and Recyclable Material that is Set Out on the Scheduled Collection Days, subject to the conditions herein, regardless of any fluctuations in the amount of material that is Set Out.

SECTION 11: CHANGES TO COMMERCIAL COLLECTION SERVICE

11.1 If a Customer will receive Commercial Collection Service, the Contractor and Customer initially shall determine the size of the Collection Container that will be used and the frequency of the Collection Service; however, Commercial Collection Service shall be provided at least once per week for all Customers and at least twice per week for all restaurants, grocery stores, Multi-Family Dwellings, and other Customers that generate significant quantities of Garbage, unless the Director approves less frequent Collection Service. The Contractor also may provide less frequent Commercial Collection Service for the Collection of Construction and Demolition Debris.

11.2 The City shall have the right to increase or decrease the frequency of Commercial Collection Service, and the size and number of the Collection Containers, used by any Customer. The size of the Collection Container and the frequency of Collection Service provided to a Customer shall be sufficient to ensure that the Collection Container is not overfilled and Solid Waste is not placed outside the Collection Container between Scheduled Collection Days. If necessary, the City may initiate a Code enforcement proceeding against the Customer to ensure that the Customer receives an appropriate level of service. If the Contractor and the Customer cannot agree about the size of the Collection Container or the frequency of Collection Service, the

Contractor or the Customer may notify the Director about their dispute. In such cases, the City shall determine whether it is necessary to change the frequency of service or the size of the Collection Container, and the Contractor shall provide its service in compliance with the City's determination. The Customer shall pay the appropriate Rates for the Contractor's Collection Service, whether the level of service is increased or decreased.

SECTION 12: THE RESIDENTIAL CUSTOMER LIST

- 12.1 The City shall prepare a Residential Customer List, which identifies each parcel of Residential Property and each Dwelling Unit that is entitled to receive Residential Collection Service from the Contractor pursuant to this Agreement. No later than ninety (90) calendar days before the Commencement Date, the City shall provide its preliminary Residential Customer List to the Contractor. The preliminary Residential Customer List shall be based on the City's preliminary Assessment Roll, and it shall be subject to any additions or deletions deemed appropriate by the City. If the Contractor believes the Residential Customer List is inaccurate or incomplete, the Contractor shall promptly notify the Director about any proposed additions, deletions, or other revisions to the Customer List.
- 12.2 The Contractor shall have an affirmative duty to help ensure that the Residential Customer List is accurate at all times. The Contractor shall notify the City within five (5) Operating Days if the Contractor begins to provide Residential Collection Service to a parcel of Improved Property that is not on the Residential Customer List. The Contractor also shall notify the City within five (5) Operating Days if the Contractor identifies a parcel of Improved Property that should be added to or deleted from the Residential Customer List.
- 12.3 The City shall notify the Contractor promptly after a Certificate of Occupancy is issued by the City for Residential Property in the Service Area. After receiving this notification, the Contractor shall begin to provide Residential Collection Service to such property within three (3) Operating Days, except as otherwise provided herein.
- 12.4 The City shall notify the Contractor if the City wants the Contractor to terminate its Residential Collection Service to a parcel of Improved Property. The Contractor shall terminate its Residential Collection Service within three (3) Operating Days after receiving the City's notice.
- 12.5 The City shall update the Residential Customer List at least once each Operating Month.

SECTION 13: PROPER COLLECTION PROCEDURES FOR CONTRACTOR

- 13.1 When providing Collection Services, Contractor shall thoroughly empty the Customer's Collection Containers and return them in an upright position to the location where they were placed by the Customer.
- 13.2 After the Contractor empties a Collection Container that has a lid, the Contractor shall place the lid back on top of the Collection Container and close it securely.
- 13.3 Contractor shall handle Collection Containers carefully and in a manner to prevent damage. Garbage Cans, Garbage Carts, Recycling Containers, and their lids shall not be tossed or thrown by the Contractor.

- 13.4 The Contractor shall provide Collection Service with as little noise and disturbance as possible.
- 13.5 The Contractor shall be responsible for the proper handling of any White Goods and Electronic Equipment that the Contractor collects. The Contractor shall take appropriate steps to minimize the release of Freon, coolants, and other similar materials from White Goods. Among other things, the Contractor shall not crush or compact any White Goods or Electronic Equipment that the Contractor collects, if such materials are Set Out separately for Collection. However, the Customer is not required to remove Freon, coolants, or other similar materials from White Goods before the White Goods are Set Out and the Contractor is not required to remove such materials from the White Goods before the White Goods are collected.

SECTION 14: RESTRICTIONS ON COLLECTION OF MIXED LOADS

- 14.1 During the Collection process, Garbage and Rubbish may be combined by the Contractor.
- 14.2 During the Collection process, the Contractor shall not combine Source Separated Recyclable Materials and Electronic Equipment with each other or with any other type of material. However, the Contractor shall have no obligation to separate these materials if the Customer placed them in a Collection Container with Garbage or other types of Solid Waste. If necessary, the Director may designate other materials that shall be handled separately under this Agreement.
- 14.3 During the Collection process, Bulk Waste and Yard Trash shall be collected by the Contractor in separate vehicles. Contractor shall not combine Bulk Waste or Yard Trash with Garbage, Rubbish, Source Separated Recyclable Materials, or Electronic Equipment.
- 14.4 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Solid Waste or other materials collected outside of the Service Area.
- 14.5 During the Collection process, the Contractor shall not combine Residential Waste collected in the Service Area with Commercial Waste.
- 14.6 The Contractor shall not collect Source Separated Recyclable Materials with a vehicle that is used for the Collection of Solid Waste.
- 14.7 Notwithstanding the foregoing, the Director may grant relief from all of the restrictions in this Section 14, and thus allow the Contractor to combine different types of Solid Waste and Recyclable Materials, if the Director determines that this practice will be in the public interest. In such cases, the Contractor shall file a petition with the Director, describing the specific procedures that will be established to properly account and pay for the management of the mixed materials. The Director may grant or deny the petition, in his or her sole discretion.

SECTION 15: NON-COLLECTION PROCEDURES

- 15.1 The Contractor shall place a Non-Collection Notice on a Customer's Collection Container if the Contractor decides that the Contractor will not collect the Customer's waste because the waste was not Set Out in compliance with the applicable requirements. If the Contractor does not place a Non-Collection Notice on the Customer's Collection Container, the Director may require the Contractor to return to the Customer's Premises promptly and collect the waste. If the Director notifies the Contractor before 12 p.m. (noon), the Collection shall be completed before the end of

the day. If the Director notifies the Contractor after noon, the Collection shall be completed before noon on the next Operating Day.

- 15.2 The Contractor is responsible for determining whether a Customer's Recycling Container contains Non-Conforming Material or excessively contaminated Recyclable Materials. The Contractor may leave Non-Conforming Material and excessively contaminated Recyclable Materials in the Recycling Container, but if the Contractor does, the Contractor shall immediately place a Non-Collection Notice on the container, explaining why the material was not collected.
- 15.3 The Contractor shall not collect Residential Waste or Commercial Waste from a Customer if the Contractor believes the Residential Waste or Commercial Waste contains Hazardous, Radioactive, or Biomedical Waste. In such cases, the Contractor shall place a Non-Collection Notice on the Collection Container, take photographs of the improper waste (if possible), and immediately notify the Field Supervisor. If the generator of such waste is unknown, the Contractor shall work with the Director to identify the generator and identify an appropriate method to remove and dispose of the waste in a lawful manner.
- 15.4 If a Collection Container is temporarily inaccessible, the Contractor shall provide Collection Service later the same day, whenever feasible. If it is not feasible, the Contractor shall leave a Non-Collection Notice and provide Collection Service on the next Operating Day.
- 15.5 If a Residential Customer routinely places Garbage outside of their Garbage Cart or routinely places more waste at the curbside than is allowed under this Agreement, the Contractor shall provide the Customer with educational materials concerning Recycling, in addition to providing a Non-Collection Notice. Further, the Contractor shall notify the Director about the Customer's failure to comply with the requirements in this Agreement.
- 15.6 The design and content of the Non-Collection Notices shall be developed by the Contractor, but shall be subject to the approval of the Director. At a minimum, the Non-Collection Notices shall contain the following information: the issuance date; the Contractor's reason for not providing Collection Service; information advising the Customer how to correct the problem; and the telephone number to call if the Customer has any questions for the Contractor.

SECTION 16: PROCEDURES FOR MISSED COLLECTIONS

If the Director or a Customer notifies the Contractor about a Missed Collection, the Contractor shall promptly return to the Customer's Premises and collect all of the Residential Waste, Commercial Waste, or Source Separated Recyclable Material (as the case may be) that has been Set Out for Collection. If the Contractor is notified before 12 p.m. (noon), the Collection shall be completed before the end of that day. If the Contractor is notified after noon, the Collection shall be completed before noon on the next Operating Day.

SECTION 17: PROTECTION OF PRIVATE AND PUBLIC PROPERTY

- 17.1 The Contractor's employees shall not trespass on private property; provided, however, the Contractor's employees may walk on a Customer's property when providing Collection Service (e.g., Side Door Service) pursuant to this Agreement. The Contractor's employees shall follow the sidewalk for pedestrians and shall not cross a Customer's property to an adjoining property,

unless the occupants or owners of both properties have given permission. The Contractor's employees shall not loiter on or meddle with any property of any other Person.

- 17.2 The Contractor's employees shall not damage any public or private property, including but not limited to roads, driveways, sidewalks, utilities, trees, flowers, shrubs, grass, and Collection Containers.
- 17.3 The Contractor shall not damage trees in the City. Among other things, the Contractor shall not drive large vehicles on narrow streets, or drive tall vehicles under overhanging limbs, where the vehicles will break or damage the tree limbs. The Contractor also shall not damage tree trunks or roots when collecting Yard Trash or other materials (e.g., when Collecting Yard Trash with a "claw" truck or clamshell bucket).
- 17.4 The Contractor shall promptly restore the soil and grade at any location where the Contractor's Collection of Yard Trash or other material creates a depression that is six (6) inches or more below the surrounding grade (e.g., when collecting Yard Trash with a "claw" truck or clamshell bucket). The Contractor shall fill such depressions and restore the grade to match the surrounding area.
- 17.5 The Contractor shall instruct its employees concerning the proper procedures to be followed when there is an accident involving damages to public and private property. At a minimum, if the Contractor's employee causes such damage, the employee shall immediately notify the Field Supervisor and the property owner. If the property owner is not known or readily identifiable, the driver shall leave a notice that includes the Contractor's name and phone number.
- 17.6 The Contractor shall be solely responsible for all damages, costs, and liabilities associated with the repair, restoration, or replacement of any property that has been damaged by the Contractor's equipment, employees, or agents. The Contractor shall promptly investigate and respond to any claim concerning property damage. If the Director or a Customer notifies the Contractor before 12 p.m. (noon) concerning any such damage, the Contractor shall investigate and respond to the Director and Customer before the end of that day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall investigate and respond to the Director and Customer before noon on the next Operating Day. The Contractor shall promptly repair any damage within three (3) Operating Days, unless the Contractor requests and the Director grants approval of an extension of time. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Director. In all cases, the Contractor shall be required to restore the public or private property to a condition that is at least equal to the condition that existed before the damage occurred.

SECTION 18: CONTRACTOR'S ACCESS TO STREETS AND COLLECTION CONTAINERS

- 18.1 Except as otherwise provided herein, the Contractor shall have the right to use all of the public roadways in the City.
- 18.2 The Contractor shall use suitable vehicles and equipment, as necessary, to provide Collection Service on narrow and dead-end streets, unpaved streets, private roads, and other areas where access is limited.

- 18.3 The Contractor's vehicles shall not enter or drive upon any private driveway or Improved Property, to turn around or for any other purpose, unless the Contractor has received the owner's prior written permission to do so.
- 18.4 Contractor's vehicles shall not unreasonably interfere with vehicular or pedestrian traffic. Contractor's vehicles shall not be left unattended on streets or alleys.
- 18.5 The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, bridges, and roadways when the City is repairing such areas or the City otherwise determines it is in the public's best interest to restrict access. The City shall provide the Contractor with reasonable notice of such restrictions so that the City's action does not unduly interfere with the Contractor's normal operations.
- 18.6 If the Contractor cannot provide Collection Service to a Customer because a public or private street is temporarily closed to vehicular traffic, the Contractor shall return no later than the next Operating Day to provide service to the Customer. If the street is still closed at that time, Contractor shall provide Collection Service to the Customer on the next Scheduled Collection Day.
- 18.7 If access to a street, alley, bridge, or public or private roadway becomes impassable or if access is denied for any reason, the Contractor shall work with the Customer to determine a mutually acceptable location for the Collection of the Customer's waste. If a mutual agreement cannot be reached, the Contractor shall provide Collection Service from the nearest public roadway that is accessible by the Contractor's Collection vehicle, or from a location specified by the Director.
- 18.8 If the Contractor encounters a Customer or situation (e.g., dogs; narrow streets; electrical wires) that prevents the Contractor from gaining the access needed to provide the Collection Service required in this Agreement, and the Contractor is unable to resolve the issue with the Customer, then the Contractor shall report the problem to the Director and the Director shall resolve the problem. The Director may require the Contractor or the Customer to take such action as the Director deems necessary and appropriate.

SECTION 19: THE CITY'S DESIGNATED FACILITIES

- 19.1 The Contractor shall deliver all of the Residential Waste and Commercial Waste collected pursuant to this Agreement to a Designated Facility.
- 19.2 The Designated Facilities for Garbage and Rubbish are the Wheelabrator North Resource Recovery Facility, located at 2600 N.W. 48th Street, Pompano Beach, Florida, and the Wheelabrator South Resource Recovery Facility, located at 4400 South State Road 7, Ft. Lauderdale, Florida.
- 19.3 All of the Source Separated Recyclable Materials collected by the Contractor from single family Dwelling Units, Low Density Dwellings, Multi-Family Dwellings, the City's Transfer Station, and the City's properties identified on Exhibit 11, shall be delivered by the Contractor to a Designated Facility. The Designated Facility for these Source Separated Recyclable Materials shall be the Materials Recovery Facility where such materials will be Recycled in compliance with the interlocal agreement dated August 31, 2012 between the City and Broward County for "Recyclable Materials Recovery" (Exhibit 2).

- 19.4 All of the Source Separated Recyclable Materials collected by the Contractor from Commercial Properties, other than Multi-Family Dwellings, shall be delivered by the Contractor to a fully licensed and permitted Materials Recovery Facility or Recovered Materials processing facility where such materials will be Recycled. However, these Source Separated Recyclable Materials do not have to be delivered to a Designated Facility.
- 19.5 The Designated Facility for Bulk Waste and Yard Trash is the Sun-Bergeron facility (a/k/a Sun 7) located at 1850 S. Powerline Road, Deerfield Beach, Florida.
- 19.6 The Designated Facility for Construction and Demolition Debris is the Sun-Bergeron facility (a/k/a Sun 2) located at 2281 NW 16th Street, Pompano Beach, Florida.
- 19.7 The City shall have the right to select a new Designated Facility or facilities for any or all of the materials collected pursuant to this Agreement, except as provided in Section 19.4, above. If the City selects a new Designated Facility, the Contractor shall continue to be paid the Rates approved herein, unless the Designated Facility is more than 30 miles (measured in a straight line) from City Hall, which is located at 9551 West Sample Road, Coral Springs, Florida. If the Designated Facility is located beyond this distance, the City and the Contractor shall negotiate an appropriate adjustment in the Rates. The adjustment shall be limited to the incremental operating cost that the Contractor incurs as a result of having to transport the Solid Waste more than 30 miles to the new Designated Facility. For example, if the new Designated Facility is located 35 miles from City Hall, the adjustment shall be limited to the incremental operating cost (i.e., the increased transportation cost for fuel and vehicle miles) of transporting the Solid Waste an additional five miles.

SECTION 20: SPILLAGE AND LITTER BY CONTRACTOR

- 20.1 Contractor shall not cause or allow any Solid Waste, liquid, or other material to be spilled, released, or otherwise dispersed in the City as a result of the Contractor's activities.
- 20.2 Contractor shall immediately pick up any spillage or litter from Collection Containers that is caused by the Contractor.
- 20.3 When hauling or transporting any material over public roads in the City, the Contractor shall use a covered or enclosed vehicle or other device to prevent the material from falling, blowing, or escaping from the vehicle. If Solid Waste or any other material escapes from or is scattered by Contractor's vehicle for any reason, Contractor shall immediately pick up such material.
- 20.4 Contractor's vehicles shall not release or cause litter in violation of the Florida Litter Law (Section 403.413, Florida Statutes) or the Ordinances. If litter is released or falls from Contractor's vehicle for any reason, the Contractor shall immediately stop the vehicle and retrieve the litter.
- 20.5 The Contractor shall immediately clean up any oil, hydraulic fluid, or other liquid that leaks or spills from Contractor's vehicles and the Contractor shall repair any associated damage.
- 20.6 If the Director or a Customer notifies the Contractor before 12 p.m. (noon) that the Contractor has caused litter, or caused a leak or spill of Solid Waste, oil, hydraulic fluid, or other liquids or materials, the Contractor shall clean up the liquids and materials before the end of the day. If the Director or a Customer notifies the Contractor after noon, the Contractor shall clean up the liquid or material before noon on the next Operating Day.

SECTION 21: EXEMPT WASTES

The following types of Exempt Waste are not subject to the Contractor's exclusive franchise under this Agreement. These Exempt Wastes may be collected and taken to a licensed disposal site or Materials Recovery Facility by the owner or occupant of the Improved Property where the Exempt Waste is generated, or by their agent, at the owner's or occupant's expense.

- 21.1 Land Clearing Debris.
- 21.2 Yard Trash generated by a Commercial Lawn Care Company or plant nursery.
- 21.3 Roofing materials generated, collected, and transported by a roofing company.
- 21.4 Recovered Materials generated on Commercial Property.
- 21.5 Excavated fill and earthen material.
- 21.6 Solid Waste and by-products from an industrial process.
- 21.7 Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.
- 21.8 Trash and debris associated with farming operations.
- 21.9 Wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, including used oil, Tires (except as provided in Section 7.6), and lead-acid batteries.
- 21.10 Boats, boat motors, and boat trailers.
- 21.11 Disaster Debris.
- 21.12 Hazardous, Biomedical, and Radioactive Waste.
- 21.13 Sludge.
- 21.14 Materials and wastes similar to those listed above, when designated by the Director.

SECTION 22: THE CONTRACTOR'S SAFETY PROGRAM

- 22.1 The Contractor shall develop, implement and maintain a written safety plan for all of its operations under this Agreement. The safety plan shall comply with the requirements in OSHA and similar Applicable Laws. A written copy and an electronic copy of the safety plan shall be provided to the Director for informational purposes. The City's receipt of the safety plan shall not constitute the City's approval of the plan or the City's acquiescence concerning the appropriateness of such plan. The Contractor shall comply with its safety plan at all times.
- 22.2 The Contractor shall appoint an employee who is qualified and authorized, as defined by OSHA, to supervise and enforce safety compliance.

- 22.3 The Contractor shall provide routine safety training to all of its employees, in compliance with OSHA and all Applicable Laws. Refresher courses and supplemental training shall be provided as necessary. Documentation of the Contractor's training programs, and the successful training of each employee, shall be maintained on file and shall be provided to the Director upon request.
- 22.4 The Contractor shall follow all OSHA regulations and Applicable Laws regarding personal protective equipment.
- 22.5 The Contractor's employees shall be trained and instructed to drive in a safe, defensive manner. Among other things, the drivers of the Contractor's Collection vehicles shall be instructed that they shall not "text" or talk on their telephones while they are driving a Collection vehicle that is moving.
- 22.6 The Contractor's safety plan shall include a written procedure for the immediate removal to a hospital or a doctor's care of any employee or other Person that is injured and requires medical assistance.
- 22.7 Contractor shall regularly update its safety plan to reflect any changes in Contractor's operations. The Contractor shall deliver an updated safety plan to the Director with the Contractor's annual report, pursuant to Section 34.4, below.

SECTION 23: THE CONTRACTOR'S COLLECTION PLAN

- 23.1 The Contractor shall prepare a Collection Plan that describes in detail how the Contractor will provide Collection Service in compliance with the requirements in this Agreement. At a minimum, the Collection Plan shall identify and describe the vehicles, equipment, personnel, routes, and schedules the Contractor will use for each type of Collection Service. The Collection Plan shall include a legible map for each Collection route, identifying the Operating Days when Collection Service will be provided, the starting and ending points for the route, and the type of Collection Service that will be provided on the route on each Scheduled Collection Day.
- 23.2 The Collection Plan shall identify each Designated Facility that will receive the materials collected by the Contractor pursuant to this Agreement.
- 23.3 The Collection Plan shall identify the procedures that will be used by the Contractor to ensure that the City is not billed inappropriately for the Collection, disposal, or Recycling of Solid Waste or other materials. Among other things, the Collection Plan shall identify the procedures that will be used by the Contractor to ensure that each Designated Facility is fully informed whenever the Contractor delivers Solid Waste or other material for which the Contractor, rather than the City, must pay the applicable Tipping Fee.
- 23.4 If requested by the Director, the Collection Plan shall include the manufacturer's specification sheets for the Collection Containers provided by the Contractor under this Agreement.
- 23.5 An updated Collection Plan shall be submitted to the Director whenever the Contractor changes the plan.
- 23.6 The Collection Plan and all revisions to the plan are subject to the Director's prior written approval.

SECTION 24: OWNERSHIP OF SOLID WASTE AND RECYCLABLE MATERIALS

Solid Waste belongs to the Person generating such waste, until the Solid Waste is discarded by that Person (i.e., the generator) and collected by the Contractor. When the Contractor collects Residential Waste or Commercial Waste on behalf of the City, title to the waste shall pass to the City when the waste is collected. Nonetheless, the Contractor shall be solely responsible and liable for the proper handling and lawful management of such waste until it is delivered to and accepted by a Solid Waste Management Facility. Upon acceptance, title to the waste shall pass to the owner of such facility.

Source Separated Recyclable Materials shall belong to the generator until such materials are discarded by the generator and collected by the Contractor. When the Contractor collects the Source Separated Recyclable Materials on behalf of the City, title to such materials shall pass to the City when the materials are collected; provided, however, the title to Source Separated Recyclable Materials collected from Commercial Customers shall pass to the Contractor. In any case, the Contractor shall be solely responsible and liable for the proper handling and lawful management of the Source Separated Recyclable Materials until such materials are delivered to and accepted at a Solid Waste Management Facility. Upon acceptance, title to the Source Separated Recyclable Materials shall pass to the owner of such facility.

SECTION 25: THE CONTRACTOR'S RECYCLING INCENTIVE PROGRAM

On March 1, 2014, the Contractor shall implement the Recycling incentive program described in Exhibit 10. This program shall be conducted as a six (6) month pilot project. The City may terminate this pilot project at the end of the six (6) month period or anytime thereafter, for any reason, with or without cause, by providing written notice to the Contractor at least sixty (60) calendar days before the date of termination. The City shall pay a monthly fee, in arrears, for the Recycling incentive program, and payment shall be made within twenty (20) calendar days after the City receives the Contractor's billing statement for its monthly services under the Recycling incentive program.

SECTION 26: SET OUT PROCEDURES FOR CUSTOMERS

The procedures and requirements established in this Section 26 shall be followed by the Contractor's Customers. However, the Contractor shall collect a Customer's Solid Waste and Source Separated Recyclable Materials, even if the Customer fails to comply with one or more of the requirements in this Section 26, unless (a) the Director concurs in advance that the Contractor does not need to provide Collection Service to the Customer or (b) the Contractor places a Non-Collection Notice on the Customer's Collection Container and complies with the requirements in Section 15, above. The requirements in the City's Ordinances, including but not limited to Chapter 8 of the City Code, shall supplement the requirements contained herein.

26.1 GENERAL PROCEDURES FOR ALL CUSTOMERS

- 26.1.1 Garbage and other putrescible waste shall not be collected, stored, or Set Out in an open, uncovered box, bag, or Collection Container.
- 26.1.2 Source Separated Recyclable Materials shall be Set Out in a Recycling Container. Source Separated Recyclable Materials shall not be placed in the same Collection Container with Solid Waste.

- 26.1.3 Source Separated Recyclable Materials shall not be Set Out in a Plastic Bag.
- 26.1.4 Customers shall not overfill a Collection Container; the lid on a Collection Container shall be closed securely by the Customer.
- 26.1.5 A Customer shall not place their Solid Waste in another Person's Collection Container, unless they have received prior approval to do.
- 26.1.6 A Customer shall only Set Out for Collection the Solid Waste that the Customer generated. A Customer shall not Set Out for Collection any Solid Waste that was generated by another Person.
- 26.1.7 A Customer's Solid Waste shall be Set Out for Collection on the Premises where the Solid Waste was generated.
- 26.1.8 A Customer shall not Set Out Solid Waste for Collection on property that is not owned or occupied by the Customer, unless the Customer has received the prior approval of the owner or occupant of such property.
- 26.1.9 Garbage Carts and Recycling Carts shall not be loaded in excess of one hundred fifty (150) pounds or the cart's rated capacity (as shown on the lid of the cart), whichever is less. Garbage Cans shall not be loaded with more than fifty (50) pounds of material.
- 26.1.10 If the Customer and Contractor cannot agree upon an appropriate location to Set Out a Collection Container or non-containerized waste, the Director shall designate the point of Collection.
- 26.1.11 When necessary to carry out the purpose and intent of this Agreement, the Director may authorize the placement of a Collection Container off of a Customer's Premises.

26.2 SPECIFIC PROCEDURES FOR RESIDENTIAL CUSTOMERS

- 26.2.1 Each Residential Customer shall Set Out their Garbage and Rubbish in a Garbage Cart. However, if a Customer's Garbage Cart is full on the first Scheduled Collection Day for Garbage immediately following a Holiday, the Customer may place Plastic Bags or Garbage Cans of excess waste next to their Garbage Cart.
- 26.2.2 Residential Customers shall place their Yard Trash at Curbside for Collection. Leaves, twigs, and other small pieces of Yard Trash should be placed in a biodegradable bag or Plastic Bag. If Yard Trash is not placed in a bag, the Yard Trash shall be stacked neatly in a pile at Curbside. A Residential Customer may, but is not required to, tie Yard Trash in a bundle.
- 26.2.3 Source Separated Recyclable Materials shall be Set Out for Collection in a Recycling Cart.
- 26.2.4 Each Residential Customer shall place their Garbage, Rubbish, Yard Trash, Bulk Waste and Source Separated Recyclable Materials at the Curbside prior to 7:00 a.m. on the Scheduled Collection Day(s) for such materials.

- 26.2.5 Any carpet Set Out for Collection at Curbside shall be rolled and tied or otherwise bound.
- 26.2.6 Each Garbage Can used by a Customer shall: be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from sharp edges; and not have inside structures that prevent the free discharge of the container's contents.
- 26.2.7 Subject to the other limitations contained herein (e.g., Sections 7.4 and 7.5), a Residential Customer may Set Out the Yard Trash and Bulk Waste that was generated by a builder, building contractor, privately employed handyman service, Commercial Lawn Care Company, or plant nursery on the Customer's Residential Property while such Person was working for the Customer. However, a Residential Customer shall not Set Out such materials if they were generated on any other property, even if the other property is owned by the Residential Customer. Further, a Residential Customer shall not Set Out more than two (2) cubic yards of Construction and Demolition Debris or a total of six (6) cubic yards of Bulk Waste (i.e., any combination of Bulk Waste, Yard Trash, and Construction and Demolition Debris) for Collection on any Scheduled Collection Day.
- 26.2.8 Plastic Bags and biodegradable bags shall not be loaded with materials weighing more than thirty (30) pounds or the rated capacity of the bag, whichever is less.

26.3 SPECIFIC PROCEDURES FOR CUSTOMERS IN MULTI-FAMILY DWELLINGS

- 26.3.1 Each Customer in a Multi-Family Dwelling shall comply with the following Set Out Procedures: (a) Garbage and Rubbish shall be placed in a Mechanical Container located on the Customer's Premises; and (b) Source Separated Recyclable Materials shall be placed in a Recycling Container located on the Customer's Premises.
- 26.3.2 The Contractor and the Customer shall select mutually acceptable locations for the placement of the Mechanical Container(s) and Recycling Container(s) that will be used by the Customer and serviced by the Contractor at a Multi-Family Dwelling. These locations are subject to the Director's approval. Whenever possible, the Recycling Containers shall be placed adjacent to the Mechanical Container at the Multi-Family Dwelling.
- 26.3.3 A Customer at a Multi-Family Dwelling shall call the Contractor and schedule a time for the Collection of their Bulk Waste. The Customer shall not Set Out their Bulk Waste more than one (1) day before such materials are to be collected by the Contractor. The Contractor may charge a separate fee for this Supplemental Collection Service, based on the Rates in Exhibit 3.

26.4 PROCEDURES FOR COMMERCIAL CUSTOMERS

- 26.4.1 Each Commercial Customer shall place their Garbage and Rubbish in their Mechanical Container.
- 26.4.2 Commercial Customers shall not place or commingle Construction and Demolition Debris with any other type of Solid Waste in a Collection Container.

- 26.4.3 All Collection Containers shall be placed in locations that are readily accessible to the Customer and the Contractor's vehicles.
- 26.4.4 Each Mechanical Container shall be placed on a paved level surface. The approaches to the Mechanical Container shall be capable of supporting the weight of the Collection vehicle.
- 26.4.5 A Commercial Customer shall call the Contractor and schedule a time for the Collection of their Bulk Waste. A Commercial Customer shall not Set Out their Bulk Waste more than one (1) day before such materials are to be collected by the Contractor. The Contractor may charge a separate fee for this Supplemental Collection Service, based on the Rates in Exhibit 3.

SECTION 27: COLLECTION CONTAINERS

27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

- 27.1.1 Garbage Cans, Plastic Bags, and Biodegradable Bags – Each Customer shall purchase and provide the Garbage Cans, Plastic Bags, and biodegradable bags, if any, that the Customer uses. Garbage Cans shall remain the property of the Customer.
- 27.1.2 Recycling Bins – Recycling Bins previously were purchased and distributed to the Customers in the Service Area. These Recycling Bins are and shall remain the property of the Customers.
- 27.1.3 Garbage Carts and Recycling Carts – The Contractor shall purchase and assemble all of the Garbage Carts and Recycling Carts that the Contractor provides under this Agreement.

Before January 1, 2014, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each Residential Customer in the Service Area, including each single family Dwelling Unit and each Dwelling Unit in a Low Density Dwelling. Each Garbage Cart and each Recycling Cart delivered to these Customers shall have a capacity of approximately sixty-four (64) gallons, unless the Director authorizes the delivery of a different size.

Before January 1, 2014, the Contractor shall provide Recycling Carts or Recycling Containers to each Multi-Family Dwelling. The Recycling Carts for Multi-Family Dwellings shall be approximately ninety-six (96) gallons in size. At least three (3) Recycling Carts shall be provided to each Multi-Family Dwelling. In addition, there shall be at least one Recycling Cart provided for every eight (8) Dwelling Units in each Multi-Family Dwelling. Instead of providing Recycling Carts, the Contractor may provide one or more Recycling Containers for Multi-Family Dwellings, but the Recycling Container(s) shall be large enough to provide the same amount of storage capacity for Recyclable Materials as the Recycling Carts required pursuant to this paragraph.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver one new Garbage Cart and one new Recycling Cart to each New Residential

Customer. The carts shall be delivered within three (3) Operating Days after the New Customer or the Director requests the Contractor to deliver the carts.

During the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) one new or refurbished Garbage Cart to each Residential Customer that needs to replace a cart because their cart has been stolen or damaged beyond repair; (b) one new or refurbished Recycling Cart to each Residential Customer that needs to replace a cart because their cart has been stolen or damaged beyond repair; (c) a new Garbage Cart or Recycling Cart, as the case may be, to each Customer that wishes to purchase a cart pursuant to Section 39.7, below; and (d) a new or refurbished Garbage Cart and/or Recycling Cart to each Customer that wishes to exchange their cart(s) pursuant to Section 27.4, below. For the purposes of this Section, a "refurbished" cart shall mean a cart that was exchanged pursuant to Section 27.4, below, and then cleaned and repaired to "like new" condition. In all such cases, the carts shall be delivered within three (3) Operating Days after they are requested by the Customer or the Director.

Garbage Carts and Recycling Carts purchased by the Contractor shall become the property of the City when the carts are delivered to a Customer or the City. Upon termination or expiration of this Agreement, the Garbage Carts and Recycling Carts held in the Contractor's inventory for the City (e.g., carts that are hot-stamped or labeled with the City's name or logo) shall be delivered to and become the property of the City. Carts purchased by a Customer shall be the property of the Customer.

- 27.1.4 Mechanical Containers – The Contractor shall provide Compactors and Mechanical Containers to any Customer that wishes to use them, and has a location where such equipment can be used in compliance with this Agreement and the Ordinance. The Contractor shall be responsible for the purchase of all Mechanical Containers and Compactors that the Contractor is required to provide under this Agreement. Mechanical Containers and Compactors purchased by the Contractor shall remain the property of the Contractor, unless sold.

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

27.2 MAINTENANCE AND REPAIR OF CONTAINERS

- 27.2.1 Garbage Cans – Each Customer shall be responsible for cleaning, maintaining, and repairing their Garbage Can (if any). Garbage Cans shall be maintained in good condition and shall be free from sharp edges or other hindrances to efficient Collection Services.
- 27.2.2 Recycling Bins – Each Customer shall be responsible for cleaning their Recycling Bins (if any) and maintaining them in a sanitary condition.
- 27.2.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for cleaning their Garbage Cart(s) and Recycling Cart(s), and maintaining the carts in a sanitary condition.

The Contractor shall procure, and maintain at all times, an adequate supply of spare parts (e.g., wheels, lids) for the Garbage Carts and Recycling Carts it provides for use in the Service Area. The Contractor shall be responsible for maintaining such carts in good working condition. The Contractor shall repair or replace a Garbage Cart or Recycling Cart (a) promptly if the Contractor observes that the cart is defective or (b) within three (3) Operating Days after the Contractor is informed by the Customer or the Director that the Cart needs to be repaired.

The Contractor shall clean and repair, as necessary, all Garbage Carts and Recycling Carts that the Contractor receives as a result of exchanges pursuant to Section 27.4, below.

- 27.2.4 Mechanical Containers – The Contractor shall maintain each of its Mechanical Containers in good working order at all times to ensure continuous and efficient Collection Services. The Contractor shall procure, and maintain at all times, an adequate supply of spare parts for its Mechanical Containers. The Contractor shall maintain and repair each Mechanical Container as needed to ensure that the container is free from holes, broken hinges, broken doors or door fasteners, broken wheels, broken lids, or other defects. Mechanical Containers shall be kept painted (with the exception of containers made of plastic, aluminum, stainless steel, or other materials that do not readily accept paint), and shall be kept free from graffiti, at all times so they do not become a detriment to the community. Mechanical Containers shall be washed by the Contractor on a regular basis, as necessary, to minimize the potential for odors and nuisance conditions. The Contractor shall replace, repair, paint, clean, wash, and otherwise maintain any one of its Mechanical Containers when requested to do so by the Director, pursuant to Section 28.9.2, below.

The Customer shall be responsible for cleaning, maintaining, and repairing any Mechanical Container that the Customer owns, as well as any Mechanical Container the Customer leases from a Person other than the Contractor.

27.3 STORAGE, DISTRIBUTION AND REPLACEMENT OF CONTAINERS

- 27.3.1 Garbage Cans – Each Customer shall be responsible for storing and replacing their own Garbage Cans (if any).
- 27.3.2 Recycling Bins – Each Customer shall be responsible for storing and replacing, if necessary, their Recycling Bin(s).
- 27.3.3 Garbage Carts and Recycling Carts – Each Customer shall be responsible for storing their Garbage Cart(s) and Recycling Cart(s). The Contractor shall be responsible for purchasing, storing, assembling, and distributing new and replacement Garbage Carts and Recycling Carts to those Customers that are entitled to receive them pursuant to this Agreement. For such Customers, the Contractor shall deliver the carts within three (3) Operating Days after the carts are requested by the Director or Customer. The Contractor shall be responsible for procuring, maintaining at all times, and storing an adequate supply of Garbage Carts and Recycling Carts for distribution.

During the term of this Agreement, the Contractor shall replace a Residential Customer's Garbage Cart and/or Recycling Cart one time, without charge, if one or both of the Customer's carts are stolen or damaged beyond repair. In such circumstances, the Contractor shall not receive a fee for purchasing, assembling, delivering, or otherwise providing the replacement carts. The Contractor shall keep Garbage Carts and Recycling Carts in the Contractor's local office and shall provide them to Customers, upon request, if the Customer is entitled to receive a new cart pursuant to this Agreement

27.3.4 Mechanical Containers – The Contractor shall be responsible for the storage, distribution, and replacement of its Mechanical Containers. The Contractor shall provide a Mechanical Container within three (3) Operating Days after receiving a request for a Mechanical Container from the Director or a Customer.

27.3.5 Collection Containers Damaged by Contractor – The Contractor shall repair or replace a Customer's Collection Container within three (3) Operating Days after being notified by the Director or Customer that the Customer's Collection Container was damaged by the Contractor. Any replacement shall be similar in style, material, quality, and capacity to the Customer's original container.

27.4 EXCHANGE (SWAP OUT) OF CARTS AND CONTAINERS

The Contractor shall deliver a different Garbage Cart and/or Recycling Cart to any Customer that wishes to exchange (i.e., "swap out") its cart for one that is a different size. The Contractor shall offer Garbage Carts that are approximately forty-eight (48) gallons, sixty-four (64) gallons, and ninety-six (96) gallons in size. The Contractor shall offer Recycling Carts that are approximately forty-eight (48) and sixty-four (64) gallons in size. With regard to Mechanical Containers, the Contractor shall provide the size requested by the City or Customer, if the Contractor has the requested size in stock. The Contractor shall deliver the requested cart or container within five (5) Operating Days after receiving the Customer's request.

A Customer shall be allowed to exchange their Garbage Cart and/or their Recycling Cart for a different size, without charge, one time before April 1, 2014. On and after April 1, 2014, the Contractor may charge and collect a delivery fee for exchanging a Customer's cart; provided, however, the Contractor shall not charge or collect a delivery fee if a Customer delivers their cart to the Contractor's local office and exchanges it for a new or refurbished cart. The Contractor's delivery fee shall not exceed Twenty-Five Dollars (\$25.00). The Contractor shall be responsible for billing and collecting its delivery fee from the Customer. There shall be no charge for exchanging a Mechanical Container.

27.5 TECHNICAL SPECIFICATIONS FOR COLLECTION CONTAINERS

27.5.1 Garbage Carts and Recycling Carts – The Garbage Carts and Recycling Carts provided by the Contractor shall comply with the size, color, and technical specifications established by the Director. In general, the carts shall: (a) have a nominal rated capacity of approximately forty-eight (48), sixty-four (64), or ninety-six (96) gallons, as applicable; (b) be hot-stamped or labeled in accordance with the specifications provided by the Director; and (c) be compatible with the hydraulic lifting and dumping mechanism mounted on the Contractor's Collection vehicles. Each cart shall have a flat area on the top (outside) of the lid, which shall be at least eight (8) inches by sixteen (16) inches in size and suitable for the placement of

informative stickers or decals. Each Recycling Cart shall be equipped with a Radio Frequency Identification (“RFID”) tag. Each type of cart and each size shall be uniform with regard to color, volumetric capacity, dimensions, finished surfaces, and hot stamping/labeling, but the specifications for Garbage Carts may be different than the specifications for Recycling Carts. Each cart shall be constructed to prevent the intrusion of water and animals, with covers that are free from sharp edges, and without any inside structures that prevent the discharge of its contents. The Contractor shall replace the labels on its Collection Containers on an as-needed basis, subject to the Director’s approval.

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

27.5.3 Other Requirements – Upon the Director’s request, the Contractor shall provide the Director with the manufacturer’s specification sheets for new Recycling Carts, Garbage Carts, and Mechanical Containers before the Contractor orders the new Collection Containers from the manufacturer. At a minimum, the specification sheets shall address the following items, if applicable:

- Company of manufacture
- Material of manufacture, including pre-consumer and post-consumer recycled content
- Molding technology
- Standards of design (e.g., American National Standards Institute)
- UV stabilization certification
- Load rating
- Design standards for lid, handles, lifting, bottom, wheels, axle, and fasteners
- Interior and exterior finish surfaces
- Color
- Volumetric Capacity
- Nestability
- Identification and Marking
- Manufacturer’s warranty

27.5.4 Minimum Warranty – Each Recycling Cart and Garbage Cart shall be protected by a manufacturer’s warranty of at least ten (10) years duration.

27.5.5 Cart Specifications in City’s RFP – Exhibit 6 (“Specifications for Carts”) is a form that was attached to the City’s RFP for Collection Services. The Garbage Carts and Recycling Carts provided by the Contractor pursuant to this Agreement shall, at a minimum, comply with all of the specifications set forth in Exhibit 6, unless the City waives a requirement in writing.

27.6 DISPOSAL OF OLD CARTS AND CONTAINERS

The Contractor shall collect all of the Garbage Cans, Recycling Bins, and similar containers that are discarded by Residential Customers. The Contractor also shall collect the existing Garbage Carts that are used at Low Density Dwellings. The Contractor shall deliver such cans, bins, and carts to a Designated Facility for Recycling or disposal.

SECTION 28: CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

28.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

- 28.1.1 The Contractor shall purchase or lease, and maintain and repair, all of the vehicles and equipment necessary to provide Collection Service in compliance with the approved Collection schedules and otherwise promptly and efficiently comply with the requirements in this Agreement. The Contractor's vehicles and equipment shall be compatible (in size and weight) with, and appropriate for, the areas where such vehicles and equipment are utilized.
- 28.1.2 Contractor's Collection vehicles and equipment shall be a standard product of a reputable manufacturer so that continuing service, and the supply and delivery of spare parts, may be ensured. Replacement parts do not need to be a product of the same manufacturer as the original parts.
- 28.1.3 All of Contractor's Collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 28.1.4 Each Collection vehicle shall fully enclose the Contractor's Load. A Collection vehicle shall have a fully enclosed metal top, a tarpaulin, or a net cover with mesh openings not greater than one and one-half (1½) inches in size. The top, tarpaulin, or cover shall be kept in good working condition and shall be free from tears and holes. The Contractor shall use the cover and shall fully enclose the Contractor's Load at all times when the vehicle's speed exceeds 20 miles per hour and at other times when necessary to prevent the Contractor's Load from blowing out of the vehicle.
- 28.1.5 All Collection vehicles shall be painted a uniform color.
- 28.1.6 Advertising shall not be allowed on the Contractor's vehicles, Collection Containers, or equipment used to provide Collection Service in the City.
- 28.1.7 Vehicles used for the Collection of Source Separated Recyclable Materials shall be designed to keep the different types of Recyclable Materials (e.g., paper and fiber products; glass, metal, plastic and other) separate, unless the Contractor collects the Source Separated Recyclable Materials in a "single stream" and delivers them to a Materials Recovery Facility that is equipped for "single stream" Recycling.

28.2 DEDICATED FLEET FOR CITY

The Contractor shall maintain a dedicated fleet of vehicles for the City's benefit. The vehicles used to provide Collection Services under this Agreement shall not be used to collect Solid Waste or Recyclable Materials outside of the Service Area, and vehicles used outside of the Service Area shall not be used to provide Collection Service pursuant to this Agreement, unless the Contractor receives the Director's prior written approval for such activity.

28.3 AGE OF CONTRACTOR'S COLLECTION VEHICLES

None of the Collection vehicles used by the Contractor under this Agreement shall be more than seven (7) years old, unless it is used only as a reserve vehicle. Reserve vehicles shall not be more than ten (10) years old.

28.4 GPS, RFID, AND ANCILLARY EQUIPMENT IN CONTRACTOR'S VEHICLES

- 28.4.1 All vehicles used to provide Collection Services under this Agreement shall be equipped at all times with: (a) all safety equipment required by Applicable Laws; (b) a fire extinguisher; (c) a shovel and broom; (d) a spill response kit; and (e) an audible back-up warning device. The spill response kit shall be suitable and adequate for cleaning up any leaks or spills of oil, hydraulic fluid, or other liquids from Contractor's Collection vehicles.
- 28.4.2 All vehicles used to provide Collection Services under this Agreement shall be equipped with a two-way radio, cellular telephone, or other equipment appropriate for communications between the vehicle operator, the Field Supervisor, and the District Manager. The proposed communications system is subject to approval by the Director.
- 28.4.3 If the Contractor's Collection vehicles are equipped with Global Positioning Systems ("GPS"), the Contractor shall provide its GPS logs and records to the Director, upon request.
- 28.4.4 With regard to the Contractor's vehicles used to collect Recyclable Materials from Recycling Carts, these vehicles shall be equipped with Radio Frequency Identification ("RFID") systems that allow the Contractor to monitor the locations and usage of the Recycling Carts provided by the Contractor pursuant to this Agreement. The data obtained with the RFID systems shall be compiled and maintained in an electronic (digital) format. The Contractor shall provide a software system to the City that allows the City to access and monitor the RFID database from the City's office. The minimum requirements for the RFID system and software are set forth in Exhibit 6.

28.5 RESERVE VEHICLES AND EQUIPMENT

- 28.5.1 The Contractor shall have sufficient reserve vehicles and equipment available to complete daily Collection routes according to the schedules established pursuant to this Agreement. The use of reserve vehicles and equipment shall include, but not be limited to occasions when front-line vehicles and equipment are out of service, or when delays will prevent front-line vehicles and equipment from completing their Collection route(s) within the established hours of Collection.

- 28.5.2 The reserve vehicles and equipment shall be ready to go into service within two (2) hours of any breakdown or delay experienced by a front-line vehicle. The reserve vehicles and equipment shall be similar in size and capacity to the vehicles and equipment being replaced.

28.6 MAINTENANCE AND CLEANING

- 28.6.1 The Contractor shall keep all Collection vehicles, Mechanical Containers, and equipment cleaned and painted to present a pleasing appearance at all times. All Collection vehicles and Mechanical Containers used primarily for the Collection of Garbage shall be washed thoroughly and sanitized with a suitable disinfectant and deodorant at least once each week, unless the Director approves an alternate cleaning schedule. Other Collection vehicles and Mechanical Containers shall be cleaned and washed, as necessary, to minimize the potential for odors and nuisance conditions.
- 28.6.2 The Contractor's Collection Plan shall include a schedule for cleaning, painting and maintaining each Collection vehicle and Mechanical Container. At a minimum, the Contractor shall maintain each Collection vehicle and Mechanical Container in compliance with the manufacturer's recommendations.
- 28.6.3 The Contractor shall monitor, maintain and repair its Collection vehicles and equipment to prevent fuel, lubricants, and other liquids from leaking or spilling. Oil and hydraulic systems, and waterproof seals and enclosures, on the Contractor's vehicles and equipment shall be kept in good repair at all times to prevent leaks and spills.

28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

- 28.7.1 The Contractor's name and telephone number shall be displayed at all times, in letters at least four (4) inches high, on the driver's side and the passenger's side of each one of the Contractor's Collection vehicles. Truck identification numbers shall be displayed at all times, in letters at least four (4) inches high, on all four (4) sides of all Collection vehicles.
- 28.7.2 All of the Contractor's Collection vehicles shall display information identifying the type of material (e.g., Solid Waste or Recyclable Materials) being collected. The information shall be displayed at all times, on the driver's side and the passenger's side of the vehicle body, in letters at least four (4) inches high. Upon the Director's request, the Contractor's vehicles also shall display information promoting the City's Solid Waste or Recycling programs. The information displayed on the Contractor's vehicles shall be subject to the approval of the Director and the Contractor, which approval shall not be unreasonably withheld.
- 28.7.3 The Contractor shall label each one of its Mechanical Containers with the Contractor's name and telephone number, and the identification number for the Mechanical Container. The labels shall be comprised of letters and numbers that are at least four (4) inches high. The labels shall be placed on at least two (2) sides of each Mechanical Container. At least one label must be readily visible when the Mechanical Container is placed at the Customer's site.

28.8 COMPLIANCE WITH THE LAW APPLICABLE TO VEHICLES

- 28.8.1 At all times, the Contractor and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Laws.
- 28.8.2 At all times, the Contractor shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.
- 28.8.3 All equipment shall be operated in compliance with the Florida Uniform Traffic Control Law, Chapter 316, Florida Statutes, and the Ordinance.

28.9 CITY'S RIGHT TO INSPECT CONTRACTOR'S VEHICLES AND EQUIPMENT

- 28.9.1 The Director may inspect the Contractor's vehicles, equipment, licenses, and registrations at any reasonable time. The City reserves the right to inspect each Collection vehicle, each day, prior to its use in the City.
- 28.9.2 The Director shall have the authority to require the Contractor to immediately remove from service any Collection vehicle or equipment that is leaking or spilling fluids, Solid Waste, or Recyclable Materials. The Director also may require any Collection vehicle, Collection Container, or other equipment to be cleaned, washed, painted, repaired, or maintained immediately. In such cases, the Contractor shall comply with the Director's request within one (1) Operating Day or the Contractor shall take the vehicle, container, or equipment out of service until the requested work can be completed.

28.10 LOCAL STORAGE AND REPAIR OF CONTRACTOR'S VEHICLES

The Contractor shall provide a storage yard, garage, and maintenance facility that enables all-weather, year-round maintenance operations for the vehicles and equipment used pursuant to this Agreement. The storage yard, garage, and maintenance facility shall be located in the City or Broward County. The Contractor shall not use City property to store, wash, repair, or maintain any vehicles or equipment.

SECTION 29: CONTRACTOR'S PERSONNEL

29.1 GENERAL REQUIREMENTS

The Contractor shall use competent, qualified, sober personnel to provide the services required by this Agreement. The Contractor shall devote sufficient personnel, time and attention to its operations under this Agreement to ensure that its performance will be satisfactory to the City.

29.2 DISTRICT MANAGER

Contractor shall appoint an employee to serve as the District Manager. The District Manager shall be the Contractor's primary point of contact with the City for all technical and administrative matters pertaining to this Agreement. The District Manager must have at least five (5) years of prior managerial experience with programs of this nature and size. The District Manager shall have the authority to make significant decisions relevant to the day-to-day

operation of Contractor's program under this Agreement. The District Manager shall have direct access to the Contractor's management for resolving problems beyond the District Manager's authority. At all times during the term of this Agreement, the Director shall have immediate access to the District Manager by telephone and electronic mail. The District Manager shall be responsible for overseeing and implementing the Contractor's performance under this Agreement.

29.3 FIELD SUPERVISOR

The Contractor shall designate one or more Field Supervisors, who shall oversee the Collection Service provided under this Agreement. The Field Supervisor(s) shall have immediate access to an automobile or truck between 6:00 a.m. and 7:00 p.m., every day. At all times during the term of this Agreement, the Director shall have immediate access to the Field Supervisor(s) by telephone and electronic mail.

29.4 EMPLOYEE CONDUCT

The Contractor's personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall instruct its employees to avoid loud or profane language during the performance of their duties under this Agreement. Contractor's employees shall not cause any disturbance, interference, or delay to any work or service rendered to the City or by the City. Contractor's employees shall not conduct themselves in a negligent, disorderly or dishonest manner.

29.5 EMPLOYEE IDENTIFICATION

The Contractor shall furnish each employee with an appropriate means of identifying him or her as an employee of the Contractor (e.g., a uniform with a name tag and company logo). The Contractor's employees shall wear the identification at all times while on duty. The Director has the right to approve the identifiers or identification furnished by the Contractor.

29.6 ATTIRE FOR EMPLOYEES

Employees and subcontractors of the Contractor shall wear proper attire at all times when working for the City under this Agreement. Proper attire shall consist of appropriate pants or shorts, a shirt with the Contractor's name or logo, and boots or similar footwear.

29.7 REMOVAL OF EMPLOYEES

The Director reserves the right to disapprove and request removal of any Contractor personnel assigned to the City's work. Such disapproval or request shall be for reasonable cause only and shall be addressed in writing to the Contractor's District Manager. Notwithstanding the foregoing, the Contractor shall not be required to take any action with regard to the Contractor's personnel that would violate any Applicable Law. The Contractor shall defend, save, and hold the City harmless from and against legal actions by any employees so removed.

29.8 EMPLOYEE TRAINING AND LICENSES

29.8.1 All of the Contractor's employees shall be qualified and appropriately trained for the tasks assigned to them. For example, employees receiving paint, fluorescent light bulbs, and Electronic Equipment at the City's Transfer Station shall be trained to

properly manage such materials. The Contractor shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of this Agreement and all Applicable Laws.

29.8.2 At all times when operating vehicles or equipment pursuant to this Agreement, the Contractor's employees shall carry a valid Florida driver's license for the type of vehicle or equipment being operated.

29.8.3 The Director may request the Contractor's employees to produce their driver's license for inspection at any time when the employee is on duty.

29.9 CONTRACTOR'S COMPLIANCE WITH LABOR LAWS

The Contractor shall comply with all Applicable Laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Americans with Disabilities Act, and the Fair Labor Standards Act.

29.10 LEGAL STATUS OF CONTRACTOR'S EMPLOYEES

A Person employed by the Contractor shall have no right or claim to any pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the City's officers and employees. The Contractor shall have the sole responsibility for paying any wages and providing any employment benefits to such Person.

SECTION 30: CONTRACTOR'S LOCAL OFFICE

30.1 The Contractor shall maintain a local customer service/dispatch office in Broward County. The Contractor's office shall be open for business from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 12:00 p.m. (noon) on Saturdays. However, the Contractor's office does not need to be open on Holidays.

30.2 The Contractor's office shall be equipped with sufficient personnel and equipment to document and timely respond to all inquiries, issues, and Legitimate Complaints raised by the City or Customers. A responsible, experienced person shall be present and in charge of the office during all business hours. Contractor's office staff shall be familiar with the City and the Contractor's obligations under this Agreement.

30.3 The Contractor shall have a toll-free telephone number for calls from Customers in the City. The Contractor's telephone system shall have the capacity to receive multiple telephone calls simultaneously. All calls concerning complaints shall be answered by a Person located in the Contractor's office in the County. The Contractor shall have extra staff working in the Contractor's office each Operating Day in January 2014 and as long thereafter as necessary to ensure Contractor's compliance with the requirements in Sections 30.2 and 31.1.4. The Contractor's telephone number shall be listed in the Contractor's webpage and the two largest telephone directories in the City. Contractor shall use an answering machine or answering service to receive and record messages when the office is closed or the Contractor is receiving more calls than its staff can answer. The answering machine or service shall give Customers the telephone number that the Customers may use to report an emergency.

30.4 The Contractor shall establish a process for receiving and handling emergency calls, both during and after normal operating hours. The Contractor's process shall ensure that a Customer receives

an immediate response after reporting an emergency. Such process shall be subject to the Director's approval.

- 30.5 The Contractor's office shall be equipped with a two-way communication system that can be used to promptly contact the Director, the Contractor's District Manager, the Contractor's Field Supervisor, and all of the Contractor's Collection vehicles.
- 30.6 Garbage Carts and Recycling Carts shall be stored at the Contractor's local office and made available to Customers, pursuant to Section 27.3.3, above.

SECTION 31: CUSTOMER RELATIONS

31.1 HANDLING CUSTOMER COMPLAINTS

- 31.1.1 The Contractor shall be responsible for receiving and responding to all complaints from Customers. Any complaint received by the Contractor shall be entered into the Contractor's electronic tracking system pursuant to Section 31.1.4 and Contractor shall promptly initiate its response to the complaint.
- 31.1.2 The District Manager or their designee shall determine initially whether a Customer's complaint is a Legitimate Complaint. If there is a dispute with the Customer or uncertainty, the Director shall make the final determination as to whether a Customer's complaint is a Legitimate Complaint. Legitimate Complaints include but are not limited to:
- Missed Collections;
 - Failure to respond to Missed Collections in compliance with the requirements of this Agreement;
 - Mishandling of Solid Waste, Recyclable Materials, or Collection Containers;
 - Failure to maintain vehicles, Collection Containers, or equipment;
 - Damage to public or private property;
 - Failure to pick up litter;
 - Failure to obey traffic regulations; and
 - Discourteous treatment of Customers.
- 31.1.3 The Contractor shall take whatever steps are necessary to promptly remedy the cause of a Legitimate Complaint. If the Contractor is informed about a Legitimate Complaint before noon on a Scheduled Collection Day, the Contractor shall remedy the complaint before the end of that day. If the Contractor is notified about a Legitimate Complaint after noon on a Scheduled Collection Day, or at any time on a Sunday or Holiday, the Contractor shall remedy the complaint before noon on the next Scheduled Collection Day. The Contractor may request and the Director shall grant additional time to remedy a Legitimate Complaint when the Contractor uses its best efforts to correct the problem, but is unable to do so within the time provided herein.
- 31.1.4 The Contractor shall establish a real-time, web-based system for tracking complaints. The Contractor shall enter all complaints into the Contractor's electronic tracking system within one hour after the Contractor receives the

complaint; however, if complaints are received when the Contractor's local office is closed, the complaint shall be entered into the electronic tracking system within two (2) hours after the office reopens on the next Operating Day. The Contractor shall configure the system in a manner that allows the Director to (a) access the system and monitor the complaints from the City's computers, (b) identify the locations of the Customer complaints in real time on a street map, and (c) compare current and historical complaints, by type of complaint and by location. However, the Director does not need the ability to enter or delete data in the electronic tracking system. The format of the information collected in the electronic tracking system shall be subject to the Director's approval. With the Director's approval, the electronic tracking system may be used as the Contractor's complaint log, pursuant to Section 34.2.6, below.

31.2 DISPUTE RESOLUTION PROCESS FOR CUSTOMERS

- 31.2.1 The Contractor shall promptly notify the Director whenever the Director needs to resolve a dispute between a Customer and the Contractor, including but not limited to disputes concerning the proper interpretation and implementation of this Agreement and the Ordinances. The Contractor also shall promptly notify the Director about any disputes with a Customer that the Contractor has not been able to resolve within two (2) Operating Days after receiving the Customer's complaint.
- 31.2.2 The Director shall evaluate the facts concerning such disputes and shall make a fair and impartial determination about such matters. The Director shall notify the Contractor and the Customer in writing concerning the Director's decision about the disputed issues.
- 31.2.3 The Contractor and Customer shall have three (3) Operating Days to comply with the Director's decision or, in the alternative, provide the Director with a written request for a hearing before the City Manager.
- 31.2.4 If a request is filed, the City Manager shall act upon such request within twenty (20) Operating Days. The City Manager shall provide the parties an opportunity to present their arguments and evidence concerning the relevant issues. The City Manager shall notify the Customer, the Contractor, and the Director in writing concerning the City Manager's decision. The City Manager may: confirm, in whole or in part, the Director's findings; grant relief to the Customer or the Contractor; or take whatever other action the City Manager deems necessary and appropriate. The City Manager's decision shall be final and is not subject to further appeal within the City.

SECTION 32: CONTRACTOR'S RELATIONSHIP WITH THE CITY

32.1 AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

The Contractor shall cooperate with the City in every reasonable way to facilitate the successful completion of the activities contemplated under this Agreement. The City shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and electronic mail from the City. Answering machines, pagers, or other devices that do not provide

for immediate contact with the Contractor's District Manager and Field Supervisor shall not satisfy the requirements of this paragraph. The Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving a request for a meeting to discuss the Contractor's performance under this Agreement or other issues of concern to the Director.

32.2 DIRECTOR'S REVIEW OF CONTRACTOR'S PERFORMANCE

The Director is hereby designated as the public official responsible for the day-to-day administration of this Agreement by the City. Contractor shall diligently work with the Director to formulate and adopt procedures that will facilitate the Contractor's performance under this Agreement and the Director's review of the Contractor's work.

32.3 CITY'S RIGHT TO INSPECT CONTRACTOR'S OPERATIONS

The City shall have the right to inspect the Contractor's facilities and operations at any reasonable time to determine whether the Contractor's performance complies with the requirements of this Agreement. The Contractor shall make its facilities and operations available for the City's inspection and shall cooperate fully.

32.4 CITY'S RIGHT TO APPROVE

Whenever this Agreement authorizes the City or one of its representatives (e.g., Director) to approve a request by the Contractor, the City shall have the right to withhold its approval until the Contractor submits all of the information needed to evaluate the Contractor's request. The City shall fairly and objectively evaluate the information provided by the Contractor, as well as any other relevant facts. The consent of the City shall not be unreasonably withheld or delayed, except as otherwise explicitly provided herein. However, the City shall have the exclusive right to weigh the relevant facts and determine whether the approval of the Contractor's request is consistent with the requirements in this Agreement and the public interest.

**SECTION 33: CONTRACTS FOR COMMERCIAL
COLLECTION SERVICE**

33.1 CONTRACT FOR COMMERCIAL COLLECTION SERVICE

The Contractor shall use its best efforts to enter into a service contract with each New Commercial Customer before the Contractor provides Collection Service to that Customer. The Contractor also shall use its best efforts to enter into service contracts with all Commercial Customers before January 31, 2014. The Contractor shall prepare a standard form that the Contractor shall use as its service contract with Commercial Customers. The proposed form shall be provided to the Director for approval at least thirty (30) calendar days before the Commencement Date, and whenever the Contractor proposes to change its content. The terms and conditions contained in the form shall be consistent with the requirements in this Agreement; the service agreement shall not contain any requirements or fees that are not included in this Agreement. The Director shall have the authority to approve the Contractor's service contract, or require additions, deletions, or changes to the language therein, including changes to the language provided below. The Contractor's service contract shall identify the service(s) that will be provided, the size and type(s) of Collection Container(s) that will be used, the frequency of Collection, the Scheduled Collection Day(s), and the Rates for the services that will be provided

to the Customer. The service contract also shall contain the following information, unless alternate language is approved by the Director.

REGULATION BY CORAL SPRINGS

This contract for the collection of Solid Waste is regulated by the City of Coral Springs. If you have questions that you cannot resolve with the Contractor regarding the terms and conditions in this contract, you may call the City at (954) 344-1165.

COMPACTORS AND ATTACHED ROLL-OFF CONTAINERS

Commercial Customers may provide their own Compactor and attached Roll-Off Container for the solid waste that they generate on their property, if their Compactor and attached Roll-Off Container is one that can be serviced by the Contractor's collection equipment. In the alternative, a Commercial Customer may obtain a Compactor and attached Roll-Off Container from the Contractor. In either case, the Compactor and attached Roll-Off Container must be maintained in a safe, sanitary, serviceable condition by the owner of the Compactor and Roll-Off Container.

RATES FOR SERVICES

The City has approved standard rates for the collection of Solid Waste and Recyclable Materials. Under this contract, you will pay the following fees for the Contractor's services. You may call the City if you have questions about any of the Contractor's rates.

33.2 DISCLOSURE OF FEES FOR COMMERCIAL COLLECTION SERVICE

The Contractor's service contract shall identify all of the services that the Contractor will provide to the Commercial Customer and all of the associated Rates. No fees or charges may be collected from any Customer unless such fees and charges were disclosed to that Customer before the Contractor provided its services. With regard to existing Commercial Customers (i.e., Customers already receiving Solid Waste service from the City's franchised hauler on December 31, 2013) that receive Collection Service during the First Operating Year, the Contractor shall be deemed to have disclosed its Rates if the Contractor provided notice in compliance with Section 35 prior to commencing its Collection Service.

33.3 RESERVED

33.4 INITIATION OF SERVICE TO A COMMERCIAL CUSTOMER

On January 1, 2014, the Contractor shall begin to provide its Collection Services to each Commercial Customer in the Service Area. Thereafter, the Contractor shall provide its Collection Services for Commercial Waste within three (3) Operating Days after the Contractor receives a request for service from a New Customer and the New Customer signs a contract with the Contractor for such service.

33.5 TERMINATION OF SERVICE TO A COMMERCIAL CUSTOMER

The Contractor may terminate Collection Service to a Commercial Customer based on the Customer's failure to pay the Contractor's bills for Collection Service. The Contractor shall notify the Director at least fifteen (15) calendar days before service is terminated to a Commercial Customer. Upon being notified, the City shall take whatever action it deems appropriate to enforce compliance with the City's Ordinances.

If Collection Service is terminated, the Contractor may remove from the Customer's Premises any Collection Containers or other equipment belonging to the Contractor. Contractor may charge Interest on delinquent accounts with Commercial Customers and may charge a reasonable fee for the resumption of service, subject to Applicable Laws. The proposed fee for the resumption of service shall be subject to the Director's approval.

SECTION 34: RECORD KEEPING AND REPORTING

34.1 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

- 34.1.1 The Contractor shall be solely responsible for keeping all of the records and documents necessary to demonstrate that Contractor has performed its duties in compliance with the requirements in this Agreement. The Contractor's records shall be accurate, well-organized and up-to-date at all times. The Contractor's records concerning its performance under this Agreement shall be kept in the Contractor's local office or in another location in Broward County for at least three (3) years following the termination of this Agreement.
- 34.1.2 All of the Contractor's reports to the City shall be submitted in an electronic (digital) format that is compatible with the City's software. Hard copies also shall be provided, if requested by the Director, or if they are expressly required herein. The format and content of the Contractor's reports are subject to the Director's approval. The reports shall be signed by the District Manager or other duly authorized representative of the Contractor.
- 34.1.3 The Contractor shall prepare the logs identified in Sections 34.2.1, 34.2.2, 34.2.3, 34.2.6, and 34.2.8 of this Agreement. The Contractor is encouraged to maintain the other logs identified in Section 34.2, but the Contractor shall not be required to do so, unless the Director concludes that one or more of these reporting requirements must be enforced to ensure the Contractor's compliance with the other provisions in this Agreement.
- 34.1.4 All of the Contractor's logs shall be maintained in an electronic database that is compatible with the City's software systems. The database shall be available for inspection by the City at any time during normal business hours. Upon request, the information in the logs shall be provided to the Director within five (5) Operating Days. The general format and content of the Contractor's logs shall be subject to the Director's approval.

34.2 SPECIFIC RECORD KEEPING REQUIREMENTS

- 34.2.1 Collection Service Log – The Contractor shall maintain records and a log concerning all of the Collection Services the Contractor provides to each Customer in the Service Area. At a minimum, the records shall identify: the type of service provided to each Customer; the date(s) when service was provided; the size of, and frequency of Collection for, the Mechanical Containers (if any) used by the Customer; and the Collection Services (e.g., Supplemental Collection Services), if any, for which the Customer paid a fee directly to the Contractor. The Contractor shall maintain the same records with the same information for all of the Collection Services that the Contractor provides to the City pursuant to Section 36. The Contractor shall summarize the records in a log.
- 34.2.2 Solid Waste Disposal Log – The Contractor shall maintain records and a log concerning all of the Solid Waste collected in the Service Area, including the materials collected for the City pursuant to Section 36. The records shall identify the amounts of Solid Waste collected and the locations where the Solid Waste was taken for disposal, as documented by scale house tickets and receipts. The records shall address each Load of Solid Waste for each Collection vehicle for each Operating Day. These records shall be summarized in a log.
- 34.2.3 Recyclable Materials Log – The Contractor shall maintain records and a log concerning all of the Source Separated Recyclable Materials collected in the Service Area, including the materials collected for the City pursuant to Section 36. The records shall identify the amounts of Source Separated Recyclable Materials collected and the locations where the Source Separated Recyclable Materials were taken for processing, as documented by scale house tickets and receipts. The records shall address each Load of Source Separated Recyclable Materials for each Collection Vehicle for each Operating Day. These records shall be summarized in a log.
- 34.2.4 Vehicle Maintenance Log – Upon request, the Contractor shall keep maintenance records and a log for each vehicle used for Collection Service. At a minimum, the log shall show: the identification number for the vehicle; the date and description of all routine maintenance activities; and the date and description of all repair activities.
- 34.2.5 Non-Collection Notice Log – Upon request, the Contractor shall maintain records and a log of all occasions when Non-Collection Notices have been placed. The log shall include: the date when the notice was placed; the Customer's street address; and the reason for each Non-Collection Notice.
- 34.2.6 Complaint Log – The Contractor shall maintain records and a log of all complaints. The log shall include: the date and time when the Contractor was notified by the City or Customer; the Customer's street address; a description of the complaint; whether the complaint was a Legitimate Complaint; the date and time when the complaint was resolved; and a description of how the complaint was resolved.
- 34.2.7 Property Damage Log – Upon request, the Contractor shall maintain records and a log concerning all accidents and events when Contractor's employees, vehicles, or equipment caused an injury to any Person or domestic animal, or damage to any public or private property. At a minimum, the log shall include: the date and time

when the event occurred; the address where the event occurred; the name of the Person that reported the event; a description of the event; the vehicle or equipment number, and/or the name of the employee involved in the event; the name and address of the Person suffering the injury or damage; a description of the injury or damage suffered; and a description of how and when the matter was resolved.

- 34.2.8 Cart Log – The Contractor shall maintain records and a log concerning the Garbage Carts and Recycling Carts that are provided by the Contractor pursuant to this Agreement. At a minimum, the log shall identify: the location of the Residential Property occupied by each Customer that received a Garbage Cart or Recycling Cart; and the location of the Residential Property occupied by each Customer that received a replacement cart.

34.3 QUARTERLY REPORT

- 34.3.1 The Contractor shall submit a quarterly report to the Director no later than the fifteenth (15th) day of each calendar quarter (i.e., January 15; April 15, July 15; October 15). At a minimum, the quarterly report shall contain the following information for the previous quarter: (a) the total quantity of each type of Residential Waste (e.g., Garbage; Bulk Waste) delivered to each Designated Facility pursuant to this Agreement; (b) the total quantity of Source Separated Recyclable Material delivered to Designated Facilities; (c) the amount of Solid Waste and Recyclable Material (if any) delivered to other facilities; (d) the number of Missed Collections; (e) a summary of each accident involving personal injuries or property damage; (f) the total number of Legitimate Complaints; and (g) any new information compiled pursuant to Section 34.2.8, above.
- 34.3.2 The quarterly report shall include any information requested by the Director to enable the City to comply with Chapter 403, Florida Statutes, or other Applicable Laws concerning Recycling rates, Recycling goals, Solid Waste management programs, or similar matters.
- 34.3.3 The quarterly reports for the First Operating Year shall: (a) identify the quantities of paint, fluorescent light bulbs, and Electronic Equipment that were collected at the City's Transfer Station; (b) identify each location where these materials were taken for Recycling or disposal; and (c) identify the amount paid for the disposal of these materials.
- 34.3.4 Whenever the Contractor submits a quarterly report to the City, the Contractor also shall submit a signed written statement from the District Manager or their designee, verifying that the quarterly report is accurate in all respects. The District Manager or their designee also shall verify each month that all of the Residential Waste collected by the Contractor has been delivered to a Designated Facility, (b) the Contractor has accurately informed each Designated Facility whether to bill the City for each Load delivered by the Contractor, and (c) the Contractor's quarterly report accurately accounts for all such deliveries.

34.4 ANNUAL REPORT

Contractor shall submit an annual report to the Director no later than forty-five (45) calendar days after the end of each Operating Year. At a minimum, the annual report shall include the

following information: (a) annualized information for all items required in the quarterly reports; (b) updated lists of all vehicles and equipment used to provide Collection Service under this Agreement; (c) a description and inventory of the equipment, facilities, manpower, and other resources available for emergency conditions; (d) a trend analysis and overall evaluation of the number and types of Legitimate Complaints received by the Contractor on a monthly and annual basis during the term of this Agreement; (e) a corrective action plan for systemic and chronic problems, if any; (f) an updated Collection Plan; (g) an updated Contingency Plan; (h) an updated Safety Plan; (i) a summary of all accidents and Legitimate Complaints involving personal injuries or damage to public or private property during the prior year; and (j) a list of the vehicles, if any, that will be replaced in the upcoming year to comply with the requirements in Section 28.3 herein.

34.5 ACCIDENT REPORTS

Contractor shall notify the Director of any accidents involving the Contractor's staff, vehicles, or equipment that occur while the Contractor is performing services under this Agreement and require notification to OSHA or any other regulatory agency under Applicable Laws. Contractor also shall notify the Director of accidents involving personal injuries or damage to public or private property. In all such cases, oral notice shall be provided within six (6) hours of the accident and a written report shall be provided to the Director within one (1) Operating Day of the accident. If any issues are unresolved at that time, a subsequent report shall be provided to the Director within two (2) Operating Days following the ultimate disposition of the case. The oral and written reports shall include the date and time of the event, a description of the event, an estimate of the damages and injuries (if any) caused by the event, and a description of how the event and any associated damages and injuries were handled or will be handled.

34.6 CITY'S RIGHT TO INSPECT AND AUDIT CONTRACTOR'S RECORDS

Contractor shall cooperate with the Director and provide every reasonable opportunity for the City to ascertain whether the duties of the Contractor are being performed properly. Contractor shall promptly provide any information regarding the services provided by the Contractor under this Agreement, in addition to the information required explicitly by this Agreement, that the Director or the Contractor deem relevant under the circumstances.

The City shall have the right to inspect, copy, and audit, at the City's expense, all of the Contractor's records concerning the Contractor's services under this Agreement. The Contractor's records shall be made available for inspection in the City during normal business hours, within five (5) Operating Days after the City requests the records.

SECTION 35: PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall provide the following notices and educational services to help inform the public about the City's Solid Waste management system. The Contractor shall work closely with the City when preparing the notices, educational materials, and promotional information required pursuant to this Section 35. The design and content of the notices, educational materials, and promotional information shall be subject to the Director's prior approval. The Contractor shall be responsible for all expenses associated with the notices and educational services required herein.

35.1 NOTICE FOR COMMENCEMENT OF SERVICE

At least ten (10) calendar days before the Commencement Date, the Contractor shall design, print, and deliver a notice to each Customer concerning the Contractor's Collection Service and schedules. The notice shall be delivered by the U.S. Postal Service or hand delivered via door hangers. At a minimum, the notice shall (a) identify each of the Scheduled Collection Days for the Customer receiving the notice, (b) summarize the applicable Set Out requirements, and (c) include other educational and promotional information provided to the Contractor by the City. The notice also shall provide other relevant information concerning the Contractor's services.

35.2 ANNUAL NOTICE TO CUSTOMERS

The Contractor shall design, print, and mail or deliver an annual notice to all Customers within the Service Area. The notice shall include the same basic information provided for the commencement of service pursuant to Section 35.1, above, but shall be updated as necessary. The Contractor shall provide the annual notice in December of each Operating Year.

35.3 NOTICES FOR NEW CUSTOMERS

The Contractor shall design, print, and mail or deliver appropriate informational materials for each New Customer. At a minimum, the notice shall include the same information that is contained in the annual notice pursuant to Section 35.2.

35.4 NOTICES CONCERNING CHANGES IN COLLECTION SCHEDULES

The Contractor shall design, print, and deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. The notice shall be delivered to the Customers at least ten (10) calendar days before the Contractor changes its Scheduled Collection Days. Notice also shall be published in the newspaper with the largest circulation in the City at least five (5) calendar days before the change occurs. If it is not practical to provide newspaper notice, the Director may waive this requirement.

35.5 NOTICES FOR HOLIDAYS

In accordance with the procedure in Section 35.4, the Contractor shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday.

SECTION 36: CONTRACTOR'S COLLECTION SERVICES FOR THE CITY

36.1 GENERAL REQUIREMENTS

Subject to the conditions contained herein, the Contractor shall provide Collection Services for the City and City facilities. The Contractor shall be solely responsible for all of the costs and expenses associated with these services, including the cost of Collection, Tipping Fees, and the cost of purchasing, delivering, and using Collection Containers, except as otherwise explicitly set forth herein. All of the Solid Waste and Source Separated Recyclable Material collected pursuant to this Section 36 shall be delivered by the Contractor to a Designated Facility.

The City shall determine: (a) the size of the Collection Containers that shall be provided by the Contractor; (b) the frequency of Collection Service for each Collection Container; (c) the location where the Collection Container will be placed by Contractor; and (d) the types of Collection Containers to be used. The City shall be responsible for placing its Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection Containers.

At a minimum, the Contractor's Collection Services for the City's properties and facilities shall be provided in compliance with the following requirements:

- (a) Garbage shall be collected twice each week;
- (b) Source Separated Recyclable Materials shall be collected once each week; and
- (c) Mechanical Containers used for the Collection of Yard Trash and/or Construction and Demolition Debris shall be emptied by the Contractor whenever the Mechanical Containers are full.

If the Director notifies the Contractor before 12 p.m. (noon) that a Collection Container used by the City is full, the Contractor shall empty the Collection Container on the same day. If the Director notifies the Contractor after noon, the Contractor shall empty the Collection Container before noon on the next Operating Day. In addition, the Contractor shall increase the size of the Collection Container or the frequency of Collection Service for any Collection Container if the Director determines the current level of service is inadequate.

36.2 COMMUNITY EVENTS

The Contractor shall provide Collection Service for six (6) Community Events (e.g., community clean-ups, parades, and other special events) per Operating Year if such Collection Service is requested by the Director. The Contractor shall provide four (4) Roll-Off Containers (40 cubic yards each) per Community Event or other types of Collection Containers with an equivalent capacity.

36.3 COLLECTION OF SOLID WASTE AND SOURCE SEPARATED RECYCLABLE MATERIALS AT CITY FACILITIES

The Contractor shall provide for the Collection of Solid Waste and Source Separated Recyclable Materials from any property that is owned, occupied, or controlled by the City, including any such property that is acquired during the term of this Agreement. Exhibit 11 identifies the City properties that shall receive Collection Service, and it identifies the type and level of Collection Service to be provided to each City property, beginning on January 1, 2014. The Contractor's obligation under this paragraph includes the Collection of Solid Waste and Source Separated Recyclable Materials that are collected by the City at other locations as a result of City operations and then transported to the City properties identified in Exhibit 11. With regard to the properties identified in Exhibit 11, Solid Waste shall be collected in Roll-Off Containers and Source Separated Recyclable Materials shall be collected in ninety-six (96) gallon Recycling Carts.

36.4 COLLECTIONS AT CITY TRANSFER STATION

The Contractor shall provide the following Collection Services at the City's Transfer Station:

- (a) The Transfer Station and site shall be staffed and operated by the Contractor's personnel.

- (b) The Contractor shall accept Bulk Waste, Yard Trash, and Source Separated Recyclable Materials that are delivered to the Transfer Station by Residential Customers. These materials shall be accepted by the Contractor from 8:00 A.M. to 5:00 P.M. on Saturday and from 12:00 P.M. (noon) to 5:00 P.M. on Sunday, except Holidays. These materials also shall be accepted by the Contractor from 8:00 A.M. to 5:00 P.M. on Martin Luther King Jr. Day, Presidents' Day, Memorial Day, and Labor Day. The Contractor shall deliver the Bulk Waste, Yard Trash, and Source Separated Recyclable Materials to Designated Facilities pursuant to Section 19, above.
- (c) On the first Saturday of every Operating Month, the Contractor also shall accept paint, fluorescent light bulbs, and Electronic Equipment that are delivered to the Transfer Station by Residential Customers. During the First Operating Year, the Contractor may deliver these materials to any properly licensed Solid Waste Management Facility for Recycling or disposal. Thereafter, the Contractor shall deliver these materials to a Solid Waste Management Facility designated by the City, which shall be located within fifty (50) miles of City Hall.
- (d) The Contractor shall verify that an individual is a Residential Customer before the Contractor allows the individual to unload any Solid Waste at the Transfer Station. Each individual delivering Solid Waste to the Transfer Station shall be required to provide proof of their residency in the City (e.g., a valid Florida driver's license or other identification deemed acceptable to the City). Commercial Customers and Commercial Waste shall not be accepted at the Transfer Station.
- (e) Solid Waste shall be accepted at the Transfer Station only from Residential Customers in non-commercial cars, passenger vans (no larger than nine (9) person capacity), pickup trucks (with a bed no larger than four (4) feet by eight (8) feet), and trailers with beds no larger than four (4) feet wide by twelve (12) feet long by three (3) feet deep. Vehicles rented by Residential Customers who are delivering their own Yard Trash or Bulk Waste also shall be accepted, subject to the Director's approval.
- (f) Contractor shall provide empty Roll-Off Containers and/or Compactors at the Transfer Station, as needed, to ensure the continuous and uninterrupted operation of the City's Transfer Station. At a minimum, the Contractor shall provide a Roll-Off Container for Yard Trash, a separate Mechanical Container for cardboard, and a separate Mechanical Container for Source Separated Recyclable Materials. Paint, fluorescent light bulbs, and Electronic Equipment shall be collected in containers that are suitable for such materials.
- (g) Contractor shall not accept deliveries of: Hazardous Waste; flammable waste; Radioactive Waste; liquid waste; Biomedical Waste; dead animals; or abandoned boats, vehicles, or motors or parts. For the purposes of this paragraph, it is assumed that paint, fluorescent light bulbs, and Electronic Equipment are not Hazardous Waste. Construction and Demolition Debris shall be accepted at the Transfer Station, but no one shall be allowed to deliver more than two (2) cubic yards of such debris per visit.
- (h) Contractor's personnel shall collect and remove all of the litter on the site and on the public right-of-way within one hundred (100) feet of the Transfer Station. Litter shall be collected each day when the Transfer Station is operated, as well as Mondays and Fridays.

- (i) Contractor shall be responsible for obtaining and maintaining any permits required for the operation of the Transfer Station.
- (j) Contractor shall pay the cost of providing electrical and other utility services to the Transfer Station.
- (k) The City shall pay the cost of any capital improvements to the Transfer Station. The City also shall pay the cost of routine repairs to the Transfer Station, as well as mowing, erosion control, and similar costs associated with the maintenance of the site.

36.5 COLLECTIONS FOR SPECIAL PROJECTS

The Contractor shall collect and dispose of the Construction and Demolition Debris and other Solid Waste generated by the City's employees when the City's employees undertake special construction projects in the City's parks or undertake similar projects on other City properties. However, the Contractor is not obligated to collect or dispose of Solid Waste generated by a third party contractor when the third party contractor is constructing or renovating the City's buildings or performing other similar work for the City.

SECTION 37: CONTRACTOR'S EMERGENCY SERVICES

37.1 COLLECTION OF GARBAGE AFTER A DISASTER

Following a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Contractor shall use its best efforts to immediately collect, by any means available, all of the Garbage that is Set Out by Customers. This shall be the Contractor's primary responsibility until the Contractor is able to provide Collection Services on a routine basis, as determined by the Director. The Contractor shall use its best efforts to resume its Collection Services for Bulk Waste, Yard Trash, and Source Separated Recyclable Materials on the Scheduled Collection Days as soon as possible after the disaster.

37.2 EMERGENCY VARIANCES IN ROUTES AND SCHEDULES

In the event of a hurricane, tornado, or other natural or human event that is declared a federal disaster, the Director may grant the Contractor a variance from the Contractor's regular routes and schedules. Requests for a variance shall be submitted in writing to the Director. If the Contractor's request is granted, the Contractor shall furnish a map depicting the revised routes and shall provide the revised schedules in writing. Thereafter, the Contractor shall contact the Director on a daily basis and describe the status of the Contractor's efforts to provide Collection Service and resume the use of normal routes and schedules. The Contractor shall provide the Director with any requested information so that the Director can evaluate and respond to the disaster.

37.3 COLLECTION OF DISASTER DEBRIS

This Agreement does not give the Contractor the right to collect Disaster Debris. The City will enter into a separate contract with the Contractor if the City wishes to utilize the Contractor's services for the Collection of Disaster Debris. Nothing herein shall require the City to utilize the services of Contractor, or prevent the City from hiring another Person, to collect Disaster Debris. Among other things, the City may utilize the City's Disaster Debris Contract in accordance with

the City's emergency management plan, or the City may utilize City personnel and equipment, for the Collection of Disaster Debris.

37.4 CONTRACTOR'S CONTINGENCY PLAN

Contractor shall develop a Contingency Plan, which shall describe the Contractor's plan of action in the event that an emergency or other situation renders the Contractor's operations yard or equipment unusable. The Contingency Plan shall describe the steps that the Contractor shall take to avoid interruptions or reductions in Collection Service under such circumstances. The Contingency Plan shall be submitted to the Director before the Commencement Date, in compliance with the schedule in Section 5.2. The Contingency Plan shall be updated annually and resubmitted to the Director (a) with the Contractor's annual report and (b) within five (5) Operating Days after the plan is revised by the Contractor. The Contingency Plan and all revisions to the plan are subject to the Director's approval.

37.5 CITY'S EMERGENCY MANAGEMENT MEETINGS

If requested by the Director, the Contractor shall attend the City's emergency management/disaster preparedness meetings and shall provide the City with any materials that may be useful to the City's efforts, including but not limited to Collection schedules and routes. The Director shall notify the Contractor of the date, time, and location of the meetings, and shall identify any necessary materials that are to be provided by the Contractor.

SECTION 38: RATES FOR CONTRACTOR'S SERVICES

38.1 UNIFORM RATES FOR ALL COLLECTION SERVICES

The Rates in Exhibit 3 are the maximum amounts that shall be charged for any Collection Services provided by the Contractor pursuant to this Agreement. The Rates shall be applied uniformly to all Customers receiving Collection Services from the Contractor within the City after the Effective Date. Contractor shall utilize the Rates in Exhibit 3, and no others, when billing its Customers or the City.

The Rate for Residential Collection Service shall apply to each Customer that receives such service, regardless of the number of Garbage Carts or Recycling Carts that are used by the Customer.

38.2 RATES FOR SPECIFIC COLLECTION SERVICES

The Rates for Residential Collection Service are set forth in Exhibit 3A. The Rates for Commercial Collection Services are set forth in Exhibit 3B. The Rates for the services provided to the City are set forth in Exhibit 3C. The Rates include or identify the Franchise Fees that are applicable to each Collection Service.

38.3 ANNUAL ADJUSTMENT TO COLLECTION COMPONENT OF RATES

On October 1, 2014 and each October 1 thereafter during the term of this Agreement, the Rates shall be adjusted upward or downward to reflect any changes in the cost of Collection during the previous year due to inflation or deflation. Specifically, the Rates in Exhibit 3 for Collection shall be adjusted by an amount that is equal to the percentage change in the Consumer Price

Index ("CPI") during the most recent twelve consecutive month period beginning on April 1 and ending on March 31. For example, with regard to the adjustment on October 1, 2014, the relevant period will be April 1, 2013 through March 31, 2014.

The percentage change in the CPI shall be calculated by using the following formula:

$$PC = \text{CPI1 divided by CPI2, minus 1.0, multiplied by 100}$$

Where:

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

CPI1 is the CPI index number for the most recent April (e.g., April 2014)

CPI2 is the CPI index number for April in the year before CPI1 (e.g., 2013)

Notwithstanding anything else contained herein, a single adjustment to the Rates shall not exceed five percent (5%) and there shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the five percent (5%) "cap" in a year when the CPI adjustment would exceed five percent (5%), but for the five percent (5%) limitation contained herein). If the CPI is discontinued or substantially altered, the City may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices.

38.4 ADJUSTMENTS TO DISPOSAL COMPONENT OF COMMERCIAL RATES

The disposal component of the Rates for Commercial Collection Service shall be adjusted to reflect any changes in the Tipping Fee at the Designated Facility. The Contractor shall provide the City and its Customers with advance notice of any change in the Tipping Fee and the notice shall be provided in a manner that is acceptable to the Director. The Rate adjustment shall be effective on the date of the change in the Tipping Fee at the Designated Facility or the date when the Contractor gave advance notice of the Rate adjustment to its Customers and the City, whichever occurs later.

The City shall calculate the amount of the Rate adjustment by using the following formula:

$$DCc \times (TFn/TFc) = DCn$$

"DCc" is the current amount of the disposal component of the Rates (i.e., the disposal component before the Tipping Fee is increased).

"TFn" is the new Tipping Fee.

"TFc" is the current Tipping Fee.

"DCn" is the new disposal component of the Rates (i.e., the disposal component after the Tipping Fee is increased).

For example, if it is assumed hypothetically that (a) the current disposal component of the Rates is \$15, (b) the current Tipping Fee is \$42.00, and (c) the new Tipping Fee will be \$44.00, then the new disposal component of the Rates will be \$15.71, as shown by the following calculation:

$$\$15 \times (\$44/\$42) = \$15.71$$

38.5 RATE ADJUSTMENTS FOR CHANGES IN LAW

If a Change in Law will directly and materially affect the Contractor's cost of providing its services under this Agreement, the Contractor may request the City to adjust the Rates. If the Contractor wishes to exercise this option, the Contractor shall prepare and submit a schedule of proposed Rates that will distribute the increased costs in a fair and non-discriminatory manner. The Contractor's request shall be accompanied by all data and analyses necessary for the Director to fairly evaluate the proposed Rate increase. The Director may request, and upon request the Contractor shall provide, additional information as necessary. After receiving the requested information, the Director shall present the Contractor's request and the Director's recommendations to the City Manager. The Contractor shall be given a reasonable opportunity to meet with the City Manager and explain the basis for its request.

The Director and the City Manager shall fairly evaluate the Contractor's request in a timely manner and in compliance with the requirements in Section 32.4, above. Subject to the provisions of Section 32.4, the Contractor's request shall be approved if the request complies with the requirements in this Section 38.5 and the Agreement. The City Manager's decision to grant or deny the Contractor's request shall constitute final action by the City. The Contractor shall have no right to appeal the City Manager's decision to the Commission.

If any adjustments to the Rates are approved, the adjusted Rates shall become effective upon the date designated by the Commission. Adjustments (if any) to the Rates shall be designed to compensate the Contractor for the increased costs incurred by the Contractor after the Change in Law took effect.

If a Rate adjustment is approved pursuant to this Section 38.5 and the adjustment will cause the Rate for any Collection Service to increase by an amount that is equal to or greater than twenty percent (20%) of the Rate in effect before the adjustment took effect, or cause the Rate for any Collection Service to be greater than one hundred fifty percent (150%) of the Rate on the Effective Date (adjusted by the CPI), the Commission may terminate this Agreement at any time after providing one hundred eighty (180) days' notice to the Contractor.

38.6 EXTRAORDINARY RATE ADJUSTMENTS

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

38.6.2 The Contractor shall be given a reasonable opportunity to meet with the City Manager and explain the grounds for its petition. The City Manager shall approve

or deny the Contractor's request in a timely manner after the City Manager receives all of the information requested from the Contractor. The City Manager may deny the Contractor's request for any reason or no reason, in his or her sole discretion, as the City Manager deems appropriate. The City Manager's decision shall be final and non-appealable.

- 38.6.3 If the Contractor's request is granted in whole or in part, the City Manager shall have the right to reduce the Contractor's Rates, if and to the extent that the factors causing the Contractor's price increase have been ameliorated or eliminated. Every twelve (12) months after a request is granted, the Director shall have the right to request, and the Contractor shall prepare promptly upon request, an updated audit and explanation of whether the extraordinary Rate increase should remain in effect. The City Manager may reduce the Contractor's Rates to the levels that were in effect before the extraordinary Rate increase was granted (adjusted by CPI), if the Contractor does not timely submit adequate information to justify the continued payment of the extraordinary Rate increase.

38.7 RATES FOR DISASTER DEBRIS

If the Director wishes to have the Contractor collect Disaster Debris following a federally declared disaster, the City and the Contractor shall enter into a separate contract and the City shall pay the Contractor in accordance with the terms, conditions, and Rates that are mutually agreed upon by the City and Contractor before the commencement of the Contractor's work under that contract. This Agreement does not authorize any payments for the Collection of Disaster Debris.

38.8 ADJUSTMENTS TO FRANCHISE FEE

Whenever any Rate is adjusted, the Franchise Fee shall be recalculated and then paid based on the adjusted Rate. The adjusted Rate shall include the Franchise Fee, in those cases where the original Rate included the Franchise Fee. When the adjusted Rate (including the Franchise Fee) takes effect, the Contractor may bill and collect the adjusted Rate from its Customers. It is intended that the Franchise Fee will be set by the City and then passed through to the Customers.

SECTION 39: PAYMENTS TO CONTRACTOR FOR COLLECTION SERVICES

39.1 GENERAL BILLING AND PAYMENT PROVISIONS

The City and the Customers shall have no obligation to pay any fee, charge, cost, or other sum to the Contractor unless such payment is explicitly required in this Agreement and the fee is identified in Exhibit 3. The Rates for Collection Services in Exhibit 3 shall constitute full and complete compensation to the Contractor for the services provided by the Contractor under this Agreement. In all cases, the City shall have the sole authority to determine whether and the extent to which the Contractor is entitled to payment for services it provided under this Agreement.

39.2 PROHIBITIONS ON PAYMENTS FROM CUSTOMERS TO CONTRACTORS

Neither the Contractor nor its agents, subcontractors, employees or other representatives shall solicit or accept any payment or monetary remuneration from any Customer for the provision of any Service described in this Agreement, unless such payments are explicitly authorized in this Agreement and the payments are less than or equal to the amounts authorized. If a Customer or other Person delivers any money to the Contractor for any service provided in the Service Area, and such payment is not explicitly required in this Agreement, the Contractor shall return the money to the Customer within five (5) Operating Days after the money is received by the Contractor.

39.3 PAYMENTS FROM CITY FOR RESIDENTIAL COLLECTION SERVICE

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

The City's payments to the Contractor for Residential Collection Service shall be made on a monthly basis, in arrears, for the Collection Service provided by the Contractor during the previous Operating Month. The amount of the City's payments to the Contractor shall be calculated by:

- (a) multiplying the monthly Rate for Residential Collection Service times the number of Dwelling Units that were on the Residential Customer List on the first day of the Operating Month for which payment is being made;
- (b) adding the monthly fee for the Recycling incentive program, if such a program was provided during the Operating Month pursuant to Section 25; and
- (c) deducting any administrative charges, Franchise Fees, or other sums that are due and owed to the City from the Contractor.

The City's payments shall be sent to the Contractor within twenty (20) calendar days after the end of the month when the Contractor's Collection Services were provided.

39.4 CITY'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

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

39.5 LIMITATIONS ON CONTRACTOR'S RIGHT TO PAYMENT FROM CITY

The City shall have no obligation to pay the Contractor for any of the Collection Services provided by the Contractor to its Customers, except as provided in Sections 39.3 and 39.4, above. The Contractor shall have no right to any revenues or funds obtained by the City from any other

sources, including but not limited to funds distributed to the City by the Florida Department of Environmental Protection or any other Person.

39.6 PAYMENT FOR COMMERCIAL COLLECTION SERVICES

The Contractor shall be solely responsible for billing Commercial Customers and collecting all Rates, fees, and other charges from its Customers for the Commercial Collection Services the Contractor provides under this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste collected by the Contractor when providing its Commercial Collection Services. The Contractor shall bill its Commercial Customers in arrears for the Commercial Collection Services the Contractor provides to its Customers.

39.7 PAYMENTS FOR GARBAGE CARTS AND RECYCLING CARTS

The City shall pay One Million Three Hundred Ninety-Four Thousand Four Hundred Dollars (\$1,394,400) for the purchase of the Recycling Carts that the Contractor will provide to Residential Customers pursuant to this Agreement. Within thirty (30) calendar days after receiving a written request from the Contractor, the City shall issue a purchase order in this amount and shall deliver the purchase order to the company that will manufacture the Recycling Carts for the Contractor pursuant to this Agreement. The Contractor shall pay the manufacturer for any additional costs that are incurred by the Contractor to purchase or provide Recycling Carts to the City in compliance with this Agreement. The funds provided by the City to the manufacturer shall not be used for the purchase for Garbage Carts or any other purpose.

Pursuant to Section 27.3.3, the Contractor shall provide each Residential Customer with one free replacement of their Garbage Cart and one free replacement of their Recycling Cart if the Customer's cart is stolen or damaged beyond repair. Except for these replacement carts, the Contractor may charge a reasonable fee to a Residential Customer that wishes to purchase a Recycling Cart or Garbage Cart. The Contractor's fee for purchasing and assembling a Garbage Cart or Recycling Cart for a Residential Customer shall not exceed Fifty Dollars (\$50.00). The Contractor may charge an additional fee if the Customer requests the Contractor to deliver the Garbage Cart or Recycling Cart to the Customer's Premises, but the delivery fee shall not exceed Twenty-Five Dollars (\$25.00) per cart. The Contractor shall be solely responsible for billing and collecting the fees for selling and delivering Garbage Carts and Recycling Carts pursuant to this Section 39.7. Except for the fees authorized in this Section 39.7 and the fees authorized in Section 27.4 for exchanging carts, the Contractor shall not charge or collect any separate fee for purchasing, assembling, or delivering Garbage Carts or Recycling Carts to any Residential Customer.

39.8 PAYMENT FOR SUPPLEMENTAL COLLECTION SERVICES

The Contractor shall be solely responsible for billing its Customers and collecting the applicable Rates for any Supplement Collection Services the Contractor provides pursuant to this Agreement. The Contractor also shall be responsible for the payment of all Tipping Fees associated with the disposal or processing of Solid Waste collected by the Contractor when providing Supplemental Collection Services.

SECTION 40: PAYMENTS TO THE CITY

40.1 FRANCHISE FEES

The Contractor shall pay Franchise Fees to the City in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement.

The Contractor shall pay a Franchise Fee for the Contractor's exclusive right to provide Residential Collection Services in the City. The Franchise Fee for Residential Collection Services shall be a flat fee (e.g., a fixed amount per Dwelling Unit), which shall be established by the Commission each September and then paid each Operating Month during the following Operating Year. The amount of the Franchise Fee for Residential Collection Service shall be calculated by multiplying the applicable flat fee times the number of Dwelling Units that are on the Customer List on the first day of the Operating Month for which payment is being made. Since the City collects a non-ad valorem special assessment to pay for the Contractor's Residential Collection Services, the City will deduct the Franchise Fee for Residential Collection Services from the revenues the City derives from its special assessment, before the City uses the special assessment revenues to pay the Contractor for its Residential Collection Services. The parties agree this procedure is more efficient than requiring the City to pay the Contractor for its Residential Collection Services and then requiring the Contractor to pay the City for the Franchise Fee.

The Contractor shall pay a Franchise Fee for the Contractor's exclusive right to provide Commercial Collection Services in the City. The Franchise Fee for Commercial Collection Services shall be based on a flat fee (e.g., a fixed amount per cubic yard), which shall be established by the Commission each September and then paid by the Contractor each Operating Month during the following Operating Year.

The amount of the monthly Franchise Fee payment to the City for Commercial Collection Service shall be calculated in the following manner:

- (a) for each Collection Container used to provide Commercial Collection Service (except and not including any container used to collect Source Separated Recyclable Materials) during the Operating Month, the Contractor shall multiply the capacity of the container (measured in cubic yards) times the number of occasions when the container was emptied during the month (i.e., the number of "pulls");
- (b) add all of the monthly capacity values for all of the Contractor's containers, as calculated pursuant to (a), above, to determine the total capacity of the Commercial Collection Service provided by the Contractor during the month; and
- (c) multiply the applicable flat rate per cubic yard times the total value derived pursuant to (b), above.

The Franchise Fee for Commercial Collection Service shall be delivered to the City within twenty (20) calendar days after the end of the Operating Month for which payment is being made. Accordingly, in the First Operating Year under this Agreement, (a) the Contractor's first payment of the Franchise Fee for Commercial Collection Service shall be based on the Contractor's Commercial Collection Services in January 2014, (b) the Contractor's first payment of Franchise Fees shall be delivered to the City by February 20, 2014, (c) the amount of the Franchise Fee (i.e., the amount of the flat fee) may be adjusted by the City in September 2014, and (d) the flat fee, as

adjusted, shall be used when calculating the amount of the Franchise Fee that is due for the Commercial Collection Service provided by the Contractor in October 2014 and subsequent Operating Months.

Each of the Contractor's payments of Franchise Fees for Commercial Collection Services shall be accompanied by a standard form and other documentation that summarizes the Contractor's Commercial Collection Service during the month and shows how the amount of the payment was calculated. The format and content of the standard form shall be subject to the Director's approval. Upon the Director's request, the Contractor also shall provide the Director with a detailed report that supplements and confirms the accuracy of the information in the standard form. Upon request, the supplemental report shall include, but is not limited to, the name of each Commercial Customer, the service address of each Commercial Customer, the account number of each Commercial Customer, the exact services rendered to the Commercial Customer, and the amounts billed to each Commercial Customer.

The exact nature and amount of the Franchise Fees for Residential and Commercial Collection Services may be changed by the Commission, but any such change shall warrant a corresponding change in any Rates that include the Franchise Fee.

Following each Operating Year, the City may hire an independent, third party accountant to conduct an audit of the Contractor's records concerning the Franchise Fees paid to the City during the prior Operating Year. The Contractor shall pay the costs of the audit (if any) within thirty (30) calendar days after receiving the City's request for payment of the auditor's bill. However, the Contractor's obligation to pay under this paragraph shall not exceed Twenty-Five Thousand Dollars (\$25,000) in the First Operating Year. This amount shall be adjusted annually for inflation pursuant to Section 40.11. If the audit reveals that the Contractor failed to pay all of the Franchise Fees that were due and owed to the City, the Contractor shall pay the entire cost of the audit.

40.2 ADMINISTRATIVE COSTS

The Contractor shall pay an administrative fee to the City each Operating Month. The administrative fee is intended to reimburse the City for the administrative services provided by the City in connection with the City's implementation, monitoring, and administration of this Agreement. Each monthly payment shall be in the amount of Eight Thousand Three Hundred Fifty Dollars (\$8,350). The first monthly payment shall be delivered to the City no later than January 20, 2014. Each subsequent payment shall be delivered to the City no later than the 20th day of the month.

40.3 EXPENSES FOR PREPARATION OF AGREEMENT

The City has expended substantial amounts of staff time and has incurred significant out-of-pocket costs related to the preparation and negotiation of this Agreement pursuant to a public procurement process. The City's procurement process resulted in a direct economic benefit to the Contractor (i.e., the award of this Agreement). Accordingly, the Contractor shall reimburse the City for its costs and efforts by making a one time, lump sum payment of One Hundred Eighty Five Thousand Dollars (\$185,000) to the City no later than thirty (30) calendar days after the Effective Date.

40.4 PUBLIC NOTICES AND EDUCATIONAL SERVICES

The Contractor shall pay a fee to the City each Operating Year for (a) the City's public notices concerning the City's Solid Waste management system, (b) educational programs concerning Solid Waste management issues, and (c) other public purposes designated by the Director. The Fee shall be paid in a lump sum in the amount of Forty Thousand Dollars (\$40,000). The first annual payment shall be delivered to the City no later than October 1, 2013 and subsequent payments shall be delivered no later than October 1st in each Operating Year thereafter.

40.5 STREET SWEEPING

The Contractor's truck traffic will cause the City to incur costs each Operating Year for street sweeping, street cleaning, and related activities. Accordingly, the Contractor shall pay the City Three Thousand Dollars (\$3,000) each Operating Month to off-set these costs. The first payment shall be delivered to the City no later than January 20, 2014. Each subsequent payment shall be delivered to the City no later than the 20th day of the month.

40.6 LITTER COLLECTION

The City will incur costs each Operating Year to collect litter resulting from the Contractor's activities in the City. Accordingly, the Contractor shall pay Twelve Thousand Dollars (\$12,000) to the City each Operating Month to off-set the City's costs for litter control. The first payment shall be delivered to the City no later than January 20, 2014. Each subsequent payment shall be delivered to the City no later than the 20th day of the month.

The City shall incur extraordinary costs during the first Operating Year when the City collects the litter associated with the initiation of the Contractor's services and the termination of the City's prior franchise agreement. Accordingly, the Contractor shall make a one time, lump sum payment to the City in the amount of One Hundred Ninety Thousand Eight Hundred Dollars (\$190,800) no later than thirty (30) calendar days after the Effective Date.

40.7 TRANSFER STATION

The City will incur costs to repair, rehabilitate, and upgrade the City's Transfer Station to enable the Contractor to provide its services at the Transfer Station in accordance with this Agreement. Accordingly, the Contractor shall make a one time, lump sum payment in the amount of Fifty Thousand Dollars (\$50,000) to the City to complete this work on the Transfer Station. The Contractor's payment shall be delivered to the City no later than October 1, 2013.

40.8 CODE ENFORCEMENT SERVICES

The City will incur costs for code enforcement services related to the enforcement of the exclusive franchise granted by this Agreement for the benefit of the Contractor. Accordingly, the Contractor shall pay Two Thousand Five Hundred Dollars (\$2,500) each Operating Month to off-set these costs. The first payment shall be delivered to the City no later than January 20, 2014. Subsequent payments shall be delivered to the City no later than the 20th day of the month.

40.9 OPERATIONAL SUPPORT

The Contractor shall make a one time, lump sum payment in the amount of Three Hundred Thousand Dollars (\$300,000) to the City's general revenue fund to support the City's operations

during the First Operating Year. The Contractor's payment shall be delivered to the City no later than thirty (30) calendar days after the Effective Date.

40.10 OTHER PAYMENTS

The City shall submit invoices to the Contractor for any fee or charge that is due and owed to the City from the Contractor, except for the payments otherwise addressed in this Section 40. The Contractor shall pay the City's invoice within thirty (30) calendar days after receipt.

40.11 ANNUAL CPI ADJUSTMENTS FOR PAYMENTS

On October 1, 2014 and each anniversary thereafter, the amount of certain payments from the Contractor to the City shall be adjusted to reflect one hundred percent (100%) of any increase in the consumer price index during the most recent twelve (12) month period extending from April 1 to March 31. For the purposes of this Section 40.11, the consumer price index shall mean the Consumer Price Index for All Urban Consumers for Miami-Ft. Lauderdale, All Items, Not Seasonally Adjusted, Base Period 1982-84 = 100% (Series ID CUURA320SA0 and CUUSA320SA0), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency. The percentage change in the consumer price index shall be calculated in the manner described in Section 38.3, above.

The CPI adjustments described in this Section 40.11 shall apply to the annual audits pursuant to Section 40.1 (Franchise Fees), and the payments made pursuant to Section 40.2 (Administrative Costs), Section 40.4 (Public Notices and Educational Services), Section 40.5 (Street Sweeping), Section 40.6 (Litter Collection), and Section 40.8 (Code Enforcement Services).

SECTION 41: RECYCLING REVENUES FOR CITY

The City shall receive all of the revenues derived from the sale of the Source Separated Recyclable Materials that are collected by the Contractor from single-family Dwelling Units, Low Density Dwellings, Multi-Family Dwellings, the City's Transfer Station, and the City's properties. If Contractor sells any such materials, Contractor shall submit the sales proceeds to the City within thirty (30) days. The Contractor may keep any revenues derived from the sale of Source Separated Recyclable Materials that the Contractor collects from Commercial Customers.

SECTION 42: PAYMENT OF TIPPING FEES

42.1 Subject to the conditions and limitations contained herein, the City shall pay the Tipping Fees for the disposal of the Garbage, Rubbish, Yard Trash, and Bulk Waste that is collected by the Contractor from Residential Property on the Customer List and then delivered to a Designated Facility. The City shall pay the applicable Tipping Fees directly to the owner or operator of each Designated Facility.

The City also shall pay the Tipping Fees for the Recycling or disposal of the Yard Trash, Bulk Waste, paint, fluorescent light bulbs, and Electronic Equipment collected at the Transfer Station pursuant to Section 36.4 and the Solid Waste collected during Community Events pursuant to Section 36.2, subject to the following limitations. For the First Operating Year, the City will pay One Hundred Thousand Dollars (\$100,000) to the Contractor for the processing and disposal of these materials. The City shall pay this amount to the Contractor no later than December 20, 2014. During the First Operating Year, the Contractor shall be responsible for paying the

disposal facilities for the processing and disposal of these materials, regardless of the whether the cost of processing and disposal is greater or less than the amount paid to the Contractor by the City. After the First Operating Year, the City shall be responsible for paying all of the processing and disposal costs for these materials and the City shall pay such costs directly to the disposal facilities.

- 42.2 Except as set forth in Sections 39.3, 39.4, and 42.1, the Contractor shall be solely responsible for the payment of all Tipping Fees, processing fees, costs, and other charges associated with the Recycling or disposal of any Solid Waste or Recyclable Material collected by the Contractor. Among other things, the Contractor shall pay the Tipping Fees and disposal costs for any Solid Waste that: (a) is collected from a Commercial Customer; (b) is collected outside of the Service Area; (c) is not Residential Waste; or (d) is not collected pursuant to this Agreement.
- 42.3 When the Contractor delivers any Solid Waste to a Designated Facility, the Contractor shall tell the scale house operator whether the Tipping Fees shall be paid by the Contractor or the City. The Contractor shall use its best efforts to ensure that the scale house operator is properly informed so that the Disposal Facility will charge the City for Tipping Fees only when such charges are appropriate. Among other things, the Contractor shall not tell the scale house operator to charge the City for the disposal of any Solid Waste (a) that was generated outside of the Service Area; (b) that was generated by a Person who is not a Residential Customer; or (c) when the Contractor is obligated by this Agreement to pay the Tipping Fees.

SECTION 43: VERIFICATION OF PAYMENT AMOUNTS

- 43.1 The City's acceptance of any payment from the Contractor, or the City's deduction of any amount from any payment due to the Contractor, shall not be construed as an accord that the amount paid is the correct amount, nor shall it be construed as a release of any claim the City may have for additional sums payable from the Contractor.
- 43.2 At any time within the applicable statute of limitations, the City may recalculate and collect any amounts that are payable to the City under this Agreement, plus Interest, and all costs of collection, including attorneys' fees and court costs.
- 43.3 At its expense, the City may inspect, copy and audit any books, records and documents of the Contractor, whether kept in an electronic (digital) format or otherwise, that are relevant to the calculation of the amounts due and payable under this Agreement.

SECTION 44: ADMINISTRATIVE CHARGES

44.1 BASIS FOR ADMINISTRATIVE CHARGES

The City and Contractor acknowledge and agree that it is difficult or impossible to accurately determine the amount of damages that would or might be incurred by the City due to those failures or circumstances described in this Section 44 and for which the Contractor would otherwise be liable. Accordingly, the Contractor and the City have established the terms and amounts of the administrative charges set forth herein, and the parties agree that the administrative charges are reasonable under the circumstances. The Contractor and City also have consulted with their legal counsel and confirmed that these administrative charges are appropriate. Therefore, the following administrative assessments shall constitute administrative charges, not penalties, for the Contractor's breach of this Agreement.

44.2 PROCEDURE FOR ASSESSING ADMINISTRATIVE CHARGES

- 44.2.1 The Director shall conduct a preliminary evaluation of the relevant facts before the Director decides whether administrative charges should be assessed against the Contractor. At a minimum, the Director shall provide written notice to the Contractor, and offer to discuss the relevant facts with the Contractor within five (5) Operating Days after the date of the notice. Following this discussion (if any) or the expiration of the five (5) Operating Day period, whichever occurs first, the Director shall determine whether administrative charges should be assessed. However, the City shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was (a) excused in advance by the Director or (b) due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor. The City, in its sole discretion, may waive one or more administrative charges that would otherwise be payable by Contractor.
- 44.2.2 Prior to assessing administrative charges, the Director shall provide written notice to the Contractor, indicating the City's intent to assess administrative charges and the basis for the City's position.
- 44.2.3 After receiving the Director's letter, Contractor shall have ten (10) Operating Days to file a written letter of protest with the Director.
- 44.2.4 If a protest is timely filed, the matter shall be referred to the City Manager for resolution. The City Manager shall review the issues in a timely manner and then provide a written decision to the Contractor. The City Manager's decision shall be final and non-appealable, except as provided in Section 44.2.6.
- 44.2.5 If a protest or petition is not timely filed by the Contractor, or if the City Manager concludes that administrative charges should be assessed, the Contractor shall deliver its payment of administrative charges to the Director within twenty (20) days of receiving the written decision of the Director or City Manager, as applicable. If the Contractor fails to pay an administrative charge when due, the City may deduct the administrative charge from the City's monthly payments to the Contractor.
- 44.2.6 The procedures in this Section 44 shall be used in lieu of the procedures in Section 49 when resolving disputes concerning administrative charges, unless the administrative charges assessed in one month will exceed Five Thousand Dollars (\$5,000).

44.3 ADMINISTRATIVE CHARGES BEFORE COMMENCEMENT DATE

The Director shall impose administrative charges for Contractor's actions during the Transition Period in the amounts set forth in Sections 44.3.1 through 44.3.5, below:

- 44.3.1 Failure to hire the Contractor's District Manager by October 15, 2013. For each calendar day of delay, One Thousand Dollars (\$1,000) shall be assessed against the Contractor.
- 44.3.2 Failure to provide purchase orders or other documentation to the City by September 15, 2013, confirming that all necessary Collection vehicles, equipment, and

Collection Containers have been ordered and will be delivered to the Contractor's equipment yard no later than December 15, 2013. For each calendar day of delay, Two Thousand Dollars (\$2,000) shall be assessed against the Contractor.

- 44.3.3 Failure to mail or deliver the City-approved brochures and informational materials to all Customers by December 20, 2013. For each calendar day of delay, Three Thousand Dollars (\$3,000) shall be assessed against the Contractor.
- 44.3.4 Failure to have the necessary Collection vehicles delivered to the Contractor's equipment yard and ready for service (e.g., registered, licensed, and tagged) by December 15, 2013. For each calendar day of delay, Four Thousand Dollars (\$4,000) shall be assessed against the Contractor.
- 44.3.5 Failure to deliver one new Garbage Cart and one new Recycling Cart by December 30, 2013 to each Customer that will receive Residential Collection Service. For each customer that does not receive one or both carts by December 30, 2013, Fifty Dollars (\$50) per cart per Customer shall be assessed against the Contractor for each day of delay.

44.4 ADMINISTRATIVE CHARGES DURING TERM OF AGREEMENT

On the Commencement Date and throughout the remainder of the term of the Agreement, the Director shall assess administrative charges as follows:

- 44.4.1 Failure to clean up spilled liquids, Solid Waste, litter, or other material in compliance with the requirements in this Agreement, within the deadlines set forth herein, after receiving oral notification by the Director or a Customer. Each failure shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per event.
- 44.4.2 Failure to collect the Garbage, Rubbish, Yard Trash, Bulk Waste, or Source Separated Recyclable Material that was properly Set Out for Collection by a Customer on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the City or Customer. Each failure shall result in the imposition of a One Hundred Dollar (\$100) assessment. After the initial violation, if the Contractor fails to meet the deadlines contained in this Agreement, each additional Operating Day of Delay shall result in the imposition of an additional assessment of Two Hundred Fifty Dollars (\$250).
- 44.4.3 Failure to complete a route on the Scheduled Collection Day, within the deadlines set forth herein, after receiving oral notification by the City or the Customer. A route shall be considered incomplete if five (5) Dwelling Units or two (2) streets or roadways are not provided Collection Service. Each failure shall result in an assessment of One Thousand Dollars (\$1,000) per route, per Operating Day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete routes.
- 44.4.4 Mixing Source Separated Recyclable Materials with Solid Waste, or mixing any other materials that are required to be collected separately, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.

- 44.4.5 Failure to maintain a Collection vehicle or equipment in a clean and sanitary manner within the deadlines set forth herein, after receiving oral notification from the Director, shall result in the imposition of an assessment of One Hundred Dollars (\$100) per incident per Operating Day.
- 44.4.6 Failure to respond to a Legitimate Complaint, within the time frame specified herein, shall result in a One Hundred Dollar (\$100) assessment per incident per Operating Day.
- 44.4.7 Failure to resolve Legitimate Complaints, other than Missed Collections, within seven (7) Operating Days of notification shall result in the imposition of a Two Hundred Fifty Dollar (\$250) per Operating Day assessment for each occurrence until such complaint is resolved to the satisfaction of the City.
- 44.4.8 Failure to maintain records in the manner required herein shall result in the imposition of an assessment of One Hundred Dollars (\$100) per document per Operating Day.
- 44.4.9 Failure to timely file any report, plan, or other document required herein shall result in the imposition of a One Hundred Dollar (\$100) assessment for each Operating Day that each report, plan, or document is late.
- 44.4.10 Failure to dispose of any Residential Waste collected in the Service Area at a Designated Facility shall result in the imposition of an assessment equal to the current Tipping Fee at the Designated Facility, plus twenty-five percent (25%), times the amount (tonnage) disposed at the non-Designated Facility. If the tonnage is unknown, the assessment shall be Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.11 Failure to deliver Source Separated Recyclable Materials to a Designated Facility for such materials pursuant to Section 19.3, or delivering Source Separated Recyclable Materials to a Solid Waste disposal facility, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per occurrence.
- 44.4.12 Failure to correct chronic Collection problems shall result in the imposition of a Two Hundred Dollar (\$250) assessment. Chronic shall mean three (3) or more Legitimate Complaints at the same Premises for the same issue within a twelve (12) month period. The first assessment shall be imposed for the third Legitimate Complaint. Additional assessments may be imposed for each Legitimate Complaint thereafter. If the Contractor has more than five (5) Customers with chronic problems within one Operating Year, there shall be an additional Five Hundred Dollar (\$500) assessment.
- 44.4.13 Failure to correct chronic equipment problems shall result in the imposition of a Two Hundred Dollar (\$250) assessment. Chronic shall mean three (3) instances of the same or similar problem with the same equipment or vehicle within a twelve (12) month period. The first assessment shall be imposed for the third problem. Additional assessments shall be imposed for each problem thereafter.
- 44.4.14 Failure to properly and legibly label a Collection Container within five (5) Operating Days after receiving notice from the Director shall result in the imposition of a One Hundred Dollar (\$100) assessment for each container not properly labeled.

- 44.4.15 If the Contractor fails to comply with any provision of this Agreement for which administrative charges have not been specified, the City shall impose a One Hundred Dollar (\$100) assessment per occurrence per Operating Day.
- 44.4.16 Failure to have a vehicle operator properly licensed, or failure of the operator to carry his license while on duty, shall result in a One Hundred Dollar (\$100) assessment per occurrence per Day.
- 44.4.17 Failure to maintain office hours in the manner specified in this Agreement shall result in a One Hundred Dollar (\$100) assessment per occurrence per Operating Day.
- 44.4.18 Failure to replace or repair a damaged Collection Container, or failure to replace a stolen Collection Container, or failure to exchange a Collection Container, within the deadlines specified in this Agreement, shall result in a One Hundred Dollar (\$100) assessment per incident per Operating Day.
- 44.4.19 If the Contractor notifies the Director that a complaint has been resolved, when the complaint has not been resolved, there shall be a Two Hundred Dollar (\$200) assessment per incident.
- 44.4.20 Collections outside of the hours specified in this Agreement, without prior approval of the Director, shall result in a One Hundred Dollar (\$100) assessment per incident per calendar day.
- 44.4.21 Failure of Contractor's personnel to treat Customer(s) or their property in a professional manner shall result in a Fifty Dollar (\$50) assessment per incident.
- 44.4.22 Leaving Collection Containers where they block driveways, streets, or roads shall result in the imposition of a One Hundred Dollar (\$100) assessment per incident per Operating Day.
- 44.4.23 Failure to provide timely notices and educational materials, as required pursuant to Section 35, shall result in the imposition of a One Thousand Dollar (\$1,000) assessment per occurrence.
- 44.4.24 Damage to public or private roadways, including but not limited to spills of oil and hydraulic fluids, shall result in the imposition of a Two Hundred Fifty Dollar (\$250) assessment per occurrence.
- 44.4.25 Failure to repair damage to a Customer's property within the deadlines set forth in this Agreement, after receiving notification by the Customer or Director, shall result in the imposition of an assessment of Two Hundred Fifty Dollars (\$250) per incident.
- 44.4.26 Soliciting or accepting an unauthorized fee or monetary compensation from a Customer shall result in the imposition of a Five Hundred Dollar (\$500) assessment per incident.

- 44.4.27 Failure to respond to the Director by 5:00 p.m. on the first Operating Day following a telephone call, voice message, facsimile transmission, or electronic message requesting a response from the District Manager, shall result in the imposition of an assessment of One Hundred Dollars (\$100), which shall be increased by another One Hundred Dollars (\$100) for each additional Operating Day of delay.
- 44.4.28 Failure to comply with the deadlines and requirements in Section 50 concerning the Contractor's obligations prior to the termination of this Agreement, shall result in the imposition of an assessment of Two Thousand Dollars (\$2,000) per Operating Day per failure.
- 44.4.29 Failure to pay the applicable Tipping Fee for Solid Waste the Contractor delivered to a Designated Facility, in each instance where the Contractor was obligated to pay the Tipping Fee pursuant to this Agreement. Each failure shall result in an assessment of One Thousand Dollars (\$1,000).
- 44.4.30 Failure to follow the procedures in the Contractor's Collection Plan for notifying a Designated Facility that the Contractor is obligated to pay the applicable Tipping Fee, in each instance where the Contractor delivered Solid Waste to the Designated Facility but failed to follow the approved procedures in the Collection Plan. Each failure shall result in an assessment of One Thousand Dollars (\$1,000).
- 44.4.31 Failure to adhere to the approved routes in the Collection Plan, without receiving the Director's prior approval for the deviation. Each failure shall result in an assessment of Five Hundred Dollars (\$500) per Operating Day.
- 44.4.32 Failure to display the Contractor's name, telephone number, and identification number on a Collection vehicle or Mechanical Container in the manner specified herein, shall result in an assessment of One Hundred Dollars (\$100) per incident.
- 44.4.33 Failure to cover or enclose Solid Waste and Source Separated Recyclable Materials in the Contractor's Collection vehicles, as required herein, shall result in an assessment of Two Hundred Fifty Dollars (\$250) per occurrence.
- 44.4.34 Failure to return a Collection Container to the location where the Customer placed it for Collection shall result in an assessment of Fifty Dollars (\$50) per incident.
- 44.4.35 Failure to obtain proof of local residency, pursuant to Section 36.4(d), before allowing a Person to unload their Solid Waste at the City's Transfer Station, shall result in an assessment of Fifty Dollars (\$50) per occurrence.
- 44.4.36 Failure to provide accurate information to the City concerning the Contractor's Commercial Collection Services, or the calculation of the Franchise Fee for Commercial Collection Service, shall result in the imposition of an assessment of One Thousand Dollars (\$1,000) per occurrence.

SECTION 45: PAYMENTS WITHHELD FROM CONTRACTOR

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

- (a) Unsatisfactory work not caused by conditions beyond the Contractor's control, which has not been corrected;
- (b) The Contractor's failure to carry out lawful instructions or orders from the Director, when required by this Agreement;
- (c) Failure of the Contractor to make payments to any subcontractor, which results in a claim against the City;
- (d) Unsafe working conditions allowed to persist by the Contractor, after receiving notice from the City or OSHA;
- (e) Failure of the Contractor to provide routes, schedules, data, documents or reports requested by the City in compliance with this Agreement; or
- (f) Failure to pay an administrative charge when due.

If the foregoing problems are corrected, payment shall be made to the Contractor for the amounts withheld, but the City shall not be liable to the Contractor for Interest on any delayed payment. The Director shall not exercise the City's right to withhold payments under this Section unless the Director concludes that such action is reasonable and necessary in light of the Contractor's repeated problems or persistent failure to perform in compliance with the requirements herein.

SECTION 46: NO LIABILITY FOR DELAYS OR NON-PERFORMANCE DUE TO FORCE MAJEURE EVENTS

- 46.1 If the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance is prevented by such event and during such period thereafter as may be reasonably necessary for the City or Contractor to correct the adverse effect of such event of force majeure.
- 46.2 The Contractor shall not be entitled to compensation from a Customer or the City for such period of time as the delay or non-performance shall continue, but the Contractor will be entitled to pro-rata compensation after the Contractor's work has been completed. The City shall not be liable for any loss suffered by Contractor as a result of an event of force majeure.
- 46.3 An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligation) under this Agreement:
 - (a) An Act of God, tornado, hurricane, flood, fire, explosion (except those caused by the negligence of Contractor, its agents, and assigns), landslide, earthquake, epidemic, and extremely abnormal and excessively inclement weather;
 - (b) Acts of a public enemy, acts of war, terrorism, insurrection, riots, civil disturbances, or national or international calamities;

- (c) Suspension, termination or interruption of utilities necessary to the Contractor's operation or duties under this Agreement;
 - (d) An injunction, or a legal or equitable proceeding brought against the City or Contractor, or a Change in Law; and
 - (e) Any act, event, or condition, which is determined by mutual agreement of the City and the Contractor to be of the same general type as the events of force majeure identified in the preceding paragraphs.
- 46.4** Labor disputes, labor shortages, changing economic conditions, and the economic hardship of the Contractor shall not be considered an event of force majeure.
- 46.5** To be entitled to the benefit of this Section 46, a party claiming an event of force majeure shall give prompt written notice to the other party, specifying in detail the event of force majeure, and shall diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this Section 46, time is of the essence.

SECTION 47: BREACH AND TERMINATION OF AGREEMENT

47.1 TERMINATION BY EITHER PARTY FOR CAUSE

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

- 47.1.1 Refusing to comply with any lawful order of the City Manager.
- 47.1.2 Failing to begin work within the time specified in this Agreement.
- 47.1.3 Failing to properly and timely perform work, as determined by the City, in compliance with this Agreement.
- 47.1.4 Performing the work unsuitably or neglecting or refusing to correct such work as may be rejected as unacceptable, unsuitable or otherwise nonconforming or defective.
- 47.1.5 Discontinuing operations without prior authorization from the Director.
- 47.1.6 Failing to resume work that has been suspended within a reasonable time, not to exceed two (2) Operating Days, after being notified to do so.
- 47.1.7 Failing to obey any Applicable Law.
- 47.1.8 Soliciting or accepting any Rates, charges or fees from Customers for the Collection, disposal, or processing of Solid Waste or Recyclable Materials collected within the Service Area, except when such actions are explicitly authorized herein.

- 47.1.9 Failing to deliver Residential Waste, Commercial Waste, or Source Separated Recyclable Materials collected in the Service Area to a Designated Facility.
- 47.1.10 Circumventing the payment of, or failing to pay, any Tipping Fee that the Contractor is obligated to pay to a Designated Facility.
- 47.1.11 Failing to comply with the procedures in the Contractor's Collection Plan
- 47.1.12 Willfully taking actions that result in the City being charged Tipping Fees that the Contractor is obligated to pay.
- 47.1.13 Failing to obtain or continuously maintain insurance policies in the manner required herein.
- 47.1.14 Failing to pay, when due, any sums owed to a subcontractor for services or materials provided pursuant to this Agreement;
- 47.1.15 Failing to provide or continuously maintain the Performance Bond required pursuant to Section 53;
- 47.1.16 A Parent Corporation Guaranty provided pursuant to Section 54 is revoked;
- 47.1.17 A representation or warranty provided by the Contractor in this Agreement is or becomes inaccurate in any material respect;

Before a party may terminate this Agreement pursuant to this Section 47.1, the non-defaulting party shall give written notice to the other party that a default exists which will, unless corrected, constitute an event of default on the part of the defaulting party. The notice shall inform the defaulting party that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the defaulting party's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the time to cure the default shall be extended to include such additional time as is reasonably necessary to effect a cure, provided that the defaulting party exercises continuous diligent efforts to cure the default during the extended cure period. If the defaulting party fails to cure the default within the cure period, the non-defaulting party may terminate this Agreement. The termination shall take effect as of the date specified by the non-defaulting party. Upon termination, the non-defaulting party may cure the default at the expense of the defaulting party, and have recourse to any other right or remedy to which the non-defaulting party may be entitled under this Agreement, at law, or in equity.

Notwithstanding anything else contained herein, each of the events described in Sections 47.1.18, 47.1.19, 47.1.20, and 47.1.21, below shall constitute an event of default for which there shall be no opportunity to cure. For such events, termination shall be effective three (3) calendar days after the non-defaulting party gives notice to the defaulting party or at such other time designated by the non-defaulting party.

47.1.18 Voluntary Bankruptcy

Written admission by a party that it is bankrupt; or filing by a party of a voluntary petition under the Federal Bankruptcy Act; or consent by a party to the court appointment of a receiver or trustee for all or a substantial portion of its property or

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

47.1.19 Involuntary Bankruptcy

Final adjudication of a party as bankrupt under the Federal Bankruptcy Act.

47.1.20 Public Entity Crime

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

47.1.21 Fraud

The Contractor commits an act or omission constituting fraud, gross negligence, or willful misfeasance toward the City.

47.2 INTERIM OPERATIONS

In the event that this Agreement is terminated before the end of any term, the Contractor shall continue its operations for an interim period of up to one hundred eighty (180) calendar days if requested to do so by the City. The Contractor shall be paid for its services during said interim period at the rates in effect prior to issuance of the notice of termination.

47.3 EFFECT OF TERMINATION

If this Agreement is terminated pursuant to the provisions of this Section 47, neither the City nor the Contractor shall have any further duty, right, liability, or obligation under this Agreement, except that: (a) a party will not be relieved from liability for a breach of a warranty, obligation, or representation under this Agreement that occurred before the effective date of the termination; (b) the City shall pay all amounts owed to the Contractor, and the Contractor shall pay all amounts owed to the City, pursuant to this Agreement, through the date of the termination; (c) the Contractor shall deliver to the City all reports concerning the Contractor's activities through the end of the month in which termination occurs; (d) at a minimum, the provisions of Sections 34.1, 34.6 and 51 shall survive the expiration or termination of this Agreement; and (e) any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement shall remain enforceable against such party subsequent to such termination.

47.4 SETTLEMENT AND RELEASE

If this Agreement is terminated, the City shall pay to the Contractor any and all sums due, owing, and unpaid to the Contractor by the City for work performed through the date of termination, less any and all sums owed by the Contractor to the City, and less any and all deductions or other offsets the City may have. In exchange for these payments, the Contractor shall execute and deliver to the City a general release of the City, its elected officials, employees, representatives, and agents. This payment to the Contractor shall constitute Contractor's full and final compensation under this Agreement and the Contractor shall have no right to receive any further payments. This provision does not limit the right of the City to receive indemnification in the future.

SECTION 48: OPERATIONS DURING DISPUTE

If a dispute arises between the City, the Contractor, or any other Person concerning the Contractor's performance, rights, or compensation under this Agreement, the Contractor shall continue to perform its duties in strict compliance with the requirements of this Agreement, regardless of the pending dispute.

SECTION 49: DISPUTE RESOLUTION PROCESS

- 49.1 The City and Contractor agree to cooperate and act in good faith at all times when dealing with each other. If a dispute arises between the parties, the parties shall attempt to resolve their differences quickly and informally. If they are unable to do so, they shall seek relief by following the procedures set forth below.
- 49.2 All claims, disputes and controversies arising out of or related to the performance, interpretation, application or enforcement of this Agreement, including but not limited to claims for payment and claims for breach of this Agreement, shall be referred to non-binding mediation before initiation of any adjudicative action or proceeding at law or in equity, unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise. All applicable statutes of limitations and defenses based on the passage of time shall be tolled while the mediation process is pending. The parties will take all reasonable measures necessary to effectuate such tolling.
- 49.3 Either party may initiate the mediation process by delivering written notice to the other party that sets forth with particularity the nature of the party's claim or demand, the authority for making the claim or demand, a proposed remedy or the nature and extent of any monetary claim, and a request for mediation. The Contractor and City shall then participate fully in the mediation process and conscientiously attempt to resolve their dispute. The mediation shall be conducted in Coral Springs, Florida, in accordance with the Florida Supreme Court's mediation rules, within sixty (60) days after the appointment of a certified civil mediator who is mutually acceptable to the parties. After consultation with the parties and their counsel, the mediator shall fix a reasonable time and place in Coral Springs for the mediation conference within the time limits prescribed by this Section. The mediation conference shall be scheduled for no less than one full working day, and each party and its primary counsel shall attend the mediation conference. If either a party or its primary legal counsel fails to attend the mediation conference, that party shall be liable for the other party's reasonable cost of attending the mediation conference, including the mediator's fee and the other party's attorney fees and costs. Except as provided in the preceding sentence, the parties shall share equally the costs of mediation, including the fees of the mediator and any rental or other cost of obtaining a place for the mediation, but excluding their own expenses and attorney fees. If the parties reach a mutually acceptable settlement of the dispute during the mediation, they shall record the settlement in a written settlement agreement that will be binding on both of them. Neither party shall terminate the mediation unless each of them has participated (or been afforded an opportunity to participate) in the mediation and is unable to agree on a settlement. Mediation discussions between parties and opinions of the mediator are confidential and are not permitted to be relied on, referred to, or introduced as evidence in any subsequent litigation or other legal proceeding. If a dispute is not resolved pursuant to mediation within sixty (60) days after the initiation of the mediation conference, either party to the dispute may elect to resolve the dispute by initiating litigation, after providing ten (10) days' advance written notice to the other party.

- 49.4 Notwithstanding the foregoing, if either party terminates this Agreement for cause, the terminating party shall have the right, in its sole discretion, to proceed directly with litigation of any claims or disputes relating to the termination for cause and may include other claims and disputes unrelated to the termination, and shall not be required to submit such claims or disputes to the mediation.
- 49.5 The parties agree that any claim filed in state or federal court concerning this Agreement shall be heard by a judge, sitting without a jury.
- 49.6 THE CITY AND THE CONTRACTOR HEREBY KNOWINGLY, VOLUNTARILY, AND PERMANENTLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL CONCERNING THE PERFORMANCE, INTERPRETATION, APPLICATION OR ENFORCEMENT OF THIS AGREEMENT.
- 49.7 When a dispute between the City and the Contractor is pending or threatened, the Contractor shall attempt to resolve the dispute with the Director. If this attempt is unsuccessful, either party may initiate a non-binding mediation process, in accordance with the provisions of Section 49.2, above. In addition, at any time during the dispute resolution process, the Contractor may request the City Manager to consider the disputed issue. The Contractor's written request shall be delivered to the Director and it shall describe the Contractor's proposed solution for resolving the dispute. The Director and the City Manager may request, and the Contractor shall timely provide, any additional information that is reasonably necessary to evaluate the disputed issue and the Contractor's proposal. The City Manager shall fully and fairly consider the Contractor's proposal in a timely manner. Upon request, the City Manager shall meet with the Contractor and discuss its proposal. If the City Manager rejects the Contractor's proposal in whole or in part, the Contractor may pursue another dispute resolution mechanism, subject to the provisions in this Section 49.

SECTION 50: CONTRACTOR'S OBLIGATIONS PRIOR TO TERMINATION OF THIS AGREEMENT

50.1 CONTINUATION OF CONTRACTOR'S SERVICE

If the City does not exercise its right to renew this Agreement or if there are no renewal options remaining, the City will attempt to award a new agreement to a Person at least six (6) months prior to the expiration of this Agreement. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection Services to the City for an additional ninety (90) calendar days after the expiration of this Agreement, at the then current Rates, if the City requests this service.

50.2 SALE OR LEASE OF CONTRACTOR'S MECHANICAL CONTAINERS

Upon request, Contractor shall enter into good faith negotiations to allow the City or the City's newly selected franchise hauler to purchase, or rent for up to ninety (90) days, the Mechanical Containers (if any) used and owned by the Contractor in the Service Area. The purchase price and rental fee shall be negotiated, but shall not be greater than the fair market value.

50.3 SCHEDULE FOR TERMINATION OF CONTRACTOR'S SERVICE

Prior to the termination of this Agreement, Contractor shall work with the City to ensure that there is no interruption or reduction of service when the Contractor ends its services to the City. If a new franchise agreement is awarded to a Person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the City, to minimize any disruptions in the service provided to the public. At a minimum, the Contractor shall comply with the following performance requirements and deadlines:

180 calendar days prior to expiration of Agreement	If requested, the Contractor shall provide to the Director and the selected franchise hauler a Mechanical Container inventory, in a format acceptable to the City that includes each container's location (street address), capacity, identification number, and Collection frequency. Thereafter, the Contractor shall not replace or exchange any Contractor-owned Mechanical Container listed in the inventory, without the Director's approval.
150 calendar days prior to expiration of Agreement	The Contractor shall attend a coordination meeting with the selected franchise hauler and the City. At or before the coordination meeting, the Contractor shall provide the City with a list of Contractor-owned containers that may be purchased by the City or the selected franchise hauler.
120 calendar days prior to expiration of Agreement	The Contractor shall work with the selected franchise hauler to develop a mutually agreeable schedule for the removal of Contractor-owned Collection Containers and placement of the selected franchise hauler's containers.
30 calendar days prior to expiration of Agreement	The Contractor shall begin to implement the schedule in cooperation with the selected franchise hauler. The Contractor shall take all steps necessary to ensure there is no interruption in the Collection Service provided to Customers.

50.4 CITY'S RIGHT TO PROCURE NEW SERVICES

At any time, the City may issue a request for proposals, or commence negotiations with a Person other than the Contractor, or take any other step deemed necessary by the City to obtain the services of a Person who will collect Solid Waste for the City after this Agreement expires or is terminated.

SECTION 51: DAMAGES AND INDEMNIFICATION

51.1 LIABILITY

The Contractor shall be liable for all injuries and conditions that are caused by or result from the Contractor's actions, including but not limited to the Contractor's failure to perform in accordance with the terms of this Agreement. To the extent that the City and Contractor are joint tortfeasors, losses shall be apportioned in the manner described in Section 51.3, below.

51.2 CONTRACTOR'S INDEMNIFICATION OF CITY

The Contractor releases and shall indemnify, hold harmless, and, if requested by the City, defend, each of the City Indemnified Parties from and against every Indemnified Loss that is caused by or results from, directly or indirectly, in whole or in part, any act, omission, or negligence of the Contractor, any tier of subcontractor to the Contractor or any subcontractor to a subcontractor of the Contractor, or anyone directly or indirectly employed by any of those Persons for whose acts

or omissions any of them may be liable, except to the extent resulting from the conduct of the City, including any damage to vehicles and injury to Persons. The obligation of the Contractor under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party.

For the purposes of this Section, "City Indemnified Parties" means the City, the Commission and each of its members, and every agent, officer, official, servant, and employee of the City. For purposes of this Section, an "Indemnified Loss" means all actual costs, losses, damages, expenses, and liabilities that a City Indemnified Party incurs or suffers pursuant to or in connection with (a) any act, omission or negligence on the part of the Contractor or any of its agents or employees in the execution or performance of its obligations under or incidental to this Agreement, (b) any bodily injury, sickness, disease, or death, (c) any violation of Applicable Law (including workers' compensation laws, environmental laws, and health and safety laws) or any common law duty, (d) any actual or alleged infringement of any intellectual rights or property of any Person, (e) any pollution of or damage or destruction to property, natural resources, or the environment, (f) the designation by the Contractor of any document or material as exempt from public disclosure, (g) the City's decision to award this Agreement to the Contractor, and (h) defending, settling, prosecuting, investigating, or participating in (as a witness or otherwise) any proceeding that arises out of or pertains to any of the foregoing; in each case, without regard to or limitation by the amount or type of benefits, damages, or compensation payable by or for the Contractor, any subcontractor, or any subcontractor of a subcontractor under any Applicable Law (including employee benefits, disability benefits, and workers' compensation laws).

It is the intent of this Section that the Contractor's indemnification obligations include all joint and several liability of the Contractor, any subcontractor to the Contractor, or any subcontractor to a subcontractor of the Contractor, and anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

The City may employ any attorney of its choice or may use its in-house counsel to enforce or defend the City's right to indemnity provided by this Agreement. If a City Indemnified Party requests that the Contractor defend it with respect to any Indemnified Loss, the City Indemnified Party may participate in the defense at its sole cost and expense. The Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by the City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification under this Agreement, whether or not the City Indemnified Party is a party or potential party to it.

51.3 CONTRIBUTION

In the event of joint negligence on the part of the City and the Contractor, any loss and costs shall be apportioned in accordance with the provisions of Section 768.31, Florida Statutes, the Uniform Contribution Among Tortfeasors Act, as it exists on the Effective Date, subject to the recovery limits set forth in Section 768.28, Florida Statutes, in effect on the Effective Date.

51.4 DAMAGES

The measure of damages to be paid by the Contractor to the City or by the City to the Contractor, due to any failure by the Contractor or the City to meet any of its obligations under this

Agreement, shall be the actual damages incurred by the City or the Contractor. Neither party shall have any liability under this Agreement for consequential, special, indirect, or punitive damages. The foregoing shall apply without regard to either party's rights to the Performance Bond, insurance proceeds, or other factors.

If the Contractor fails to comply with any Applicable Law, the Contractor shall promptly pay to the City the following:

- (a) All lawful fines, penalties, and forfeitures charged to the City by any judicial order or by any governmental agency responsible for the enforcement of the Applicable Law; and
- (b) The actual costs incurred by the City as a result of the Contractor's failure to comply with the Applicable Law, including any costs incurred in investigating and remedying the conditions which led to or resulted from the Contractor's failure to comply with the Applicable Law.

51.5 NO PERSONAL LIABILITY

Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City or the Contractor.

51.6 COLLECTION OF OVERDUE PAYMENTS AND INTEREST

If the Contractor fails to pay any Franchise Fee or other amount that is owed to the City under this Agreement, the Contractor shall pay Interest on the outstanding debt and the Contractor shall pay any expenses the City incurs in its efforts to recover the unpaid debt. Interest shall begin to accrue on the first calendar day after the payment is due and it shall compound daily. The Contractor's liability for expenses shall include but not be limited to any court costs, filing fees, witness fees, and attorneys' fees that the City incurs in any civil or administrative proceeding, appeal, or settlement.

SECTION 52: CONTRACTOR'S INSURANCE

The Contractor shall provide and maintain, on a primary basis and at its sole expense, at all times after the Effective Date until this Agreement expires or is terminated, policies of insurance that insure the Contractor against any and all claims, demands, or causes of action for injuries received or damages to people or property relating to the Contractor's acts and omissions under this Agreement. At a minimum, the Contractor shall maintain at all times the following insurance coverage, with the limits and endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement.

52.1 COMMERCIAL GENERAL LIABILITY

Contractor shall maintain Commercial General Liability with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products – Completed Operations	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Fire Damage	\$ 50,000

Medical Expense
Contractual Liability

\$ 5,000
Included

The General Liability insurance form shall be no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent, without restrictive endorsements. Coverage shall not contain any endorsement(s) excluding nor limiting Products/Completed Operations, Contractual Liability or Cross Liability. The coverage shall include: (1) Bodily Injury and Property Damage; (2) Premises and Operations; (3) Independent Contractors; (4) Products and Completed Operations; (5) Broad Form or equivalent Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless provisions in the Agreement; (6) Broad Form or equivalent Property Damage Coverage; and (7) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

52.2 BUSINESS AUTOMOBILE LIABILITY

Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Combined Single Limit / Each Accident. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

52.3 POLLUTION LIABILITY

Contractor shall maintain Pollution Liability at a minimum limit not less than \$1,000,000 Each Occurrence / \$2,000,000 Aggregate including all sudden and non-sudden events.

52.4 EXCESS LIABILITY

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

52.5 WORKER'S COMPENSATION INSURANCE & EMPLOYERS LIABILITY

Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. Contractor shall maintain Employers' Liability Limits not less than \$1,000,000 Each Accident, \$1,000,000 Disease Each Employee, and \$1,000,000 Disease Policy Limit.

52.6 ADDITIONAL INSURED ENDORSEMENTS

Contractor shall endorse its insurance with the City as an Additional Insured as follows: (1) for the Commercial General Liability, the Contractor shall endorse the City with either a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement; (2) for the Business Automobile Liability, the Contractor shall endorse the City with a CA 2048 – Designated Insured, or similar endorsement; (3) for the Pollution Liability, the Contractor shall endorse the City with the standard Additional Insured endorsement filed by the insurer for use in the State of Florida; and (4) for the Excess Liability, the Contractor shall

endorse the City as an "Additional Insured" on the Umbrella or Excess Liability, unless the policy provides coverage to the underlying policies on a "True Following-Form" basis. The Additional Insured shall read "City, a political subdivision of the State of Florida, and the Commission of City Commissioners," for all endorsements. These endorsements shall specifically state that the coverage afforded by the endorsement shall be provided on a primary and non-contributory endorsement. This primary and non-contributory language can be included in the additional insured endorsement, can be provided in a separate stand-alone endorsement, or this language can be included in the actual liability coverage form for the line of insurance coverage that is being evidenced to the City. A copy of any endorsement issued to extend coverage to the City must be provided when evidencing insurance to the City.

52.7 WAIVER OF SUBROGATION

Contractor agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis. A copy of any endorsement issued to extend coverage to the City must be provided when evidencing insurance to the City.

52.8 CERTIFICATE(S) OF INSURANCE

At least ten (10) Days prior to the Commencement Date, Contractor shall provide City a Certificate of Insurance evidencing that all coverages, limits, deductibles, self-insured retentions and endorsements required herein are maintained and in full force and effect. Said Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the City of any cancellation, material change in coverage, or non-renewal of coverage. The Contractor shall ensure that such notice is provided to the City. The Certificate of Insurance shall identify the City's RFP No. 13-001 in the Description of Operations section of the Certificate. The Certificate Holder shall be identified as:

City of Coral Springs
City Manager
9551 West Sample Road
Coral Springs, FL 33065

The Certificates of Insurance shall evidence a waiver of subrogation in favor of the City, that coverage shall be primary and noncontributory, and that each policy includes a Cross Liability or Severability of Interests provision, with no requirement for premium payments by the City. The Certificate of Insurance shall be provided to the City Attorney's Office, at the address provided above. Copies shall be provided as follows:

Copy to: City of Coral Springs
Public Works Department
9551 West Sample Road
Coral Springs, FL 33065

Copy to: City of Coral Springs
Risk Management Division
9551 West Sample Road
Coral Springs, FL 33065

52.9 DEDUCTIBLES, SELF-INSURED RETENTIONS, AND SUPPLEMENTAL COVERAGE

Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. When a self-insured retention or deductible exceeds Two Hundred Fifty Thousand Dollars (\$250,000) for any of the foregoing required policies, the City reserves the right, but not the obligation, to review and request a copy of the Contractor's most recent annual report or audited financial statements to determine the reasonability of the retention levels, based on the financial capacity of Contractor. All self-insured retentions shall appear on the Certificate of Insurance and shall be subject to the City's approval. At the City's option, the Contractor may be required to reduce or eliminate the self-insured retentions, or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Contractor and any subcontractor providing the insurance.

For policies written on a "Claims-Made" basis, Contractor shall maintain a Retroactive Date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggers the right to purchase a Supplemental Extended Reporting Period (SERP) coverage during the term of this Agreement, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage.

52.10 RIGHT TO REVISE OR REJECT

The City reserves the right, but not the obligation, to reject any insurance policies that fail to meet the criteria stated herein. Additionally, the City reserves the right, but not the obligation, to review or reject any insurer providing coverage due to its poor financial condition or failure to operate in compliance with Applicable Laws. Neither the City's approval of any insurance provided by the Contractor or a subcontractor, nor the City's failure to disapprove such insurance, shall relieve the Contractor or a subcontractor of any part or all of its responsibility for any liability, damages, or accidents, as set forth herein.

52.11 MINIMUM REQUIREMENTS FOR INSURANCE COMPANIES

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

52.12 OTHER INSURANCE REQUIREMENTS

At its option, the City may allow the Contractor to be self-insured for one or more lines of coverage. In such circumstances, the Contractor shall be required to demonstrate to the satisfaction of the City that the Contractor has adequate financial resources to defend and cover all claims in the amounts and categories required by the City.

The Contractor shall immediately advise the City of actual or potential litigation that will reduce the coverage provided to the City.

An insurer shall have no right of recovery against the City. The required insurance policies shall protect the Contractor and the City, and they shall be the primary coverage for any losses covered by the policies. The Contractor shall confirm that any company issuing insurance pursuant to this Agreement agrees it has no recourse against the City for payment of premiums or assessments in any form for such insurance.

The Contractor shall be responsible for all of its subcontractors (if any) and their insurance. Each subcontractor shall provide certificates of insurance to the Contractor that demonstrate coverage and terms in compliance with the requirements applicable to the Contractor.

Neither approval by the City of any insurance supplied by the Contractor or a subcontractor, nor a failure to disapprove such insurance, shall relieve the Contractor or any subcontractor of their responsibility for liability, damages, and accidents as set forth herein.

SECTION 53: PERFORMANCE BOND

The Contractor shall furnish to the City an irrevocable Performance Bond for the faithful performance of this Agreement and all of the Contractor's obligations hereunder. The Performance Bond shall be in the amount of Two Million Dollars (\$2,000,000). The form and content of the Performance Bond shall be substantially the same as the draft bond in Exhibit 8, and shall be subject to the approval of the City. The Performance Bond shall be issued by a surety company that is acceptable to the City. At a minimum, the surety company shall be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds. The Surety shall have been in business and have a record of successful and continuous operation for at least five years. The Performance Bond shall: (a) contain any provisions required by Applicable Law; (b) guarantee the performance of the Agreement; (c) serve as security for the payment of all Persons performing labor and furnishing materials in connection with this Agreement; and (d) not be canceled or altered without at least thirty (30) calendar days prior notice to the City. The Contractor shall furnish the Performance Bond to the City at least twenty (20) calendar days before the Commencement Date.

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

In the event of a strike of the employees of Contractor or any other labor dispute which makes performance of this Agreement by the Contractor substantially impossible, the City shall have the right to

call the Performance Bond three (3) days after giving notice and may engage another Person to provide necessary services.

SECTION 54: PARENT CORPORATION GUARANTY

The Contractor shall provide a corporate guaranty from the Contractor's parent company ("Guarantor"), whereby the Guarantor shall guarantee the performance of the Contractor's obligations under this Agreement. The form and content of the corporate guaranty shall be substantially the same as the draft guaranty in Exhibit 4 and shall be subject to the City's approval.

SECTION 55: ASSIGNMENT OF AGREEMENT

- 55.1** No assignment of this Agreement or any right or responsibility occurring under this Agreement, shall be made in whole or in part by the Contractor without the express written consent of the City Manager. The City Manager shall have the right to approve or deny, with or without cause, any proposed or actual assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the City Manager shall be null and void and shall be grounds for the City to declare a default of this Agreement. In such cases, the City may terminate this Agreement by giving written notice to the Contractor, and this Agreement shall be deemed terminated upon the date designated in the notice. Upon such termination all liability of the City under this Agreement to the Contractor shall cease, except for the amounts due and owing for Collection Services completed at that time. Thereafter, the City shall have the right to call the Performance Bond and shall be free to negotiate with any Person for the service which is the subject of this Agreement.
- 55.2** In the event that the City Manager's consent to any proposed assignment is denied, Contractor shall continue to provide all of the services required herein for the remainder of the term.
- 55.3** If any assignment is approved by the City Manager, the assignee shall fully assume all of the liabilities of the Contractor.
- 55.4** The requirements of this Section 55 shall include, but not be limited to cases where the Contractor hires a subcontractor to undertake any of the Contractor's obligations under this Agreement.

SECTION 56: TRANSFER OF AGREEMENT

The transfer of this Agreement, by transfer of ownership, transfer of corporate shares, change in control, or any other means to effect a change in the ownership structure of the Contractor, shall be effective only after approval by the Commission. Any transaction that results in the Contractor or its assets being purchased by or merged with another Person shall constitute a transfer of this Agreement, which is subject to the City's approval. An application to transfer this Agreement shall be submitted jointly by the proposed transferor and transferee, and shall contain the same type of information about the transferee that was provided by the Contractor before the City granted this franchise. At a minimum, the proposed transferee shall (a) verify in writing that it will comply with all of the requirements in this Agreement and (b) demonstrate that it has the financial resources, expertise, personnel, equipment and other capabilities necessary to do so. The application shall be accompanied by a non-refundable application fee in the amount of Twenty Thousand Dollars (\$20,000.00). The Commission may grant or deny the application for transfer, or may grant the application with conditions, subject to the provisions in Section 32.4.

SECTION 57: SUBSEQUENT CITY ORDINANCES

Nothing contained in any City ordinance hereafter adopted shall be construed to affect, change, modify or otherwise alter the duties, responsibilities, and operations of the Contractor under this Agreement, unless it is agreed to in writing by both the Contractor and the City and this Agreement is amended accordingly.

SECTION 58: AMENDMENTS TO THE AGREEMENT

58.1 GENERAL REQUIREMENTS

This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed or amended in any respect unless the Agreement is amended in writing and the amendment is signed by the Contractor and the Commission or its designee.

58.2 CITY POWER TO AMEND AGREEMENT

The City shall have the power to make changes in this Agreement relative to the scope and method of providing Collection Service, when the City deems it necessary and desirable for the public welfare. The Director shall give the Contractor notice of any proposed change and an opportunity to be heard concerning any relevant matters. The City and Contractor agree to enter into good faith negotiations to modify this Agreement and the Rates, as necessary. The scope and method of providing Collection Service, as referenced herein, shall be liberally construed to include, but not be limited to the manner, procedures, operations, and obligations of the Contractor.

58.3 AMENDMENTS DUE TO CHANGES IN LAW

The City and the Contractor understand and agree that changes in the Applicable Laws may require amendments to some of the conditions or obligations of this Agreement. In the event any future change in any Applicable Law materially alters the obligations of the Contractor or the City, then the provisions and Rates in this Agreement may need to be modified. The City and Contractor agree to enter into good faith negotiations regarding amendments to this Agreement, which may be required in order to implement changes for the public welfare or due to a Change in Law.

SECTION 59: WAIVER OF RIGHTS

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same. Nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

SECTION 60: WAIVER OF FLOW CONTROL CLAIMS

The Contractor has voluntarily entered into this Agreement for the purpose of enjoying the economic and other benefits conferred upon the Contractor by this Agreement. To ensure that the City also enjoys the benefits of this Agreement, the Contractor hereby knowingly, voluntarily, and permanently waives its right to challenge, contest, or invalidate the provisions in this Agreement that require the Contractor to use a Designated Facility for the disposal or processing of Solid Waste collected by the Contractor in the Service Area. This waiver includes but is not limited to any claim that this Agreement implements an inappropriate form of Solid Waste "flow control", regardless of whether the claim is based on local, state, or federal law, or the Florida or U.S. Constitution, or any other grounds, and regardless of whether the claim seeks damages, injunctive relief, or other remedies at law or in equity.

SECTION 61: GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state courts in and for Broward County, Florida. Venue shall lie exclusively in Broward County.

SECTION 62: COMPLIANCE WITH LAWS AND REGULATIONS

Contractor shall at all times comply with all Applicable Laws now in effect or hereafter enacted, which are applicable in any way to Contractor, its officers, employees, agents, or subcontractors, except as provided in Section 57.

SECTION 63: PERMITS AND LICENSES

Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for Contractor to perform the work and services described herein.

SECTION 64: EQUAL OPPORTUNITY EMPLOYMENT

Contractor agrees that it shall not discriminate against any employee or applicant for employment for work under this Agreement because of handicap, race, color, religion, sex, age, or national origin and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment by Contractor without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor agrees to furnish the City with a copy of its non-discrimination and equal employment opportunity policy, upon request.

SECTION 65: AGREEMENT DOCUMENTS

This Agreement and the following documents comprise the entire Agreement between the City and Contractor. The following documents are attached to this Agreement and they are incorporated in this Agreement by this reference:

Exhibit 1 through Exhibit 12

After the Effective Date, the Agreement shall be supplemented with the following:

Performance Bond and Insurance Certificates

Any amendments to this Agreement that are approved by the Commission and Contractor

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

SECTION 66: ALL PRIOR AGREEMENTS SUPERSEDED

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

This Agreement shall supersede the City's RFP (No. 13-001) and the Contractor's response to the RFP. In the event of any conflict, the provisions of this Agreement shall govern and shall supersede anything contained in the City's RFP or the Contractor's response.

This Agreement shall supersede all prior agreements between the parties regarding the matters addressed herein. Among other things, this Agreement shall supersede the Second Amendment to the exclusive franchise agreement between the City and Waste Management, Inc. of Florida dated October 28, 2008. The parties agree that the existing franchise agreement (if any) shall be deemed to be terminated on the Commencement Date and it shall have no force or effect thereafter. On and after the Commencement Date, this Agreement shall govern the parties' conduct.

SECTION 67: HEADINGS

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

SECTION 68: CONSTRUCTION OF AGREEMENT

Both parties acknowledge that they are represented by legal counsel and they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party that physically prepared this Agreement. The rule sometimes referred to as "Fortius Contra Proferentum" shall not be applied to the interpretation of this Agreement.

SECTION 69: SURVIVABILITY

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

SECTION 70: SEVERABILITY

The definitions and provisions contained in this Agreement shall not be construed to require the City or the Contractor to take any action that is contrary to any local, state or federal law. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect. This Agreement shall be construed as if such invalid, illegal, void or unenforceable provision had never been contained herein.

SECTION 71: FAIR DEALING

The Contractor declares and warrants that the Contractor enters into this Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no Commission member, City officer, or City employee, directly or indirectly owns more than five percent (5%) of the total assets or capital stock of the Contractor, nor will any such Person directly or indirectly benefit by more than five percent (5%) from the profits or emoluments of this Agreement, nor has the Contractor provided any gift to any such Person or their family. The Contractor warrants that it has not employed or retained any company or Person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and the Contractor has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the Contractor declares and warrants that the Contractor is not subject to the restrictions in Sections 287.133 and 287.134, Florida Statutes, for a public entity crime.

SECTION 72: SOVEREIGN IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statutes.

SECTION 73: REMEDIES NOT EXCLUSIVE

The remedies specified in this Agreement shall supplement, and not be in lieu of, any other remedies provided at law or in equity. The payment of any administrative charges by the Contractor shall not constitute a defense for the Contractor, nor an election of remedies by the City, nor serve as the basis for a claim of estoppel against the City, nor prevent the City from terminating this Agreement. The City's decision to refrain from assessing administrative charges, or suspending or terminating this Agreement, or seeking any other relief from any failure in the Contractor's performance, shall not constitute a waiver of the City's right to pursue any other remedy or a waiver of its right to pursue a remedy for any future failure by the Contractor. No remedy conferred by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 74: NOTICES TO PARTIES

All notices, requests, authorizations, approvals, protests, and petitions provided for herein shall be in writing. Such documents shall be addressed as shown below and either (a) hand delivered, (b) mailed by registered or certified mail (postage prepaid), return receipt requested, or (c) sent by telecopy. The documents shall be deemed to have been duly delivered when personally delivered, or when transmitted by telecopier and receipt is confirmed by telephone, or when delivered by U.S. Mail or courier service, as shown by the return receipt. For the present, the Contractor and the City designate the following as the appropriate people and places for delivering notices and other documents:

As to City:

City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5906
Facsimile: 954/344-1043

Copy to:

City Attorney
City of Coral Springs
9551 West Sample Road
Coral Springs, FL
Telephone: 954/344-5977
Facsimile: 954/344-5930

As to Contractor:

Russell Mackie
Regional Vice-President
Waste Pro of Florida, Inc.
17302 Pines Blvd.
Pembroke Pines, FL 33029
Telephone: 954/967-4200
Facsimile: 954/241-4489

Copy to:

Jeanie Dubinski
General Counsel
Waste Pro of Florida, Inc.
2101 West SR 434, Suite 315
Longwood, FL 32779
Telephone: 407/869-8800
Facsimile: 407/869-8884

Both parties reserve the right to designate a different representative or representatives in the future, or to change the address(es) for notice, by providing written notice to the other party of such change.

SECTION 75: INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SOLID WASTE DISPOSAL SUPPORT SERVICES

The City's Interlocal Agreement ("ILA") dated January 16, 2013, with Broward County for "Solid Waste Disposal Support Services" is attached hereto as Exhibit 7. The ILA is based on the County's agreements ("Solid Waste Agreements") for Solid Waste disposal services with Wheelabrator Environmental Systems Inc. ("Wheelabrator") and Sun-Bergeron Solid Waste Services JV ("Sun-Bergeron"), respectively. The County's Solid Waste Agreements with Wheelabrator and Sun-Bergeron are attached hereto as Exhibits 8 and 9, respectively. The City and the Contractor wish to comply with the requirements in the ILA and, accordingly, they agree as follows:

- (a) To the extent that the ILA imposes obligations on the City and the Contractor, respectively, those obligations are hereby accepted by the City and the Contractor, respectively, and those obligations are adopted by reference in this Agreement.
- (b) Pursuant to Section 4.1(a) of the ILA, this Agreement must include "the definition of Residential Waste set forth in the Solid Waste Agreement." However, the definition of "Residential Waste" in the Solid Waste Agreement with Wheelabrator (Exhibit 8) is different than the definition of "Residential Waste" in the Solid Waste Agreement with Sun-Bergeron (Exhibit 9).
- (c) Pursuant to Section 4.1(d) of the ILA, the Contractor shall deliver all of the "Residential Waste," as defined in the Solid Waste Agreements, that the Contractor collects pursuant to this Agreement to the Wheelabrator and Sun-Bergeron facilities. The deliveries of "Residential Waste" shall be made in manner described in Section 19 of this Agreement.
- (d) "Unacceptable Waste" is defined in the two (2) Solid Waste Agreements, but the two (2) definitions are different.
- (e) Pursuant to Section 4.1(b) of the ILA, the Contractor shall "be responsible" for "Unacceptable Waste," as defined in the applicable Solid Waste Agreement, that the Contractor delivers to the Wheelabrator or Sun-Bergeron facilities.
- (f) Pursuant to Section 4.1(c) of the ILA, the Contractor shall indemnify Wheelabrator and Sun-Bergeron, and shall add Wheelabrator and Sun-Bergeron as additional insureds, "for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct" of the Contractor.
- (g) Pursuant to Section 4.1(e) of the ILA and the applicable provisions of the Solid Waste Agreements, the Contractor's deliveries to the Wheelabrator and Sun-Bergeron facilities shall be limited to the times between 6:00 a.m. and 6:00 p.m., Monday through Friday, and 6:00 a.m. to 4:00 p.m. on Saturday, every day of the year, except Christmas and Sundays.
- (h) "Commercial Waste" is defined in the two (2) Solid Waste Agreements, but the two (2) definitions are different.
- (i) Pursuant to Section 4.2 of the ILA, the City and the Contractor "shall execute a license agreement that sets forth the payment procedures in the Solid Waste Agreement for

Commercial Waste Disposal Services, and which requires the [Contractor] to deliver all” of the “Commercial Waste” it collects pursuant to this Agreement to the Wheelabrator and Sun-Bergeron facilities. The deliveries of “Commercial Waste” shall be made in the manner described in Section 19 of this Agreement.

- (j) Pursuant to Section 4.5 of the ILA, the Contractor shall “provide a performance bond (in a form and from an issuer reasonably acceptable to [Wheelabrator or Sun-Bergeron, as the case may be] in favor of [Wheelabrator or Sun-Bergeron] in an amount that covers a ninety (90) day Disposal Services Fee payment period for [“Commercial Waste”] disposal services for [the City], calculated pursuant to [the] terms of the Solid Waste Agreement and based on the 60 day average tonnage of [“Commercial Waste”] delivered by the [Contractor] to [Wheelabrator or Sun-Bergeron] during the twelve (12) month period immediately preceding the execution of the license agreement between the [City] and the [Contractor] entered into after” June 26, 2012. “The sufficiency of the value of the performance bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in” the Contractor’s “Commercial Waste” delivery obligations.
- (k) For the purpose of complying with the ILA, the definitions of “Commercial Waste,” “Residential Waste,” and “Unacceptable Waste” contained in the Solid Waste Agreement with Wheelabrator shall govern when the Contractor delivers Solid Waste to the Wheelabrator facilities identified in Section 19, above, or otherwise performs under the Solid Waste Agreement with Wheelabrator. Similarly, the definitions of “Commercial Waste,” “Residential Waste,” and “Unacceptable Waste” in the Solid Waste Agreement with Sun-Bergeron shall govern when the Contractor delivers Solid Waste to the Sun-Bergeron facilities identified in Section 19, above, or otherwise performs under the Solid Waste Agreement with Sun-Bergeron. At all other times and for all other purposes, the definitions of Commercial Waste and Residential Waste contained in Section 1, above, shall govern when construing this Agreement.
- (l) The requirements contained in this Section 75 shall terminate when the City’s ILA with the County (Exhibit 7) expires or terminates, or when this Agreement expires or terminates, whichever occurs first.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

Attest:

Josephine Chavez
City Clerk

CITY OF CORAL SPRINGS, by and through its
City Commission

By: [Signature]
Mayor

5 day of June, 2013

Approved as to form and legal sufficiency

By: [Signature]
John J. Hearn, City Attorney

 day of , 2013

WITNESSES:

[Signature]
Signature

Tim Bowers
Printed Name

29 day of May, 2013

[Signature]
Signature

DAMON STINSON
Printed Name

29 day of MAY, 2013

ATTEST:

[Signature]
SECRETARY

(CITY SEAL)

WASTE PRO OF FLORIDA, INC.

By: [Signature]
Signature

Russell Mackie / Regional U.P.
Printed Name and Title

29 day of MAY, 2013

STATE OF FLORIDA)
) SS:
CITY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Russell Mackie as Regional Vice President of Waste Pro of Florida, Inc., an organization authorized to do business in the State of Florida, and he/she executed the foregoing Agreement as the proper official of Waste Pro of Florida for the uses and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and City aforesaid on this 29th day of MAY, 2013.



NOTARY PUBLIC

My Commission Expires:

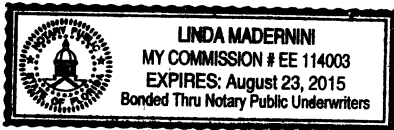
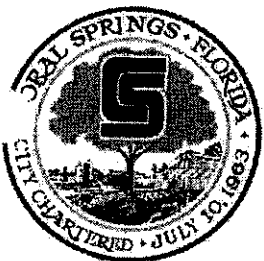
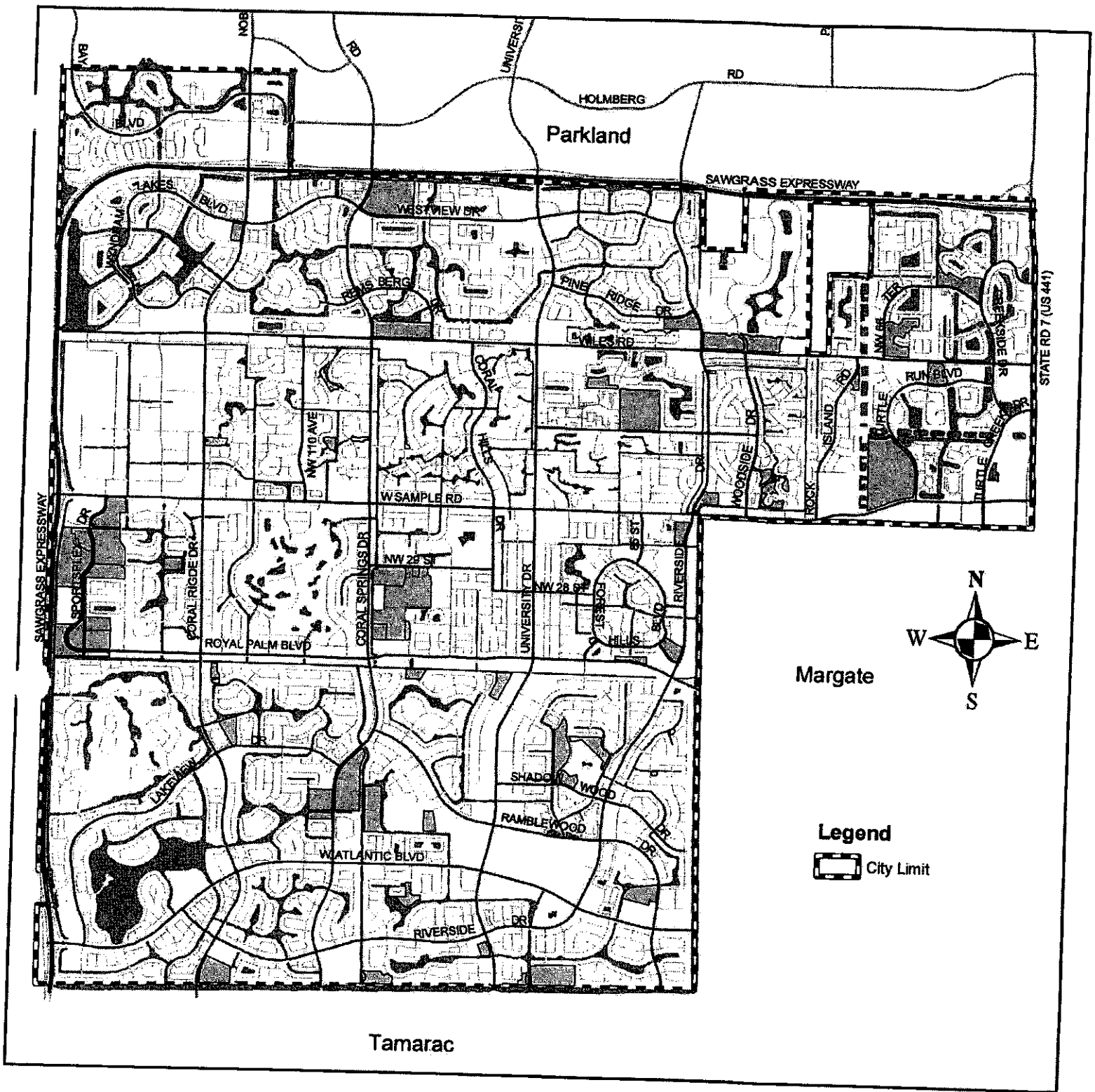


EXHIBIT 1

GENERAL MAP OF SERVICE AREA



Map of Coral Springs

Information Services
GIS Division
Maplog: 872

**CORAL
SPRINGS**
Community of Excellence

EXHIBIT 2

**INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR
RECYCLABLE MATERIALS RECOVERY**

Not applicable

EXHIBIT 4

PARENT CORPORATION GUARANTY

THIS GUARANTY ("Guaranty") is made as of the 28th day of May, 2013, by Waste Pro USA, Inc., a Florida corporation (the "Guarantor"), to and for the benefit of the City of Coral Springs, Florida (the "City") (each capitalized term used and not defined herein shall have the meaning ascribed to such term in the Agreement).

WITNESSETH:

WHEREAS, Waste Pro of Florida, Inc. (the "Contractor"), a Florida corporation and a wholly-owned subsidiary of the Guarantor, is entering into an "Exclusive Franchise Agreement ("Agreement") with the City;

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

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

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

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

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

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

- (ii) the failure of the City to give notice to the Contractor or the Guarantor of the occurrence of any Event of Default under the Agreement;
- (iii) the waiver of the payment, performance or observance by the City of any of the Obligations;
- (iv) the extension of the time (whether one or more) for payment or performance of the Obligations, or the extension or the renewal of any thereof;
- (v) the invalidity or unenforceability of any term or provision of the Agreement based on the lack of authority, insolvency, bankruptcy or reorganization of the Contractor;
- (vi) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the Contractor, or its assets, or the Guarantor, or its assets, or any allegation of invalidity or contest of the validity of this Guaranty in any such proceedings;
- (vii) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty, or the occurrence of any events of default under the Agreement;
- (viii) the failure of any agreement, instrument, certificate, or other document to be executed or delivered in connection with the Agreement; or
- (ix) any assignment, amendment, modification, or waiver of, or change in any of the terms, covenants, conditions or provisions of any of the Obligations or the Agreement, or the invalidity or unenforceability of any of the foregoing.

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

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

5. Each and every event of default under the Agreement shall give rise to a separate cause of action hereunder, and separate claims may be brought hereunder by the City as each cause of action arises. The Guarantor waives to the greatest extent permitted by law: notice of acceptance hereof; presentment and protest of any instrument, and notice thereof; notice of default; notice of foreclosure; notice of any modification, release or other alteration of any of the Obligations or of any security therefor and all other notices to which the Guarantor might

otherwise be entitled. Should the Contractor default in the payment or performance of any of the Obligations, the obligations of the Guarantor hereunder with respect to such Obligations in default shall become immediately due and payable to the City without demand or notice of any nature, all of which are expressly waived by the Guarantor. Payments by the Guarantor hereunder may be required by the City on any number of occasions.

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

7. The Guarantor shall not assign its obligation hereunder nor substitute any Person in place of itself hereunder without first obtaining the express prior written consent of the City, which consent may be withheld by the City in its sole and absolute discretion. Any attempted assignment in violation of this Guaranty shall be null and void.

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

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

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

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

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

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

If to the City:

City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5906
Facsimile: 954/344-1043

Copy to:

City Attorney
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065
Telephone: 954/344-5977
Facsimile: 954/344-5930

If to the Guarantor:

Russell Mackie
Regional Vice-President
Waste Pro of Florida, Inc.
17302 Pines Blvd.
Pembroke Pines, FL 33029
Telephone: 954/967-4200
Facsimile: 954/241-4489

Copy to:

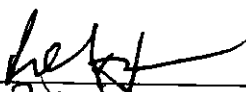
Jeanie Dubinski
General Counsel
Waste Pro of Florida, Inc.
2101 West SR 434, Suite 315
Longwood, FL 32779
Telephone: 407/869-8800
Facsimile: 407/869-8884

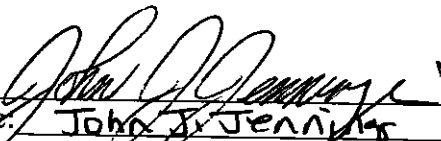
Changes in the respective addresses to which such notices shall be sent may be made from time to time by either party by notice given to the other party in accordance with this Guaranty.

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

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

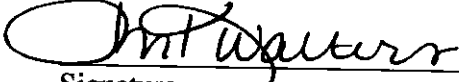
ATTEST: WASTE PRO USA, INC. (Guarantor)

By: 
Name: Robert J. Hyres
Title: Executive V.P.

By: 
Name: John J. Jennings
Title: CEO

[Seal]

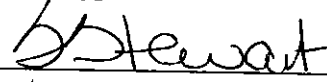
Witnesses:

_____

Signature

Jenifer M. Keieger-Walters

Print or Type Name

_____

Signature

Sharon Stewart

Print or Type Name

EXHIBIT 5
PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):

Waste Pro of Florida, Inc.
17302 Pines Blvd.
Pembroke Pines, FL 33029
Telephone: 954/967-4200
Facsimile: 954/241-4489

SURETY (name, principal place of business, and phone number):

International Fidelity Insurance Company	and	Everest Reinsurance Company
One Newark Center, 20 th Floor		477 Martinsville Road
Newark, NJ 07102-5207		Liberty Corner, NJ 07398
Telephone: 973-624-7200		Telephone: 908-604-3000

CITY:

City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, FL 33065

BOND No. 0585474

Date: January 1, 2014 Amount: Two Million Dollars (\$2,000,000)

KNOW ALL MEN BY THESE PRESENTS that we, Waste Pro of Florida, Inc. (hereinafter "CONTRACTOR"), as Principal, and International Fidelity Insurance Company and Everest Reinsurance Company, (hereinafter "SURETY"), as Surety, are held and firmly bound unto the City of Coral Springs, Florida (hereinafter "CITY"), as Obligee, in the amount of Two Million Dollars (\$2,000,000.00), for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the SURETY states that it has read all of the "Exclusive Franchise Agreement" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Sections 47 ("Breach and Termination of Agreement") and 51 ("Damages and Indemnification"); and

WHEREAS, the CITY's issuance of an exclusive franchise to the CONTRACTOR, and the CITY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR's obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

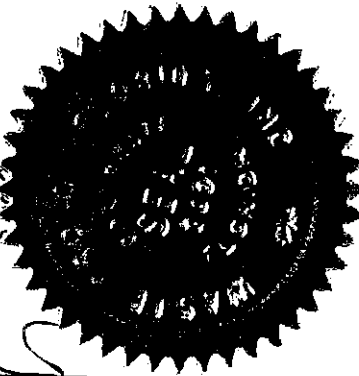
1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.
2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of a default by the CONTRACTOR under the Agreement, up to the maximum amount of the BOND.
3. The fact that the CITY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the CITY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.
4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the FRANCHISEE under the Agreement for the completion of performance.
6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
7. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.
8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a court of competent jurisdiction in the City of Coral Springs, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

10. Notices to the SURETY, the CITY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.

11. The SURETY represents and warrants to the CITY that it has a rating of "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the CITY.

CONTRACTOR AS PK
Company: (Corporate Seal)
Waste Pro of Florida, Inc.



Russell Mackie
Signature

Russell Mackie
Print Name

Regional U.P.
Title

5/29/13
Date

Witnesses:

Tim Bowers
Signature

Tim Bowers
Print Name

Damon Stinson
Signature

DAMON STINSON
Print Name

SURETY

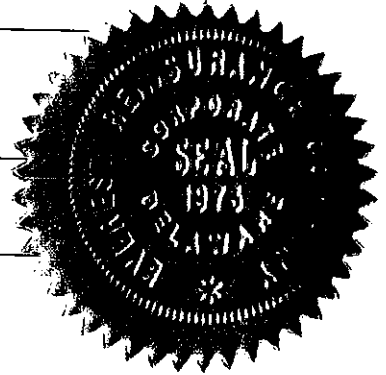
Company: (Corporate Seal)
International Fidelity Insurance Company
and
Everest Reinsurance Company

Brendan Schriber
Signature

Brendan Schriber
Print Name

Attorney-in-Fact
Title

5-28-13
Date



Matt Boyd
Signature

Matt Boyd
Print Name

Roxanne M. Grace
Signature

Roxanne M. Grace
Print Name

FLORIDA RESIDENT AGENT FOR SURETY
Charles J. Nielson

Charles J. Nielson
Print Name

8000 Governors Square, Suite 101, Miami Lakes,
FL 33016
Address

305-722-2663
Phone

305-558-9650
Fax

305-558-9650
Fax

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, corporations organized and existing laws of the State of New Jersey, and having their principal office in the City of Newark, New Jersey, does hereby constitute and appoint

BRENDAN SCHRIBER, KAREN B. DEDRICK, ROXANNE M. GRACE, MATTHEW BOYD

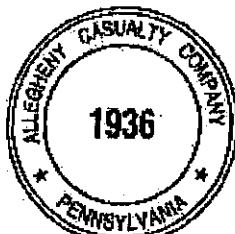
Charlotte, NC.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 30th day of June, 2010.

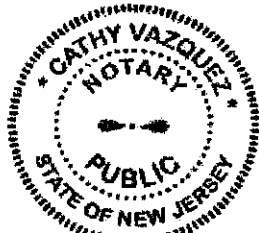


STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Executive Vice President/Chief Operating Officer
(International Fidelity Insurance Company)
and President (Allegheny Casualty Company)

On this 30th day of June 2010, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 27, 2014

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th day of May, 2013

MARIA BRANCO, Assistant Secretary

Individual Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known,
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

Firm Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me

to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

Corporate Acknowledgement

State of _____ }
County of _____ } ss.

On this _____ day of _____, 20____, before me personally came

_____ to me known,

who being by me duly sworn, did depose and say that he is the _____

of _____
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____

Notary Public

North Carolina

State of _____ }
County of Mecklenburg } ss.

On this 28th day of May, 2013, before me personally came

Brendan Schiber to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of International Fidelity Insurance Company
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 5-19-2016

Karen B. Dedrick

Notary Public

INTERNATIONAL FIDELITY INSURANCE COMPANY
ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2012

ASSETS

Bonds (Amortized Value)	\$37,665,793
Preferred Stocks (Market Value)	2,500,000
Common Stocks (Market Value)	80,694,734
Mortgage Loans on Real Estate	400,000
Cash & Bank Deposits	93,103,224
Other Invested Assets	358,888
Unpaid Premiums & Assumed Balances	11,392,115
Reinsurance Recoverable from Reinsurers	2,486,235
Electronic Data Processing Equipment	334,973
Investment Income Due and Accrued	376,830
Net Deferred Tax Assets	5,627,125
Health Care () and other amounts receivable	262,567
Other Assets	11,622,747
TOTAL ASSETS	<u>\$246,825,231</u>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses)	\$13,876,269
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses (Schedule F, Part 1, Column 6)	1,510,083
Loss Adjustment Expenses	4,652,242
Contingent Commissions & Other Similar Charges	5,602,396
Other Expenses (Excluding Taxes, Licenses and Fees)	3,872,209
Taxes, Licenses & Fees (Excluding Federal Income Tax)	448,079
Current federal and Foreign Income Taxes	811,905
Unearned Premiums	36,650,734
Dividends Declared & Unpaid: Policyholders	500,000
Ceded Reinsurance Premiums Payable	4,082,113
Funds Held by Company under Reinsurance Treaties	1,031
Amounts Withheld by Company for Account of Others	70,783,059
Provisions for Reinsurance	2,152
Payable to Parent, Subsidiaries and Affiliates	205,016
Other Liabilities	4,975
TOTAL LIABILITIES	<u>\$143,002,263</u>
Common Capital Stock	\$1,500,000
Gross Paid-in & Contributed Surplus	374,600
Surplus Note	16,000,000
Unassigned Funds (Surplus)	88,265,914
Less: Treasury Stock at cost (51,501 shares common) (value incl. \$45.)	2,317,545
Surplus as Regards Policyholders	<u>\$103,822,969</u>
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	<u>\$246,825,232</u>

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2012, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 24th day of February, 2013.
INTERNATIONAL FIDELITY INSURANCE COMPANY

[Handwritten Signature]

POWER OF ATTORNEY EVEREST REINSURANCE COMPANY DELAWARE

KNOW ALL MEN BY THESE PRESENTS: That the *Everest Reinsurance Company* of Liberty Corner, New Jersey, a corporation of the State of Delaware, having its principal office in the City of Liberty Corner, New Jersey, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Corporation on February 15, 1996 to wit:

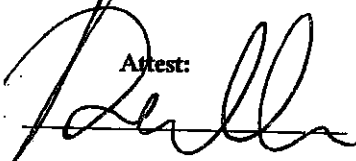
"RESOLVED, that the Chairman of the Board and Chief Executive Officer, the President, any Executive Vice President or any Senior Vice President is hereby authorized to execute Powers of Attorney appointing as attorneys-in-fact selected employees of certain surety companies who shall have the power for and on behalf of the Company to execute and affix the seal of the Company to surety contracts as co-surety."

Does hereby nominate, constitute and appoint Brendan Schriber of International Fidelity Insurance Company of Charlotte, North Carolina separately, employees of International Fidelity Insurance Company its true and lawful attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds, undertakings or obligations in co-suretyship with International Fidelity Insurance Company whether or not there are other co-sureties, wherein the co-surety participation of *Everest Reinsurance Company* does not exceed FIFTEEN MILLION Dollars (\$15,000,000) and reserving to itself full power of substitution and revocation.

The execution of such bonds or undertakings in pursuance of these presents, within one year of the date of issue of these presents, shall be binding upon said Corporation, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Corporation at its office in Liberty Corner, State of New Jersey, in their own proper persons.

IN WITNESS WHEREOF, the *Everest Reinsurance Company* has caused its corporate seal to be hereunto affixed, and these presents to be signed by its Executive Vice President this 20th day of June in the year two thousand and eleven.

Attest:

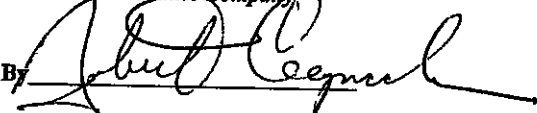


Assistant Secretary

(Title)

Everest Reinsurance Company

By



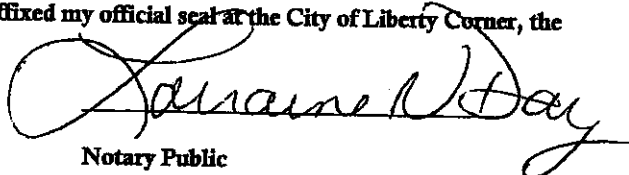
Executive Vice President

(Title)

STATE OF NEW JERSEY }
SS }
COUNTY OF SOMERSET }

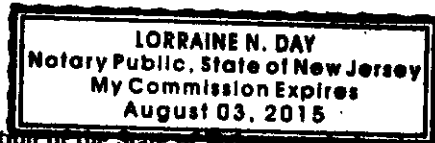
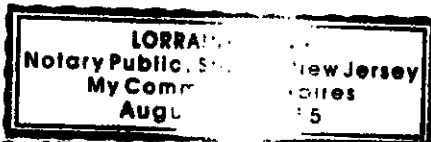
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Liberty Corner, the day and year first above written.

My Commission expires August 3, 2015



Notary Public

STATE OF NEW JERSEY }
SS }
COUNTY OF SOMERSET }



I, ROBERT CRISTIANO of *Everest Reinsurance Company*, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true correct copy of the Power of Attorney issued by said *Everest Reinsurance Company*, and that I have compared same with the original and that it is a correct transcript there from and of the whole of the original. Said Power of Attorney is still in force and effect and has not been revoked. I do further certify that ROBERT CAPICCHIONI, EXECUTIVE VICE PRESIDENT is duly authorized to sign said Power of Attorney in accordance with the Resolution of the Board of Directors.

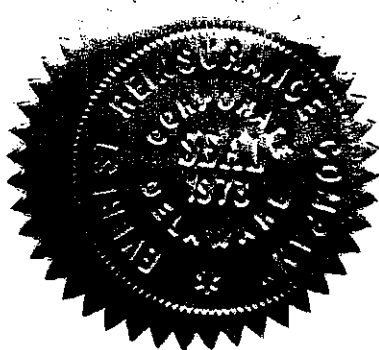
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Liberty Corner, this day of May 28th, 2013.

Printed in U S A

PR-137A



Vice President



000731

**Inc. .dual
Acknowledgement**
State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came _____
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____

Notary Public

**Firm
Acknowledgement**
State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came _____
_____ to me known and known to me
to be a member of the firm of _____
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____

Notary Public

**Corporation
Acknowledgement**
State of _____
County of _____ } ss.
On this _____ day of _____, 20____, before me personally came _____
_____ to me known,
who being by me duly sworn, did depose and say that he is the _____

of _____
the corporation described in and which executed the above instrument; that he knows the seal of said corporation; the the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires _____

Notary Public

**Surety
Acknowledgement**
North Carolina
State of _____
County of Mecklenburg } ss.
On this 28th day of May, 2013, before me personally came
Brendan Schriber to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of Everest Reinsurance Company
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires 5-19-2016

Karen B. Dedrick
Notary Public

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31,	
	2011	2010
ASSETS		
Bonds	\$ 4,069,390,254	\$ 4,991,442,374
Stocks	2,077,712,082	1,141,404,718
Short-term investments	245,155,638	309,476,532
Cash	324,183,597	100,021,836
Accounts receivable-premium balances	760,001,282	583,106,579
Funds held by ceding reinsured	180,040,506	176,952,197
Other assets	954,140,588	876,371,008
Total Assets	\$ 8,610,623,947	\$ 8,178,775,244
LIABILITIES		
Loss and loss adjustment expense reserve	\$ 4,710,492,679	\$ 4,184,966,026
Unearned premium reserve	572,079,050	610,515,497
Reserve for commissions, taxes and other liabilities	1,005,936,874	855,774,974
Total Liabilities	6,288,508,603	5,651,256,497
SURPLUS AND OTHER FUNDS		
Common capital stock	10,000,000	10,000,000
Contributed Surplus	936,248,689	929,981,933
Unassigned surplus	1,375,866,655	1,587,536,814
Total capital and surplus	2,322,115,344	2,527,518,747
Total Liabilities and Surplus	\$ 8,610,623,947	\$ 8,178,775,244

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners

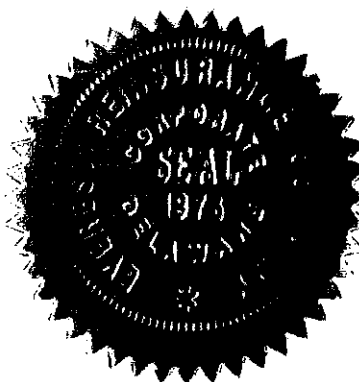


EXHIBIT 6

SPECIFICATIONS FOR CARTS

In its response to the City's RFP, the Contractor provided the following materials (attached) concerning the City's "Specifications for Carts." These materials were set forth on pages 149-161 of Contractor's proposal. Notwithstanding anything to the contrary contained in Contractor's response, Contractor agrees that it shall provide carts that are approximately 96, 64, and 48 gallons in size. Contractor shall not use 35 gallon carts in lieu of 48 gallon carts.



Specifications for Carts

Waste Pro proposes to use Rehrig Pacific 64 and 96 gallon Garbage and Recycling Carts. These carts meet all required specifications. Attached are Rehrig Pacific's Specifications for Carts Exhibit 6 and Rehrig's Company Specification Sheets.

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts. Currently there is only one domestic company that we have found that produces 48 gallon carts.

EXCEPTIONS

3.2- Load Rating

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.

3.3 Resin Weight

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.

3.4 Capacity

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.

3.5 Dimensions

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.



3.6 Wall Thickness

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.

3.7 Maneuverability

Rehrig Pacific does not manufacture a 48 gallon cart. They do however; manufacture a 35 gallon cart that meets all the required specifications. If the City is agreeable we propose to utilize Rehrig 35 gallon carts. Should the City determine that 35 gallon carts will not be acceptable, Waste Pro will procure 48 gallon carts from a manufacturer that produces 48 gallon carts.

EXHIBIT 6

SPECIFICATIONS FOR CARTS

1. **INSTRUCTIONS:** The following specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts the Successful Proposer(s) will purchase for the City.

Each proposal must be submitted on the following form. Each Proposer shall place a check mark (✓) in the appropriate place in the following column (Yes/No) to indicate whether their carts will comply with the City's specifications. If an item is left blank, the City will assume the Proposer cannot meet the specifications and may reject the proposal.

By checking any of the "NO" spaces, the Proposer states that the carts being proposed do not conform to that specification. All variations from or exceptions to the specifications must be identified, referencing applicable paragraph(s), and explained in detail on a separate page titled "Exceptions". If the City determines that exceptions exist which were not identified on such list, then the proposal may be disqualified as non-responsive. If exceptions are listed, the City may reject the proposal as non-responsive. If no exceptions are taken, the City will assume that the proposal meets all specifications as stated.

The Proposer must submit the information requested below when the Proposer submits its response to this RFP.

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

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

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

		YES	NO
3.1	<p>ANSI CONFORMANCE: Carts must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" carts.</p> <p>Each Proposer must submit independently certified copies of all ANSI test results with their proposal. Test results must state the load (in pounds) under which the tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in the cart manufacturer's sales literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter <u>and</u> a Fully Automated Grabber Arm.</p>	X	
3.2	<p>LOAD RATING: Carts must be designed to regularly receive and dump the following amount of waste material, excluding the weight of the cart, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2008.</p> <p>48 Gallon – 168 pounds 64 Gallon – 224 pounds 96 Gallon – 330 pounds</p> <p>Each Proposer must submit a normal printed color sales brochure which shows the exact products being proposed and the corresponding load ratings. Proposer must mark the location of the load ratings on the brochure with bold red arrows so as to aim directly at the load ratings. The load rating in the sales literature must match the specifications and ANSI certification submitted with Proposer's proposal, and the load rating permanently marked on the cart.</p> <p>48 Gallon: STATE LOAD RATING - <u>NA</u> pounds 64 Gallon: STATE LOAD RATING - <u>227.5</u> pounds 96 Gallon: STATE LOAD RATING - <u>332.5</u> pounds</p>		X - DONT OFFER 48 GALLON CART
3.3	<p>RESIN WEIGHT: The carts must be manufactured to achieve a minimum resin weight as follows:</p> <p>48 Gallon – 19 pounds minimum 64 Gallon – 23 pounds minimum 96 Gallon – 30 pounds minimum</p>	X	

	<p align="center">STATE RESIN WEIGHT OF EACH CART -</p> <p>48 Gallon - <u>N/A</u> pounds</p> <p>64 Gallon - <u>27.5</u> pounds</p> <p>96 Gallon - <u>34.0</u> pounds</p>																																						
3.4	<p>CAPACITY: The total capacity of the carts, excluding the lid, must be 48 U.S. gallons (+/- 2%), 64 U.S. gallons (+/- 3%) and 96 U.S. gallons (+/- 3%), respectively. Proposer must include independent test results according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon), for each size.</p> <p>48 Gallon: STATE BODY CAPACITY - <u>N/A</u> U.S. Gallons</p> <p>64 Gallon: STATE BODY CAPACITY - <u>65</u> U.S. Gallons</p> <p>96 Gallon: STATE BODY CAPACITY - <u>95</u> U.S. Gallons</p>																																						
3.5	<p>DIMENSIONS: The exterior dimensions of the completely assembled carts shall be approximately as follows</p> <p>48 Gallon -</p> <table> <tr> <td>Height: 37.50"</td> <td>STATE HEIGHT</td> <td>-</td> <td><u>N/A</u>"</td> </tr> <tr> <td>Depth: 28.75"</td> <td>STATE LENGTH</td> <td>-</td> <td><u>N/A</u>"</td> </tr> <tr> <td>Width: 23.50"</td> <td>STATE WIDTH</td> <td>-</td> <td><u>N/A</u>"</td> </tr> </table> <p>64 Gallon -</p> <table> <tr> <td>Height: 40.25"</td> <td>STATE HEIGHT</td> <td>-</td> <td><u>40.58</u>"</td> </tr> <tr> <td>Depth: 28.00"</td> <td>STATE LENGTH</td> <td>-</td> <td><u>28.11</u>"</td> </tr> <tr> <td>Width: 26.50"</td> <td>STATE WIDTH</td> <td>-</td> <td><u>26.70</u>"</td> </tr> </table> <p>96 Gallon -</p> <table> <tr> <td>Height: 45.00"</td> <td>STATE HEIGHT</td> <td>-</td> <td><u>45.13</u>"</td> </tr> <tr> <td>Depth: 33.00"</td> <td>STATE LENGTH</td> <td>-</td> <td><u>33.73</u>"</td> </tr> <tr> <td>Width: 28.50"</td> <td>STATE WIDTH</td> <td>-</td> <td><u>28.50</u>"</td> </tr> </table>	Height: 37.50"	STATE HEIGHT	-	<u>N/A</u> "	Depth: 28.75"	STATE LENGTH	-	<u>N/A</u> "	Width: 23.50"	STATE WIDTH	-	<u>N/A</u> "	Height: 40.25"	STATE HEIGHT	-	<u>40.58</u> "	Depth: 28.00"	STATE LENGTH	-	<u>28.11</u> "	Width: 26.50"	STATE WIDTH	-	<u>26.70</u> "	Height: 45.00"	STATE HEIGHT	-	<u>45.13</u> "	Depth: 33.00"	STATE LENGTH	-	<u>33.73</u> "	Width: 28.50"	STATE WIDTH	-	<u>28.50</u> "		
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Width: 28.50"	STATE WIDTH	-	<u>28.50</u> "																																				
3.6	<p>WALL THICKNESS: The carts must have a minimum nominal wall thickness of 0.154" throughout the body of the cart, and a minimum wall thickness of 0.185" inches in the critical wear points (i.e., the cart bottom, handle, and lift mechanism). The minimum wall thickness of the lid must be 0.14".</p> <p>48 GALLON: <u>N/A</u></p> <p>STATE BODY WALL THICKNESS: _____ inches</p> <p>STATE CRITICAL WEAR POINT THICKNESS: _____ inches</p> <p>STATE LID WALL THICKNESS: _____ inches</p>																																						

	64 GALLON: STATE BODY WALL THICKNESS: <u>.175</u> inches STATE CRITICAL WEAR POINT THICKNESS: <u>.185</u> inches STATE LID WALL THICKNESS: <u>.140</u> inches 96 GALLON: STATE BODY WALL THICKNESS: <u>.175</u> inches STATE CRITICAL WEAR POINT THICKNESS: <u>.185</u> inches STATE LID WALL THICKNESS: <u>.140</u> inches		
3.7	<p>MANEUVERABILITY: The Proposer must state the average tipping force required to maneuver a fully loaded cart when tilted to the roll position. The Proposer must also submit documentation that conforms to ANSI Z-245.60 (Force To Tip) testing that clearly defines the cart's maximum average tipping force. The results of this testing may not exceed a maximum average of 35 pounds for 64 gallon carts and 50 pounds for 96 gallon carts. Any cart that the City deems too difficult to tilt when loaded to maximum capacity may be disqualified.</p> <p>48 Gallon Carts STATE MAXIMUM AVERAGE FORCE: <u>NA</u> pounds</p> <p>64 Gallon Carts STATE MAXIMUM AVERAGE FORCE: <u>35</u> pounds</p> <p>96 Gallon Carts STATE MAXIMUM AVERAGE FORCE: <u>50</u> pounds</p>		
3.8	RIM OF BODY: The upper rim of each cart body must have a closed tubular design or be molded with a reinforced rim for maximum strength during collection. The rim must also include a ledge or other built-in feature that creates a tight seal between the body and lid.	X	
3.9	HANDLES. Each cart must be equipped with a minimum of one handle, with a minimum of 1" diameter. The handle(s) and handle mounts must be an integrally molded part of the cart body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.	X	
3.10	LID: The lid shall be of one piece construction and manufactured of the same material used in the cart body. The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to prevent the entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable.	X	

3.11	BOTTOM: The bottom of the cart must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.	X	
3.12	WHEELS: Wheels for 48 gallon and 64 gallon carts shall be a minimum of 10" diameter. Wheels for 96 gallon carts shall be a minimum of 12" diameter and 1.75" wide with rubber treads. All wheels must be capable of supporting a minimum of 200 pounds per wheel.	X	
3.13	AXLE: The axle for 48 gallon carts must be a minimum of 5/8" diameter. The axle for 64 gallon and 96 gallon carts shall be a minimum of 3/4" (0.75") diameter. All axles shall be zinc chromate plated or powder coated equivalent, solid high strength steel, and fully supported by the cart body. The axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to the contents inside of the cart. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.	X	
3.14	STABILITY: Each cart shall be stable and self-balancing when in the upright position, either loaded or empty. The carts must be designed to withstand winds averaging 25 mph when empty.	X	
3.15	LIFT SYSTEM: Each cart shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the cart. All lower lift bars must be designed to withstand over ten (10) years of lifter attachment. The lower lift bar for 64 gallon and 96 gallon carts shall be at least 1" diameter galvanized steel. The lower bar must be mounted in molded-in plastic bearings or held in place with pre-installed latch/push pins. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, or similar fasteners.	X	
3.16	COLOR: The cart body color shall be green, gray, brown, blue or black. Surface treatments, painted or spray-on finishes, and materials that are not homogenous are not acceptable. Proposer must submit color chips or samples for all colors available. The City will select the colors for the carts.	X	
3.17	INTERIOR CONSTRUCTION: The interior surface of each cart must be smooth and free from crevices, recesses, projections, and other obstructions where material inside the cart could become trapped.	X	

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

4.1	SERIAL NUMBERS: Each cart must have a serial number hot	YES	NO
		X	

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

5. **IN-MOLD LABEL SPECIFICATIONS:** The In-Mold Label must comply with the following listed specifications:

		YES	NO
5.1	MANUFACTURING PROCESS: The in-mold label shall be permanently molded into the container lid. It should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.	X	
5.2	COLOR AND GRAPHICS: The in-mold label shall be 4-color and contain the City of Coral Springs logo including images and language representing recycling commodities deemed acceptable for the City's program. All proofs for the label shall be submitted to the City for approval and shall have a minimum size of 5" X 12".	X	

6. **RFID & BAR CODE INTEGRATION:** Each Recycling Cart must be produced and shipped with a bar code and UHF RFID tag that have been pre-associated at the manufacturer's production facility:

		YES	NO
6.1	UHF RFID TAG: An Ultra High Frequency (UHF) RFID Tag shall be installed into the handle of the cart body at the factory.	X	
6.2	RFID & BAR CODE INTEGRATION: All Recycling Carts must be equipped with a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. The RFID tag must be installed within the cart body, with no exposure to the outside elements. The bar code must also contain an 8-9 digit serial number that has been branded on the front of the cart. The serial number bar code must be the same number that is used to identify the cart for warranty purposes. Adhesive or sticker RFID tags and/or bar codes will not be acceptable. To avoid interference with the cart contents/materials, RFID tags placed inside of the cart are unacceptable.	X	

6.3	RFID TAG & BAR CODE ASSOCIATION: All Recycling Carts must have a UHF RFID tag along with a bar code that has been pre-associated at the manufacturing facility. It is the responsibility of the cart manufacturer to provide and maintain a data base for the City of Coral Springs which includes the association information. The data base must include each cart's RFID Tag, Serial Number, Date of Manufacture, Cart size and Cart Type. The manufacturer shall maintain this data base for the life of the Agreement and provide additional association information for future cart purchases. The City may at any time request this information and Proposer must provide the information within two business days of the request.	X	
6.4	RFID INLAY SPECIFICATIONS: The RFID inlay must be Gen2 passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The dry inlay must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The antenna dimensions must not exceed 3.741 in x 0.302 in. with a thickness over chip not to exceed 11 mills. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester material using a heavy duty P7 permanent adhesive.	X	
6.5	RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure that it is working properly prior to shipment.	X	
6.6	RFID EXPERIENCE: Please describe your experience in providing communities with RFID enabled carts. Among other things, please provide the following information. (a) the names of the three (3) communities where you provided RFID enabled carts most recently, but do not list more than three (3) names. (b) the approximate number of RFID enabled carts that you provided to each such community; (c) the approximate number of RFID enabled carts you have provided in total; and (d) for each community identified in (a), above, provide the name and telephone number of a local government employee that is familiar with your work in the community. Provide your answers on a separate sheet of paper and attach them to this document.	X	

7. DATA INTEGRATION

		YES	NO
7.1	The Contractor is responsible for migrating manufacturing data directly from the cart manufacturing facility to the asset management software that shall be provided by the Contractor to the City. The data included in the specified file format from the manufacturer needs to include information on each individual cart including but not limited to, cart size, color, type, serial number, RFID value, date of manufacture and plant of manufacture.	X	

7.2	Vendor must provide a complete asset tracking/inventory/work order system and data delivery program that seamlessly integrates with the RFID data capture delivery systems provided by the vendor for collection data reporting.	X	
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8. **WORK ORDER MANAGEMENT AND REPORTING SYSTEM**

		YES	NO
8.1	WEB BASED ASSET TRACKING SOFTWARE SUBSCRIPTION: Proposer shall provide a web-based software application: <ul style="list-style-type: none"> • available 24/7/365 • requires only a browser and live internet to access • handles all aspects of a cart management and collection program, to include: Cart, Distribution/Association to Household Address, and Collection Service Verification Tracking • meets all other specifications as outlined below: 	X	
8.2	COLLECTION DATA MANAGEMENT: The software must integrate with and manage the data downloaded from the RFID truck hardware outlined in these specifications such as: (a) route number (b) cart RFID value (c) date, time and GPS coordinates of cart collection. This data will be associated with the system database to allow for collection data reporting that is accessible online.	X	
8.3	COLLECTION REPORTS: Upon request, Proposer shall provide reporting based on City's needs and reporting criteria. Reports to include but not limited to: participation/set out rates, non-participation, time between stops, cart movement based on service location. The reports must have the ability of being generated by the software automatically at a specific interval (daily, weekly, monthly, etc) and exported to various file formats, such as PDF and Excel files.	X	
8.4	STANDARD REPORTS: By customer address, cart size, cart type, date of service, cart serial number. All reports should have the ability to be created on-line using the web based software and exported to various file formats, such as PDF and Excel files.	X	
8.5	CART DATA MANAGEMENT: Software must manage the initial cart delivery, any work orders generated and/or completed, and any additional changes made during the course of the program.	X	

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

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

		YES	NO
9.1	The Proposer shall be responsible for coordinating the delivery of carts from the manufacturing plant, unloading loads of carts, assembling necessary parts, and distributing the carts to homes throughout the City of Coral Springs. It is preferred that the Proposer shall have its own assembly and distribution division of its company.	X	
9.2	The Proposer shall unload all delivery trailers. Any damage to the carts during any phase of the delivery, unloading, assembly, distribution, or exchanging shall be the responsibility of the Contractor to replace in kind.	X	
9.3	The Proposer shall provide a qualified assembly and distribution staff. In addition to the District Manager, the Proposer shall provide supervisory level full-time employees to work directly with City staff to solve any problems resulting from distribution services while that service is being provided.	X	
9.4	Carts shall be assembled and placed at the resident's curb.	X	
9.5	Each cart must include a plastic hanger bag that includes a pre-printed brochure describing the safe care and use of the carts for residents.	X	
9.6	The Proposer will record the cart serial number and RFID tag (if any) for each and every address where the carts are delivered. The Proposer will keep an electronic file of the address assignments of carts by serial and RFID tag number and present it to the City in an acceptable electronic format upon completion of the delivery. The Proposer cannot use the RFID tag as a means of associating a cart to a specific address during the delivery process as accurate data capture is a vital component to the successful creation of the initial delivery database for future goals of the City of Coral Springs to implement automated RFID collection data tracking. Verification of a specific cart being associated to a specific address is required. Contractors can propose their A&D address association process and the City will evaluate what is in their best interest. Barcode technology for scanning an accurate asset to an address is one methodology that has been reviewed by the City.	X	

9.7	The Proposer shall propose an electronic tracking system where the City can track the progress of cart distribution services. The tracking system shall be web-based and the City will be provided with access to reports detailing delivery of carts by address each day. The reports shall be as real time as possible. A one-day lag in report data shall be acceptable. The reports shall detail addresses delivered with associated cart size, serial number and RFID tag number (if any). The Proposer shall also propose a web based program where the City can investigate specific cart serial numbers and/or addresses upon request to see what cart was delivered during the rollout. Information must be made available in this system within 24 hours of delivery	X	
9.8	Proposer must provide GPS coordinates (latitude and longitude) of each cart delivery at the point of drop off. These must be provided in an electronic file format within ten days after the Commencement Date and upon request thereafter. Proof of GPS capture must be submitted from the most recent A&D program the Proposer has completed.	X	

10. **CART MAINTENANCE**

		YES	NO
10.1	The Proposer must use a web-based asset and inventory tracking software that the City can access at any time.	X	
10.2	Each cart action shall be tracked using the bar code and RFID tag (if any) in the cart. The captured data from all cart deliveries, swap-outs (exchanges), repairs, or any cart maintenance transactions must be electronically transferred into the web-based asset and inventory tracking software, which must be accessible to the City at any time.	X	
10.3	The City may generate a service work order and submit it electronically to the Contractor for processing. Proposer must be able to receive work orders from the City electronically into their web-based asset and inventory tracking system, and Proposer and City must have the ability to enter work orders online through this system.	X	
10.4	Completions of work orders shall be documented using cart ID's, household address, date, and time work is completed.	X	
10.5	The Proposer shall repair all carts at the residence. All carts in need of repair shall be equipped with new parts.	X	

11. **WARRANTY:** Proposer must submit with its proposal a document which clearly states the exact warranty of the Proposer. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The Proposer's warranty is understood to include, whether stated in Proposer's warranty or not, the following coverage:

		YES	NO
11.1	Failure of the lid to prevent rain water from entering the cart when in	X	

	the closed position.	X	
11.2	Damage to the cart body, lid, or any component parts through opening or closing the lid.	X	
11.3	Failure of the lower lift bar from damage during interface with lifters.	X	
11.4	Failure of the body and lid to maintain their original shape.	X	
11.5	Damage or cracking of the cart body through normal operating conditions.	X	
11.6	Failure of the wheels to provide continuous, easy mobility, as originally designed.	X	
11.7	Failure of any part to conform to the minimum standards as specified herein.	X	
11.8	Warranty specimen of exact warranty offered must be included with proposal.	X	

12. **LEGAL OR ADMINISTRATIVE SETTLEMENTS:** The manufacturer of the carts must submit the name, contact name, and telephone number of each government or agency with which it has had a legal or administrative suit or settlement concerning warranty claims, cart failure claims, or related contract disputes within the last ten (10) years. Include a brief summary of the suit or settlement. This information must be provided on a separate page entitled "Legal or Administrative Settlements."



95 Gallon Universal Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 41 pounds Gripping diameter: 27 inches Capacity: 95 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached.
Catch Bar:	Integrally molded plastic catch bar or 1" corrosion resistant zinc plated steel catch bar which is easily installed
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	10 or 12" x 1.75" blow molded, snap-on wheel with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.

65 Gallon Nestable Bar Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded together at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 40.5 inches Width: 26.7 inches Depth: 28.11 inches Resin weight: 27.5 pounds Assembled weight: 36 pounds Capacity: 67.2 gallons Load Rating: 227.5 pounds
Imprinting:	Hot stamp process permanently imprints logos with serial numbers
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached
Catch Bar:	Factory installed 1" corrosion resistant zinc plated steel or can be configured without a catch bar.
Axle:	High strength, low alloy steel 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent" for corrosion protection
Wheel:	10" x 1.75" blow-molded plastic, snap-on, with integrated spacer
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 12 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.
Truckload Quantity:	648, stacked 9 high

35 Gallon Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight.
Wall Thickness:	Cart Minimum: 0.150 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.130 inches
Cart Dimensions:	Height (includes lid): 39.13 inches Width: 20.20 inches Depth: 22.98 inches Resin weight: 17.9 pounds Assembled weight: 25.5 pounds Capacity: 34.4 gallons Load Rating: 122.5 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached
Catch Bar:	Integrally molded plastic catch bar or 1" corrosion resistant zinc plated steel catch bar which is easily installed
Axle:	High strength, low alloy steel, 3/4 inches zinc plated or powder coated equivalent" for corrosion protection
Wheel:	8" x 1.75" blow-molded plastic, snap-on, with integrated spacer
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 12 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters
Truckload Qty:	1,080, stacked 9 high

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Rehrig Pacific Company
SINCE 1913

Waste Pro

Prepared for Coral Springs, FL

Contact Information:	
<p>Rob Eck Rehrig Pacific Company Environmental Services Group National Sales Manager 352-461-3788 reck@rehrigpacific.com</p>	<p>REHRIG PACIFIC COMPANY 1000 Raco Court Lawrenceville, GA. 30046</p>

April 2, 2013

Waste Pro
2101 W SR 434, Suite 305
Longwood, FL 32779

Dear Harland/Jason,

On behalf of Rehrig Pacific Company, it is my pleasure to provide you with the following proposal for Rehrig Pacific's RFID Tracking Systems and comprehensive proposal for Rehrig Pacific's C.A.R.T.S. software to be utilized for asset/inventory management, work order management, and collection data tracking and reporting. We are confident that Rehrig's technology offering will allow Waste Pro the ability to achieve your goals while implementing a recycling program designed to track service verification, lost and stolen containers, operational efficiency data and recycling participation with a potential Recycling Reward program for City of Coral Springs, FL.

To date, Rehrig Pacific's Environmental Services Group has delivered and integrated over 4 million roll out carts (new distributions and retrofits) with RFID and bar code technology in over 150 customer locations. RFID technology has enabled our customers to track refuse and recycling participation while managing their cart assets on the street. It empowers our customers by giving them real time access to collection service verification and it allows them to optimize routes and make better business decisions based on the data collected in the field. Additionally, RFID presents opportunities to recoup lost revenue by identifying non-paying residences, pro-actively tracking and retrieving lost/stolen carts and capturing and recording collection event data for accurate billing purposes - "Every Day Audit of Your Accounts".

Rehrig Pacific's infrastructure to produce, deliver and support an RFID related program is extensive. We have been involved in more RFID tracking programs with containers than any other manufacturer in the industry.

Along with our industry leading containers, we have developed our own proprietary software (C.A.R.T.S.) that allows us to successfully implement many unique programs for our customers. A more detailed description of C.A.R.T.S. and how it can be used to set up and monitor an RFID tracking program is attached.

I have made every attempt to include all of the necessary information in this proposal, but please contact me directly via email or phone if you have additional questions or requests for information.

Thank you in advance for your time and consideration.

Sincerely,

Rob Eck

Rob Eck
Rehrig Pacific Company

Printed on Recycled Paper

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Container Asset Recovery Tracking System (C.A.R.T.S.)

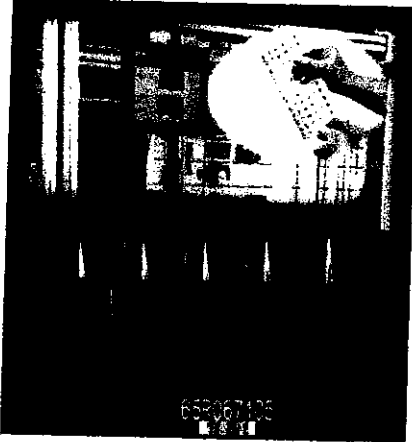
Rehrig Pacific's Environmental Services Group focuses 100% of our time on developing multiple service offerings for our customers in an effort to add value to their operations. The foundation for most of the services that we provide stems from our sophisticated Container Asset Recovery Tracking System (C.A.R.T.S.), which is a Web based software that can be customized towards the specific needs and requirements of Waste Pro and City of Coral Springs. Below is a brief outline of what C.A.R.T.S. is capable of providing:

- **Delivery & Inventory Management:** track the progress of container shipments and manage inventory levels at one or multiple hauling operations, providing inventory visibility to multiple users within a specific region or for a specific customer or program.
- **Container Distribution:** record container deliveries in real-time by using handheld scanners that run the C.A.R.T.S. software.
- **Monitor Container Distribution Progress:** generate daily distribution reports that include household address, container serial number, RFID tag number, container type, container size, container commodity, date, and time of delivery.
- **Route Auditing:** take better control of your assets and build an accurate billing database by utilizing the C.A.R.T.S. system for a new distribution, retrofit or route audit. This will allow you the ability to start recouping lost revenues by identifying non paying customers and retrieving lost and stolen carts.
- **Cart Maintenance:** C.A.R.T.S. is a complete maintenance work order system that tracks container inventories (at multiple locations), repairs, and work flow at each household address and it will allow Waste Pro to maintain an accurate account database to better control your assets and provide the foundation for tracking collection data.
- **Collection Data Tracking Services:** integrate RFID technology and data collection equipment on trucks to accurately track container collection data/service verification and manage the data in C.A.R.T.S. with various reports available online to Waste Pro and City of Coral Springs.

The C.A.R.T.S. program will also handle these common issues that you face on a daily basis:

- Eliminates the cost of printing work orders
- Minimizes Administrative and IT Support
- Reduces Lost Containers/Capital Loss
- Provides Cost Recovery for Lost Containers
- Minimizes Purchases of Excess Containers (Visibility of Inventory at Multiple Locations)
- Savings in Inventory Carrying Cost
- Reduces Container Facility Space
- Provides Accurate Billing Data and Maintains your Billing Database

RFID & Bar Code Integration



Rehrig Pacific Company developed the process to integrate RFID and Bar Code technology into our rollout carts over 5 years ago and our experience in providing RFID enabled carts is unmatched in the industry. Rehrig has produced well over 4 million RFID enabled carts for over 150 customers throughout the United States and Canada. All five of Rehrig Pacific cart-producing plants have the necessary equipment to provide Waste Pro with RFID & Bar Code Enabled carts for this program. Having this technology in place will provide the necessary reporting and billing required by Waste Pro to implement a unique collection program as required by City of Coral Springs.

RFID and Bar Code technology can provide Waste Pro with the foundation for taking better control over container assets. In addition, RFID technology can provide accurate collection data that can be used to report individual household participation in recycling and refuse programs, provide information required for incentive based recycling, and improve efficiencies for collection operations.

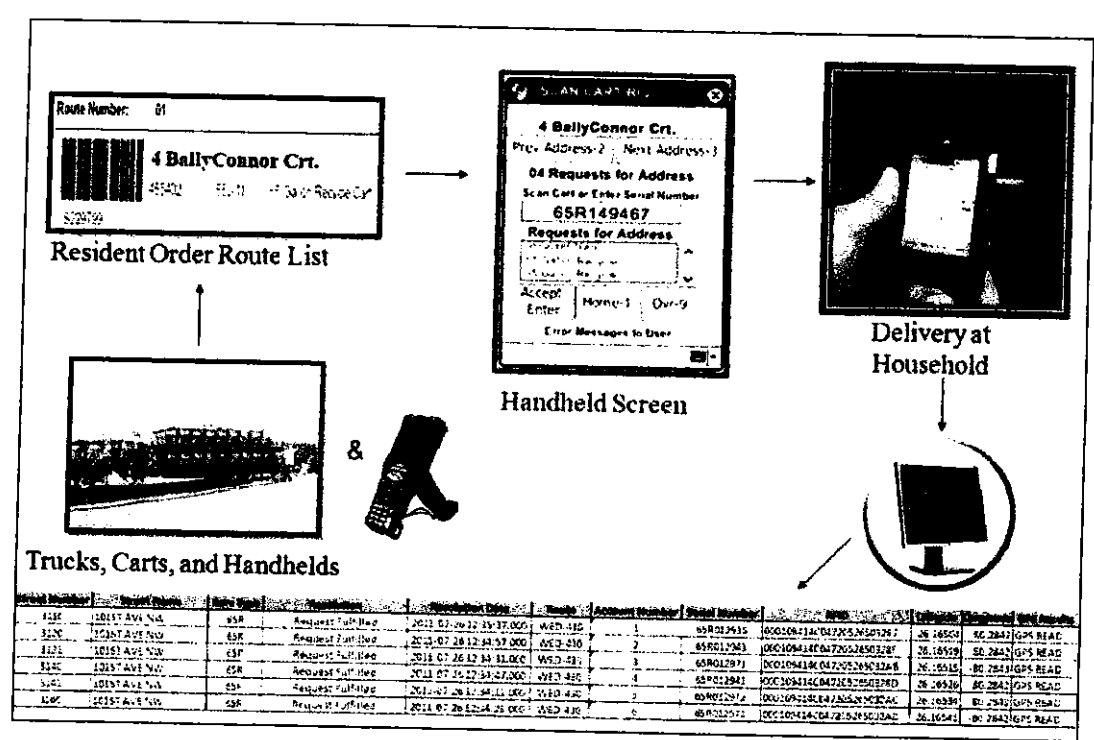
Advantages of Purchasing Rehrig Pacific RFID & Bar Code Enabled Carts:

- Our UHF tags are protected in the cart body and are not exposed to the outside elements such as weather or the rigorous environments posed by our industry
- We program the RFID tags in house, which allows for flexibility in customizing an RFID value that will have significance within Waste Pro's operations
- RFID Tags and Bar Codes are associated and tested at our facilities before the carts ship
 - This ensures that the technology functions properly for your program
 - The association between the bar code/serial number and RFID tag provides a visual identifier for the cart, which makes tracking/managing the carts easier when talking with customers who are using the cart in the field
- The production data collected from our manufacturing facility is stored on our (C.A.R.T.S.) server, which provides a foundation for tracking these cart assets in the future



Rehrig Pacific uses our C.A.R.T.S. system in conjunction with handheld devices for the assembly & distribution process, whether it is for a large distribution or a distribution work order (new account delivery) that is part of a cart maintenance program. This technology allows Rehrig Pacific to automate the distribution process and provide daily distribution detail reports via e-mail or accessible through the Web by logging onto the C.A.R.T.S. site. Our C.A.R.T.S. distribution software was designed specifically for our industry and by utilizing it for a new distribution of carts, Waste Pro will benefit from the accurate account and cart databases that it can create. C.A.R.T.S. essentially performs an accurate route


audit during the delivery process and it allows our crews to report resolution codes for each household address and add any address that was not part of the original database in the field. Resolution codes are customizable for each program, but some examples are: Vacant Lot, Burned out Structure, Delivery Request Completed, etc. This sophisticated method of delivery will ensure that Waste Pro is getting paid for every account that they collect as well as conserve assets by only delivering carts to properties that should be receiving service.



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By utilizing C.A.R.T.S., designated Waste Pro personnel will be allowed the appropriate levels of access to view, export and print various types of reports during the delivery process. Some examples are shown below. In addition, customized reports can be developed, which the system will automatically generate and e-mail to key operations and management at regular intervals. Reports are available online in a PDF or Excel Export Format 24/7.

Snapshot of Assembly & Distribution Daily Summary Report:

Rehrig Pacific Delivery Summary Report									
 Rehrig Pacific Company									
Portal: Charleston County South Carolina									
01-04-2013	:	:	:	:	:	:	:	:	:
Sub Total:	0	0	0	0	0	0	0	0	1
01-05-2013	:	:	:	:	:	:	:	:	:
01-06-2013	:	:	:	:	:	:	:	:	:
01-07-2013	:	:	:	:	:	:	:	:	:
01-08-2013	:	:	:	:	:	:	:	:	:
01-09-2013	:	:	:	:	:	:	:	:	:
01-10-2013	:	:	:	:	:	:	:	:	:
Sub Total:	0	0	0	4123	0	0	0	0	0
01-11-2013	:	:	:	:	:	:	:	:	:
01-12-2013	:	:	:	:	:	:	:	:	:
01-13-2013	:	:	:	:	:	:	:	:	:
01-14-2013	:	:	:	:	:	:	:	:	:
01-15-2013	:	:	:	:	:	:	:	:	:
Sub Total:	0	0	0	0	0	0	0	0	58
01-16-2013	:	:	:	:	:	:	:	:	:
Sub Total:	0	0	0	0	0	0	0	0	1
01-17-2013	:	:	:	:	:	:	:	:	:
01-18-2013	:	:	:	:	:	:	:	:	:
01-19-2013	:	:	:	:	:	:	:	:	:

Snapshot of Assembly & Distribution Daily Detailed Delivery GPS Report:

Rehrig Pacific Delivery Detail Report



Rehrig Pacific Company

Report Date: 7/26/11
Report Time: 11:00 AM

Fortall Charleston County South Carolina

101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:35:37.000	WED-430	1	65R012935	000109414C04720526503287	26.16504	-80.2842	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:57.000	WED-430	2	65R012943	000109414C0472052650328F	26.16519	-80.2842	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:31.000	WED-430	3	65R012971	000109414C047205265032AB	26.16515	-80.2843	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:47.000	WED-430	4	65R012941	000109414C0472052650328D	26.16526	-80.2842	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:11.000	WED-430	5	65R012972	000109414C047205265032AC	26.16534	-80.2843	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:28.000	WED-430	6	65R012973	000109414C047205265032AD	26.16541	-80.2842	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:54.000	WED-430	7	65R012976	000109414C047205265032B0	26.1655	-80.2843	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:12.000	WED-430	8	65R012974	000109414C047205265032AE	26.16554	-80.2843	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:52.000	WED-430	9	65R012936	000109414C0472052650328E	26.16574	-80.2843	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:30.000	WED-430	10	65R012948	000109414C04720526503294	26.16597	-80.2844	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:15.000	WED-430	11	65R012945	000109414C04720526503291	26.1661	-80.2844	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:48.000	WED-430	12	65R013127	000109414C04720526503347	26.16613	-80.2846	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:46.000	WED-430	13	65R013128	000109414C04720526503348	26.16623	-80.2845	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:18.000	WED-430	14	65R013124	000109414C04720526503344	26.16633	-80.2845	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:44.000	WED-430	15	65R013125	000109414C04720526503345	26.16632	-80.2846	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:17.000	WED-430	16	65R013126	000109414C04720526503346	26.16654	-80.2846	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:11.000	WED-430	17	65R012975	000109414C047205265032AF	26.16639	-80.2847	GPS READ
101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:59.000	WED-430	18	65R013129	000109414C04720526503349	26.16661	-80.2847	GPS READ
101ST TER NW	65R	Request Fulfilled	2011-07-18 11:19:08.000	FRI-431	19	65R012977	000109414C047205265032B1	26.16661	-80.2848	GPS READ
101ST TER NW	65R	Request Fulfilled	2011-07-18 11:18:53.000	FRI-431	20	65R006119	000109414C047205265017E7	42.52908	-87.8995	GPS READ
101ST TER NW	65R	Request Fulfilled			21	65R006117	000109414C047205265017E5	26.15327	-80.2851	GPS READ

Snapshot of Final Detailed Delivery List w/ GPS Coordinates, Route, RFID Value, Serial Number

Street Number	Serial Number	Item Type	Resolution	Resolution Date	Route	Account Number	RFID Value	RFID	Latitude	Longitude	Status
3110	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:35:37.000	WED-430	1	65R012935	000109414C04720526503287	26.16504	-80.2842	GPS READ
3120	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:57.000	WED-430	2	65R012943	000109414C0472052650328F	26.16519	-80.2842	GPS READ
3121	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:31.000	WED-430	3	65R012971	000109414C047205265032AB	26.16515	-80.2843	GPS READ
3140	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:47.000	WED-430	4	65R012941	000109414C0472052650328D	26.16526	-80.2842	GPS READ
3160	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:11.000	WED-430	5	65R012972	000109414C047205265032AC	26.16534	-80.2843	GPS READ
3161	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:28.000	WED-430	6	65R012973	000109414C047205265032AD	26.16541	-80.2842	GPS READ
3180	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:34:12.000	WED-430	8	65R012976	000109414C047205265032B0	26.1655	-80.2843	GPS READ
3200	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:52.000	WED-430	9	65R012936	000109414C0472052650328E	26.16574	-80.2843	GPS READ
3210	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:30.000	WED-430	10	65R012948	000109414C04720526503294	26.16597	-80.2844	GPS READ
3220	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:33:15.000	WED-430	11	65R012945	000109414C04720526503291	26.1661	-80.2844	GPS READ
3221	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:48.000	WED-430	12	65R013127	000109414C04720526503347	26.16613	-80.2846	GPS READ
3230	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:46.000	WED-430	13	65R013128	000109414C04720526503348	26.16623	-80.2845	GPS READ
3240	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:18.000	WED-430	14	65R013124	000109414C04720526503344	26.16633	-80.2845	GPS READ
3241	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:44.000	WED-430	15	65R013125	000109414C04720526503345	26.16632	-80.2846	GPS READ
3260	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:32:17.000	WED-430	16	65R013126	000109414C04720526503346	26.16654	-80.2846	GPS READ
3261	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:11.000	WED-430	17	65R012975	000109414C047205265032AF	26.16639	-80.2847	GPS READ
3280	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:59.000	WED-430	18	65R013129	000109414C04720526503349	26.16661	-80.2847	GPS READ
3281	101ST AVE NW	65R	Request Fulfilled	2011-07-26 12:31:59.000	WED-430	19	65R012977	000109414C047205265032B1	26.16661	-80.2848	GPS READ
2320	101ST TER NW	65R	Request Fulfilled	2011-07-18 11:19:08.000	FRI-431	20	65R006119	000109414C047205265017E7	42.52908	-87.8995	GPS READ
2340	101ST TER NW	65R	Request Fulfilled	2011-07-18 11:18:53.000	FRI-431	21	65R006117	000109414C047205265017E5	26.15327	-80.2851	GPS READ

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Benefits to Waste Pro

The use of Rehrig Pacific's Assembly and Distribution services will satisfy the following requirements of Waste Pro's Collection Services for City of Coral Springs.


- Our A&D crews will use handheld scanners that assign containers to individual households, upload daily cumulative delivery tallies to C.A.R.T.S., and generate the necessary summary and detail delivery reporting as required.
- GPS capture at the point of delivery to be used as a comparison report against the future collection of the cart by RFID truck mounted systems. GPS data can also be used for routing purposes by WASTE PRO based on actual cart placement.
- The use of Rehrig Pacific's internal A&D services will benefit Waste Pro by addressing the following value-added services and common issues that occur during a container rollout:
 - Focus on accuracy, compliance, and the ability to modify delivery lists, which essentially completes a comprehensive and complementary route audit during every new delivery, resulting in accurate database from the start
 - Ability to have complete visibility of work/progress by the end of each delivery day
 - Increased information available to Waste Pro and personnel alike reduces customer complaints and increases the effectiveness of both customer care and operational staff
 - Lower time spent on delivery with increased accuracy across the board
 - Professional, courteous, and safe.

Work Order Management with C.A.R.T.S.

Rehrig Pacific's C.A.R.T.S. system is set up specifically to manage cart movement and repairs for Waste Pro in an effort to always maintain an accurate account database and to provide accurate collection data reporting. The system is designed to monitor all aspects of a container program including the delivery of containers to residents, repair and maintenance of all containers in the service area, the management of replacements of containers and RFID tags, the tracking of work order data and history, tracking of lost or stolen containers, and handle customer requests for new or additional service, termination, size change out, repair, etc. Our customers have found that, in using this system, they now have an invaluable tool that allows them to focus on their core business of collection and eliminate the costly mismanagement of a container program.

Work Order Entry Process

Resident phone calls for cart maintenance will be fielded by Waste Pro customer service personnel. The information pertaining to the work order request is included in the Manual Work Order section of the C.A.R.T.S program (example below):



Rehrig Pacific Company
4.1.3.76

Dustin DePantula | Logout

[Home](#) | [Edit Address](#) | [Inventory](#) | [Work Order](#) | [Routing](#) | [Reports](#) | [Administration](#) | [Help](#)

ContentPane

Manual Work Orders

Find a Work Order:

Enter Address:

Street Number:

Street Name:

City:

State:

Service Number:

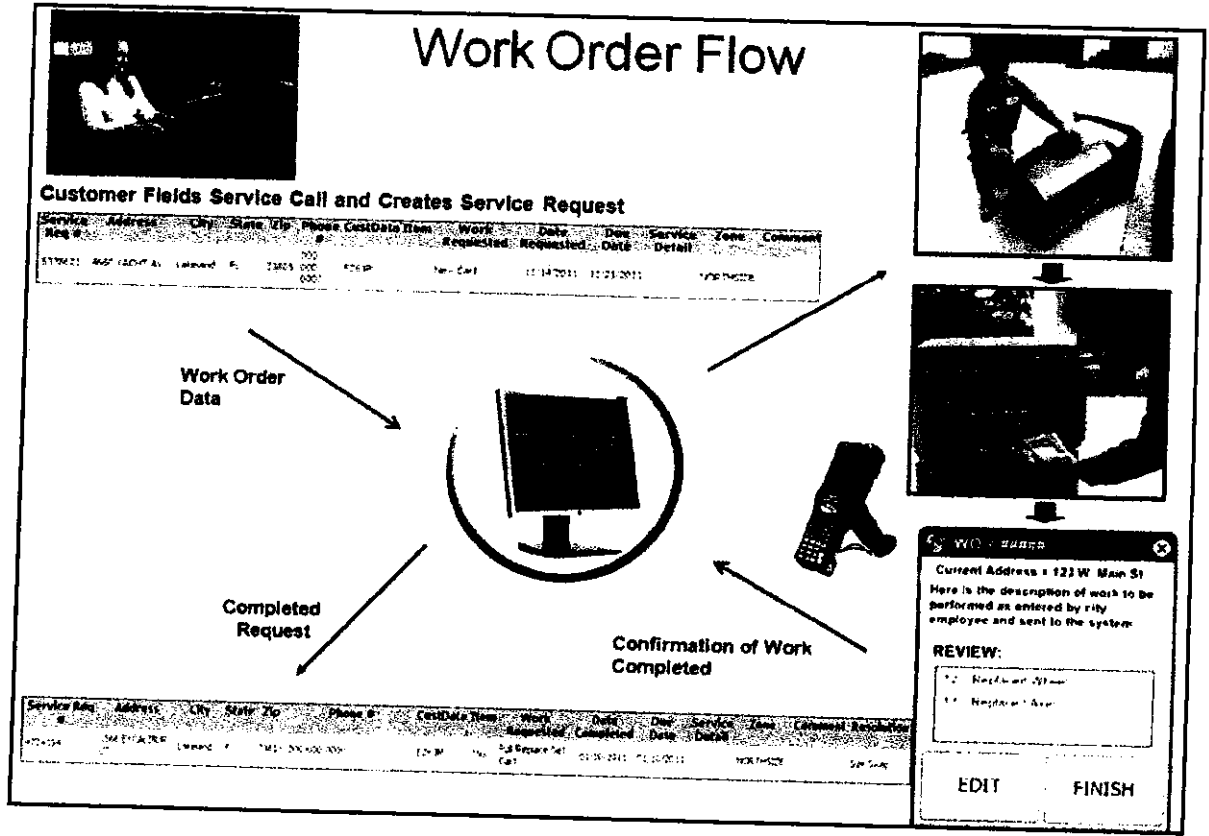
Zip:

Find Page: Next

[Cancel](#)

On a specified, but predetermined date, this and any other previously entered work orders are downloaded from C.A.R.T.S to a handheld scanner provided to the maintenance crew. Once they reach the residence and complete the work, the information will be recorded in the handheld and automatically synced into C.A.R.T.S. at the end of the work day when the hand held is docked. Waste Pro will then have daily access to view all work order reports in the C.A.R.T.S. system along with the work that has been performed each day. In addition, any updates to the database can automatically be sent to any rewards partners in order to keep the reward program database up to date, eliminating one additional step in the process. Various levels of access can also be provided to the City if desired by Waste Pro.

For the purposes of this contract, Waste Pro will enter work orders directly into CARTS through the secure Waste Pro portal within CARTS.



Search for all Closed Work Orders, Database Changes and Account History

Rehrig Pacific Work Order Closed Report

Report Parameters Used

Location: Lakeland

From Date: 01/01/2013

To Date: 01/21/2013

SIR	Router	Address	City	State	Zip	Requested Date	Completion Date	Maintenance Requested	Maintenance Resolution	Serial #	RFD	Removed Serial #	Removed RFD
6207348	E247M	215 SERRAY DR	LAKELAND	FL	33815	01/01/2013	01/07/2013	Pull/Replace/Set	Size Swap	350004296	0001094C4114120473501064	350007262	0001094C4114143474501070
6207014	E249M	1500 HIGHLAND ST	LAKELAND	FL	33815	01/01/2013	01/07/2013	Pull/Replace/Set	Size Swap	350010283	0001094C4114144473504768	350005729	0001094C4114143473501459
6207074	E244T	2315 MISSION	LAKELAND	FL	33803	01/01/2013	01/07/2013	New Cart	Delivered Cart	650003104	0001094C4114120474500020		
6207023	E249M	1015 RUBY ST	LAKELAND	FL	33815	01/01/2013	01/07/2013	Repair/Replace Cart	Repaired Cart			350015548	0001094C4114144473503000
6207340	E244F	1730 MEADOWBROOK	LAKELAND	FL	33803	01/01/2013	01/04/2013	Pull/Replace/Set	Size Swap	350012214	0001094C4114144473502784	650004347	0001094C4114143474501393
6207473	E241M	5555 STARLING LP	LAKELAND	FL	33810	01/01/2013	01/03/2013	Pull/Replace/Set	Size Swap	350005968	0001094C4114120473501750	350004207	0001094C4114120473501047
6207414	E246F	7218 DORCOYA CR N	LAKELAND	FL	33801	01/01/2013	01/03/2013	New Cart	Delivered Cart	350013177	0001094C4114144473501300		
6207394	E247T	11 C-C ST	LAKELAND	FL	33815	01/01/2013	01/02/2013	Pull/Replace/Set	Size Swap	350005767	0001094C4114143873501493	650007481	0001094C4114144474501073


C.A.R.T.S. Reporting

By utilizing C.A.R.T.S., designated Waste Pro personnel will be given web access to view all of the work orders that have been submitted and completed for each program. Customized reports can be generated for any type of work function, and are available online, in a PDF format, or Excel Export Format. Customized reports can be developed based on the exact needs of Waste Pro. Reports are also available to the City if desired by Waste Pro. The various levels of user access allow for a variety of custom reporting setup.

Cart Inventories

C.A.R.T.S. has the capability of managing Waste Pro's cart inventory levels – by cart size and by location, as indicated in the following customized reports:

Sample Inventory Report:

Rehrig Pacific Inventory Summary Report			
 Rehrig Pacific Company		Report Parameters Used	
		Item Type: 350 ASR	
		Status: New In Transit In Service Unknown Scrapped/11 errant	
		Location Type: Single Family Home Multi Family Home	
Location Type: Multi Family Home			
Status		Quantity	Details
In Service		16	Details
Status		Quantity	Details
In Service		37	Details
Location Type Subtotal:		53	
Location Type: Single Family Home			
Status		Quantity	Details
In Service		4110	Details
Status		Quantity	Details
In Service		14197	Details
Location Type Subtotal:		18307	
Location Type: Inventory Yard			
Status		Quantity	Details
New		595	Details
Out Of Service		159	Details
Status		Quantity	Details
New		1094	Details
Out Of Service		206	Details
Location Type Subtotal:		2065	
Report Total:		20425	

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C.A.R.T.S. Work Order and Inventory Tracking - *Benefits to Waste Pro*

- Maintains an accurate account database for billing and RFID based collection data tracking programs
- Eliminates the cost of printing work orders
- Automates the work order process and provides real time operational data for improved customer service
- Minimizes Administrative and IT Support
- Reduces Lost Containers/Capital Loss
- Provides Cost Recovery for Lost Containers
- Savings in Inventory Carrying Cost
- Reduces Container Facility Space
- Streamlines the warranty process
- Automated Inventory control and reporting, allows for multiple divisions in one region to share inventories and reduce unnecessary cart purchases

Customer Service

Live Administrative and IT support will be available from 8AM – 5PM Central time by contacting ESG Headquarters, see contact info below. In addition, Rehrig Pacific's entire sales force, including customer service, sales representatives, and managers are available via e-mail or cell phone after normal business hours for additional support. Access to open and closed work orders and other program related reports are available 24/7 by logging onto the C.A.R.T.S. website.

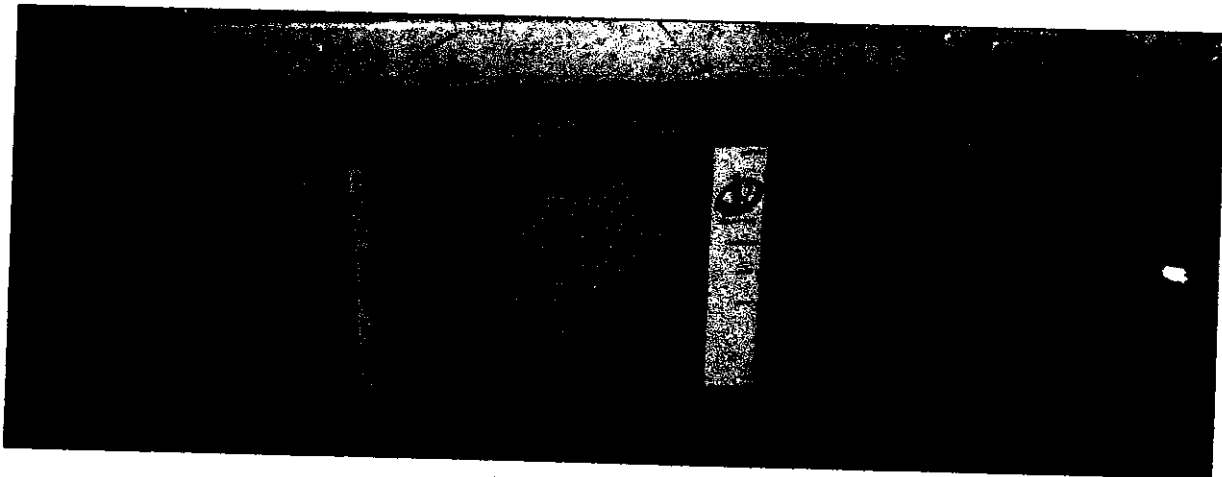
Contact	Title	Phone	Email
Janeal Powell	ESG Help Desk & Tier 1 Support	(262) 925-1870	JPowell@rehrig.com
David Carroll	ESG Help Desk Administrator & Tier 2 Support	(262) 925 – 2763	DCarroll@rehrig.com
Mort Sayyed	ESG Data Analyst	(414) 801-3605	MSayyed@rehrig.com

RFID Tracking Systems for Collection Data Tracking

Rehrig Pacific's All-In-One RFID Reader "Simplifying Technology for a Complex Application"

The Rehrig Pacific RFID Reader contains a 1W RFID Reader module with a controller board loaded with an embedded Linux distribution. The controller board brings out the convenient input/output options for use in many applications that require triggers or indicators. The Rehrig All-In-One RFID Reader also incorporates all other operating components such as a 7.5 dBiC Patch Antenna (1 or 2 depending on application), GPS Module and Cellular Modem all packaged into one easy to install solution.

Side Load-Single Antenna Installation



Rear Load-Dual Antenna Installation



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The Rehrig Pacific All-In-One RFID Reader has simplified the use of RFID technology within the Waste and Recycling Industry. Typical industry challenges such as down equipment/vehicles can cause collection haulers to lose valuable data due to the inflexibility of moving RFID systems from one truck to another. However, the Rehrig Pacific All-In-One RFID Reader provides the flexibility that our industry has been looking for and can be easily be moved from one collection vehicle to another or installed on a spare vehicle in a very short amount of time. This type of flexibility allows our customers to always have an operating RFID system to capture valuable collection data for their programs when unexpected vehicle maintenance occurs.

In the past RFID reader solutions included lots of cabling, multiple control boxes, Modems, Computers, GPS units and other components. With technology developing, RFID readers are no longer big box readers. Rehrig has developed a compact small RFID reading system that is an all-in-one solution, easily replaceable and much more cost competitive.

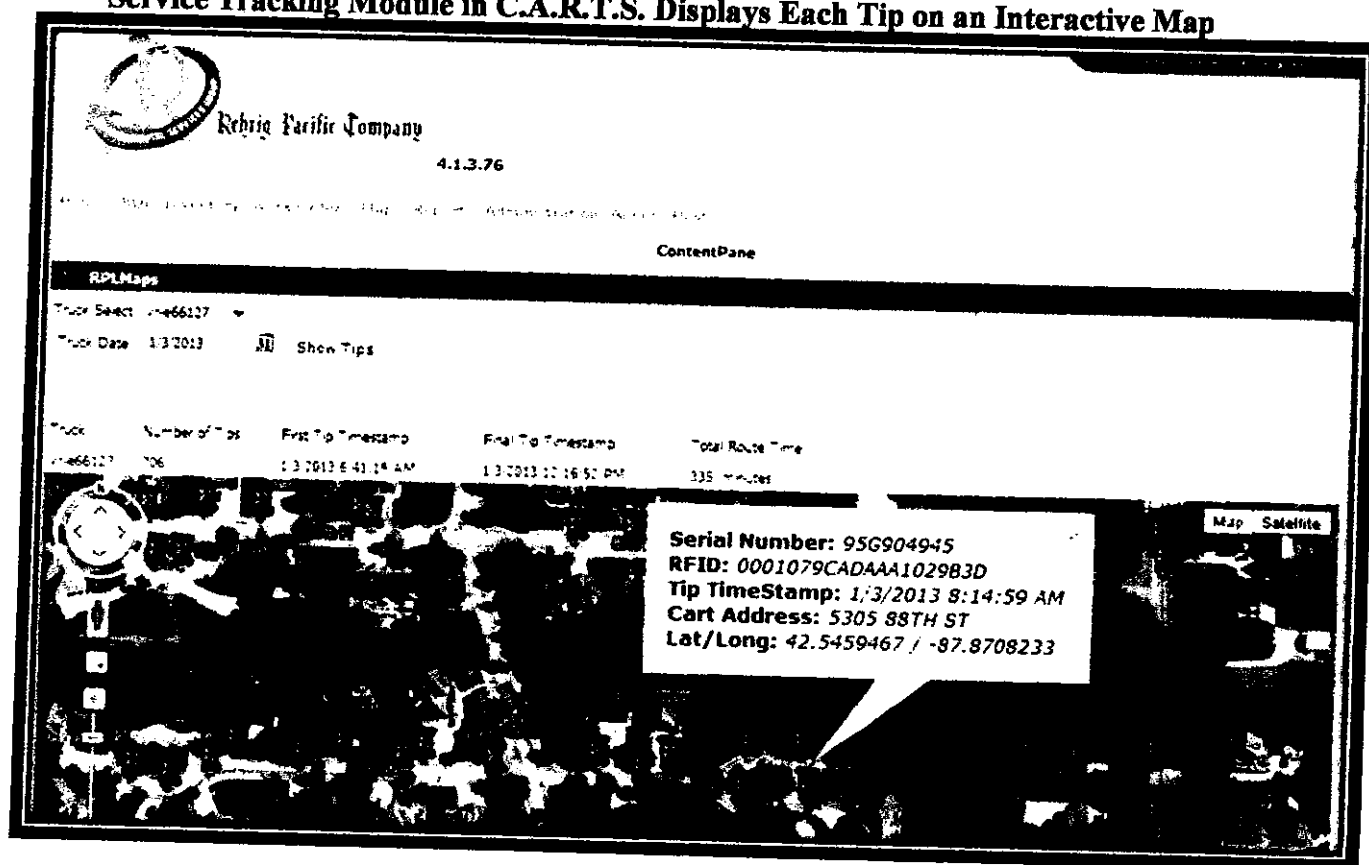
Installation: Under Rehrig Pacific guidance, Waste Pro would provide all labor, tools and equipment required to install the Rehrig Pacific All-In-One RFID Reader onto their collections vehicles. Rehrig Pacific will provide Waste Pro with the necessary mounting brackets and specifications for where the readers should be mounted. Waste Pro will utilize their mechanics to make a 12V power supply available in the area the reader will be mounted, as well as install the mounting brackets, any ancillary items (such as observation buttons, external GPS/GSM Antennas or sensors) and readers to the vehicles. Rehrig Pacific will provide Waste Pro with all necessary parts and ancillary items required for this installation/application.

Performance: The Rehrig Pacific All-In-One RFID Reader will be configured to read the UHF RFID tags on all containers targeted for data collection. Data collected will include the container ID being collected, the date and time of the collection event, and the latitude and longitude of the truck at the time the container was collected. Equipment will also include LED lights and an enunciator (horn) that indicate the reader's status for troubleshooting purposes and to indicate when tags are read by the device in order to validate performance.

Data Management: The RFID readers are associated with the truck number in which they are installed. Throughout the collection day, the truck will capture container participation and will transmit collection data information throughout the collection day via a cellular modem. Downloads of the RFID tag reads and other pertinent data transferred into the system allow for complete control of Waste Pro's containers and collection operation. This information is transmitted to Rehrig Pacific's C.A.R.T.S. system for the purpose of generating reports and analysis through the secure web based software. If your program is set up for a rewards program, don't worry! Rehrig Pacific has the IT infrastructure to create an integration to allow the transfer of data that is needed automatically each day, so all you have to do is worry about collections and we will take care of the rest.

A large variety of reports are available through our C.A.R.T.S. program. To further illustrate the reporting available we would appreciate the opportunity to review in person the level of detail that is available. Some sample reports are provided below.

Service Tracking Module in C.A.R.T.S. Displays Each Tip on an Interactive Map



Pro-Actively Track Movement of Containers and Easily Find Lost or Stolen Containers

Rebco Pacific Company											
Truck Movement of Containers and Easily Find Lost or Stolen Containers											
Tip Date: 10/7/2011											
222	WOODMONT LN	E26F	95G00451	0001034C41M120479501A3	V720110116 53 PM	27 93272	-81 9459066666667	10/7/2011 02 06 58 PM	27 9927083333333	-81 94589	
4930	WOODMEAR DR	E26F	95G00161N	0001034C41M12047350064E	V7201109 16 37 AM	27 97569	-81 9348266666667	10/7/2011 10 26 25 AM	27 9756883333333	-81 934835	
2106	WOODWARD PASS	E26F	65G001812	0001034C41M12047650071N	12/31/2010 08 28 15 AM	27 9906483333333	-81 9259833333333	10/7/2011 08 41 55 AM	27 990625	-81 925985	
628	WOODMONT LN	E26F	95G00321	0001034C41M120479500C8A	10/4/2011 12 26 57 PM	27 99366	-81 9469016666667	10/7/2011 08 23 PM	27 9926666666667	-81 946885	
3011	WINTERSET DR	E26F	95G00240	0001034C41M120476500963	10/4/2011 02 23 42 PM	27 986205	-81 9227483333333	10/7/2011 01 20 11 PM	27 9862533333333	-81 922765	
811	WOODMONT LN	E26F	95G00161N	0001034C41M120473500652	V7201101106 34 PM	27 9926166666667	-81 94827	10/7/2011 02 05 38 PM	27 9926816666667	-81 948315	
844	WOODWARD ST	E26F	65G004402	0001034C41M120476500F6B	9/23/2011 07 38 23 AM	28 0104	-81 946955	10/7/2011 07 25 23 AM	28 0104366666667	-81 946765	
5910	WOODBURN L.P.W.	E26F	95G00504	0001034C41M120479501386	V7201109 11 16 AM	27 9937366666667	-81 9255183333333	10/7/2011 07 56 40 AM	27 9937016666667	-81 92561	
4527	MALLAMVIEW LN	E26F	95G00621	0001034C41M120479501946	V7201111 28 53 AM	27 9816733333333	-81 9439083333333	10/7/2011 07 59 15 AM	27 9816395	-81 944025	
5171	SUNSTONE DR	E26F	95G00286	0001034C41M120479500834	V7201110 08 25 16 AM	27 9897833333333	-81 924805	10/7/2011 09 10 00 AM	27 9812783333333	-81 92446	
1325	VALLEY HILL DR	E26F	95G006851	0001034C41M120479501973	V7201110 19 43 AM	27 9770483333333	-81 9448233333333	10/7/2011 11 01 53 AM	27 9794666666667	-81 94099	
7311	SOUTHGLEN LN	E26F	65G00187	0001034C41M12047650068A	V7201111 54 42 AM	27 9768483333333	-81 9361533333333	10/7/2011 12 11 09 PM	27 9824566666667	-81 937575	
910	E POLLOCK RD	E26F	95G00242	0001034C41M120479500977	V7201110 33 28 PM	27 9824766666667	-81 9225633333333	10/7/2011 09 24 55 AM	27 98973	-81 928215	
1811	STONECREST CT	E26F	65G000280	0001034C41M120476500AF6	V7201111 54 17 AM	27 98337	-81 9264766666667	10/7/2011 07 01 05 AM	27 97542	-81 93196	

Customer Responsibilities and Warranties – Rehrig Pacific All-In-One RFID Readers

Customer must establish which individuals will be responsible for maintaining the truck systems and data reporting on a daily basis. Rehrig Pacific will provide training, troubleshooting guides, and technical support to help these individuals carry out the responsibilities outlined below.

Installation: The customer will make the power supply available and mount brackets/RFID Readers to Collection Vehicles.

Perform Daily Truck Systems Checks:

- Establish a standard operating procedure that requires each truck operator to perform a daily system check on the RFID reading system on their truck to verify that the system powers up and will read a tag before the truck goes out of the yard and begins collecting containers. It is recommended that a couple of containers with RFID tags be kept in the yard so that operators can use them to perform these daily system checks.
- Supervisors should be made responsible for making sure that truck operators follow through with their daily system checks and that truck operator's report any truck system issues to them before a truck leaves the yard.

Perform Daily Data Download Checks:

- Establish a standard operating procedure for office personnel and/or supervisors to:
 - Log into CARTS on a daily basis and use the daily collection reports to verify that each truck that was on a route that day or the day before successfully downloaded the data that it collected that day;
 - Document Daily Data Download Checks by using a daily score card or e-mail to key individuals that summarizes which trucks successfully downloaded data for a given day and how many tags were read;
 - If a truck system does not completely download its collection data, it must be the responsibility of the individual performing data checks to notify the person responsible for maintaining the trucks systems as to which truck(s) did not download data so that they can start the trouble shooting process immediately.

Rehrig Pacific All-In-One RFID Reader Warranty

Warranty on the Rehrig Pacific All-In-One RFID Reader

- The warranty on the Rehrig Pacific All-In-One RFID Reader provides for all parts repair or replacement costs for failures due to any defects in materials and workmanship under normal use and service, to the original purchaser only, for a period of 1 year commencing on the date of the delivery to the customer. Optional extended warranty coverage is available for purchase by the customer, at a price for each additional year of coverage. The price for additional years of warranty coverage will be determined based on the RFID systems and ancillary options chosen by the customer. These options will be outlined after the RFID systems have been specified for the specific application.
- The warranties on these devices will provide for all parts replacement costs associated with the repair or replacement of these devices at a Rehrig Pacific designated repair center.
- The customer is responsible for the cost associated with packing and shipping of any failed units to the designated repair center, the shipment address will be provided at time of reported failure.
- The turnaround time commitment for repair of these units under a warranty repair process is 5 business days or less from the time of receipt of failed unit at the designated Rehrig repair center to time of shipment of repaired or replacement unit.
- The customer will be responsible for removing the damaged/malfunctioning reader from the collection vehicle, properly packaging and shipping the device to the repair center. Once returned, the customer will be required to re-install the device following the original installation specifications provided by Rehrig Pacific.
- This warranty does not cover damage that is the result of the improper use of the equipment, abuse, or the lack of reasonable care and maintenance of the unit.
 - Any reader repairs or replacements necessary due to improper use, abuse, the lack of reasonable care and/or for readers outside of their warranty will be quoted and billed for accordingly.

Service and Support is Provided in Three Tiers

1. Tier One – Phone Support
 - Phone support will be provided during normal business hours from 8 AM to 5 PM to answer any questions regarding the equipment, its installation and operation as well as to offer basic troubleshooting instructions.
2. Tier Two - Remote System Monitoring and Diagnostics
 - The systems will be delivered to the customer with capabilities for Rehrig Pacific Support Personnel to remotely connect to any of the RFID Readers for the purposes of diagnostic analysis, configuration management, system performance monitoring, and problem resolution management.
3. Tier Three – Customer Whole Unit Repair/Replacement
 - It is recommended that the customer have their maintenance personnel trained on how to perform basic primary system unit replacements. Customer training for these primary systems unit replacements will be provided to the customer maintenance personnel at time of installation.

Spares Inventory and Management

1. It is recommended that the customer purchase their own additional "Spare RFID Readers" as an option for immediate system replacements and service during any Warranty Repair and Service response times from the Rehrig support teams.

EXHIBIT 7

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CORAL
SPRINGS AND BROWARD COUNTY FOR SOLID WASTE DISPOSAL
SUPPORT SERVICES**

Not applicable

EXHIBIT 8

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

Executed
Final

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

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

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

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

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

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

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

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

ARTICLE 1 **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

DISPOSAL SERVICES

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

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

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

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

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

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

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

ARTICLE 3

TERM OF AGREEMENT

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

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

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

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

ARTICLE 4 **SERVICE FEE**

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

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

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

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

4.5 Payment Procedure.

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

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

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

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

4.6 Revenue Share

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

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

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

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

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

ARTICLE 5 **OPERATION OF DISPOSAL FACILITY**

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

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

5.3 Alternate Disposal Facility Associated Costs.

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

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

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

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

5.6 **Unacceptable Waste.**

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

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

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

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

5.7 Energy Production and Recycling Guarantee.

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

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

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

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

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

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

ARTICLE 6 **DEFAULT**

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

ARTICLE 7 **INSURANCE**

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

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

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

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

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

ARTICLE 8

LIABILITY

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

ARTICLE 8
MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

FOR THE COUNTY:
Broward County Governmental Center
Room 408
115 South Andrews Avenue
Fort Lauderdale, Fl. 33301

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

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

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

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

ARTICLE 10 REPRESENTATIONS

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

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

ARTICLE 11

CRIMINAL BACKGROUND DISCLOSURE

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

ARTICLE 12

PIGGYBACK

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

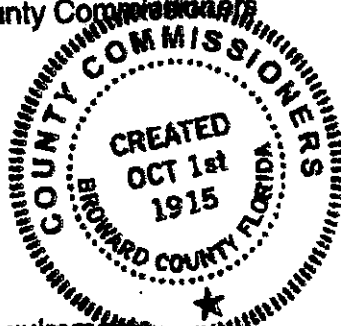
(remainder of page left intentionally blank)

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

BROWARD COUNTY, by and through
its Board of County Commissioners

ATTEST:

to
[Signature]
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

By: [Signature]

Mayor

26th day of June, 2012

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

By [Signature]

6/20/12
(Date)

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

By [Signature]

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

By [Signature]

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

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

CONTRACTOR:

WHEELABRATOR ENVIRONMENTAL
SYSTEMS INC.

ATTEST:

Secretary

(SEAL)

By: David Beavers
Printed Name: David Beavers
Title: Vice President
20th day of June, 2012

OR

WITNESSES:

William B. Roberts
Witness 1 Signature

William Roberts
Witness 1 Print/Type Name

Emily Kahn
Witness 2 Signature

Emily Kahn
Witness 2 Print/Type Name

NMP:PAB:slw
6/31/12
WheelabratorFinal5-30-12

EXHIBIT "A"
DISPOSAL SERVICES FEE

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

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

Exhibit "B"

GUARANTY

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the County:

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

With a copy to:

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

If to the Guarantor:

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

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

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

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

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

[Remainder of page intentionally left blank]

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

WASTE MANAGEMENT, INC.

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

By: *Devina Rankin*
Name: Devina Rankin
Title: Assistant Treasurer

Witnesses:

[SEAL]

BROWARD COUNTY, FLORIDA

By: _____
Name: _____
Title: _____

EXHIBIT "C" PARTICIPATING COMMUNITIES

EXHIBIT "D"
FORM INVOICE



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

Customer: [REDACTED]
Account Number: [REDACTED]
Invoice Date: [REDACTED]
Invoice Number: [REDACTED]
Due Date: [REDACTED]
WM ezPay Account ID: [REDACTED]

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05/22/2012
0003466-0811-8
Due Upon Receipt

Date	Ticket	Description	Quantity	Unit	Rate	Amount
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167037	Vehicle:sw2867				
		Spot msw	11.95	TON		
		Ticket Total				
05/18/12	167091	Vehicle:sw1350				
		Spot msw	15.16	TON		
		Ticket Total				
05/19/12	167163	Vehicle:sw1750				
		Spot msw	10.85	TON		
		Ticket Total				
05/19/12	167180	Vehicle:sw1989				
		Spot msw	11.88	TON		
		Ticket Total				
05/19/12	167189	Vehicle:js1763				
		Spot msw	6.84	TON		
		Ticket Total				
04/21/12	167576	Vehicle:sw3232				
		Spot msw	6.38	TON		
		Ticket Total				
05/22/12		Late fee 1.5% N20				
Total Current Charges						

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

EXHIBIT 9

**AGREEMENT BETWEEN SUN-BERGERON AND BROWARD COUNTY,
FLORIDA FOR SOLID WASTE DISPOSAL SERVICES**

AGREEMENT
BETWEEN
SUN-BERGERON SOLID WASTE SERVICES (SUN-BERGERON) JV,
A FLORIDA JOINT VENTURE
AND
BROWARD COUNTY
FOR
SOLID WASTE DISPOSAL SERVICES

This Agreement is made and entered into this 26th day of June, 2012, by and between Bergeron Environmental and Recycling, LLC, a Florida limited liability company AND Sun Recycling, LLC, a Florida limited liability company, doing business as SUN-BERGERON SOLID WASTE SERVICES ("Sun-Bergeron") JV, a Florida Joint Venture (hereinafter referred to as "Contractor"), and BROWARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WHEREAS, On March 27, 2012, Broward County Board of County Commissioners unanimously voted to authorize negotiations with Wheelabrator Technologies, Inc. and Sun-Bergeron for a solid waste disposal agreement; and

WHEREAS, Contractor and the County desire to enter into this Agreement (the "Agreement") to provide for the disposal of solid waste generated within certain geographic boundaries of Broward County and to set forth how such solid waste disposal services will be provided; and

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

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

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

NOW THEREFORE, in consideration, among other things, for County enabling municipalities to Piggyback on this Agreement immediately, for County's commitment to draft and present an Interlocal Agreement offering centralized billing and other services to Participating Communities and the mutual covenants, promises, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Contractor and the County do hereby agree as follows:

ARTICLE 1 DEFINITIONS

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

"Bulk Waste" shall refer to any non-vegetative item that cannot be containerized, bagged, or bundled including, but not limited to, white goods, discarded refrigerators, ranges, pool heaters, water softeners, pianos, washers, dryers, water heaters, bicycles, and other similar appliances, electronics, mattresses, household goods, furniture, large boxes, barrels and crates, and shall not be commingled with vegetative waste or any other type of refuses and as otherwise defined under Section 403.703, Florida Statutes or applicable regulations promulgated thereunder (Class III Waste).

"Broward Waste" shall refer to Commercial Waste and Residential Waste generated within the unincorporated portions of Broward County and those governmental entities listed in Exhibit "D" attached hereto and made a part hereof

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

"Commercial Waste" shall refer to all waste, refuse, garbage, trash and rubbish generated within the unincorporated portions of Broward County and the Participating Communities listed on Exhibit "D" from non-residential property and that is capable of being processed at the Waste Processing Facility(ies), but shall not include Residential Waste as defined herein, construction and demolition debris, tropical storm or hurricane related debris, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

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

"Construction and Demolition Debris" shall refer to 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 includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from

construction of structures at a site remote from the construction or demolition project site as defined under Section 403.703, Florida Statutes, or applicable regulations promulgated thereunder.

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

"Disposal Services" refers to everything required to be furnished and done by the Contractor pursuant to this Agreement. Disposal Services include, but are not limited to, the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and kinds of services whatsoever necessary for the receipt, processing, transferring, transporting and disposal of Broward Waste or Additional Waste, as defined in Section 3.1, and any associated residual materials.

"Disposal Services Fee" shall mean the per-ton (or per cubic yard as appropriate) rate charged by the Contractor for providing the Disposal Services in accordance with this Agreement and set forth on Exhibit "A" attached hereto and made a part hereof.

"Disposal Services Fee Adjustment Factor" shall refer to the adjustment that shall be applied to the Disposal Services Fee on an annual basis, as calculated pursuant to Section 6.2.

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

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

- (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- (b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a Waste Processing Facility or Materials Recovery Facility, or Solid Waste

Disposal Facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;

(c) any change in law (other than to the extent that Contractor's physical ability to process Broward Waste is eliminated due to a change in law);

(d) loss or unavailability of personnel desired by Contractor to operate or maintain a Waste Processing Facility or Materials Recovery Facility;

(e) wear and tear or obsolescence of any parts or equipment utilized in or at a Waste Processing Facility or Materials Recovery Facility; or

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

"Hazardous Waste" means any waste, substance, object or material deemed hazardous under (i) Section 403.703, Florida Statutes; (ii) RCRA, 42 U.S.C.A § 8901, et seq.; (iii) CERCLA, 42 U.S.C.A. § 9601, et seq; (iv) Toxic Substances Control Act, 15 U.S.C. §2601, et seq., and in each case, applicable regulations promulgated thereunder.

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

"Licensed Commercial Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Commercial Waste generated from non-residential property within the Participating Communities and to deliver the Commercial Waste to the Waste Processing Facility(ies).

"Licensed Residential Waste Hauler(s)" shall refer to the private haulers that are permitted to conduct collection and hauling of Residential Waste within the Participating Communities and that are directed to dispose of Residential Waste pursuant to this Agreement.

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

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

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

"Residential Waste" shall refer to all waste, refuse, garbage, trash and rubbish generated within the unincorporated portions of the County and Participating Communities listed on Exhibit "D" from "residential property" as such term or equivalent term is defined by the County with respect to the unincorporated County and by each Participating Community with respect to waste generated within such Participating Community) and that is capable of being processed at the Waste Processing Facility(ies), but shall not include construction and demolition debris, tropical storm or hurricane related debris, recyclable material that is source separated (removed from the waste stream at the point of generation) and recycled, or Unacceptable Waste.

"Solid Waste Disposal Facility(ies)" shall refer to any solid waste management facility that is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste, under Section 403.703, Florida Statutes, or applicable regulations promulgated thereunder.

"Unacceptable Waste" shall refer to (a) Hazardous Waste, (b) cleaning fluids, hazardous paints, acids, caustics, poisons, radioactive materials, fine powdery earth used to filter cleaning fluid, and refuse of similar nature; (c) any item of waste exceeding six feet in any one of its dimensions or being in whole or in part a solid mass, the solid mass portion of which has dimensions such that a sphere with a diameter of eight inches could be contained within such solid mass portion; (d) all large household appliances, commonly referred to as "white goods" including, without limitation, refrigerators, stoves, washing machines, drying machines, water heaters, and the like; (e) any controlled substances regulated under the Controlled Substances Act, 21 USC 801 et seq., or any equivalent state law; (f) small appliances containing chlorofluorocarbons (CFCs) including, without limitation, air conditioners, water coolers, and dehumidifiers; and (g) all other items of waste which a Company reasonably believes would be likely to pose a threat to health or safety or the acceptance and disposal of which may cause damage to the Waste Processing Facility(ies) or be in violation of any judicial decision, order, action, permit, authorization, license, approval or registration of any federal, state or local government or any agency thereof, or any other regulatory authority or applicable law or regulations. For purposes of the disposal of Bulk Waste as provided for in Article 3 of this Agreement, any solid waste that otherwise meets the definition of Bulk Waste, may be delivered to Contractor even if it would be otherwise classified as Unacceptable Waste.

"Waste Processing Facility(ies)" shall refer to the facilities set forth on Exhibit "B" attached hereto and made a part hereof.

"Yard Trash" shall refer to any waste, substance, object or material deemed yard trash under Section 403.703, Florida Statutes or applicable regulations promulgated thereunder, including vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

ARTICLE 2
DISPOSAL SERVICES FOR BROWARD WASTE

- 2.1 Selection of Waste Services.** While Contractor must offer to provide disposal services for Broward Waste under this Agreement, each Participating Community may select Contractor's disposal services for any individual component of its solid waste to be disposed of under this Agreement, including its Broward Waste or individual components of Additional Waste. For example, a Participating Community may select Contractor to provide disposal services for its Additional Waste, or only its Construction and Demolition Debris portion for Additional Waste without also selecting Contractor to provide disposal services for its Broward Waste.
- 2.2 Contractor Services for Broward Waste.** Contractor shall, at the option of each Participating Community, provide solid waste Disposal Services to the Participating Communities and shall accept and weigh all Broward Waste delivered by the Participating Communities, and the Licensed Waste Haulers for processing at the Waste Processing Facility(ies) and disposal at the Solid Waste Disposal Facility(ies) during the Initial Term or any Renewal Term of, and in accordance with, this Agreement.
- 2.3 Delivery of Broward Waste.** Participating Communities shall deliver or cause to be delivered to the Waste Processing Facility(ies) all Broward Waste collected by the Participating Communities, and the Licensed Waste Hauler(s). The Interlocal Agreement shall include an obligation by the Participating Communities to comply with the applicable provisions of Articles 2 and 3.
- 2.3.1 Residential Waste delivered by Participating Communities.** If Participating Communities collect the Residential Waste and haul the Residential Waste to Contractor, Participating Communities, shall be responsible for Unacceptable Waste brought to the Waste Processing Facility(ies).
- 2.3.2 Residential Waste delivered by Licensed Residential Waste Hauler.** Waste hauling contracts for the collection of Residential Waste, including any renewal of existing waste hauling contracts, entered into by Participating Communities and a Licensed Residential Waste Hauler after the Effective Date of this Agreement shall include the following: (a) the definition of Residential Waste set forth in this Agreement, (b) Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste brought to Waste Processing Facility(ies), (c) Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering waste on behalf of the Participating Communities, (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Residential Waste to the Waste Processing Facility(ies) or as

otherwise provided pursuant to Section 7.3, and (e) hours of operation for the Waste Processing Facility(ies) during which the Licensed Residential Waste Hauler shall be authorized to deliver Broward Waste to the Waste Processing Facility(ies).

2.3.3 Commercial Waste delivered by Licensed Commercial Waste Haulers. Each Participating Communities shall require Licensed Commercial Waste Haulers to execute a License Agreement that sets forth the payment procedure in Article 6 for Commercial Waste Disposal Services and requires the Licensed Commercial Waste Hauler(s) to deliver all collected Commercial Waste to be processed at the appropriate Waste Processing Facility(ies) or as otherwise provided pursuant to Section 7.3. In addition, each Directly Billed Participating Community shall require the Licensed Commercial Waste Hauler(s) to provide a performance and payment bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for such Directly Billed Participating Community calculated pursuant to Article 6 and based on the sixty (60) day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding the execution of the License Agreement between County and/or Participating Communities and Licensed Commercial Waste Hauler(s) entered into after the Effective Date of this Agreement. The sufficiency of the value of the performance and payment bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations hereunder. A licensed Commercial Waste Hauler providing services for multiple Directly Billed Participating Communities may provide one aggregate bond meeting the requirement set forth herein.

2.3.4 For purposes of enforcing the obligations of the Licensed Residential Waste Hauler(s) and Licensed Commercial Waste Hauler(s) in Sections 2.2.2 and 2.2.3 of the Agreement, Contractor shall be considered a third party beneficiary as to any of the Participating Communities.

2.4 Weighing Waste. Contractor shall utilize and maintain motor truck scales at the Waste Processing Facility(ies) to weigh the Licensed Waste Haulers' vehicles delivering Broward Waste to the Waste Processing Facility(ies). Contractor shall weigh the Licensed Waste Haulers' vehicles upon entering and exiting the Waste Processing Facility(ies) site, with the weight difference resulting in the tons of Broward Waste actually delivered. Contractor will keep and regularly maintain accurate and calibrated motor truck scales for the weighing of all Broward Waste. The motor truck scales shall be recalibrated from time to time during the Initial Term and any Renewal Term(s) of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

- 2.5 **Monthly Reports.** Contractor shall provide monthly reports to the County, within ten (10) days after the end of the subject month, that include the number of tons of Broward Waste actually delivered to the Waste Processing Facility(ies) for the subject month listing the delivering party's name (County or Licensed Waste Hauler(s)) and the number of transactions for each delivering party. Such reports shall be provided in a form reasonably acceptable to the County which form shall be agreed upon by the County and Contractor prior to the Commencement Date. Upon request, Contractor shall provide monthly reports to Participating Communities detailing deliveries of Broward Waste made by or on behalf of such Participating Communities.

ARTICLE 3

DISPOSAL SERVICES FOR BULK, YARD, AND C&D (ADDITIONAL WASTE)

- 3.1 **Contractor Services for Additional Waste.** Contractor may, at the option of each Participating Communities, provide solid waste disposal services for Bulk Waste, Yard Trash, or Construction and Demolition Debris (C&D) (collectively "Additional Waste"), to the County or Participating Communities and shall accept and weigh all Additional Waste delivered by the County, Participating Communities, or the Licensed Waste Haulers for processing at the Material Recovery Facility(ies) during the Initial Term or any Renewal Term of, as set forth in Exhibit B.
- 3.2 **Delivery of Additional Waste.** Participating Communities may deliver or cause to be delivered to the Materials Recovery Facility(ies) Additional Waste collected by the Participating Communities, or the Licensed Waste Hauler(s).
- 3.2.1 If a Participating Community collects the Additional Waste and hauls the Additional Waste to Contractor, the Participating Community shall be responsible for Unacceptable Waste brought to the Materials Recovery Facility(ies).
- 3.2.2 **Additional Waste by Licensed Residential Haulers.** Should the Participating Communities desire to use Contractor for solid waste disposal services for Additional Waste, then Participating Communities' waste hauling contracts for the collection of Residential Additional Waste, including any renewal of existing Additional Waste hauling contracts, entered into by the Participating Communities and a Licensed Residential Waste Hauler after the Effective Date of this Agreement shall include the following: (a) the definition of Additional Waste set forth in this Agreement, (b) Licensed Residential Waste Hauler's obligation to be responsible for Unacceptable Waste brought to Additional Waste Processing Facility(ies), (c) Licensed Residential Waste Hauler's obligation to indemnify Contractor and add Contractor as additional insured for all losses for death, personal injury, and property damage caused by the negligence or intentional misconduct of Licensed Residential Waste Hauler delivering Additional Waste on behalf of the County or Participating Communities, (d) a requirement for the Licensed Residential Waste Hauler(s) to deliver all collected Additional Waste to the Materials Recovery Facility(ies) or as otherwise provided

pursuant to Section 7.2, and (e) hours of operation for the Materials Recovery Facility(ies) during which the Licensed Residential Waste Hauler shall be authorized to deliver Additional Waste to the Materials Recovery Facility(ies).

3.2.3 Additional Waste. Should a Participating Community desire to use Contractor solid waste disposal services for Additional Waste, then the Participating Community shall require Licensed Commercial Waste Haulers to execute a License Agreement with the Participating Community that sets forth the payment procedure in Section 6.5 for Additional Waste Disposal Services, and requires the Licensed Commercial Waste Hauler(s) to deliver all collected Additional Waste to the appropriate Materials Recovery Facility(ies) or as otherwise provided pursuant to Section 7.2. In addition, each Directly Billed Participating Community shall require the Licensed Commercial Waste Hauler(s) to provide a performance and payment bond (in a form and from an issuer reasonably acceptable to Contractor) in favor of Contractor in an amount that covers a ninety (90) day Disposal Services Fee payment period for Commercial Waste Disposal Services for such Directly Billed Participating Community calculated pursuant to Article 6 and based on the sixty (60) day average tonnage of Commercial Waste delivered by the Licensed Commercial Waste Hauler(s) to Contractor during the twelve (12) month period immediately preceding execution of the license agreement between Participating Community and Licensed Commercial Waste Hauler(s) entered into after the Effective Date of this Agreement. The sufficiency of the value of the performance and payment bond shall be reviewed on an annual basis and the required bond value may be increased or decreased based on an increase or decrease in a Licensed Commercial Waste Haulers' Commercial Waste delivery obligations hereunder. A licensed Commercial Waste Hauler providing services for multiple Directly Billed Participating Communities may provide one aggregate bond meeting the requirements set forth herein.

3.2.4 For purposes of enforcing the obligations of the Licensed Residential Waste Hauler(s) and Licensed Commercial Waste Hauler(s) in Sections 3.2.2 and 3.2.3 of the Agreement, Contractor shall be considered a third party beneficiary as to any of the Participating Communities.

3.3 Weighing or Measuring Waste. Contractor shall utilize and maintain motor truck scales at the Materials Recovery Facility(ies) to weigh the Licensed Waste Haulers' vehicles delivering Additional Waste to the Materials Recovery Facility(ies). Contractor shall weigh (or measure, if appropriate) the Licensed County Waste Haulers' vehicles upon entering and exiting the Materials Recovery Facility(ies) site, with the weight difference resulting in the tons (or cubic yards, if appropriate) of Additional Waste actually delivered. Contractor will keep and regularly maintain accurate and calibrated motor truck scales for the weighing of all Additional Waste. The motor truck scales shall be recalibrated from time to time during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

- 3.4 **Monthly Reports.** Contractor shall provide monthly reports to the County, within ten (10) days after the end of the subject month, that include the number of tons (or cubic yards, if appropriate) of each category of Additional Waste actually delivered to the Materials Recovery Facility(ies) for the subject month listing the delivering party's name (County or Licensed County Waste Hauler(s)) and the number of transactions for each delivering party. Such reports shall be provided in a form reasonably acceptable to the County which form shall be agreed upon by the County and Contractor prior to the Commencement Date. Upon request, Contractor shall provide monthly reports to a Participating Communities detailing deliveries of Additional Waste made by or on behalf of such Participating Communities.

ARTICLE 4 RECYCLING PERCENTAGES

- 4.1 The State of Florida has established a statewide goal to recycle at least 75% of all solid waste that would otherwise be disposed of in waste management facilities, landfills, or incineration facilities. As the State recognizes that it will take a comprehensive program to achieve the 75% recycling goal by 2020, Participating Communities may use the disposal services of Contractor for some or all of the disposal services for solid waste under this Agreement, including for Broward Waste, Bulk Waste, Yard Trash, or Construction and Demolition Debris.
- 4.2 Contractor guarantees that it shall achieve an annual recycling rate for all Solid Waste, including Broward Waste and Additional Waste, in excess of 75 percent as defined by Chapter 403, Florida Statutes, and its applicable regulations promulgated thereunder. Such recycling rate shall be verified based upon the policies and procedures of the State of Florida Department of Environmental Protection.
- 4.3 Contractor shall provide evidence of such recycling rate monthly by providing copies of materials required to be submitted to the State of Florida Department of Environmental Protection for such purposes. Should Contractor fail to comply with this recycling guarantee of 75 percent of Contractor's operations on an annual basis, then it shall pay County an annual penalty of \$250,000 within thirty (30) days of the end of the applicable 12 month period, regardless of the number of municipalities or other government entities that may participate under this Agreement. This amount shall not increase based on the participation of other municipalities to this Agreement.

ARTICLE 5 TERM OF AGREEMENT

- 5.1 **Initial Term.** This Agreement shall take effect upon the Effective Date, and the term of the Agreement shall begin upon the Commencement Date and continue

for a five (5) year period of time ("Initial Term"), unless renewed pursuant to Section 5.2 or terminated pursuant to Section 7.

- 5.2 **Renewals.** This Agreement may be renewed for up to three (3) additional five (5) year terms (each renewal is a "Renewal Term") upon mutual written consent by the County and Contractor at least eight (8) months prior to the expiration of the Initial Term or subsequent Renewal Term.
- 5.3 **Termination and Extension.** This Agreement shall only be terminated as provided in Section 5.4 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's material breach or County's material breach not due to County's non-payment, County shall have the right to an extension of Disposal Services for up to twelve (12) months provided that the County specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event County exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the Disposal Services Fees in effect at the time of such termination. County shall not be entitled to an extension of Disposal Services if Contractor terminates this Agreement due to County's material breach for failure to make payment to Contractor in accordance with this Agreement. Notwithstanding any language herein to the contrary, County and Contractor retain their rights during any such extension to seek damages for material breach of this Agreement by either party.
- 5.4 **Material Breach.** In the event there should occur any material breach in the performance of any covenant or obligation of a party hereunder that has not been remedied within thirty (30) days after receipt of notice from the non-breaching party specifying such breach, the non-breaching party may, if such breach is continuing, terminate this Agreement upon thirty (30) days' notice to the party in breach; provided that if such breach is not a payment breach and can be cured, and the party in breach shall have commenced to take reasonably appropriate steps to cure such breach within a reasonable period of time, the same shall not give rise to a right of termination on behalf of the non-breaching party for so long as the breaching party is continuing to take reasonable steps to cure such breach.

ARTICLE 6 SERVICE FEE

- 6.1 **Disposal Services Fee.** Ten (10) days after the last day of each operating month, the Contractor shall invoice the County for Centrally Billed Participating Communities and Participating Community for Directly Billed Participating Community for Residential Waste Disposal Services and the County for Centrally Billed Participating Communities or the Licensed Commercial Waste Hauler(s)

for Commercial Waste Disposal Services based upon the per ton (or per cubic yard, as appropriate) Disposal Services Fee, as set forth in attached Exhibit "A."

- 6.2 Disposal Services Fee Adjustment Factor. On the first March 1 after the one year anniversary of the Commencement Date of this Agreement and on each March 1 thereafter, the Disposal Services Fee shall be subject to adjustment with a cap not to exceed 5% and a floor of not less than 1% effective the following October 1, by multiplying the Disposal Services Fee by the Disposal Services Fee Adjustment Factor as set forth in this Section 6.2. The result of the calculation shall become the maximum Disposal Services Fee permitted to be charged by Contractor to County for the twelve (12) months following the Disposal Services Fee adjustment. The twelve (12) month change (using the month of the Commencement Date of each year as the base month) in the Bureau of Labor Statistics Index Series ID CWUR0000SAO, Consumer Price Index – Urban Wage Earners and Clerical Workers, shall be used to calculate the Disposal Services Fee Adjustment Factor subject to and not to exceed the 5% cap and 1% floor for any year.

6.3 Most Favored Price Provision.

6.3.1 In the event that Contractor subsequently enters into an agreement for a term of more than twelve (12) months (including renewal and option periods) for the disposal of solid waste, excluding Additional Waste, generated anywhere within Broward, Miami-Dade or Palm Beach County (an "Eligible Agreement"), Contractor shall provide the County with a copy of the Eligible Agreement within sixty (60) days of execution thereof. If the County determines that the contract includes a Net Disposal Fee that is less than the Disposal Services Fee set forth herein, the County may provide written notice to Contractor of such determination, and, if the County does so, the Disposal Services Fee shall automatically be reduced for all Participating Communities to the Net Disposal fee set forth in the Eligible Agreement, such change to be effective retroactively as of the effective date of Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the lower Net Disposal Fee (subject to annual adjustments as provided in Section 6.2). Excluded from the definition and calculation of Net Disposal Fee for the purposes of this subsection shall be revenue share, not to exceed \$2 (two) per ton, payable solely to the City of Miramar pursuant to any agreement entered into between Contractor and City of Miramar as a result of Miramar RFP # 11-03-10 ("RFP") so long as the agreement includes an "Unusual Conditions" clause in substantially the form contained in the RFP.

6.3.2 For the purposes of this Agreement, the "Net Disposal Fee" offered under the Eligible Agreement shall be the actual per-ton cost offered by Contractor to the other party to the Eligible Agreement. In calculating the Net Disposal Fee all "Economic Incentives" which are defined to mean monies, economic benefits and consideration received by the other party of whatever nature (e.g. signing bonus, revenue sharing, other credits, etc.) shall be taken into account by reducing the

per-ton cost by the amount of the Economic Incentives to determine the Net Disposal Fee. Any actual costs associated with disposal which are required to be paid by the other party (e.g. pass throughs, etc.) shall be included in the calculation of Net Disposal Fee.

6.3.3 Discriminatory Tax Adjustments. If the State of Florida, Broward County, or any City within Broward County, enacts a tax or fee applicable only to solid waste, or specifically targets Contractor as the owner or operator of one of its Facilities being used under this Agreement, then the Disposal Services Fee shall be increased by the pro-rata amount (or the "net disposal fee" shall be increased, if applicable) (based upon the amount of Broward Waste or Additional Waste as a proportion of all waste delivered to the Facility) of the tax or fee attributable to the disposal of solid waste pursuant to this Agreement. No adjustments shall be made under this Section for any County or City wide ad valorem real or personal property taxes.

6.4 Payment Procedure.

6.4.1 County shall pay for Centrally Billed Participating Communities and Participating Community shall pay for Directly Billed Participating Communities Contractor, on a monthly basis, commencing on the 25th day of the month following the first full month of the Initial Term, and the 25th day of each month, the Disposal Services Fee for Residential Waste (based on actual weights from certified scales) for all Residential Waste that passes over the certified scales during the immediately preceding month.

6.4.2 On the 10th day of each month commencing the month following the first full month of the Initial Term, Contractor shall deliver to County for Centrally Billed Participating Communities and Participating Community for Directly Billed Participating Community a Disposal Services Fee Invoice, in substantially the form attached hereto as Exhibit "E," together with a monthly report reflecting the tonnage of Residential Waste for the immediately preceding month. The report shall cover (for each month) from the first day of the month to the last day of the month. The monthly report and the monthly invoices shall be delivered to on the 10th day of each month. All payments due hereunder shall be paid to Contractor without demand, offset or deduction by the 25th day of each month.

6.4.3 Any monthly payment or other payments shown to be due and owing to Contractor in the monthly invoices described herein shall be paid on the 25th day of such monthly invoice. Interest on untimely monthly payments shall be made consistent with the Florida Prompt Payment Act, Florida Statutes 218.70-218.80.

6.4.4 On a bi-weekly basis, Contractor shall calculate the amount of Disposal Services Fee owed to the Contractor by the Licensed Commercial Waste Hauler(s) for Commercial Waste Disposal Services, based on the provisions of this Agreement, and shall submit an invoice to the Licensed Commercial Waste

Hauler(s) for payment. The invoice to the Licensed Commercial Waste Hauler(s) shall be due within fifteen (15) days of receipt.

6.4.5 Residential Waste Disposal Services. If the County or Directly Billed Participating Community, as applicable disagrees with the amount stated in the invoice for Residential Waste Disposal Services, the County or Directly Billed Participating Community, as applicable shall notify the Contractor of such dispute. The County or Directly Billed Participating Community, as applicable shall make payment to Contractor of undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute (for amounts greater than \$25,000) by mediation before a mutually acceptable mediator. In the event that the parties are not able to resolve the dispute through mediation within forty-five (45) days, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations under this Agreement.

6.4.6 Commercial Waste Disposal Services. If the Licensed Commercial Waste Hauler(s) disagrees with the amount stated in the invoice for Commercial Waste Disposal Services, the Licensed Commercial Waste Hauler(s) shall notify the Contractor of such dispute. The Licensed Commercial Waste Hauler(s) shall make payment to Contractor of undisputed invoiced amounts within thirty (30) days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within forty-five (45) days of receipt of the invoice, the parties agree to work in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association and appoint a mutually acceptable mediator. In the event that the parties are not able to resolve the dispute through mediation, then the parties may resolve the dispute by availing themselves to litigation. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or, except as set forth herein, relieve Contractor of its obligations to County under this Agreement. In the event the Licensed Commercial Waste Hauler(s) fails to make payment to Contractor for Commercial Waste Disposal Services as required by this Agreement, Contractor shall notify the County of such non-payment and Contractor shall have the right to make a claim for payment under the performance and payment bond (required by Article 2.2.3(c)) for the properly invoiced outstanding amounts due for Commercial Waste Disposal Services pursuant to this Agreement. If the unpaid amount exceeds 80% of the performance and payment bond provided by the Licensed Commercial Hauler pursuant to Section 2.2.3 and then available to Contractor, Contractor shall be entitled to reject any Commercial Waste delivered by such Licensed Commercial Waste Hauler until such time as all unpaid amounts have been received by

Contractor and the Contractor is in possession of a performance and payment bond meeting the requirements of Section 2.2.3.

6.4.7 Contractor shall pay any Participating Community the amounts due for revenue share under Exhibit "A" to this Agreement within 5 days of receipt of payment from County or Participating Community for the Disposal Service Fee relating to the Additional Waste processed that causes such revenue share to become due. Payment of such amounts from County or Participating Community is a condition precedent to Contractor being liable for and making any payment of the related revenue share. If such payment of the Disposal Services Fee is being paid by the Participating Community entitled to the revenue share amount, then such Participating Community may deduct such revenue share amount directly from the actual payment to Contractor and the amount of such deduction should be reflected on the payment receipt.

ARTICLE 7 OPERATION OF WASTE PROCESSING AND MATERIALS RECOVERY FACILITY(IES)

- 7.1 Personnel and Equipment Requirement. Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Waste Processing and Materials Recovery Facility(ies).
- 7.2 Alternative Waste Processing or Materials Recovery Facility(ies). It is the intent of this Agreement that Broward Waste and Additional Waste shall be disposed at the most conveniently located Waste Processing or Materials Recovery Facility(ies) of Contractor as identified in Exhibit "B" so as to reduce transportation costs for County. In the event that any of these Waste Processing or Materials Recovery Facility(ies) are rendered incapable, for any reason, to receive the Broward Waste or Additional Waste that is to be delivered under this Agreement for any length of time, the Contractor must identify an alternative Waste Processing or Materials Recovery Facility for the disposal of Broward Waste or Additional Waste (the "Alternative Waste Processing or Materials Recovery Facility"). At the option of the County or Participating Community, rather than deliver its Broward Waste or Additional Waste to an Alternative Waste Processing or Materials Recovery Facility, the County or Participating Community may deliver Broward Waste or Additional Waste to another facility that is more conveniently located than such Alternative Facility. Reimbursements for any incremental tipping fee amount paid that exceed the Disposal Services Fee and for any actual and documented incremental cost for transportation of the Broward Waste or Additional Waste necessitated by the incapacity of any of the Waste Processing or Materials Recovery Facility shall be determined in accordance with Section 7.3 below.
- 7.3 Alternative Waste Processing or Materials Recovery Facility Associate Costs.

7.3.1 In the event that any designated Waste Processing or Materials Recovery Facility is rendered incapable to receive Broward Waste or Additional Waste for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of a Participating Communities or County's Licensed Waste Hauler, Contractor shall reimburse the Participating Communities or the Licensed Waste Hauler, as applicable, for any incremental tipping fee amount paid at the Alternative Waste Processing or Materials Recovery designated by Contractor pursuant to Section 6.2 that exceeds the Disposal Services Fee, and for any actual and documented incremental cost for transportation of the Broward's Waste or Additional Waste to such facility necessitated by the incapacity of Contractor's Waste Processing or Materials Recovery Facility.

7.3.2 In the event that the designated Waste Processing or Materials Recovery Facility(ies) is rendered incapable to receive the Broward Waste or Additional Waste for any length of time for any reason due to Force Majeure or the negligence or intentional misconduct of Participating Communities or Licensed Waste Hauler, the Participating Communities and the Licensed Waste Hauler shall not receive any reimbursement for any additional tipping fee paid at the Alternate Waste Processing or Materials Recovery Facility(ies) or transportation costs necessitated by the incapacity of Contractor's Waste Processing or Materials Recovery Facility(ies).

- 7.4 Solid Waste Disposal Facility(ies). Contractor shall utilize any of the Solid Waste Disposal Facility(ies) set forth on Exhibit "C" to this Agreement. Further, Contractor shall be able to add any other legally permitted Solid Waste Disposal Facility to Exhibit "C" during the Initial Term and any Renewal Term of this Agreement with the consent of the Participating Communities, which may not be unreasonably withheld or delayed.**
- 7.5 Dates and Hours of Operation. Contractor shall keep its Waste Processing Facility and Materials Recovery Facility(ies) open for the receipt of Broward Waste and Additional Waste from the County and/or Licensed Waste Hauler from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Waste Processing and Material Recovery Facility(ies) open for additional hours to accept Broward Waste or Additional Waste.**
- 7.6 Good Working Order Requirement. Contractor shall operate and maintain its Waste Processing and Additional Waste Facility(ies) in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing practices and standards in waste disposal industry and consistent with all applicable laws.**

7.7 Unacceptable Waste.

7.7.1 The Participating Communities shall institute all reasonable procedures to prevent the delivery to the Waste Processing or Materials Recovery Facility(ies) of Unacceptable Waste by the Participating Communities, or its agents or contractors. To the extent such procedures would affect the operation of the Waste Processing or Material Recovery Facility(ies), such procedures shall be reasonably acceptable to the Contractor.

7.7.2 The Contractor shall cooperate with the Participating Communities in connection with all matters regarding Unacceptable Waste under this Agreement. The Contractor shall use all reasonable efforts to identify the source of any Unacceptable Waste delivered to the Waste Processing or Materials Recovery Facility(ies).

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

- a. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Waste Processing or Materials Recovery Facility(ies) by or on behalf of the Participating Community, the costs associated with such removal, transport, disposal, and Waste Processing or Materials Recovery Facility(ies) clean-up shall be borne by the Participating Community, provided that Contractor shall use all commercially reasonable efforts to collect such amounts from the Person delivering Unacceptable Waste to the Waste Processing or Materials Recovery Facility(ies) before seeking recovery.
- b. Should the Person delivering such Unacceptable Waste be known or identified, and should such Person be a Person delivering waste to the Waste Processing or Materials Recovery Facility(ies) other than by or on behalf of the Participating Communities, the costs associated with such removal, transport, disposal and Waste Processing or Materials Recovery Facility(ies) clean-up shall be borne by Contractor.
- c. Should the Person delivering such Unacceptable Waste be unknown or unidentifiable, the costs associated with such removal, transport, disposal and Waste Processing or Materials Recovery Facility(ies) clean-up shall be borne by the Contractor.

7.8 Contractor shall ensure that the Waste Processing Facility(ies) and Materials Recovery Facilities will comply at all times with all applicable local, State and

Federal laws, regulations, permits and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions.

- 7.9 Prior to any Participating Community selecting Contractor to provide disposal services of Broward Waste or Additional Waste, such Participating Community shall request in writing that Contractor identify which Waste Processing Facility(ies) or Materials Recovery Facility(ies) will be the location for delivery of such waste. Contractor shall respond to such request within seven (7) business days by identifying in writing which Facility is available to accept such waste.

Upon written request from any Participating Community, Contractor shall identify in writing within 7 business days the Solid Waste Disposal Facility(ies) used for disposal of any residual waste after such Participating Community's Broward Waste or Additional Waste is processed by Contractor.

ARTICLE 8 CONDITIONS PRECEDENT

- 8.1 The Contractor will deliver on or before December 31, 2012, to County, the following documents. If Contractor fails to timely comply, then the County may terminate this Agreement without any further rights or obligations as to either party.

8.1.1 The Project Guarantee Agreement in a form reasonably acceptable to County executed by Southern Waste Holdings Management, LLC and Southern Waste Systems Holdings, LP and Bergeron Land Development, Inc., the parent companies of Sun Recycling, LLC and Bergeron Environmental and Recycling, LLC, respectively, guaranteeing the performance and obligations of this Agreement.

8.1.2 A fully executed Irrevocable Letter of Credit in a form reasonably acceptable to County in the amount equal to six (6) months of Disposal Services Fees based on the tonnages of Broward Waste.

8.1.3 Evidence acceptable to the County of all rights and approvals that are necessary for the operation of the Solid Waste Management Facility known as Sun Recycling 12 – 2380 College Avenue Materials Recovery Facility for the receipt of 750 tons per day of municipal solid waste (with a pending permit modification to accept up to 2,000 tons per day), as identified on Exhibit "B." The parties recognize that as of the execution of this Agreement several of Contractor's other Waste Processing Facilities are not operational and in the permitting process. Contractor shall timely advise County of the status of each Facility, including the amount of Broward Waste that it is ready to accept, so that other municipalities may determine whether to participate in this Agreement.

- 8.2 The parties acknowledge that County is relying, to its detriment, upon Contractor's ability to perform all conditions precedent. Should Contractor fail to timely satisfy all conditions precedent, County will suffer damages which may not

be readily calculable. Therefore, Contractor agrees that in addition to the right of termination provided for in Section 8.1, upon Contractor's failure to timely perform all conditions precedent, Contractor shall be obligated to pay to County, the sum of \$250,000.00. Any sums due pursuant to this Section shall be paid to County within thirty (30) days of Contractor's failure to timely perform the conditions precedent.

ARTICLE 9 INSURANCE

- 9.1 **Policy Limits.** Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this Section 9 and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the County Administrator. Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the Initial Term and any Renewal Term(s) of this Agreement for a minimum of three years from the date of termination or expiration of this Agreement:

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

- 9.2 **County as Additional Insured.** The County shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.
- 9.3 **Insurance Company Standards.** Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida with a minimum rating from AM Best Company of A- Excellent; F.S.C. VII.
- 9.4 **Notice of Cancellation.** Contractor agrees to furnish County with at least thirty (30) days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

- 9.5 **Minimum Level of Coverage.** To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under this Agreement, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Agreement in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under this Agreement during the Term of this Agreement and the three year period set forth in Article 9.1 of this Agreement.
- 9.6 **Premium Payment Responsibility.** Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 10 LIABILITY

- 10.1 The County and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- 10.2 The Contractor shall protect, indemnify and hold the County and each Participating Community, their officials, agents, servants and employees, harmless from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the County in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination arising out of the operation of Contractor's Waste Processing Facility(ies), or the performance (or non-performance) of Contractor of its obligations under this Agreement. Contractor is not, however, required by this Article 9.2 to reimburse or indemnify County or any Participating Community for loss or claim due to the negligence or willful misconduct of County.
- 10.3 To the extent that the Joint Venture is liable to the County under this Agreement, in addition to the liability of the Joint Venture itself and the liability under the Project Guarantee Agreement, each of the Joint Ventures shall be jointly and severally liable to the County.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Joint preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 11.2 **Merger/Amendment.** This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the

matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

- 11.3 Assignment. Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the County. The Contractor may (i) without the consent of the County, (a) transfer, assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement and performance bond to another affiliate of Contractor (provided that the Project Guarantee Agreement and letter of credit remains in place); and (ii) with the consent of the County, which may not be unreasonably withheld or delayed, assign this Agreement in connection with a sale or assignment of its interest in the Waste Processing or Materials Recovery Facility(ies), provided that Contractor can reasonably demonstrate that the assignee has sufficient financial strength and operating experience reasonably satisfactory to County at the time of the proposed assignment. This Agreement shall be binding on any and all successors to Contractor.
- 11.4 Records. Except as otherwise provided herein, the County and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 11.5 Audit and inspection rights and retention of records. Authorized representatives of County, which may also include any municipality which is a third party beneficiary to this Agreement, shall have the right to audit the books, records and accounts of Contractor reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 2.2 during normal business hours, upon County giving reasonable advance notice to Contractor, provided that each representative shall comply with all reasonable safety rules and regulations adopted by Contractor and shall not interfere with Contractor's options. Contractor agrees to keep and maintain records relating to evidence of each of its Waste Processing Facility(ies) environmental compliance and evidence of final disposal of Broward Waste or Additional Waste at the Solid Waste Disposal Facility(ies) used under this Agreement for a period of twenty (20) years. As an alternative to the twenty (20) year requirement, Contractor may deliver to the County copies of the above records upon the termination of this Agreement.

- 11.6 Access.** Authorized representatives of County, which may also include any municipality which is a third party beneficiary to this Agreement, shall have access and the ability to inspect the Waste Processing or Materials Recovery Facilities during normal business hours, upon County giving reasonable advance notice to Contractor, provided that each representative shall comply with all reasonable safety rules and regulations adopted by Contractor and shall not interfere with Contractor's options.
- 11.7 Permits and Licenses.** Contractor shall be responsible for the maintenance of all permits and licenses associated with the operations of the Waste Processing or Materials Recovery Facilities. Contractor shall at its sole cost and expense conduct such tests at such Facilities from time to time as shall be required by such permits and licenses, and shall send copies of the test results to County, when the test results are submitted to the state or federal regulatory agencies. Contractor also shall make such test results available for review and copying by County during normal business hours. Contractor shall not be deemed to have breached its obligations under the two preceding sentences in respect of any period during which it may in good faith be contesting the necessity of obtaining any such permit or license, or the validity or application of any requirement of or condition contained in any such permit or license, provided that during such period Contractor shall not otherwise be relieved from performing its obligations under this Agreement. Contractor also shall promptly furnish to County copies of any complaint, notice of violation or regulatory action upon receipt by Contractor regarding any permit, license or relating in any manner to Contractor's operations or Waste Processing or Materials Recovery Facilities pursuant to this Agreement.
- 11.8** Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless Contractor is notified in writing by County of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry.
- 11.9 Governing Law and Venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this

Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.

- 11.10 Severability. In the event a non-material portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 11.11 Independent contractor. Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the County. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 11.12 Notices. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

Sun-Bergeron Solid Waste Services (Sun-Bergeron) JV
c/o Sun Recycling, LLC
3251 SW 26th Terrace
Dania Beach, FL 33312
Attention: Anthony Lomangino;
Charlie Gusmano; Philip T. Medico, Jr.

With a copy to:

Sun-Bergeron Solid Waste Services (Sun-Bergeron) JV
c/o Bergeron Environmental and Recycling, LLC
19612 SW 69th Place
Pembroke Pines, FL 33332
Attention: Ronald M. Bergeron, Sr.; Ronald M. Bergeron, Jr; and Lonnie Bergeron

FOR THE COUNTY:

Broward County Governmental Center,
Room 409
115 South Andrews Avenue,

**Fort Lauderdale, FL 33301
Attention County Administrator**

**With a copy to:
Solid Waste and Recycling Division
1 N. University Drive
Suite 400
Plantation, FL 33324
Attention: Director Solid Waste and Recycling Services**

- 11.13 Third Party Beneficiaries.** Neither the County nor Contractor intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement unless as provided herein. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. Notwithstanding the foregoing, any Participating Communities under this Agreement shall have the same rights of that of the County, unless otherwise stated herein. The County acknowledges and agrees that the ILA shall include (i) an obligation on each Participating Community to comply with the applicable provisions of this Agreement and (ii) a provision making Contractor an express third party beneficiary of the ILA entitled to assert any rights available to the County related to a Participating Communities performance of the obligations specified in this Agreement.
- 11.14 Priority of Provision.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect.
- 11.15 Compliance with Laws.** The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.
- 11.16 Further Assurances.** The County and the Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.
- 11.17 Multiple Originals.** This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

- 11.18 Security. Contractor may request County to reduce, modify or eliminate the Parental Guaranty or Letter of Credit. County may consider such request and the approval or denial of such request shall be in the absolute and sole discretion of County.

ARTICLE 12 PIGGYBACK

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

ARTICLE 13 REPRESENTATIONS

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

ARTICLE 14
CRIMINAL BACKGROUND DISCLOSURE

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

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

BROWARD COUNTY, by and through its Board of County Commissioners

ATTEST:

for [Signature]
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners



Insurance requirements
approved by Broward County
Risk Management Division

By: [Signature]
Mayor
26th day of June, 2012

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

By [Signature] 6/21/12
(Date)

Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By [Signature] 6/21/12
Purvi A. Bhogaita (Date)
Assistant County Attorney

By [Signature] 6/21/12
Noel M. Pfeffer (Date)
Deputy County Attorney

AGREEMENT BY AND BETWEEN SUN-BERGERON SOLID WASTE SERVICES
(SUN-BERGERON) JV, A FLORIDA JOINT VENTURE AND BROWARD COUNTY
FOR SOLID WASTE DISPOSAL SERVICES

CONTRACTOR

SUN-BERGERON SOLID WASTE
SERVICES (Sun-Bergeron) JV, a
Florida Joint Venture

ATTEST:

Secretary

(SEAL)

By: 

Printed Name: Ronald M. Bergeron
Title: _____

19 day of June 2012

OR

WITNESSES:

Juan M. Garcia
Witness 1 Signature

Tina M. Garcia
Witness 1 Print/Type Name

Carole A. Woolley
Witness 2 Signature

Carole A. Woolley
Witness 2 Print/Type Name

NMP:PAB:slw

6/18/12

Sun-BergeronNDiaposSrvcFinal6-18-12

INDEX OF EXHIBITS

- Exhibit "A" - Disposal Services Fee**
- Exhibit "B" - Waste Processing and Materials Recovery Facility(ies)**
- Exhibit "C" - Solid Waste Disposal Facility(ies)**
- Exhibit "D" - Participating Communities**
- Exhibit "E" - Disposal Services Fee Invoice**

EXHIBIT "A"
DISPOSAL SERVICES FEE

INITIAL TERM

Municipal Solid Waste

Broward Solid Waste on a per ton basis at \$45.25 per ton.

Additional Waste

Bulk Waste on a per ton basis at \$52.00 per ton.

Revenue share for Bulk Waste of \$0.50 on a per ton basis with no minimum annual guarantee.

Construction and Demolition Debris on a per cubic yard basis at \$8.75 per cubic yard or on a per ton basis of \$37 per ton, at the option of each Participating Community.

Revenue share for Construction and Demolition Debris of \$0.25 on a per cubic yard basis or on a 1.00\$ per ton basis , depending on the method of measure by each Participating Community with no minimum annual guarantee.

Yard Trash on a per cubic yard basis at \$6.00 per cubic yard or on a per ton basis of \$28.00 per ton, at the option of each Participating Community.

Revenue share for Yard Trash \$0.25 on a per cubic yard basis or on a \$1.00 per ton basis, depending on the method of measure selected by each Participating Community with no minimum annual guarantee.

County, Participating Communities or Piggyback Communities may select any or all of these disposal services under this Agreement.

EXHIBIT "B"
WASTE PROCESSING FACILITY(IES)

<p align="center">Sun 12 College Avenue Waste Processing Facility 2380 College Avenue, Davis, FL 33317 Currently Permitted</p>
<p align="center">Sun 11 1750 SW 43rd Terrace, Deerfield Beach, FL 33442 Permit Pending</p>
<p align="center">Bergeron Park of Commerce & Industry - North 5904 SW 202 Avenue Pembroke Pines Permit Pending</p>
<p align="center">Choice Environmental Services 1899 SW 31 Ave. Pembroke Park, FL 33009</p>

MATERIALS RECOVERY FACILITY(IES)

<p align="center">Sun 1 2241 NW 15TH Court Dania Beach, FL 33069 Currently permitted and operational for Construction and Demolition Debris, but in process of converting to a Dedicated Metal Processing Facility</p>
<p align="center">Sun 2 2281 NW 16TH Street Pompano Beach, FL 33069 Currently permitted and operational for Construction and Demolition Debris</p>
<p align="center">Sun 3 3251 SW 26th Terrace, Dania Beach, FL 33312 Currently permitted and operational for Construction and Demolition Debris and Yard Trash</p>
<p align="center">Sun 7 1850 S. Powerline Road Deerfield Beach, FL 33462 Currently permitted and operational for Yard</p>

Trash and Bulk Waste
Bergeron Park of Commerce - South 19820 Sylvan Pass Pembroke Pines, FL 33332 Currently permitted and operational for Yard Trash

EXHIBIT "C"
SOLID WASTE DISPOSAL FACILITY(IES)

- Monarch Hill Landfill (Central Landfill), 2700 Wiles Road, Pompano Beach, Florida 33073 (Owner: Waste Management Inc. of Florida)
- Okeechobee Landfill Facility, 10800 N.E. 128th Avenue, Okeechobee, Florida 33972 (Owner: Okeechobee Landfill, Inc.)
- The Solid Waste Authority of Palm Beach County (landfill/waste to energy facility), 7501 North Jog Road, West Palm Beach, Florida 33416 (Owner: Solid Waste Authority)
- J.E.D. Landfill, 1501 Omni Way, St. Cloud, Florida 34773 (Owner: Omni Waste of Osceola County, LLC)
- Resources Recovery Center operated by Covanta, 6990 NW 97th Avenue, Doral, Florida 33178 (Owner: Miami-Dade County)
- Wheelabrator North, 2600 NW 48th Street, Pompano Beach, Florida 33073 (Owner: Wheelabrator North Broward, Inc., a Waste Management Company)
- Wheelabrator South, 4400 South State Road 7, Fort Lauderdale, Florida 33073 (Owner: Wheelabrator South Broward, Inc., a Waste Management Company)
- Glades County Landfill, 1940 E State Road 78 NW, Moore Haven, Florida 33471

EXHIBIT "D"
PARTICIPATING COMMUNITIES

EXHIBIT "E"

EXHIBIT 10

RECYCLING INCENTIVE PROGRAM

In its response to the City's RFP, the Contractor provided the following materials (attached) concerning the Contractor's Recycling Incentive Program. These materials were set forth in the Contractor's proposal at pages 185-197.

Exhibit 10
Residential Single Stream Recycling Incentive Program
Scope of Services

The City of Coral Springs seeks proposers to provide a "pilot" marketing and rewards program to increase the recycling rate among approximately 28,500 single-family curbside single stream customers.

The work to be performed under this contract shall consist of providing and managing a rewards system to encourage participants to fill their recycling carts with recyclables and to set that container at the curb on their designated collection day. The intent of the program is to determine if "recycling incentives" significantly impact the rate to consider continuing the program beyond a six month pilot program to begin March 1, 2013 and terminate August 31, 2013.

Proposers are welcome to provide any recycling participation incentive system that it deems suitable provided that the service is acceptable to the City. Proposers must identify the itemized services to be provided so that the services can be compared and evaluated by the Selection committee. It is not presumed that this will be an individual household weight based program. All incentive programs, such as self reporting, will be considered by the evaluation Committee.

Proposers should provide a description of each program component, to which should include, but not be limited to the following:

- The Contractor should provide each customer with the opportunity to earn incentives through participation in the program.
- The Contractor must demonstrate the ability to create an account for each customer, that allows the viewing of transaction history including, but not limited to recycling participation and reward redemption.
- The Contractor should have an Internet site that allows participants to log in and select areas where credits can be redeemed. Credit updates should be done on a weekly basis via the Internet, or monthly via US Mail where no Internet access is available.
- Contractor should propose the distribution of the incentives to program participants via an Internet credit system or call in system. The program should enable participants to print redeemable credits through their at home printer. For those customers without computer capabilities, the proposer should provide other options.
- The Contractor should provide a method to measure participation levels, and its impact on the City wide recycling rate.
- Contractor shall provide monthly reporting of customer registration, program participation, and incentives that attract the most activity.
- The Contractor should secure a minimum of 40% of the participating reward vendors from the City of Coral Springs businesses. The Contractor must provide no less than 25 regional and local rewards at program kick off. The successful

Contractor will have approximately 60 days to assemble the participating rewards vendors prior to the official start of the program.

- The Contractor shall provide marketing materials to participants, via a kick off promotional flyer, with instructions on how to participate. The Contractor shall propose alternate media outlets, based on experience, that have proven to generate positive participation.
- The Contractor shall coordinate with the City's Marketing Office to develop messaging and recycling education to all program participants. The City shall create a link on its website, conduct broadcasts on its governmental TV channel, and issue press releases. The Contractor shall work closely with the City to track marketing efforts, with quarterly reports on activities.
- The Contractor shall conduct a training program for City staff to answer basic questions regarding the incentive program. A company representative shall be available to City staff Monday through Friday, 8 am to 5 pm, to answer questions regarding the program.
- The Contractor should provide a forecast of the increase in recycling tonnage and/or reduction in solid waste during their proposal presentation based on historical information.
- The Contractor shall evaluate the effectiveness of the program with City staff after the first three months and at the six month mark of the pilot program.

Proposers should submit a summary of how the work is to be performed for each of the above items, as well as a description of the firm and any subcontractors, resumes of the project team, and related experience of the firm during the last five years.

The program kick off to the public is anticipated to be March 1, 2013.

Pricing should be provided as a cost per unit per month.



Waste Pro Rewards for Recycling Program Features

Positive Encouragement: Waste Pro Rewards is a *recycling affinity program* that encourages homeowners to make household recycling a habit. Encouragement comes in the form of cash savings from predominantly local, but also regional and national businesses where your residents spend their money every day. Recycling habits are tracked using RFID chips on the recycling bins. Each time a household places their recycling at the curb, their recycling bin is scanned and they receive credit for having recycled. That credit gives them access to hundreds of great savings certificates and coupons.

Personalized for Coral Springs, FL: Waste Pro Rewards customers will always be identified by their zip code, once they login to the program. When your residents go to the website, they will be identified as Coral Springs, FL residents. They will have access to ***Coral Springs*** Community information and ***Coral Springs*** area rewards. In addition, all Coral Springs area businesses will be able to advertise and promote their offers to all residents completely free of charge. This is another benefit of our community wide Green effort.

Instant Return on Investment: Waste Pro Rewards includes valuable start up rewards for every resident. The moment accounts are activated, the program delivers \$12 to \$20 in value. Residents don't have to wait to build points to redeem, or wait for a certificate to be mailed to them. If residents are active recyclers, they can instantly print any rewards they would like. If they have not been active recyclers, they must recycle in order to have access.

Database Access & Privacy Protection: Some of the most valuable data collected is the e-mail addresses of the residents. This data is used for promotion and education of recycling. The database is also made available (through WPR) to distribute important municipal information & newsletters. Special elections, Compost pick up days and other information can be distributed quickly to the residents as a free service of the WPR program. Waste Pro Rewards completely privacy protects all data collected. Data *totals* are made available to the partner Municipality but at ***NO TIME*** is the personal data of the members, (e-mail, address and phone) shared or sold to third parties.

Continuous Promotion & Education: Waste Pro Rewards is the only program that continuously promotes recycling and recycling education after the initial launch period. Other programs have seen initial growth, and then slow but steady decline in participation as a result. Only the WPR program has shown consistent growth of participation years after launch. Our program uses Newspaper, Radio and TV as well as e-mail marketing efforts in order to continuously educate and promote the community wide effort to go Green! Waste Pro utilizes the data collected by the RFID scans to identify households that are not recycling, and then customizes an educational program aimed at the non participants with an emphasis on the benefits and rewards of recycling participation.

Results Now & in the Future: The reason for implementing a recycling affinity program is to deliver results. Not just initial results, but continually growing results well into the future. Waste Pro Rewards communities have seen fast and consistent results. In most communities, HH recycling participation has increased over 300%, and recyclable waste diversion has increased over 250% in the first 6 months of the program. Every WPR community has seen their participation and diversion numbers continue to climb, long after launch.

Waste Pro Rewards is a WIN-WIN-WIN-WIN proposition...

Your Residents Win... By having the ability to save Hundreds of dollars each year using the WPR Reward certificates.


Local Businesses Win... By the ability to advertise for Free and the additional traffic that is driven to their stores! **Your Community Wins...** by lowering their carbon footprint and diverting thousands of tons of recyclable material away from landfills, and saving money on that diversion.

Our Environment Wins... By protecting our natural resources, our earth and our atmosphere by doing what's right... Recycling!



The Facts:

- Each year the average American household creates 1.5 tons of waste
- On Average, 45% of all household waste *can be recycled*
- Coral Springs: 28,250 HH
- Coral Springs Annual Waste Creation = 42,375 Tons of waste

	100% Participation	70% Participation	40% Participation
Potential Waste Diverted	19,068 Tons	13,348 Tons	7,627 Tons
Trees Saved	128,594	90,013	69,376
Gallons of Oil Saved	95,340	66,740	38,285
Gallons of Water Saved	40,042,800	28,030,800	16,016,700
GHG Emissions Reduced	19,830 MTCO ₂ E Equal to 3,629 fewer Cars	13,882 MTCO ₂ E Equal to 2,540 fewer Cars	7,932 MTCO ₂ E Equal to 1,452 fewer Cars
Energy Saved	1,131,915 Million BTU's Equal to 916,851 Gallons of Gas	792,364 Million BTU's Equal to 641,815 Gallons of Gas	452,754 Million BTU's Equal to 366,731 Gallons of Gas





*Waste Pro Rewards
Recycling Incentive Program
for the City of Coral Springs*

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2012 Accomplishments

Waste Pro Rewards has generated tremendous results! WasteProRewards.com is a *Top Rated* website in every active community

Summerville, SC	2/6/12	2,841	19.19%
Palm Coast, FL	6/1/12	8,399	21.68%
Daytona Beach, FL	10/1/12	2,528	15.23%

- Valuable Data Harvest
- Free E-Communication Tool
- Continuous Growth

2012 Facebook North American
market penetration: 49.2%

Solidifying Waste Pro In the Community!





Waste Pro Rewards: The Sales Tool

What Waste Pro Municipalities are Saying...

Waste Pro Rewards (a Waste Pro recycling incentive service) teamed up with the City of Daytona Beach to increase recycling AND encourage citizens to "buy local" - it's a win-win for everyone. By increasing the city's recycling rate, we benefit from a cleaner environment while local businesses gain access to potential customers. - The Chamber likes it because it steers locals to local businesses i.e. YOUR business!

Jim Cameron

Daytona Regional Chamber of Commerce

Daytona Regional

CHAMBER OF COMMERCE

"We had some great news this weekend, we put out these coupons for customers that are recycling and we had over 238 people show up with the coupons...it was a big hit and people loved the fact the City was promoting to get people to recycle. We might want to do more coupons for other events. Plus is was free of cost to add it to the rewards program."

Denise Bevan, Senior Planner
City of Palm Coast

About the Program Rewards... "Thank you so much! This is perfect. And we're glad, too! Very exciting!"

Cindi Brownfield,
Communications and Marketing Manager
City of Palm Coast

ALMA G. GAVI

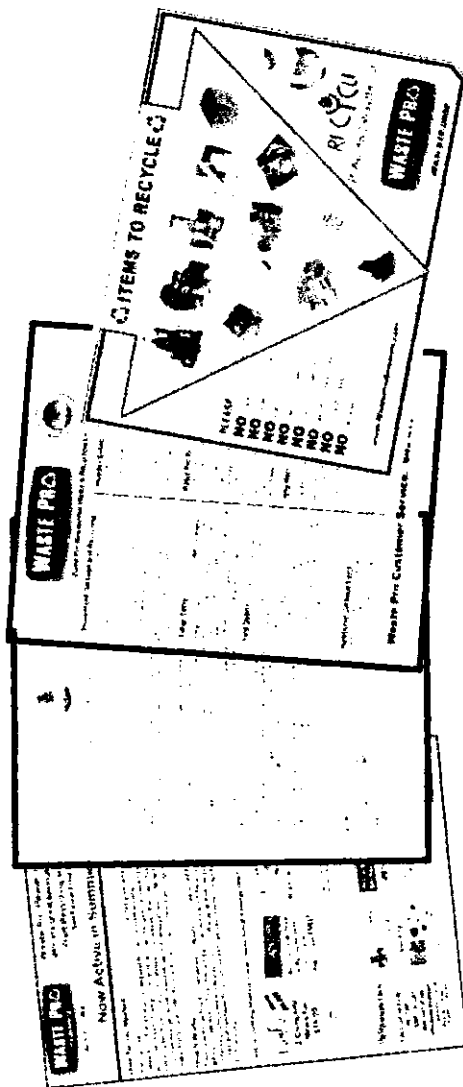
Powered By
WASTE PRO REWARDS for RECYCLING



Waste Pro Rewards: Promotional Value

The Launch Mailer Delivers:

Immediate Value to Residents • Important Recycling Program Information
Brands COMPANY NAME Tightly with Municipality



How it Works + Start Up Rewards • Letter to Residents From Municipality
Waste & Recycling Company Info • What You Can Recycle Education
Samples of Actual Mailer to Summerville, SC

HH Mailed

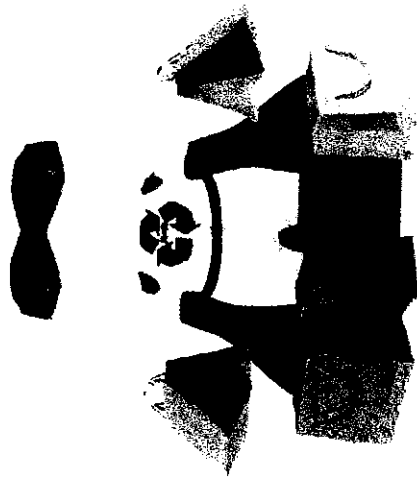
Summerville, SC 13,845
Palm Coast, FL 33,575
Daytona Beach, FL 16,601

Total Mailer Value:
\$33,290.00+

Powered By
REWARDS for RECYCLING



Waste Pro Rewards: Start Up Value Delivered



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- Encourages On Line Registration
- Connects with Community
- Partners w/Local Businesses
- Delivers *Immediate* Value to Residents

**Total Estimated Value
Delivered to Residents...\$ 931,500.00+**

Laefles
2 Complete Meals for \$15.00
Includes 2 combo meals w/ Tea.
100 W. Richardson Ave.
Summerville, SC
Expires May 15th, 2012
Limit 1 per visit. No Cash Value

10% OFF Entire Purchase
Downtown Downtown
Everything is sold here by
Mother and Daughter
Quality work at affordable
prices. No Commissions.
FAMILY OWNED & FAMILY RUN
100 W. Richardson Ave. Summerville
Visit: No Cash Value
Expires April 30, 2012

Coastal Coffee Roasters
Save \$2.00 Off a pound of Brazilian Coffee
100 E. 2nd Street, Summerville
Visit: No Cash Value
Expires April 30, 2012

Calith's
All Summer Long!
12% OFF
Can't be used more than once.
Minimum purchase of \$25.00
First valid with any
offer.
Expires 03/12

BRU'STERS
treat yourself
10% OFF
Your entire order
No cash value
Expires 2/28/12
50 Plaza Dr. Palm Coast
Other Expires 03/12

Save 50%
Expires
Interior Wash
Wednesday's Only
Washed & Dried
No cash value
Expires 03/12

Save \$5.00 OFF!

Save \$10.00
Expires 03/12
Expires 03/12

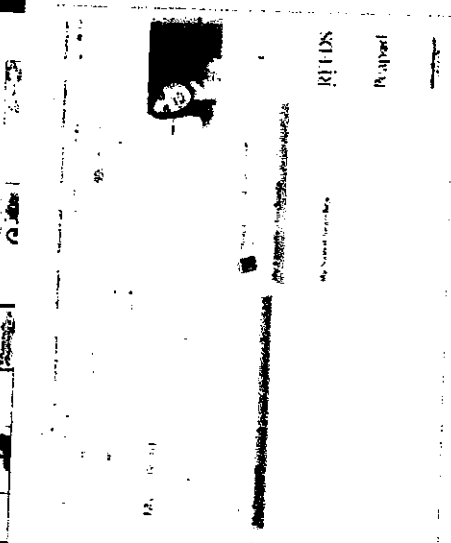
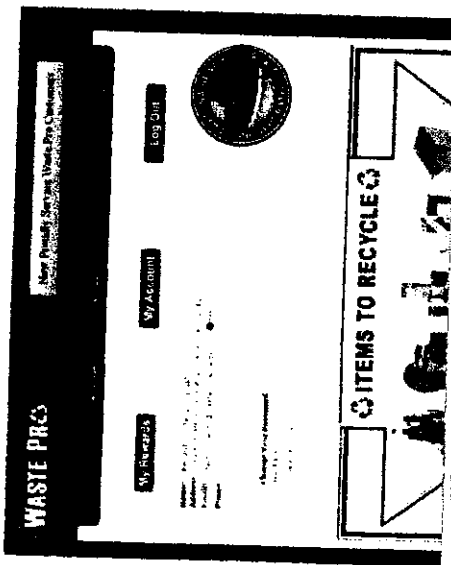
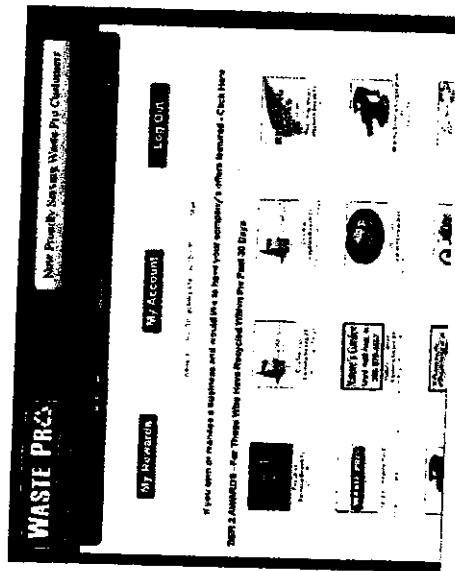
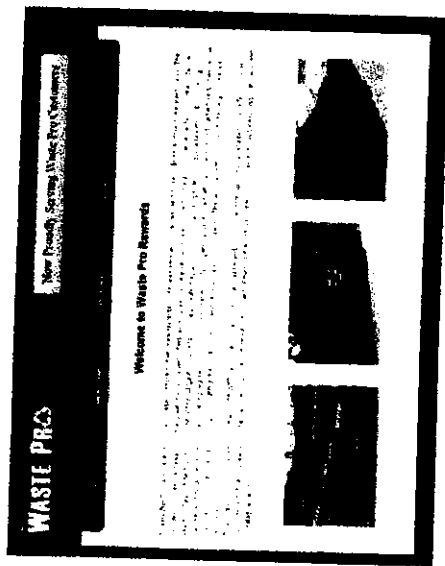
Free Cheese Pizza
Expires 03/12
Expires 03/12

Daytona Beach, FL

Powered By
REWARDS for RECYCLING



Waste Pro Rewards: Web Component

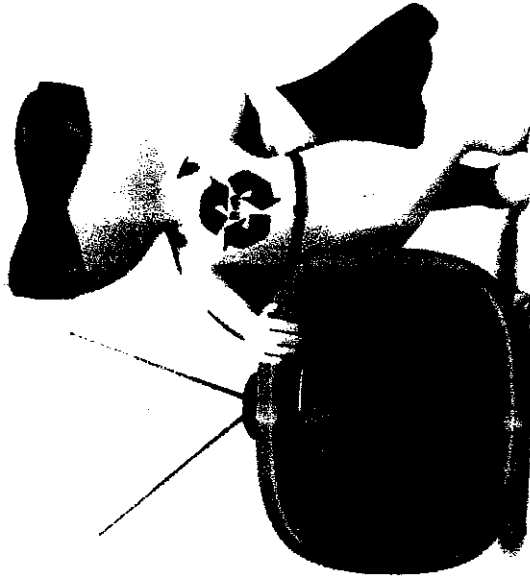
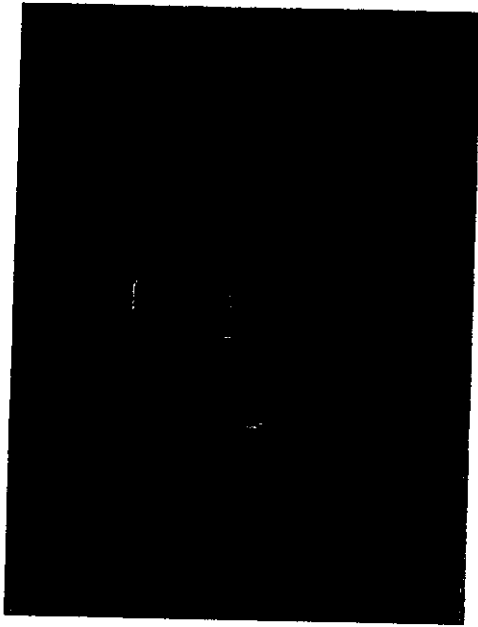
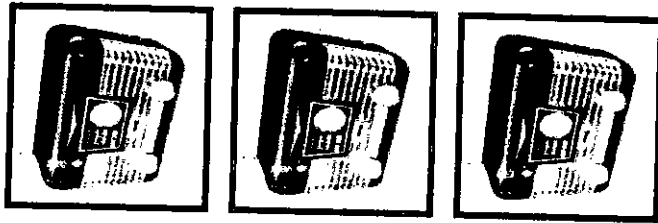


program to each
and Every Household!

Powered By
WASTE PRO REWARDS
for
RECYCLING



Waste Pro Rewards: Outward Promotion



Summerville TV Production

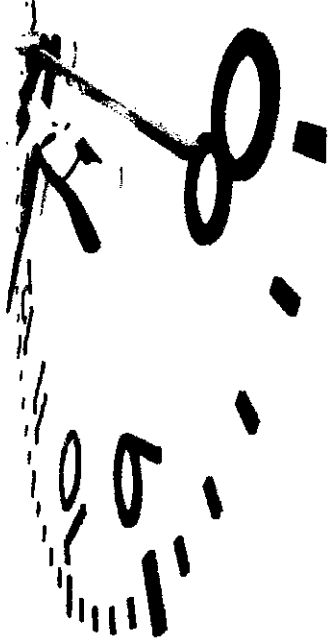
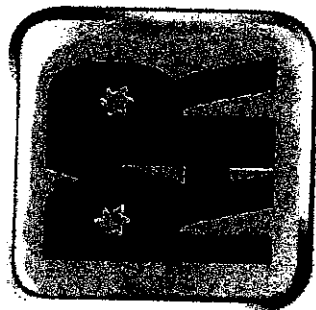
Daytona Beach & Palm Coast
Radio Spots

Delivering Sustaining Value Every Month!

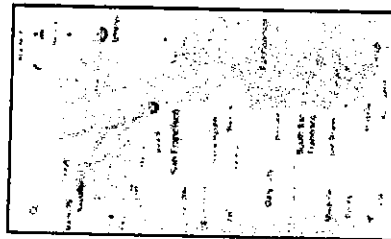
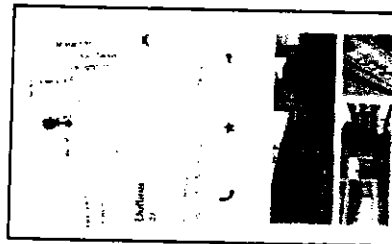
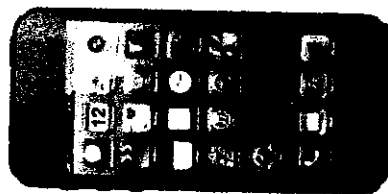
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WASTE PRO REWARDS^{for} RECYCLING



Waste Pro Rewards: Next Phase Rollout



Mobile Phone APP



Next Generation Website

- Faster, Cleaner
- HD Appearance
- More Navigable
- More Value

Waste Pro Rewards
Members will be able to
take their value on the road
with our Geo targeted
interactive Phone App!
Home or Away,
Waste Pro Rewards will
continue to deliver fantastic
Value!

Powered by
Waste Pro Rewards for Recycling



How it works

Waste Pro Rewards is very adaptable and can be customized to meet you particular wants and needs. It begins with each household receiving a mailer, which includes and introduction from a municipal leader, a simple "How it Works" document, a sample of what can and cannot be recycled as well as important information about the local Waste Pro services.

Once the resident receives the mailer, they will be asked to go to the www.wasteprorewards.com site and register. All other Waste Pro Rewards programs utilize RFID technology, which is used to track the participation and frequency of the residents recycling. (self reporting is an option)

As long as the resident records a minimum recycling event every other pickup, they are eligible for the offers. (50% recycling events per month min.) All of the reward offers are able to printed off residents home PC's or utilized using their smartphone; for paperless redemption.

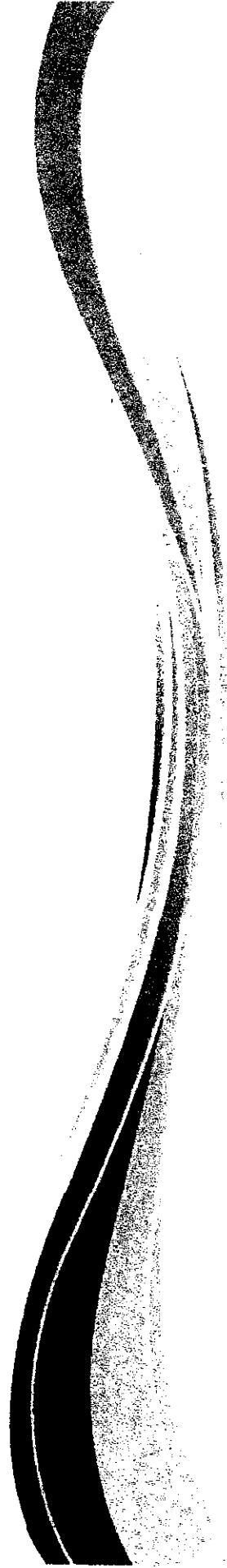




How it Works Continued:

The web site contains easy to use and understand options, such as categorized search options, zip code search options, hauler contact information, rewards program management contact information, personal recycling events status and more.

Because of our national affiliate, we currently have over 573 offers, representing 1,788 locations within 25 miles of the 33065 zip code. Some of these are national brands and some are privately owned establishments. Every business in the community is eligible to post their offer on the site, should they wish to participate. A great resource that we work very closely with is the local Chamber of Commerce.





Waste Pro Rewards will offer a full launch marketing campaign, as well as media promotions throughout the length of the program. Typically this will include radio, TV, newspaper, billboard or direct mail kits. There are many goals of the rewards program, such as increasing diversion, educating the community and promoting environmental stewardship. The best way that we've found to meet all of these goals is for full collaboration between the municipality and the Waste Pro Rewards team. Through the program, the municipality can send out information email blasts, which promote local events, special announcements or important reminders, such as hazardous waste pick up or a downtown holiday festival.

Being able to communicate with your residents for free, have input to the rewards program, gather analytics regularly, increase recycling, promote local commerce and deliver quality offers, makes the return on the investment seem like a bargain.

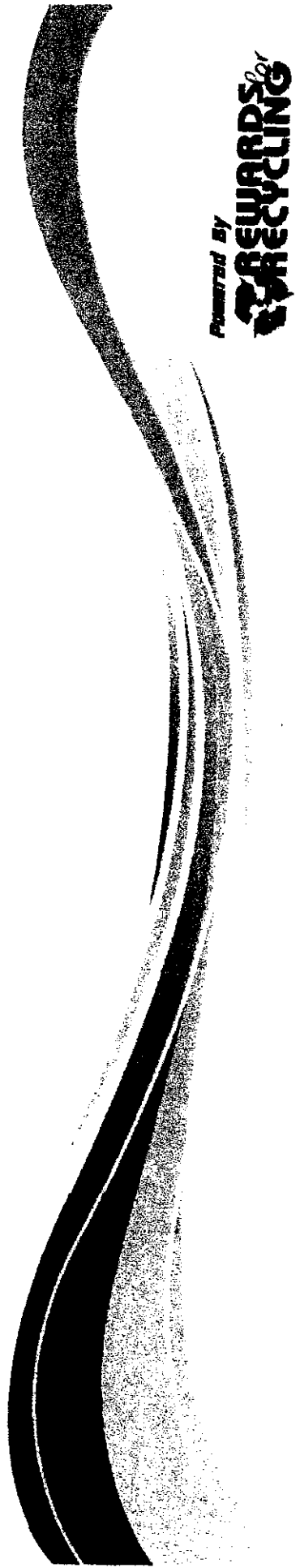


EXHIBIT 11

LIST OF CITY PROPERTIES RECEIVING COLLECTION SERVICE

The following table identifies the name and address of each City property that will receive Collection Service, and it identifies the type of service required (e.g., Recycling Service), and the level of service required (e.g., collection twice per week in a 20 yard Roll-Off container).

Exhibit 11

List of City Properties Receiving Collection Service

Facility Name	Address	Solid Waste Service	Recycling Service
Fire Station 43	4550 Rock Island Road	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Fire Station 64	500 Ramblewood Drive	1 (4yd)/2x per week	Four 96 gallon carts 1x a week
Fire Station 71	11800 NW 41 St	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Fire Station 80	2825 Coral Springs Drive	1 (8 yd)/2x per week	Two 96 gallon carts 1x a week
Fire Station 95	300 Coral Ridge Drive	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
PD-Fire Training Academy	4180 NW 120 Ave	1 (8 yd)/2x per week	Two 96 gallon carts 1x a week
Mullins Park	10000 NW 29 St (Ben Geiger Way)	3(4 yd)/2x/per week	Six 96 gallon carts 1x a week
Mullins Park	10000 NW 29 St (Ben Geiger Way)	1 (8 yd)/2x per week	Two 96 gallon carts 1x a week
Sartory Hall	10000 NW 29 St (Ben Geiger Way)	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Cypress Park	1301 Coral Springs Drive	1(4yd)/3x per week	Two 96 gallon carts 1x a week
Cypress Hammock Park	1300 Coral Springs Drive	2 (4yd)/2x per week	Two 96 gallon carts 1x a week
Orchid Park	1300 Coral Springs Drive	1 (4yd)/2x per week	Four 96 gallon carts 1x a week
Cypress Park East Extension-Soccer	1301 Coral Springs Drive	1 (4yd)/3x per week	Two 96 gallon carts 1x a week
North Community Park	5601 Coral Springs Drive	1 (8 yd)/3x per week	Two 96 gallon carts 1x a week
Gymnasium	2501 Coral Springs Drive	1 (4yd)/5x per week	Two 96 gallon carts 1x a week
Forest Hills Park	2500 Forest Hills Blvd	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Betti Stradling Park	10301 Wiles Road	1 (8 yd)/3x per week	Two 96 gallon carts 1x a week
Sherwood Forest Park	1600 NW 91 Ave	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Turtle Run Park	6400 Wiles Road	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Richard D. Petrillo Park	10050 NW 11 Manor	1 (2yd)/2x per week	Two 96 gallon carts 1x a week
City Water Plant-Utilities Field Offc	3800 NW 85th Ave	1 (6yd)/1x per week	Two 96 gallon carts 1x a week
Westside Complex	4181 NW 121 Ave-Carpenter Shop	1 (4yd)/1x per week	Two 96 gallon carts 1x a week
Westside Complex	4181 NW 121 Ave-Small Engine	1 (4yd)/1x per week	Two 96 gallon carts 1x a week
Westside Complex	4181 NW 121 Ave-Central Stores	1 (6 yd)/5x per week	Two 96 gallon carts 1x a week
Public Safety Bldg	2801 Coral Springs Drive	1 (8 yd) 3x perweek	One 8 yd recycling dumpster 1x a week
Public Safety Bldg	2801 Coral Springs Drive	1 (3yd)/2x per week	One 8 yd recycling dumpster 1x a week
City Hall	9551 West Sample Road	1 (8 yd) 5x per week	Two 96 gallon carts 1x a week
City Hall South	9530 West Sample Road	1 (8 yd) 4x per week	Four 96 gallon carts 1x a week
Gun Range	4200 N University Drive	1 (8 yd) 3x per week	Two 96 gallon carts 1x a week
Charter School	3205 N University Drive	Use Aquatics	Two 96 gallon carts 1x a week
Center for the Arts	2855 Coral Hills Drive	Use Aquatics	Two 96 gallon carts 1x a week
Aquatics Complex	12241 Royal Palm Blvd	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Tennis Center	2575 Sportsplex Drive	1 (6yd)/2x per week	Two 96 gallon carts 1x a week
Sportsplex	2800 Sportsplex Drive	1 (4yd)/2x per week	Two 96 gallon carts 1x a week
Dog Park	123rd Ave and	1 (6yd)/2x per week	Two 96 gallon carts 1x a week
Sawgrass Nature Center	3000 Sportsplex Drive		

EXHIBIT 12

LIST OF LOW DENSITY DWELLINGS

Riverside Dr	Address	Units			Riverside Dr	Address	Units
	3406 Riverside Dr	3				3551 Riverside Dr	3
	3408 Riverside Dr	3				3571 - 3575 Riverside Dr	4
	3500 Riverside Dr	3				3591 Riverside Dr	4
	3502 Riverside Dr	3				3631 Riverside Dr	4
	3504 Riverside Dr	4				3661 Riverside Dr	4
	3506 Riverside Dr	4				3691 Riverside Dr	4
	3508 Riverside Dr	3				3701 Riverside Dr	4
	3600 Riverside Dr	3				3709 - 3715 Riverside Dr	4
	3602 Riverside Dr	3				3717 - 3721 Riverside Dr	3
	3660 - 3664 Riverside Dr	2				3741 Riverside Dr	3
	3690 - 3694 Riverside Dr	2				3761 Riverside Dr	4
	3700 - 3704 Riverside Dr	2				3791 Riverside Dr	4
	3740 Riverside Dr	3				3801 Riverside Dr	4
	3750 Riverside Dr	4				3841 Riverside Dr	3
	3760 Riverside Dr	3				3871 Riverside Dr	3
	3800 Riverside Dr	3				3881 Riverside Dr	3
	3870 Riverside Dr	3				3891 Riverside Dr	2
	3880 Riverside Dr	3				3901 Riverside Dr	3
	4000 Riverside Dr	3				4101 Riverside Dr	4
	4020 Riverside Dr	4				4103 Riverside Dr	4
	4060 Riverside Dr	4				4105 Riverside Dr	3
	4100 Riverside Dr	4				4107 Riverside Dr	3
	4102 Riverside Dr	4				4109 Riverside Dr	4
	4104 Riverside Dr	4				4111 Riverside Dr	4
	4106 Riverside Dr	4				4113 Riverside Dr	4
	4108 Riverside Dr	3				4115 Riverside Dr	5
	4110 Riverside Dr	3				4117 Riverside Dr	3
	4112 Riverside Dr	3				4201 Riverside Dr	4
	4114 Riverside Dr	3				4241 Riverside Dr	4
	4116 Riverside Dr	3				4281 Riverside Dr	4
		96				4301 Riverside Dr	2
							111

Exhibit 12
List of Low Density Wellings

Riverside Drive	Address	Units				Riverside Drive	Address	Units
	4321 Riverside Dr	4				4118 Riverside Dr		3
	4331 Riverside Dr	4				4200 Riverside Dr		4
	4341 Riverside Dr	4				4210 Riverside Dr		4
	4351 Riverside Dr	4				4222 Riverside Dr		3
	4371 Riverside Dr	4				4240 Riverside Dr		4
	4381 Riverside Dr	4				4280 Riverside Dr		4
		24				4300 Riverside Dr		4
						4320 Riverside Dr		3
						4340 Riverside Dr		3
						4360 Riverside Dr		4
						4380-4384 Riverside Dr		3
						4390 - 4392 Riverside Dr		2
Woodside Drive								41
	Address	Units				Woodside Drive	Address	Units
	3550 Woodside Dr	3						
	3570 Woodside Dr	3				4011 Woodside Dr A, B		2
	3590 Woodside Dr	3				3991 Woodside Dr		2
	3630 Woodside Dr	3				4013 Woodside Dr A, B		2
	3660 Woodside Dr	3				4015 Woodside Dr A, B		2
	3690 Woodside Dr	3				4017 Woodside Dr A, B		2
	3700 Woodside Dr	3				4019 Woodside Dr A, B		2
	3730 Woodside Dr	3				4101 Woodside Dr		4
	3760 Woodside Dr	3				4103 Woodside Dr		4
	3790 Woodside Dr	3				4105 Woodside Dr		4
	3860 - 3862 Woodside Dr	2				4107 Woodside Dr		4
	3880 Woodside Dr	4				4109 Woodside Dr		4
	3890 Woodside Dr	4				4111 Woodside Dr		3
	4000 Woodside Dr	3				4113 Woodside Dr		4
	4010 Woodside Dr	3				4115 Woodside Dr		4
	4020 Woodside Dr	3				4117 Woodside Dr		4
	4030 Woodside Dr	4				4119 Woodside Dr		4
	4040 Woodside Dr	4				4120 Woodside Dr		2
	4050 Woodside Dr	4				4123 Woodside Dr		4
	4100 Woodside Dr	2				4125 Woodside Dr		4
	4110 Woodside Dr	2				4127 Woodside Dr		4
	4150 Woodside Dr	4				4129 Woodside Dr		4
	4160 Woodside Dr	4						69
	4328 - 4330 Woodside Dr	2						
	4300 Woodside Dr	3						
	4360 Woodside Dr	4						
		82						

NW 44th Court		Units				NW 44th Court	Units
Address						Address	
7500 NW 44th Ct. A,B		2				7501 - 7505 NW 44th Ct.	4
7502 NW 44th Ct. A,B		2				7509 NW 44th Ct.	4
7504 NW 44th Ct. A,B		2				7511 NW 44th Ct.	4
7506 NW 44th Ct. A,B		2				7513 NW 44th Ct.	4
7508 NW 44th Ct. A,B		2				7515 NW 44th Ct.	4
7516 NW 44th Ct. A,B		2				7517 NW 44th Ct.	4
7524 NW 44th Ct. A,B		2				7519 NW 44th Ct.	4
7526 NW 44th Ct. A,B		2				7521 NW 44th Ct.	4
7542 NW 44th Ct. A,B		2				7523 NW 44th Ct.	4
7544 NW 44th Ct. A,B		2				7525 NW 44th Ct.	4
7546 NW 44th Ct. A,B		2				7527 NW 44th Ct.	4
7790 NW 44th Ct.		4				7529 NW 44th Ct.	4
7800 NW 44th Ct.		4				7531 NW 44th Ct.	4
7830 NW 44th Ct.		3				7533 NW 44th Ct.	4
7860 - 7862 NW 44th Ct.		2				7535 NW 44th Ct.	4
7890 - 7892 NW 44th Ct.		2				7537 NW 44th Ct.	4
7900 - 7904 NW 44th Ct.		4				7539 NW 44th Ct.	4
7920 - 7924 NW 44th Ct.		2				7541 NW 44th Ct.	4
7940 - 7942 NW 44th Ct.		2				7543 - 7547 NW 44th Ct.	3
		45				7801 NW 44th Ct.	4
						7831 - 7835 NW 44th Ct.	3
						7861 - 7865 NW 44th Ct.	3
						7891 NW 44th Ct.	4
						7901 NW 44th Ct.	4
						7921 NW 44th Ct.	4
						7941 NW 44th Ct.	4
						7951 NW 44th Ct.	4
						7961 NW 44th Ct.	4
						7981 NW 44th Ct.	4
						8001 NW 44th Ct.	4
						8011 NW 44th Ct.	4
						8031 NW 44th Ct.	4
						8071 NW 44th Ct.	4
NW 24th Court						NW 24th Court	129
Address		Units				Address	Units
11610 - 10620 NW 24th Ct.		6				11611 - 11621 NW 24th Ct.	6
		6				NW 25th Street	6
NW 26th Court						Address	Units
Address		Units				11609 - 11633 NW 25th St	13
11620 - 11634 NW 26th Ct.		8					13
		8					

[illegible]

NW 35th Street		NW 35th Street	
Address	Units	Address	Units
8604 NW 35th St.	8	8601 NW 35th St.	11
8606 NW 35th St.	8	8603 - 8619 NW 35th St.	5
8700 NW 35th St.	3	8701 - 8717 NW 35th St.	9
9870 - 9878 NW 35th St.	5	8751 - 8767 NW 35th St.	9
	24	8793 - 8799 NW 35th St.	4
		8803 NW 35th St.	5
		10071 - 10077 NW 35th St.	4
		10101 - 10107 NW 35th St.	4
		10115 - 10111 NW 35th St.	4
		10131 NW 35th St.	4
		10151 NW 35th St.	4
		10201 - 10211 NW 35th St.	6
		10221 NW 35th St.	4
		10241 NW 35th St.	4
		10261 NW 35th St.	4
		10281 NW 35th St.	4
		10301 NW 35th St.	4
		10331 NW 35th St.	4
		10351 NW 35th St.	4
		10371 NW 35th St.	4
		10391 - 10395 NW 35th St.	3
		11551 - 11555 NW 35th St.	3
		11571 - 11575 NW 35th St.	3
		11601 NW 35th St.	3
		11611 NW 35th St.	4
			117
NW 36th Street		NW 36th Street	
Address	Units	Address	Units
10020 NW 36th St.	4	10301 NW 36th St.	12
10040 NW 36th St.	4	11541 - 11547 NW 36th St.	4
10070 NW 36th St.	4	11561 - 11567 NW 36th St.	4
10202 NW 36th St.	4	11601 - 11607 NW 36th St.	4
10220 - 10226 NW 36th St.	4	11621 - 11627 NW 36th St.	4
10250 NW 36th St.	4		28
10362 NW 36th St.	6		
10400 NW 36th St.	4		
11510 - 11518 NW 36th St.	4		
11530 - 11536 NW 36th St.	4		
11610 - 11616 NW 36th St.	4		
11620 - 11624 NW 36th St.	3		
	49		

NW 37th Street		Units			
Address		Units			
11510 - 11514 NW 37th St.		3			
11520 - 11526 NW 37th St.		4			
11540 - 11544 NW 37th St.		3			
11564 NW 37th St.		4			
11580 - 11584 NW 37th St.		3			
11600 - 11604 NW 37th St.		3			
11610 - 11616 NW 37th St.		4			
		24			
NW 38th Drive		Units			
Address		Units			
8692 - 8700 NW 38th Dr.		5			
8702 NW 38th Dr.		6			
8806 NW 38th Dr.		8			
8900 NW 38th Dr.		8			
8904 - 8932 NW 38th Dr.		8			
9006 NW 38th Dr.		4			
9010 NW 38th Dr.		4			
9200 NW 38th Dr.		8			
		51			
NW 38th Street		Units			
Address		Units			
7801 NW 38th St.		3			
		3			
NW 39th Court		Units			
Address		Units			
7827 NW 39th Ct.		4			
		4			

2

List of Low Dwellings

[illegible]

NW 114th Avenue		Units				NW 114th Avenue	Units
Address						Address	
4100 - 4106 NW 114th Ave.		4				4051 - 4057 NW 114th Ave.	4
4146 NW 114th Ave.		4				4061 - 4067 NW 114th Ave.	4
4150 NW 114th Ave.		4				4071 - 4075 NW 114th Ave.	3
4170 - 4176 NW 114th Ave.		5				4091 - 4097 NW 114th Ave.	4
		17				4111 - 4121 NW 114th Ave.	6
						4141 NW 114th Ave.	4
						4163 NW 114th Ave.	3
						4171 NW 114th Ave.	5
						4181 - 4187 NW 114th Ave.	4
							37
NW 114th Lane		Units				NW 114th Lane	Units
Address						Address	
3502 - 3512 NW 114th Lane		6				3501 NW 114th Lane	4
3530 - 3534 NW 114th Lane		3				3545 - 3549 NW 114th Lane	3
3540 NW 114th Lane		4				3605 - 3609 NW 114th Lane	3
3550 - 3556 NW 114th Lane		4				3615 - 3621 NW 114th Lane	4
		17					14
NW 114th Terrace		Units				NW 114th Terrace	Units
Address						Address	
3520 - 3526 NW 114th Ter.		4				3541 NW 114th Ter.	4
3530 NW 114th Ter.		4				3521 - 3535 NW 114th Ter.	8
3540 NW 114th Ter.		3				4101 NW 114th Ter.	4
4200 - 4266 NW 114th Ter.		16				4131 - 4137 NW 114th Ter.	4
4280 - 4286 NW 114th Ter.		4				4161 - 4167 NW 114th Ter.	4
		31				4221 - 4225 NW 114th Ter.	3
						4231 - 4235 NW 114th Er.	3
						4241 - 4245 NW 114th Ter.	3
						4271 - 4279 NW 114th Ter.	4
						4291 - 4299 NW 114th Ter.	5
							42

[illegible]

Exhibit 12

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