

**FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE
CITY OF CORAL SPRINGS AND WASTE PRO OF FLORIDA, INC.**

THIS FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT is made
and entered into the 1st day of June, 2016, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "City")

AND

WASTE PRO OF FLORIDA, INC.
2101 W SR 434, Suite 315
Longwood, Florida 32779
(hereinafter referred to as "Contractor")

WHEREAS, City and the Contractor entered into an Exclusive Franchise Agreement on June 5, 2013 for the Collection of certain types of Solid Waste and Recyclable Materials that are generated in the City of Coral Springs (hereinafter the "Agreement"); and

WHEREAS, City and the Contractor determined that service adjustments would benefit the residents; and

WHEREAS, both parties are desirous of amending the Agreement to provide for service improvements;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to Contractor for services rendered to City hereunder, the parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. Section 1, Definitions, shall be amended to read as follows:

1.24 **Compactor** shall mean a ~~stationary or mobile machine~~ or mechanism ~~that is used to densify Solid Waste in a Mechanical Container using auxiliary power to reduce the size of waste material through compaction.~~ Compactors may or may not be provided by the Contractor.

~~1.31~~ **Demolition Concrete** shall mean concrete generated during demolition including embedded pipe or steel.

~~1.31~~ **1.32 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~~ **1.33 Director** shall mean the Director of the City's Public Works Department or the Director's designee(s).

~~1.33~~ **1.34 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~~ **1.35 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~~ **1.36 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~~ **1.37 Duplex** shall mean a detached structure that contains two (2) Dwelling Units.

~~1.37~~ **1.38 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~~ **1.39 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~~ **1.40 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~~ **1.41 Exempt Waste** shall mean materials that are exempt from the Contractor's exclusive franchise under this Agreement.

~~1.41~~ **1.42** Reserved.

~~1.42~~ ~~1.43~~ **Field Supervisor** shall mean the Contractor's employee that is responsible for supervising the Contractor's Collection Services in the City.

~~1.43~~ ~~1.44~~ **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~~ ~~1.45~~ **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~~ ~~1.46~~ **Garbage** shall mean all kitchen and table food waste, and minimal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

~~1.46~~ ~~1.47~~ **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~~ ~~1.48~~ **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~~ ~~1.49~~ Reserved.

~~1.49~~ ~~1.50~~ **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~~ ~~1.51~~ **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~~ ~~1.52~~ **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~~ ~~1.53~~ **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~~ **1.54 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~~ **1.55 Land Clearing Debris** shall mean the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, asphalt, substructures, and other materials resulting from a land clearing, ~~or lot clearing, or redevelopment~~ operation.

~~1.55~~ **1.56 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~~ **1.57 Load** shall mean the Solid Waste, Recyclable Material, and other cargo that is collected and transported in a Collection vehicle.

~~1.57~~ **1.58 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 and Recycling Carts. Exhibit 12 is a list of the Low Density Dwellings currently in the Service Area.

~~1.58~~ **1.59 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~~ **1.60 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~~ **1.61** Reserved.

~~1.61~~ **1.62 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~~ **1.63** Reserved.

~~1.63~~ **1.64 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 include apartments, condominiums and mixed-use Buildings that contain multiple Dwelling Units.

~~1.64~~ **1.65** 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~~ **1.66** 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~~ **1.67** 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~~ **1.68** Operating Day shall mean calendar day, except Sundays and Holidays, beginning January 1, 2014 and continuing throughout the term of this Agreement.

~~1.68~~ **1.69** Operating Month shall mean a calendar month, beginning January 2014 and each month thereafter throughout the term of this Agreement.

~~1.69~~ **1.70** 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~~ **1.71** Ordinances shall mean the City's Code of Ordinances, as amended from time to time.

~~1.71~~ **1.72** OSHA shall mean the Occupational Safety and Health Act and all implementing regulations.

~~1.72~~ **1.73** 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~~ **1.74** 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~~ **1.75** 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~~ **1.76** Premises shall mean Improved Property.

~~1.76~~ **1.77** 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~~ **1.78** **Rates** shall mean the fees and charges approved by the City for the Contractor's Collection Services.

~~1.78~~ **1.79** **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~~ **1.80** **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~~ **1.81** **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~~ **1.82** **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~~ **1.83** **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~~ **1.84** **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~~ **1.85** **Residential Collection Service** shall mean the Collection of Residential Waste from Residential Property pursuant to this Agreement.

~~1.85~~ **1.86** **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~~ **1.87** **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~~ **1.88 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~~ **1.89 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~~ **1.90 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~~ **1.91 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~~ **1.92 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~~ **1.93** Reserved.

~~1.93~~ **1.94 Service Area** shall mean the incorporated area of the City.

~~1.94~~ **1.95 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~~ **1.96 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~~ **1.97 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~~ **1.98 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~~ **1.99 Solid Waste Management Facility** shall mean 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.

1.100 Source Separated Organics shall mean those materials placed in appropriate containers for Collection and processing at a licensed organics Recycling facility. These materials may include: fruits, vegetables, meat: poultry, seafood (bones and shells); eggs and paper egg Cartons; plants and cut flowers; coffee grounds, filters and tea bags; ice cream, yogurt and cottage cheese.

~~1-99~~ **1.101 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~~ **1.102** Reserved.

~~1-101~~ **1.103 Supplemental Collection Service** shall mean the Collection of Construction and Demolition Debris, Bulk Waste, ~~Land Clearing~~ Yard Waste 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~~ **1.104 Tipping Fee** shall mean a fee that must be paid for the disposal of a Solid Waste or Recyclable Material.

~~1-103~~ **1.105 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~~ **1.106 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~~ **1.107 Transition Period** shall mean the period of time between the Effective Date and the Commencement Date.

~~1-106~~ **1.108 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~~ 1.109 **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~~ 1.110 **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 3. Paragraph 7.1.4 shall be created to read as follows:

7.1.4 Contractor shall provide on-call household hazardous waste collection in accordance with Exhibit 3A.

Section 4. Paragraph 7.3, Residential Collection Service for Bulk Waste, shall be amended to read as follows:

7.3 Residential Collection Service for Bulk Waste

7.3.2 Subject to Section 7.7, 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.

Section 5. Paragraph 7.4, Residential Collection Service for Yard Trash, shall be amended to read as follows:

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.~~ Subject to Section 7.7, 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. Where the Contractor has

not picked up the required six (6) cubic yards, the Contractor shall return with specialized equipment on the next Operating day to collect the remainder of the pile.

Section 6. Paragraph 7.7, Residential Collection Service for Excess and Oversized Materials, shall be amended to read as follows:

7.7 Residential Collection Service for Excess and Oversized Materials

Effective July 1, 2016, the Contractor shall collect Bulk Waste and Yard Trash Set Out by the Residential Customer as part of Regular Collection Service. All piles shall be removed on the scheduled day of Collection. The City waives the requirement for segregation of the Bulk Waste, Yard Trash and Construction and Demolition Debris. The six (6) cubic yard limit and Supplemental Collection Service fees shall not be applicable for up to three (3) Collections annually at each Residential Customer. The Contractor shall leave a tag that notices the resident that an oversized pile was removed and noting the three (3) time Collection limit. The Contractor shall track occurrences and provide a monthly report to the City. The Contractor may impose Supplemental Collection Service Fees after the third event. In such case, the Contractor may leave the pile, provide notice that the three (3) occurrence limit was exceeded, and the applicable charges to remove the material, including the six (6) cubic yard allowance.

Section 7. Paragraph 7.8, Residential Side Door Service for Subscription Customers, shall be amended to read as follows:

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 as provided in Exhibit 3A. 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.

Section 8. Paragraph 14.3 shall be amended to read as follows:

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 Materials, or Electronic Equipment. Bulk Waste or Yard Trash may be mixed with Garbage and Rubbish within the capacity of the Garbage Cart.

Section 9. Paragraph 17.7, shall be created to read as follows:

17.7 The City shall periodically assess the extent of damage to any City-owned roadways that required cleaning after hydraulic or other spills caused by the Contractor. Damage shall be defined as structural harm to the road that has a structural negative effect on asset life, which may have occurred at any time and is caused by the Contractor. The Contractor's immediate responsibility is to maintain the road's public purpose by activating the Spill Response Plan, as detailed in Exhibit 13, within twenty four (24) hours of any spill caused by the Contractor and shall immediately submit a schedule for carrying out the Spill Response Plan to the City. The Director shall approve the Spill Response Plan. If the Contractor or the City believes during the execution of the Spill Response Plan, or after execution of the Spill Response Plan, that there is a problem with the structural integrity of the road, the Contractor shall retain and pay the cost of an Engineering Consultant to conduct a study to determine surface and subsurface deterioration caused by the spill. The City shall approve the scope of the work for the Engineering Consultant. The Contractor agrees to abide by the remedies recommended in the Engineering Report to address the problems with the structural integrity of the road. The City and the Contractor shall coordinate and work together in good faith on the best course of action to address the damage to the road. The Contractor will, at the City's sole discretion, either reimburse the City for the cost of a structural cure with a licensed asphalt contractor retained by the City or affect, at its own cost, a structural cure with a licensed asphalt contractor retained by the Contractor. If the licensed asphalt contractor is retained by the Contractor, the City shall approve the scope of the work. The Contractor also agrees to reimburse the City for repairs performed by City staff. Failure by the Contractor to (a) commence the Spill Response Plan within twenty four (24) hours, or (b) otherwise adhere to the schedule for carrying out the Spill Response Plan, shall result in the imposition of a one thousand dollar (\$1,000.00) assessment per event. An additional fine of one hundred dollars (\$100.00) per day shall be assessed against the Contractor if, upon written notice to the Contractor, the spill clean-up is not being carried out as set forth in the Spill Response Plan. An event shall be considered a spill occurring on a specific calendar day on a City-owned roadway.

Section 10. Section 21, Exempt Wastes, shall be amended to read as follows:

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, including asphalt removed from an existing parking area and subsurface materials resulting from excavation.

21.11 Disaster Debris from a federally declared event.

21.14 Source Separated Organics – Retail/Commercial sites as approved in writing by the Director.

21.15 Demolition Concrete separated at the source.

21.1416 Materials and wastes similar to those listed above, when designated by the Director.

Section 11. Section 25, The Contractor's Recycling Incentive Program, shall be amended to read as follows:

Effective October 1, 2015, the Contractor shall implement a Recycling Incentive Program and the City shall reimburse the Contractor on a monthly basis twenty-two cents (\$0.22) per residential unit and ten cents (\$0.10) per multi-family unit, in accordance with Exhibit 10 revised.

Section 12. Paragraph 26.2, "Specific Procedures for Residential Customers", is hereby amended to read as follows:

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 Garbage Can, 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.

26.2.7 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.~~

26.2.9 Mirrors, glass window panes and similar materials may be placed in the Garbage Cart or otherwise containerized in a Garbage Can or boxed and taped for Collection as bulk material. The Contractor shall tag (per Section 15) oversized items that require special Collection equipment.

Section 13. Paragraph 27.1.4, shall be amended to read as follows:

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 requested by Customer required to provide under this Agreement. Mechanical Containers and Compactors purchased by the Contractor shall remain the property of the Contractor, unless sold. Compactors are subject to a lease fee as agreed between Customer and Contractor, and not subject to the term of the Franchise Agreement.

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

Section 14. Paragraph 27.4, Exchange (Swap Out) of Carts and Containers, shall be amended to read as follows:

27.4 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 thirty five (35) ~~forty eight (48)~~ gallons, sixty five (65) ~~sixty four (64)~~ gallons, and ninety five (95) ~~ninety six (96)~~ gallons in size. The Contractor shall offer Recycling Carts that are approximately thirty five (35) ~~forty eight (48)~~ and sixty five (65) ~~sixty four (64)~~ and ninety-five (95) 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)~~ three (3) Operating Days after receiving the Customer's request.

Section 15. Paragraph 27.5.1, shall be amended to read as follows:

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 thirty five (35) ~~forty eight (48)~~, ~~sixty five (65)~~ ~~sixty four (64)~~, or ~~ninety five (95)~~ ~~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.

Section 16. Section 36, Contractor's Collection Services for the City, shall be amended to read as follows:

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. However, the Contractor shall have flexibility related to the disposal/recycling of Demolition Concrete or asphalt generated by City employees from City work. Contractor shall pay any fees associated with the disposal of said materials.

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 each Operating Year if such Collection Service is requested by the Director. The Contractor shall provide ~~four (4)~~ up to twenty four (24) Roll-Off Containers (40 cubic yards each) per Operating Year. The Director will provide a minimum forty-eight (48) hour notice regarding the Community Event and service level requested. ~~Community Event or other types of Collection Containers with an equivalent capacity.~~

Section 17. Paragraph 36.4, Collections at City Transfer Station, shall be amended to read as follows:

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

(l) Contractor, as requested, shall accept paint, fluorescent light bulbs and Electronic Equipment on days other than the first Saturday of every Operating month. The City will provide two (2) week notice of such request and will reimburse Contractor for material disposal at regular rates and labor costs in accordance with amended Exhibit 3C.

(m) Contractor, as requested, shall accept household hazardous waste at a City site. The City will provide two (2) week notice of such request and will reimburse Contractor for mobilization, labor and material disposal in accordance with amended Exhibit 3C.

Section 18. Paragraph 40.1, Franchise Fees, shall be amended to read as follows:

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

- (a) The City shall determine the corresponding commercial franchise fee as a percentage (%) of the total billing rate, which includes the collection cost, disposal cost and the franchise fee;
- (b) multiply the calculated percentage times the total gross billings to determine the commercial franchise fee payment due the City.
- ~~(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.~~

Section 19. Paragraph 40.4, Public Notices and Educational Services, shall be amended to read as follows:

Effective October 1, 2016, the Contractor's payment shall increase to fifty thousand dollars (\$50,000.00).

Section 20. Paragraph 40.6, Litter Collection, shall be amended to read as follows:

Effective October 1, 2016, the CONTRACTOR will provide a one-time fee of eleven thousand dollars (\$11,000.00) for the purchase of an additional litter response vehicle (Gator) and shall increase the monthly payment to fifteen thousand dollars (\$15,000.00) per month.

Section 21. Paragraph 42.1, Payment of Tipping Fees, shall be amended to read as follows:

Effective July 1, 2016, the Contractor will pay the disposal costs for all Bulk Waste and Yard Trash from Residential Property and from the Waste Transfer Station. The City shall continue direct payments for the disposal of Garbage and Rubbish collected by the Contractor at Residential Property.

Monthly payments to the Contractor for disposal of Bulk Waste and Yard Trash shall be as follows:

- The City shall pay the Contractor a baseline rate, \$1.70 per Residential Property per month, based on an annual waste generation rate of 0.54 tons / Residential Property including Waste Transfer Station materials;
- On October 1, 2016 and annually thereafter, the baseline rate will be subject to the CPI adjustment (Section 38.4);
- Annually, the City and Contractor shall true-up applicable disposal charges, resulting in a supplemental payment or rebate to the City. This true-up process shall be based on verified annual disposal tonnage from July 1 to June 30 of the most current annual period.

- Annually, the City and Contractor will reconcile tonnage data by September 30th and formalize the payment/rebate by November 30th.
- Applicable true-up formula is
 - % tonnage change x Residential Properties x number of months x disposal rate;

Exhibit 14 illustrates the rate adjustment and true-up processes.

Section 22. Paragraph 44.4.24, Litter Collection, shall be amended to read as follows:

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~~ of fines as provided in Section 17.7.

Section 23. Exhibit 3A, Rates for Residential Collection Services, shall be amended to include an additional page for Exhibit 3A, attached hereto.

Section 24. Exhibit 3C, Rates for Collection Services for the City, shall be amended as attached hereto.

Section 25. Exhibit 6, Specifications for Carts, shall be amended as attached hereto.

Section 26. Exhibit 10, Residential Single Stream Recycling Incentive Program, Scope of Services, is shall be replaced in its entirety as attached hereto.

Section 27. Exhibit 13 is created as attached hereto.

Section 28. Exhibit 14 is created as attached hereto.

Section 29. All other conditions and terms of the original Agreement, as amended, not specifically amended herein remain in full force and effect.

Section 30. Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

(Rest of page intentionally left blank)

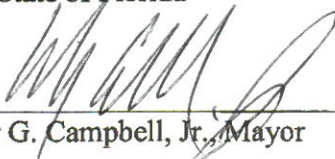
IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and WASTE PRO OF FLORIDA, INC. have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF CORAL SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida

ATTEST:

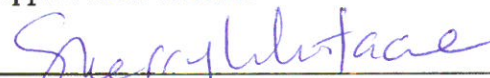


Debra Thomas, CMC, City Clerk



Walter G. Campbell, Jr., Mayor

Approved as to form:



Sherry Whitacre, Deputy City Attorney

WASTE PRO OF FLORIDA, INC.

BY: [Signature]

Print Name: Russell Mackie

Title: Regional Vice President

State of FLORIDA
County of BROWARD

On this, the 18th day of May, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by RUSSELL MACKIE (name of authorized signer), REGIONAL VICE PRESIDENT (title of authorized signer), of WASTE PRO OF FLORIDA, INC., on behalf of the corporation.

WITNESS my hand and official seal this 18th day of May, 2016.



[Signature]
Notary Public, State of FLORIDA

ESTHER ARANA

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or

☒ Produced identification:

FLORIDA DRIVER LICENSE M200 723 77 0670
(type of identification produced)

EXHIBIT 3A

RATES FOR RESIDENTIAL COLLECTION SERVICES

Rates Paid By Customers

- Side Door Service for Garbage, Rubbish, and Recyclable \$300.00 per year*
Materials at single family homes

* This annual fee is in addition to the fees that are charged to all Residential Customers, and paid by the City.

On-call household hazardous waste collection
(48 hour notice is required)

Call-out fee \$50

Disposal (subject to revision as approved by Director)

<u>Aerosols.....</u>	<u>\$3.63/gallon</u>
<u>Oil based paints.....</u>	<u>\$3.63/gallon</u>
<u>Latex paints.....</u>	<u>\$2.07/gallon</u>
<u>Corrosives.....</u>	<u>\$2.54/gallon</u>
<u>Toxic liquids.....</u>	<u>\$5.76/gallon</u>
<u>Gasoline.....</u>	<u>\$2.26/gallon</u>
<u>Used oil.....</u>	<u>No charge</u>
<u>Propane tanks.....</u>	<u>\$25.00/gallon</u>
<u>Fire Extinguishers.....</u>	<u>\$13.00/gallon</u>

EXHIBIT 3C

RATES FOR COLLECTION SERVICES FOR THE CITY

1. Disposal of Yard Trash, Bulk Waste, Source Separated Recyclable Materials, paint, fluorescent light bulbs, and Electronic Equipment, collected at the City's Transfer Station pursuant to Section 30.4 and the disposal of Solid Waste collected during Community Events pursuant to Section 36.2, during the First Operating Year.....\$100,000
2. Additional Collections – as requested service

Accept and process paint, fluorescent light bulbs and Electronic Equipment at the City's Transfer Station on additional operational days, Supplemental labor costs per event:

Holiday Mondays.....\$3,350
Sundays.....\$2,300
Disposal.....based on weight

Remove miscellaneous hazardous waste that accumulates at the Waste Transfer Station at prescribed rates approved by the Director. Note – no call-out fee paid, if removal coincides with first Saturday or other authorized events:

Call-out fee.....\$50
Disposal.....based on weight

Provide on-call Household Hazardous Waste pick-up service from residential units at prescribed rates approved by the Director and paid by the Customer to the Contractor. Rates include:

Call-out fee.....\$50
Disposal.....based on weight

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~~ 95, 65 and 35 gallons in size. ~~Contractor shall not use 35 gallon carts in lieu of 48 gallon carts.~~

EXHIBIT 10 – EFFECTIVE OCTOBER 1, 2015

RESIDENTIAL SINGLE STREAM RECYCLING INCENTIVE PROGRAM

SCOPE OF SERVICES

The Contractor shall operate a marketing and rewards program to increase the Recycling rate among approximately twenty eight thousand five hundred (28,500) single-family Curbside single stream Customers and sixteen thousand eight hundred (16,800) multifamily residential units.

The work to be performed under this Agreement 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. Annually, the City will review the program's effectiveness, and the City may terminate the program with sixty (60) days written notice.

Program components shall include, but not be limited to, the following:

- Provide each Customer with the opportunity to earn incentives through participation in the program;
- Create an account for each Customer that allows the viewing of transaction history, including, but not limited to, Recycling participation and reward redemption;
- Allow participants to log in and select areas where credits can be redeemed. Distribute incentives to program participants via an internet credit system or call-in system, which enables participants to print redeemable credits through their at-home printer or other processes for those Customers without computer capabilities;
- Provide a method to measure participation levels, and its impact on the City-wide Recycling rate;
- Provide monthly reporting of Customer registration, program participations, and incentives that attract the most activity;
- Ensure a minimum of forty percent (40%) of the participating reward vendors from the City of Coral Springs' businesses. Vendors shall include no less than twenty five (25) regional and local rewards at program kick off. Provide marketing materials to participants, via a kick-off promotional flyer, with instructions on how to participate;

- 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.
- Provide a company representative to be available to City staff Monday through Friday, 8:00 a.m. to 5:00 p.m. to answer questions regarding the program; and
- Evaluate the effectiveness of the program with City on an annual basis.

Costs per unit per month are:

<u>Single-family and low-density units.....</u>	<u>\$0.22/unit/month</u>
<u>Multi-family units.....</u>	<u>\$0.10/unit/month</u>

Exhibit 13



Hydraulic Spill Plan March 1, 2015

DIRECTIVE: Preventative and Response Measures to Reduce and Manage Hydraulic Spills

APPROACH:

Preventative Maintenance

1. During the routine and preventative maintenance inspections of fleet, all hydraulic lines must be observed for wear and replaced as necessary.
2. All rings and fittings must be inspected and replaced according to schedule.
3. Units historically identified with failures due to manufacturer warranty issues must be placed on an accelerated PM schedule.
4. Any unit during post trip inspection reporting a low hydraulic reading on gauge must be inspected and source of fluid loss identified before fluid is added and unit is placed back on route.

Route Observation

1. Drivers are trained and expected to constantly monitor the streetscape in the areas of service to ensure normal undetected leaks occur.
2. Supervisors must include observation of streetscapes in service areas weekly to ensure any spills/stains are

reported and the route units are inspected if a spill/stain is observed.

Spill Response

1. When a spill occurs, driver shall stop service immediately and notify the Supervisor, who will notify the City Public Works Department 954-344-1165.
2. Driver shall deploy containment boom, apply absorbent, and take immediate response action to limit areas impacted.
3. Each truck shall be equipped with oil dry, sorbent pads, sorbent sock and additional provisions retained by the Supervisor.
4. Maintenance Personnel and Supervisor must report on site immediately to determine cause, stop/repair leak and assess the severity of the spill.
5. Supervisor will make a photographic record: initial, intermediate and final conditions consistent with clean-up actions.
6. Actions shall include: removal of any free standing liquid, pressure cleaning / washing stains and application of absorbents, as appropriate.
7. Third Party assistance must respond within two hours to clean spill in accordance with all state and federal regulatory guidelines.
8. If the spill cannot be cleaned to the satisfaction of the supervisor, an incident report must be filed and the supervisor must report to the local agency the date, time of spill and the corrective measure including a time table for resolution.
9. Supervisor will review conditions where the structural integrity of the asphalt appears impacted and consider follow-up actions in conjunction with City personnel.

Contact Information:

Main Contact, Supervisor- Art Campbell, (954) 234-8941

Secondary Contact, Supervisor- George Negron, (954) 461-9851

Contact and Contractual Administration, Division Manager- Damon Stinson,
(754) 204-4389

Note: As required, the Plan may be modified or updated as approved by the Director.

Exhibit 14 (effective July 1, 2016)

City of Coral Springs Residential Services

Disposal Cost to Waste Pro with annual true-up for tons above or below amendment benchmarks

Garbage and Rubbish Collection Service, Twice Per week, With automated collection and garbage carts	Current Budget \$2.87	
Recycling Materials Collection Service, Once per week, with automated collection and recycling carts	\$1.16	
Bulk Waste <u>(including yard trash)</u> Collection Service, once per week, no 6 cubic yard limit	\$2.19	
Collection subtotal	\$6.22	
Bulk Waste and Yard Trash Disposal <u>(including WTS) @ combined 0.54</u> tons/unit/year	\$1.70	(1)
TOTAL	\$7.92	per month, per dwelling unit

Notes

(1) based on projected Sun-Bergeron disposal costs with 32% yard waste

Adjustment Examples

Assume 28,352 unit count	CPI Adjustment	disposal rate CPI adjusted (2)	july 1 -june 30 tons	disposal true-up WP payment or city rebate
FY 2016		\$1.70	0.59	
FY 2017	3.00%	\$1.75	0.61	(3) \$13,388.44
FY 2018	3.00%	\$1.80	0.52	\$77,224.55
FY 2019	3.00%	\$1.86	0.65	(\$22,726.08)

Notes

(2) Monthly payment - bulk and yard waste disposal

Monthly Rates projected

Assume 28,352 unit count	CPI Adjustment	disposal rate CPI adjusted (2)	collection rate CPI adjusted	monthly payments	disposal true-up WP payment or city rebate
FY 2016		\$1.70	\$6.22	\$7.92	
FY 2017	3.00%	\$1.75	\$6.41	\$8.16	\$13,388.44
FY 2018	3.00%	\$1.78	\$6.60	\$8.38	\$77,224.55
FY 2019	3.00%	\$1.81	\$6.80	\$8.61	(\$22,726.08)

Notes

(3) Assumes apportioned payment for July - Sept 2016.

Adjustment formula: % tonnage change x units x months x disposal rate

Examples:

$((0.59-0.54)/0.54) \times 28,352 \times 3 \times \$1.70 = \$13,388.44$
 $((0.61-0.54)/0.54) \times 28,352 \times 3 \times \$1.75 = \$77,224.55$
 $((0.52-0.54)/0.54) \times 28,352 \times 3 \times \$1.80 = (\$22,726.08)$

Supplemental Payment FY 2017
 Supplemental Payment FY 2018
 City Credit FY 2019