CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JANUARY 23, 2024

City Commission Chamber	Work Session	5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

2. ROLL CALL

3. WASTE PRO DISCUSSION

1. Waste Pro Discussion

   (Requested by Valerie Manning, City Clerk)

4. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/23/24 05:00 PM
Department: City Clerk
Category: Workshop Item
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 4382

WORKSHOP DISCUSSION (ID # 4382)

Waste Pro Discussion

At the November 14, 2024 City Commission meeting the Commission approved an extension to the Redman Consulting Group (RCG) Monitoring Agreement and added a Consulting Service Agreement with RCG for the negotiation of renewing or extending the agreement with Waste Pro.

There are options for the city to either negotiate the existing agreement with Waste Pro, or allow the existing agreement to expire in 2027 and seek new proposals in the competitive market.

RCG has a scope of work which included:

• Assist the City with setting meetings with Waste Pro and City Staff
• Assist the City with negotiations for a manageable and acceptable contract extension to be submitted to the City Manager, Mayor, and City Commission for consideration.
• Prepare Addendum(s) for updated and negotiated contract language changes.
• Prepare an economic analysis of any recommended contract changes.
• Prepare comments for staff as they relate to proposals to be considered for recommendations.
• Initially review and analyze the City's existing operational service system.
• Prepare comments and recommendations for any potential changes within this system.
Review the existing solid waste ordinance and prepare any comments or recommendations for any changes if necessary. If the City decides to make service changes, it will most likely require some modifications to the existing ordinance.
• Review and prepare recommendations for required equipment due to rerouting or any change in the type of service to be provided.
• Prepare a proforma, based on the decision of the type of service to be provided, for the city to use as an operational guideline.
• Prepare a proforma based on any economic fee increases to be paid to the Contractor.

Over the past two months, RCG along with city staff and Tim Dolan from Waste Pro discussed the details in the attached proposal. The proposal brings in a cost increase of $2.50 to Waste Pro plus a CPI increase not to exceed 5% per year. The city would increase the cost to the customer by the same $2.50 plus CPI. This would occur over a five (5) year period and then only the CPI would be added to the Waste Pro fee but the city would continue to increase the customer an amount of $2.50 per month each year for the life of the agreement, which would then expire in 2037.

The City Commission has three options this evening. Although there is no formal voting on the matter, the City Commission can direct the staff toward one of three options.

1. Bring forward the proposal with any recommended changes to the City Commission for a formal presentation and vote. This option is a gradual increase to the customer over a period of time. The City Commission could stop the annual monthly increases at any point in the future when they feel the reserves have been established to a point of the Commission desire.

2. The City Commission can request additional information or changes to the proposal to be brought back to another work session.

3. The City Commission can take no action and direct the city staff to allow the current agreement to expire and prepare to solicit proposals through the competitive bidding process in advance of the expiration of the agreement.

The city would begin the competitive bidding process approximately one year prior to the expiration to allow time for any possible change in the vendor.

Additionally, this evening, the city staff is seeking direction on increases to the commercial accounts.

Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

FIRST AMENDMENT TO THE CONTRACT FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION SERVICES

This First Amendment to the Contract for Solid Waste Collection, Disposal and Transportation Services is made and entered into as of the date of last execution below ("Amendment Effective Date"), by and between, the City of Holly Hill, a Florida municipal corporation (the "City"), and Waste Pro of Florida, Inc., a Florida Corporation (the "Contractor"). City and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties."

Whereas, the City and the Contractor executed the Contract for Solid Waste Collection, Disposal and Transportation Services, dated August 22, 2017, as approved by City Resolution No. _____ (the "Contract"); and

Whereas, the Contract term ends September 30, 2027, and may be renewed for five-year renewal terms by mutual consent; and

Whereas the City is satisfied with the services being provided by the Contractor and desires to have the Contractor continue to provide services; and

Whereas the Contractor desires to continue to provide services to the city; and

Whereas, the City and the Contractor have negotiated certain modifications to the contract including a requirement for the Contractor to replace collection vehicles and purchase approximately _____ new collection vehicles with a value of approximately $_____; and

Whereas, in consideration of the above referenced capital expenditure being made by the Contractor, the City is willing to extend the initial term until September 30, 20_____.

NOW, THEREFORE, based upon the foregoing recitals, the mutual covenants and promises contained herein, and the other consideration set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties agree to this First Amendment to the Contract for Solid Waste, Collections, Disposal and Transportation Services, as follows (additions are underlined and deletions are struck through):

I. Section 1 – Definitions and Terms of the Contract is amended as follows:

EXCESSIVE YARD TRASH – means (i) large items such as tree limbs that exceed five feet in length and six inches in diameter, or that weigh in excess of 40 pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon.

Toter – wheeled trash can with attached lid in 96-gallon sizes. City approved toters will be supplied by the contractor and will have the city seal of Holly Hill embossed on two (2) sides.

Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

II. Section 2 – Term of Contract; Option to Renew, is amended as follows:

Section 2 – TERM OF CONTRACT; OPTION TO RENEW

The Renewal Term of this Contract _____years commences on _____ 1, 2024 (the "Effective Date"), and ends on September 30, 20__, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional _____year Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

Furthermore, the contractor agrees upon either expiration or termination of the contract all wheeled carts/toters in the city and in the contractor's backup inventory with the city of Holly Hill city seal embossed on the toters will become the property of the city.

The contractor agrees thirty (30) days prior to either expiration or termination of the contract the contractor will provide the city with GPS type collection routes and schedules for each type of service provided residential and commercial.

III, Section 3, Subsection B, (9) is amended as follows:

In order that the City may be informed of the quality of service, the Contractor agrees to utilize the city's preferred cloud-based electronic tracking system (hereinafter "Electronic Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the city and all residential and commercial customers with access to the Electronic Tracking System. The city may provide a link to the System from the City's web site. The Electronic Tracking System shall have a smart phone application if commercially available that the Contractor and City may use for incident tracking. The contractor agrees the city will deduct the monthly cost of the online tracing system in the current amount of $319.50. The monthly cost of the online tracking system is subject to an annual increase as per the CPI as listed in section 7, B.

IV. Subsection **4A.(1)(b)(iv) Bulky Wastes** is amended as follows:

(iv) **Bulky Wastes:** Contractor will remove all bulky waste items that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris Contractor cannot readily remove bulky waste items without special equipment, Contractor shall tag all bulky waste not collected with a description and reason for non-collection of such waste for the customer. Each tag shall include the address, date and time. Furthermore, the Contractor shall submit daily a copy of each tag to the City showing reasons for non-collection and when the Contractor will return to make collection. The Contractor shall return for collection within 24 hours

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of tagging to customer.~~,~~ ~~-~~Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 4.A.(d). Method of payment to the Contractor for collection of excessive yard trash will be addressed in Exhibit E-1 - Pricing Sheets, attached hereto.

V. Subsection **4. (2)(a) Scheduled Yard Waste When** is amended to read:

(a) WHEN: Once per week, on a weekday other than on regular scheduled refuge collections between 7:00 am and 7:00 pm.

VI. Section **4.2 (4). SPECIAL COLLECTIONS** is amended as follows:

E. SPECIAL COLLECTIONS. Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in Exhibit E-1. Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request. Beginning on the Amendment Effective Date, Contractor shall account for all revenues from special collections billed to customers and report all such revenues to the City by the 20th of each month.~~,~~ Contractor shall remit with the monthly revenue report, twenty percent (20%) of the gross billing collected the previous month for special collections. In lieu of the Contractor physically remitting such amount, the Contractor and the City may agree, in writing, to offset such amounts due against payments that the city is required to make to Contractor in Section 7.

In addition, during special events such as Bike Week, Contractor may, upon the Public Works Director's prior approval, provide such special collections and the City will bill the customer. See Exhibit E-1 for further requirements regarding special events.

VII. Section 5.A. **SCHEDULED RRECYCLABLE MATERIALS COLLECTION AND DISPOSAL** is amended as follows: **A. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL**. Required recycling services include collection of all recyclable materials from all residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program. The Contractor shall include within its monthly collection and transportation cost per residential unit the cost of any and all processing cost.

VII. Section **5.E. MARKETING OF RECYCLABLE MATERIALS** is amended as follows:

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

business operations in Volusia County. Contractor may deliver recyclable materials to Contractor's recycling facility in Ocala, Florida or any licensed facility. [TD1][WR2]The Contractor shall only deliver recyclable materials to any other facility outside of Volusia County upon written approval of the Public Works Director. At a minimum, the Contractor will provide for taking, marketing, or storing of recyclables at the nearest County landfill.

VII. Section 5, B, F. **CHARGES TO THE CITY FOR DISPOSAL OF RECYCLABLE MATERIALS**[TD3][WR4]**.**

The city reserves the right to direct the contractor to dispose of recyclable materials at the County landfill at no additional cost to the city for collection or transportation. The contractor and the city will negotiate the additional cost of disposing of the recyclables. If an agreement cannot be reached, the Contractor may cancel the contract with 365 days notice of termination.

XVI. **Section 7 Payments to Contractor** is amended as follows:

All references to Exhibit E-1 are replaced with Exhibit G-1 which is attached hereto.

IX. **Section 7.B. Adjustments to Collection Component** is amended as follows:

B. ADJUSTMENTS TO THE COLLECTION COMPONENT. For purposes herein, the term "CPI Index" means Water and sewer and trash collection services in U.S. city average, all urban consumers, seasonally adjusted, series of the Consumer Price Index (CPI-U) sub-section CUUR0000SEHG02 section trash only as published by the US Department of Labor, Bureau of Labor Statistics, or if that index ceases to be published, an equivalent index determined by the City.

(1) Effective on April 1, 2023, [TD5][WR6]the collection component for residential and commercial customers set forth in Exhibit E-1 will be adjusted based on the annual percentage change in the CPI Index. The CPI increase or decrease will be effective for the period beginning on October 1, 2024, and ending on September 30, 2025.

Effective on October 1st of each calendar year, the collection component for residential customers set forth in Exhibit E-1will be adjusted based on the annual percentage change in the CPI Index for April of the current year compared to April of the previous year. ~~the immediately preceding period beginning on April 1st and ending on March 31st~~. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component.

After applying the CPI to the residential collection component in FY 24/25, 25/26, 26/27, 27/28, and 28/29, $2.50 will be added to the residential collection component.

After applying the CPI to the commercial collection component in FY 24/25, $1.84 per cubic yard will be added to the commercial collection component.

(3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets. Additionally, the CPI increases will not exceed five percent (5%) annually. Should a CPI increase exceed 5% the remaining value over 5% shall be carried over and applied to the following year.

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

XI. Section 7.E UNUSUAL CHANGES OR Costs added to this section with the following:

~~...~~The Contractor has the right to petition the city for additional payment based upon extraordinary changes in the cost of providing services. The city has the option of approving or denying the requested increase. Should the city deny the increase and the parties are unable to negotiate in good faith a mutually agreeable increase with Contractor, Contractor shall have the option to terminate the agreement with a written 365-day notice. Any request must be accompanied with an audited financial statement from a third party Certified Public Accountant (CPA) who must be agreed upon by the city and the contractor, showing what is perceived by the contractor as a detriment to the financial status of the contractor's operations. If the parties are unable to agree to the increase request, there will be a dispute resolution or mediation. Only proof that the Contractor is not obtaining a reasonable margin as determined by a dispute resolution or mediation would be cause of Notice to Terminate.)

XII. Section **12.A.(e)** is added to this section with the following:

(e) As of the Amendment Effective Date, Contractor will implement a three-year schedule for phasing in new collection vehicles, referred to as Primary Collection Vehicles herein, to be used exclusively to serve the City. The proposed schedule for providing new Primary Collection Vehicles will be provided to the Public works Director for approval prior to the Amendment Effective Date. Thereafter, Contractor may replace vehicles as reasonably necessary during the Term; however, no Primary Collection vehicle used will be over ten years old and must be in good working order and Aesthetically.. pleasing in appearance.

XI. Section **14.A(2) Number of Vehicles to be Provided** is amended as follows:

(2) Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure the Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles–one vehicle each for supervisors overseeing the City operations and a minimum of one (1) grapple truck dedicated and working in the City on all required collection days. In addition, Contractor shall have one operational spare or overflow grapple truck available to the city in accordance with the terms of this contract.

XV. Section 12.B (2) (d) General Container Requirements is amended as follows

B. GENERAL CONTAINER REQUIREMENTS.

(d) Mechanical rolling front-load dumpsters of sizes 2 or 4 yard will be made of plastic. Sizes 6 and 8 yards will be made of metal.

XVI. Section **14.A** is amended as follows:

(30) Unsafe driving such as speeding, failure to stop at stop signs etc.

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

$100.00 per incident

(31) Failure to have the required equipment on board of each collection vehicle such as rakes, brooms, shovels, spill kit and reflective safety triangles and reflective vest. The collection crews must wear reflective vest

$100.00 per incident

(32) Failure to tag any type of waste not collected with the reasons why collection was not made and copy the city on each tag daily. Tags must have the address, date and time of the tag for it to be considered a valid tag.

$100.00 per incident

(33) Failure to collect tagged bulky waste within 24 hours of tagging.

$100.00 per incident

(34) Failure to close out a case within the tracking system without a stated resolution

$100.00 per incident

(35) Failure to close out a case within the tracking system within 24 hours of resolution

$125.00 per incident

(36) Closing out case in the tracking system prior to prior to providing the actual service

$125.00 per incident

XVII. Contractor to reimburse City.

Waste Pro of Florida, Inc. agrees to reimburse the City for the consulting fees charged by Redman Consulting Group, Inc. the cost for preparation of documents and renegotiations related to this contract renewal. Payment by Waste Pro will be within fourteen (14) days from the date approved by the city commission as entered below.

XVII. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement on the dates indicated below.

The City of Holly Hill

By _____
Chris Via, Mayor

Date:_____

Waste Pro of Florida, Inc.

By:_____
Eric Sankey, Regional Vice President

Date: _____

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

Attest:_____
Valerie Manning, City Clerk

Approved at to legal form:

By:_____
Scott Simpson, City Attorney

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

Exhibit E - 1

EXHIBIT E - 1
Pricing Sheets

1.0493	CPI
0.8930	Fuel
$ 0.12	Disposal Increase per yard

COMMERCIAL CONTAINERS

Oct-23

CU YD	PU/WEEK	COLLECTION	DISPOSAL	FUEL	TOTAL
2 YARD	1	$51.54	$19.67	$3.25	$74.46
	2	$103.06	$39.33	$6.52	$148.91
	3	$154.62	$59.00	$9.77	$223.39
	4	$206.16	$78.67	$13.02	$297.85
	5	$257.70	$98.34	$16.28	$372.32
	6	$309.21	$118.00	$19.52	$446.73
	XPU	$12.75	$4.85	$0.82	$18.42
4 YARD	1	$91.64	$35.21	$5.80	$132.65
	2	$183.30	$70.41	$11.57	$265.28
	3	$274.96	$105.62	$17.37	$397.95
	4	$366.63	$140.83	$23.16	$530.62
	5	$458.83	$176.24	$28.98	$664.05
	6	$551.05	$211.65	$34.82	$797.52
	XPU	$22.64	$8.66	$1.43	$32.73
6 YARD	1	$151.70	$57.95	$9.59	$219.24
	2	$298.06	$113.97	$18.82	$430.85
	3	$447.10	$170.96	$28.25	$646.31
	4	$596.14	$227.94	$37.66	$861.74
	5	$745.16	$284.93	$47.08	$1,077.17
	6	$894.18	$341.90	$56.51	$1,292.59
	XPU	$32.71	$12.54	$2.04	$47.29
8 YARD	1	$202.17	$77.23	$12.77	$292.17
	2	$404.34	$154.46	$25.54	$584.34
	3	$606.48	$231.68	$38.31	$876.47
	4	$808.62	$308.91	$51.08	$1,168.61
	5	$1,010.77	$386.13	$63.87	$1,460.77
	6	$1,212.93	$463.36	$76.61	$1,752.90
	XPU	$48.32	$18.43	$3.05	$69.80
T96 Carts	2	$29.56	$3.56	$0.62	$33.74
VIP Comp FL	Per CY	$24.77	$6.25	$0.85	$31.87

HOLLY HILL RESIDENTIAL ROLL-OFF
(Plus Disposal straight Pass through)

Oct-23

Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

	Per Haul
20YD	$255.39
30YD	$255.39
40YD	$255.39

HOLLY HILL COMMERCIAL ROLL-OFF
(Plus Disposal straight pass through)

	Oct-23
	Per Haul
20YD	$255.39
30YD	$255.39
40YD	$255.39

RESIDENTIAL COMPONENT UNITS

				Oct-23
	COLLECTION	DISPOSAL	FUEL	TOTAL
Refuse	$9.18	$3.43	$0.56	$13.17
Yard Waste	$2.70	$0.90	$0.57	$4.17
Recycling	$1.63	$0.00	$0.36	$1.99
Combined Rate	$13.51	$4.33	$1.47	$19.31

HOLLY HILL RESIDENTIAL

	Oct-23
Residential Cart	$19.31
Residential Additional Cart	$19.31
Bulk Additional Cubic Yard collected	$6.29
White Good collected	$6.29

OTHER MISCELLANEOUS CHARGES

	Oct-23
Wheels/Casters	$0.00
Locking Lids	$12.41

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Attachment: Amendment 1 - Contract for Solid Waste Collection_2024_1_31 (Redline)RCG amendment 3 (002) (4)FINAL for 1-23-2024

Tim Dolan, Vice President
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, FL 32771-6369

August 31, 2017

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Joe,

This letter confirms that Waste Pro of Florida, Inc accepts the assignment from Waste Management Inc. of Florida and the "Contract for Solid Waste Collection, Disposal and Transportation Services between the City of Holly Hill, Florida and Waste Pro of Florida, Inc., dated August 22nd, 2017

Sincerely,

Tim Dolan, VP

cc. Bill Redman

word/Holly Hill contract letter 8_31_17

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

TIM HAWKINS
PRESIDENT

WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33073
954.984.2035 PHONE
954.984.2057 FAX

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Assignment of Contract for Solid Waste Services between City of Holly Hill and Waste Management Inc. of Florida to Waste Pro of Florida Inc.

Dear Mr. Forte:

This letter confirms the fact that Waste Management Inc. of Florida consents to and authorizes the assignment of the above captioned contract to Waste Pro of Florida Inc.

Sincerely,

TIMOTHY HAWKINS

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

Contract for Solid Waste Collection, Disposal and Transportation Services

Between

The City of Holly Hill, Florida

And

Waste Pro of Florida, Inc.

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

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ORIGINAL

CONTRACT

THIS CONTRACT is made and entered into this 22nd day of August, 2017, by and between **The City of Holly Hill**, a Florida municipal corporation ("the City") and **Waste Pro of Florida, Inc.**, a Florida corporation ("the Contractor").

In consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor hereby agree as hereinafter set forth:

SECTION 1 – DEFINITIONS AND TERMS

A. DEFINITIONS. For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. Other terms not defined herein shall be defined consistent with applicable federal, state, or local law; or in the absence of such applicable laws and regulation, they shall be given their customary meaning.

APPROVED LANDFILL means the Volusia County landfill or any other FDEP approved landfill recognized by the City for Contractor's use in disposing of collected solid waste pursuant to this Contract.

BIOLOGICAL WASTE means waste that causes or has the capability of causing disease or infection including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings or animals.

BIOMEDICAL WASTE means any solid or liquid waste which may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state, or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.

BULKY WASTE means large discarded items of trash such as furniture, refrigerators, stoves, other household appliances, pallets, mattresses, bedding and carpeting, which due to their size, shape, or weight, cannot readily be placed for collection in the standard waste container provided by the Contractor pursuant to this Contract. The term excludes any items of yard trash, construction and demolition debris, and car and boat engines, tires, and exterior vehicle body parts.

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COMMERCIAL CUSTOMER means a solid waste customer of the City receiving service at a commercial establishment.

COMMERCIAL ESTABLISHMENT means a property or properties zoned or used for commercial or industrial uses, or used by an entity exempt from taxation under s. 501(c)(3) of the Internal Revenue Code, and excludes property or properties zoned or used for single-family residential or multifamily residential uses.

COMMERCIAL CUSTOMER means a customer of the City's solid waste utility other than a residential customer.

COMMERCIAL REFUSE means refuse collected by Contractor from any commercial customer.

CONSTRUCTION AND DEMOLITION DEBRIS means discarded materials generally considered to be non water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

(i) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

(ii) Effective January 1, 1997, except as provided in 403.707(12)(j), Florida Statutes, unpainted, non treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and

(iii) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

CONTRACT YEAR means a 365-day period beginning on the Effective Date or on the anniversary of the Effective Date. The Contract

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Year may be referred to with an ordinal number based on when the Contract Year begins. For example, the first Contract Year is the Contract Year beginning on the Effective Date, and the Second Contract Year is effective on the first anniversary of the Effective Date.

CURBSIDE means the area immediately adjacent to the edge of the traveled portion of a public or private street affording reasonable access to waste collection vehicles. Typically this area is the parkway or lawn area in between the street and sidewalk. For properties without such parkways or lawn areas, curbside means on the customer's property within five feet from the street.

DESIGNATED RECOVERY FACILITY means a facility licensed by the appropriate governmental entity to receive and process recovered materials.

DUPLEX means a residential building containing two single-family living units.

DWELLING means any premises used primarily for human habitation, except accommodation units.

EXCLUDED WASTE means (i) biological waste, (ii) biomedical waste; (iii) hazardous waste; (iii) debris and waste products generated by land clearing, building construction or alteration activities (other than do-it-yourself projects) and hauled away by the respective Contractor, public works-type construction projects whether performed by a governmental unit or by contract, or governmental agencies other than the City; (iv) items not allowed at the County landfill or other approved landfill; and (v) any other materials or substances deemed by the Public Works Director to be hazardous and therefore excluded. The term includes yard waste produced by landscape maintenance contractors which is hauled away by same, and tree removal debris.

GARBAGE means every accumulation of animal, fruit, or vegetable matter relating to the storage, preparation, use, and consumption of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects The term includes bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, but not recovered materials.
The term also includes animal feces.

HAZARDOUS WASTE means solid waste or combination of solid wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial hazard to

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human health or the environment if improperly stored, treated, disposed of, transported, or otherwise managed.

MECHANICAL CONTAINER means a container for the deposit of garbage, trash, or recyclables that can be emptied by mechanical means.

MUNICIPAL BOUNDARIES means the incorporated limits of the City, as they now or hereafter may exist.

MULTIFAMILY BUILDING Multi-family dwelling unit shall mean a building or a portion of a building, regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family, which units are not customarily offered for rent for one day, and shall include apartments, townhouses, and condominiums

MULTIFAMILY RESIDENTIAL COMPLEX means a building or complex of buildings that contains one or more multifamily buildings.

NEIGHBORING COMMUNITY means a municipality within Volusia or Flagler County.

PRIMARY COLLECTION VEHICLE means a vehicle typically used by Contractor for regularly-scheduled route collections.

PUBLIC WORKS DIRECTOR means the City employee responsible for management and operation of the City's solid waste utility, regardless of job title, or designee; provided that in all instances the term includes the City Manager for the City.

RECOVERED MATERIALS means metal, paper, cardboard, 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.

RECYCLABLE MATERIALS means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The term includes newspapers, aluminum and metal beverage and food cans, all colors of glass bottles and jars. The term also includes plastic bottles coded "1" or "2" at the bottom, which previously held liquid, and such other materials as mutually agreed upon in writing by the Contractor and the Public Works Director. The term excludes materials that previously contained biological waste, biomedical waste, hazardous waste, or automotive or food products.

REFUSE means all garbage, trash, including construction and

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demolition debris, but not biological waste, biomedical waste, hazardous waste, or recovered materials.

RESIDENTIAL CUSTOMER means a City solid waste customer receiving collection service for single-family premises, a duplex, a triplex, or a multifamily residential complex, regardless of the type of container provided.

SPECIAL WASTES means solid wastes that may require special handling and management, including tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes, biomedical wastes, and hazardous wastes.

TRASH means and includes household trash, yard trash, and commercial trash, defined as follows:

(i) Commercial trash means any and all accumulations of refuse material generated by the operation of buildings containing more than ten permanent living units, motels, stores, offices, and other business places, which is not garbage or recovered material, including discarded paper, rags, excelsior, wooden or paper or cardboard boxes or containers, sweepings, furniture, appliances, car parts, tires, and any other accumulations; and all waste placed in public receptacles on public streets, parks, playgrounds, and other public places.

(ii) Household trash means any and all accumulations of refuse material from the operation of a residential unit which is not garbage or recovered materials, including all bulky wastes, yard toys, and building material waste from residential do-it-yourself projects.

(iii) Yard waste means any and all accumulations of refuse consisting of grass, palm fronds, leaves, branches, shrubs, vines, cut trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees. The term excludes boards or lumber.

TRIPLEX means a residential building containing three single-family living units.

B. CUSTOMER CLASSIFICATIONS. Customers may be classified in this Contract as residential or commercial customers. Customers may also be classified in this Contract as toter-serviced customers or mechanical container-serviced customers. These two sets of customer classifications are not mutually exclusive.

SECTION 2 - TERM OF CONTRACT; OPTION TO RENEW

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The Initial Term of this Contract is ten years and one month commencing on September 1, 2017 (the "Effective Date"), and ending on September 30, 2027, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional ten-year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

SECTION 3 - SCOPE OF WORK; EXCLUSIVE RIGHTS

A. GENERAL DESCRIPTION; RESPONSIBILITY FOR COSTS. Commencing on the Effective Date, and continuing throughout the Initial Term and any Renewal Terms, Contractor shall provide refuse collection, transportation, and disposal services, and recyclable materials collection and transportation services, as further described below, within the municipal boundaries. Contractor will provide such services to all of the City solid waste utility's residential customers, and all commercial customers. In addition, Contractor shall perform such services as are required to provide a complete recyclable materials program.

Contractor is responsible for all costs associated with the services required herein, including for provision of labor, vehicles and other equipment, machinery, supplies, insurance, bonds, permits, licenses, taxes, and interest, except where specifically provided otherwise herein.

B. GENERAL REQUIREMENTS. In providing the services herein, Contractor will comply with the following general requirements in addition to those described in the enumerated Sections below:

(1) Contractor will perform the services described herein in an efficient, sanitary, thorough manner.

(2) Contractor will not litter or cause any spillage (including waste streams, hydraulic fluid, oil, fuel, or otherwise) in providing the services. Upon being notified of littering or spillage, Contractor will provide immediate cleanup.

(3) Contractor will comply with all applicable federal, state, and local laws, and obtain and comply with all permits and licenses required by law.

(4) Consistent with Section 13 below, Contractor will provide a sufficient number and quality of vehicles and other

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equipment, and employ a sufficiently trained work force consisting of a sufficient number of workers, to enable Contractor to perform the services in compliance with all requirements.

(5) Contractor will operate Contractor's vehicles in a manner that maximizes safety and minimizes interference with vehicular and pedestrian traffic. Contractor will not suffer or permit vehicles in service to be unattended while on the streets. The City reserves the right to deny Contractor's vehicles access to certain roadways or alleys where, because of road conditions or other circumstances, denial of such access is in the public interest.

(6) In providing collection services, the Contractor will not be responsible for scattered refuse except where refuse has been scattered by Contractor's acts; in which case, Contractor will immediately pick up all such scattered refuse.

(7) Contractor's employees will not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large. In such event the Contractor shall immediately notify the customer and Public Works Director, in writing, of such conditions and of his inability to make collection because of such conditions.

(8) Contractor will submit to the Public Works Director a monthly report, no later than the 15TH of each month, for the previous month, regarding the following:

- Garbage, yard waste and recycling tonnage by route.

- Used tire tonnage from all routes.

- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number.

- Commercial front load dumpster report listing, in alpha order, service address, dumpster size, days of collection and truck or route number.

The compactor reports are needed as directed by the City; by service address, size of container, date pulled, and number of pulls per month.

(9) In order that the City may be informed of the quality of service, the Contractor agrees to maintain an on-line, web-based electronic tracking system (hereinafter "Electronic

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Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the City and all residential and commercial customers with access to the Electronic Tracking System to report a complaint and review status. The City may provide a link to the System from the City's web site. Contractor agrees the City will deduct the monthly cost of the online tracking system in an amount not to exceed $300.00 monthly from the payment due the contractor from the City. The Contractor agrees he must input a resolution for each case entered into the tracking system prior to closing any such case.

C. EXCLUSIVE RIGHTS. While this Contract is in effect, in consideration of the scope of services to be provided by Contractor, and subject to compliance with all conditions of this Contract, Contractor will have the sole and exclusive right to collect refuse, trash and recyclable materials within the municipal boundaries, subject to the following exceptions:

(1) Excluded waste and post-disaster debris may be collected and disposed of by the City or another contractor selected by the City.

(3) Recovered materials at commercial establishments - in accordance with Florida Statutes Section 403.7046(3), the City may not require commercial establishments generating source-separated recovered materials to use the City's solid waste service for collection and conveyance of such materials.

(4) The City reserves the right to collect refuse in the course of its street maintenance and other City functions and pursuant to City ordinances.

(5) Any other exemptions required by federal, state, or local law.

SECTION 4 - REFUSE COLLECTION AND DISPOSAL

A. RESIDENTIAL COLLECTIONS. Except for certain multifamily residential complexes as provided in Section 4.A.(4) below, all residential customers will receive services using regular garbage containers, plastic tie bags or a wheeled cart (aka) toter-type container.

Services as follows.

(1) Scheduled Refuse Collection. Contractor will provide scheduled refuse collections for all City residential customers in accordance with the following terms and conditions:

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ORIGINAL ORIGINAL

(a) WHEN: Twice per week, Monday, Tuesday, Thursday and Friday between 7:00 a.m. and 7:00 p.m. Scheduled date of service will be at least three days apart.

The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) QUANTITY AND KIND: The Contractor will collect all refuse left for collection subject to the following exceptions, which are further addressed in Special Collections in Subsection 4.E below:

(i) Litter: Contractor is not required to collect litter as defined in Chapter 54 of the City Code.

(ii) Excluded Waste: This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) Construction and demolition debris: Except for limited amounts of construction and demolition debris generated from do-it-yourself projects and left for collection as part of a regularly scheduled residential refuse service, this Contract does not require Contractor to provide collection of such debris. The Contractor is exempt from obtaining a franchise license

(iv) Bulky Wastes. Contractor will generally remove bulky waste items that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove bulky waste items without special equipment. Contractor shall collect all bulk waste by the close of business the day following identification with such equipment and remove the bulky waste items. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 3.B.(9).

(v) Tires: Contractor shall collect and dispose of passenger type automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that Contractor may impose an additional charge, with prior approval of the Public Works Director and prior notice to the customer, if the residential customer exceeds an annual maximum of eight automobile

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tires. Truck tires shall be specifically prohibited from required collection.

(c) WHERE: Collection will be made curbside, except for certain disabled customers who have been approved by the Public Works Director for alternate collection location as follows: Disabled residential customers may file a written request with the Public Works Director to arrange for a more convenient collection location, using forms provided by the City. The request must include (i) a signed statement that no one is residing at the home who is physically able to take the refuse curbside, and (ii) a physician's statement verifying that the customer is physically unable to take the refuse curbside. Upon approval of the request the Public Works Director will provide notice to the Contractor that alternate collection is required, including the collection location. Thereafter the Contractor will provide collection at the alternate location designated, such as the back door, garage entrance, or side yard. In such instance Contractor will only be required to collect bulky waste if left at the required curbside location.

(d) HOW: The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position with the lids in place in the location where they are found; however, under no circumstances will Contractor leave containers within the travel lane. Refuse may be transferred from containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any items of special waste not collected by the Contractor will require the Contractor to place a Contractor provided notice on either the container or the customer's front door as to the reason(s) such items were not collected. On the same day, the Contractor will be required to deliver to the Public Works Director a copy of such notice(s) which will also include the address. The Contractor may submit a copy of the notices to the City electronically through the web based tracking system or by scanning and emailing the notices to the Public Works Director the same day. This notification will also be acceptable via a web based tracking system.

(2) Scheduled Yard Waste Collection. Contractor will make an additional collection for yard trash as follows:

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(a) WHEN: Once per week, on Wednesday , between 7:00 am and 7:00 pm. The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) QUANTITY: The Contractor will collect **all** yard trash left for collection, except for excessive yard waste.

For purposes herein, "excessive yard waste" means (i) large items such as tree limbs that exceed five feet in length or six inches in diameter, or that weigh in excess of 50 pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon.

Contractor will not be required to pick up excessive yard waste. When Contractor determines there is excessive waste, Contractor will be required to leave a written notice for the customer stating reasons why the excessive waste was not collected and submit a signed and dated ticket to the Public Works Director, Utility Billing and RCG, and attach thereto a photograph of the excessive waste taken by Contractor.

The Public Works Director will mediate in the event of a dispute between Contractor and the customer regarding the existence of excessive yard waste or the amount of the special collection charge. If the Public Works Director determines that the yard waste is not excessive, Contractor will remove the excessive yard waste no later than close of business the day following identification/ notification by the Public Work Director to proceed. If the Public Works Director determines that the yard waste is excessive, Contractor shall not be required to collect the yard waste. However, Contractor may collect the yard waste as a Special Collection Service, set forth in Section 4.E., below.

(c) WHERE: Curbside or within five (5) feet of the edge of the roadway.

(d) HOW: The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position (not lying on its side) where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by

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the Contractor. Loose piles of garden and yard trash shall be collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized. One "Claw" trucks will be available to service the City at to meet the contract requirements. However if the City determines a need to increase manpower and equipment to successfully collect the waste the Public Works Director or designee has the right to request and require the Contractor to increase the use of additional manpower and equipment to complete the collection process in an acceptable manner.

(3) Scheduled Recyclable Materials Collection. Scheduled collections will be made for recyclable materials once per week, on the same day and from the same location as garbage or yard trash. Additional requirements regarding recycling are set forth in Section 5, below.

(4) Special Collection Provisions for Certain Multifamily Residential Complexes. This Section four (4) applies to multifamily residential customers who are mechanical container-serviced customers. . In addition, the Public Works Director may require other multifamily residential complexes to use such containers, either upon their request or upon the Director's own initiative.

(a) Refuse collection will generally conform to the requirements provided for scheduled refuse collections in Section 4.A.(1) above, except that:

(i) Containers will be located and collection will be made from the location agreed upon by the Contractor and the customer, and in the absence of such agreement, in the location designated by the Public Works Director; provided that the Public Works Director may require a different location in order to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(ii) The Contractor will return container(s) to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. The Contractor must properly spray the container(s) as directed by the City with a sanitizing spray from the collection vehicle.

(iii) The Public Works Director may exempt a multi-family residential complex from scheduled yard waste collections based upon verification of an acceptable arrangement with a licensed landscaping

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services company for removal and lawful disposal of such yard waste.

(iv) The Contractor will immediately notify the Public Works Director through use of an Electronic Tracking System referenced in Section 3.B.(9) if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections.

(b) A multifamily residential complex using a mechanically-emptied container will be treated as a commercial customer for purposes of determining the City's payments to Contractor in Section 54, below.

B. COMMERCIAL COLLECTIONS

(1) Scheduled Refuse Collection. Contractor shall provide refuse collection for all commercial customers in accordance with the following terms and conditions:

(a) **WHEN:** Scheduled collections will be made a minimum of twice per week for food establishment businesses and a minimum of once per week for all others between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday for each commercial property. Scheduled collection dates will be at least three days apart. In addition:

(i) The Contractor agrees all commercial customer calls will be dealt with directly by the City for all request of services including but not limited to: additional collections, new service implementation, relocation of a container, maintenance of an existing container and all other matters which deals with commercial customer services

(ii) The Public Works Director, on his or her own initiative or in response to the customer's request, may require the Contractor to provide additional scheduled collections for any commercial customer in order to protect public health.

(iii) All permanent and temporary roll off will be exclusive to the City's contractor. All roll off customers must be serviced in a timely manner. Each roll off customer must be serviced the same day as the service is requested to be performed so long as a twenty four (24) hour period of notification from the customer to the Contractor. The Contractor is required to place each request for service by a

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customer into the tracking system immediately upon receipt of request in order for the City to have access and notification of each incident. Service shall mean any and all request or complaint for service such as delivery or collection. Failure to comply with this requirement will result in the City implementing the appropriate administrative charge against the Contractor. See Section 14, # (20).

(b) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection, including bulky waste, except for the following, which are further addressed in Special Collections, Section 4.E. below:

(i) Bulky Waste: If due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove the bulky waste item(s) without special equipment, Contractor shall return to the site the same day with such equipment and remove the bulky waste items. Contractor shall establish and maintain an Electronic Tracking System referenced in Section 3.B.(9) to log and immediately notify the City. The City will bill customer for bulk in excess of (1) one cubic yard. Photos of excessive bulk waste will be provided by the Contractor.

(ii) Excluded Waste: This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) Construction and demolition debris: This Contract requires Contractor to provide collection of construction and demolition debris generated by or on behalf of a commercial customer.

(c) WHERE: The commercial customer will accumulate refuse in locations that are mutually agreed upon by the customer and the Contractor and convenient for collection by the Contractor. In the absence of a mutual agreement, or whenever determined necessary in order to eliminate, prevent, or reduce odor, overflow, or spillage, the Public Works Director will determine the location.

(d) HOW: The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector

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shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates.

If a mechanical container is used the Contractor must properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the Public Works Director.

The Contractor will notify the Public Works Director if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. The Contractor agrees to insure collection of any commercial waste accumulated outside of the collection container and shall submit to the City a copy of each ticket produced for additional collection due to overflow of waste. Such notice will be provided on the same day as collection. If for any reason waste is not collected the Contractor will tag the waste and deliver a copy of such notice to the City the same day. The Contractor may use an Electronic Tracking System referenced in Section 3.B.(9) to provide such notice.

(2) Yard Waste. This Contract provides for collection of yard waste from commercial properties that are not serviced by landscape companies.

(3) Commercial Recycling Collection. See Section 5 below.

C. COLLECTIONS ON CITY PROPERTY. The Contractor will provide scheduled collection services on all City property and for all City facilities, including all parks and all property owned, leased, rented or controlled by the City. **Exhibit B**, attached, contains a list of current City properties served by Contractor, including frequency of collection.

When providing scheduled service for City property Contractor will empty all refuse containers located thereon, including those used by the general public.

The Contractor will collect all used tires improperly deposited on City right-of-ways and collected by the City and deposited at the Public Works Complex .

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The Public Works Director may from time to time request the Contractor to place one or both of these containers at a different location within the City for collection and disposal.

E. SPECIAL COLLECTIONS. Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, bulky waste items, tires, and excessive yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in **Exhibit E.** Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request.

In addition, during special events such as Bike Week, Contractor may upon the Public Works Director's prior approval provide such special collections and the City will bill the customer. See **Exhibit C** for further requirements regarding special events

F. MISCELLANEOUS COLLECTIONS.

(1) Dead animals on public streets and City-owned property. On days Contractor is scheduled in the City the Contractor shall, during normal operating hours, pick up dead fowl, reptiles, animals, fish, etc. from public right-of-way, playgrounds, and all City-owned property within two hours after notification by the City.

(2) Vacant Lots. The Contractor will collect refuse for vacant lots in the same manner as the Contractor provides for occupied lots.

G. DISPOSAL.

(1) Disposal of Refuse. Except for recovered materials, which are addressed in Section 5, Contractor will dispose of all refuse collected pursuant to this Contract at the approved landfill.

(2) Approved Landfills. The Volusia County landfill will be the primary landfill used by the Contractor for disposal of refuse collected pursuant to this Contract. Contractor shall not dispose of refuse collected pursuant to this Contract at any other FDEP approved landfill without written notification to the Public Works Director.

SECTION 5 - RECYCLING SERVICES

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A. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL. Required recycling services include collection of all recyclable materials from all residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program.

B. DESCRIPTION OF THE WORK. The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the recycling bins provided by Contractor.

(1) FREQUENCY OF COLLECTION: The Contractor shall provide scheduled recyclable materials collections services a minimum of once per week.

(2) DAYS AND HOURS OF COLLECTION: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. weekdays. If weekend collection is needed following a holiday or other circumstances, collection shall not begin earlier than 8:00 A.M. and shall cease no later than 7:00 P.M. In the event of an emergency, or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the Public Works Director or designee.

(3) QUANTITIES. Contractor will collect all recycled materials that comply with the regulations which identify acceptable recycling materials the customer leaves for collection in the recyclable bins, provided that up to three(3) bins are in the required location.

(4) POINT OF PICKUP OF RECYCLABLE MATERIALS: Collection of residential recyclable materials shall be from the same location as required above for scheduled residential refuse collections, including the special locations provided above for disabled customers.

(5) METHOD OF COLLECTION OF RECYCLABLE MATERIALS: For residential units, unless otherwise agreed in writing, the Contractor may collect recyclables in a commingled source at the point of collection, (i) newspaper and (ii) commingled aluminum cans, plastic and glass (green, amber and clear)plastic bottles, cardboard boxes, magazines, cereal

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boxes and any other recyclables that may be listed on the Volusia County website which may change from time to time. The Contractor shall make collections with a minimum amount of noise and disturbance to the residential and commercial customers. The Contractor shall handle recycling containers with reasonable care and return them to the approximate location from which they were collected. Any recyclable materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left at the point of collection. The Contractor shall leave incorrect materials in the recycling bin along with a Contractor provided notice describing the proper materials and reason(s) items have not been collected. The Contractor will be required to place such notice either within the container or place a door hanger notice at the residence. The notice will include the reason(s) why Contractor rejected the items for collection.

For multi-family residential units, the Contractor shall transport the individual recyclable bins from the storage location, empty into the truck and return the bins to their original location.

The Contractor and the City shall mutually develop a procedure for handling placement of incorrect material in recycling bins by residents.

(6) SCHEDULES AND ROUTES: Recyclable materials collection shall be made to residential units on one of the same days in which garbage or yard trash is collected. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the Public Works Director is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency, requiring such action.

Should the County close the landfill in honor of holidays, the Contractor shall not be required to collect on that day. The Contractor may collect on the following day, excluding Sunday.

C. COMMERCIAL RECYCLING; MARKETING PROGRAM. This Contract does not require recycling services to be provided for commercial establishments. However, Contractor agrees to develop and implement a commercial recycling marketing program throughout the City with a primary emphasis on the Ridgewood Avenue Business Area, to encourage commercial customers to recycle, including for example by placement of commercial recycling receptacles at City designated business district locations within the City. This program must be implemented within 90 days after the Effective Date.

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the

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City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local business operations. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at the nearest County landfill.

E. REVENUES GENERATED FROM RECYCLING. The Contractor shall account for all revenues generated through the sale of collected recycling materials and report all such revenues to the City on a monthly basis. Any revenues generated from the sale of recyclables will be retained by the Contractor.

F. NO CHARGES TO CITY FOR DISPOSAL OF RECYCLABLE MATERIAL. Currently there are no charges for processing recyclable materials. In the event the recycling market imposes a processing fee, the City reserves the right to direct the Contractor to either dispose of the recyclables in the landfill or alternatively direct the Contractor to deliver the recyclable materials to processing facility. The Contractor will negotiate a processing or disposal fee with the City imposed by the selected processing or disposal facility.

G. E-WASTE PROGRAM. The Parties acknowledge that as of the Effective Date, there is currently no resource recovery or disposal facility within Volusia County that accepts electronic waste (E-Waste) for recovery. Once either Party identifies such a facility, the Parties will work together to develop a mutually acceptable E-Waste collection and disposal program. Upon the creation of a mutually acceptable E-Waste collection and disposal program, Contractor will commence collecting E-Waste as a component of the residential recycling program.

SECTION 6 - POST-DISASTER COLLECTION AND DISPOSAL SERVICES

The Contractor and the City will work together to create and implement a post-disaster response plan for collection, hauling, and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions short of a declared disaster, natural disaster, severe disturbance, riot, terrorist activity, or other calamity (hereinafter, "disaster event"). The Contractor understands the City has existing contracts with a storm disaster contractor which will take precedence over any additional disaster response program created between the City and the Contractor.

The Contractor fully understands and agrees the Contractor will not implement any work stoppage under the scope of work outlined within this agreement during a pending disaster or named disaster storm without the prior written approval of the City Manager or

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his designee. Written approval may be obtained in the form of an electronic message either by email or text. The Contractor may be directed to perform collection services post disaster, up to their weekly collection average, in specific areas as designated by the City. In no event will the Contractor be relieved from collecting the average amount of yard waste weekly during and after a storm as its usual collection services on the regular scheduled collection day unless waived by the City for safety reasons or roadway obstructions cause by such named event.

A. REQUIRED ELEMENTS. If agreed upon, the plan will provide for the following:

(1) The City will pay Contractor the FEMA-approved post-disaster rates stated at the time of the named event for the first 72 hours, provided that Contractor's post-disaster efforts comply with FEMA regulations. Any additional collection required after the first 72 hours of the named event will revert to the pre-agreed pricing and terms.

(2) The Contractor will at all times have in place written agreements with one or more subcontractors for collection, hauling, and disposal relating to the above to help ensure that the Contractor has sufficient resources available to provide timely service. Such agreements will contain operational details and unit pricing for collection and hauling with actual disposal costs included as an add-on charge. The Contractor will promptly provide the City all subcontractor agreements that Contractor currently has or will have in place. Any amendments to the existing subcontracts or proposed future subcontracts are subject to City review and approval. Contractor must present all proposed amendments and new subcontracts for City review and approval prior to March 1 of each year.

(3) Submittal of the plan will comply with the timeline set forth in **Exhibit H**. The plan will set forth in detail operational details, unit pricing, and other terms for work to be performed by Contractor, particularly for the first 72 hours after a disaster event.

(4) The Contractor will update and review the plan with the City annually before the start of the hurricane season.

B. POST-DISASTER MEETING. The Public Works Director and the Contractor will meet as soon as possible after each disaster event to formulate and agree upon terms and conditions for Contractor's performance of post-disaster event solid waste collection, hauling, and disposal.

C. CITY MAY USE OWN FORCES, OTHER CONTRACTORS. The City reserves the right to use the Contractor's forces, Contractor's

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subcontractors, services other than those provided pursuant to this Contract (i.e., use of City's own forces or other City contractors), or any combination thereof, for the provision of post-disaster services as referenced herein.

D. CONTRACTOR REMAINS RESPONSIBLE. In no event will the Contractor be relieved of its duties under this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster, without the City's specific written approval. Subject to paragraph two of Section 6 above.

SECTION 7 - PAYMENTS TO CONTRACTOR

A. MONTHLY SERVICE FEE; UNIT PRICES. In consideration of the services performed by the Contractor herein, and subject to any offsets provided herein, the City will pay the Contractor a monthly service fee.

The monthly service fee is based in part on the residential and commercial customer data expressed in Exhibit E, in unit pricing, subject to adjustments provided for herein. As shown on the Pricing Sheets attached hereto as **Exhibit E**, except for container surcharges, the unit prices to be paid by the City to the Contractor are broken down into a collection component fuel component and disposal component. Unit pricing for residential customers is set forth on the basis of the number of residential customers served. Unit pricing for commercial customers is set forth on the basis of the number of cubic yard of refuse collected from each commercial customer and disposed of at an approved landfill. Unit pricing for items such as containers are based on the type of containers, such as roll-off containers and front-load dumpsters.

The City will be considered to be a commercial customer for collection of refuse for all City-owned or controlled locations on which containers have been located with the City's approval, except for litter cans such as those typically located on sidewalks. **Exhibit B** contains a current list of all such locations and containers. The Public Works Director is authorized to revise this list from time to time as the locations and containers change without need for formal amendment to this Contract. All services provided to City owned or controlled properties shall be at no cost to the City as listed in Exhibit B.

B. ADJUSTMENTS TO COLLECTION COMPONENT. For purposes herein, the term "CPI Index" means the Consumer Price Index for All Urban Consumers, South Size class B/C, for all items , or if that index ceases to be published, an equivalent index determined by the City.

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(1) Effective on October 1, 2018, the collection component for residential and commercial customers set forth in **Exhibit E** will be adjusted based on the annual percentage change in the CPI Index for the period beginning on April 30, 2017, and ending on April 30, 2018. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component. The CPI component will be adjusted using the U. S. BLS Series Id: CUUR0000SA0

Series Id:	CUUR0000SA0
	Not Seasonally Adjusted
Series Title:	All items in U.S. city average, all urban consumers, not seasonally adjusted
Area:	U.S. city average
Item:	All items

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the April index.

(2) Beginning on the first anniversary of the Effective Date and annually thereafter, the collection component for residential and commercial customers will be subject to adjustments based on the most recent annual percentage change in the CPI Index preceding the adjustment. Notices requesting the CPI increase must be received by the City from the Contractor no later than June 1 of each year. Exhibit "E", Pricing Sheets, shall also be updated and submitted to the City with any annual CPI adjustment request. Once a Party has requested the change in compliance with this Contract, the adjustment will be made without need for formal amendment of this Contract.

(3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets.

C. ADJUSTMENTS TO FUEL COMPONENT. The adjustments provided in this Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2018 with the base of fuel pricing being set at ten (10%) percent above the fuel pricing as established on September 1, 2017 as per fuel pricing index know as:
"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at:
http:?/tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the

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CPI adjustment in paragraph B above.

(1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2018.

(2) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the diesel fuel price in effect at the beginning of the period of measurement to the diesel fuel price in effect at the end of the period of measurement. During the initial adjustment, the diesel fuel price in effect at the beginning of the period of measurement will equal the diesel fuel pricing index stated above.

Example: Fuel Cost as per the internet listing at the effective date of September 1, 2017:

$3.00 per gallon	
10% of rate	.30
Base Rate	$3.30
1st anniversary price	$3.25
Rate Increase	.05
% of increase over the Base Rate	.015

The increase to the fuel component would be .01 cent

(3) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually, or some longer period if mutually acceptable to both Parties. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement.

D. FAVORED NATIONS CLAUSE. Upon Contractor's execution of a contract with a neighboring municipality for the provisions of the same, terms and conditions provided in this Contract and the Contract provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's contract.

E. UNUSUAL CHANGES OR COSTS. Either Party may petition the other on the anniversary date of the contract for rate adjustments at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, or changes in location of disposal sites. No such change will be approved except through formal amendment of this Contract.

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SECTION 8 - STORAGE AND OFFICE FACILITY

The Contractor agrees to continue to operate from the location located of the current storage and office facility including a customer service office and maintenance facility at 925 S. Clyde Morris Boulevard, or another established location on the eastside of Volusia County.

The facility shall be equipped with sufficient toll free telephone lines; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the facility operational hours of this contract, 7:30 AM to 5:30 PM. After hours of operation the Contractor will provide a telephone answering service.

SECTION 9 - SCHEDULES AND ROUTES

A. IN GENERAL. The Contractor shall generally organize and operate its fleet to provide collection services on the assigned days for pickup in accordance with routes designed to provide the most efficient level of service, and to provide for generally consistent times for customer pickup. Collection routes and schedules in effect as of the Effective Date will remain in effect until changed pursuant to this Contract. In the event of an emergency, or unforeseen circumstances, Contractor may temporarily deviate from the approved routes and schedules following approval by the Public Works Director. However, Contractor acknowledges and agrees that at various times, such as during holidays and special events, or in association with seasonal yard maintenance, the quantities of refuse to be collected or disposed may substantially fluctuate; and that the additional workload imposed upon Contractor will not be considered as adequate justification for failure of the Contractor to comply with the approved schedules and routes.

B. CITY'S RIGHT TO APPROVE ROUTES AND SCHEDULES. The Public Works Director shall have the following rights on behalf of the City in order to protect the public health, safety, and welfare:

(1) To review and approve Contractor's proposed changes to and temporary deviations from the approved schedules and routes.

(2) To require changes and temporary deviations in the approved schedules and routes.

(3) To prohibit the Contractor from using certain streets, alleys, and other public right-of-way.

The Director's rights extend to right-of-way outside the City

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limits, such as roads outside the City used for Contractor's transportation or disposal of collected solid waste.

C. IMPLEMENTATION OF CHANGES AND DEVIATIONS. The Contractor will implement any City-approved or -required changes or deviations in routes or schedules efficiently, with a minimum of disruption in customer service. Except where impractical due to unforeseeable conditions, Contractor will provide notification to all customers affected by a City-approved or required change or deviation in routes or schedules at least ten days in advance of such changes or deviations. The notification will be in a form approved in advance by the Public Works Director.

D. TEMPORARY CLOSURE OF LANDFILL AS BASIS FOR DEVIATION. Should the operator of the approved landfill close the landfill in honor of holidays, the Contractor will not collect on that

day. Instead, the Contractor will collect on the following regularly scheduled collection day.

E. POWER TO DENY ACCESS. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, bridges, or for other reasons determined by the City.

The Contractor shall not interrupt the approved regular schedule and quality of service because of such street closures. The Contractor shall notify the City's affected solid waste customers.

F. FORCE MAJEURE. The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract. In no event will the Contractor be relieved of its duties under the terms of this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster.

G. HOLIDAYS. When a regularly-scheduled residential collection day falls on a holiday, the Contractor may collect all residential solid waste, recycling and yard waste on the next regularly scheduled collection day. When a regularly scheduled commercial

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collection day falls on a holiday, the Contractor may collect all commercial solid waste on the day following the regularly scheduled collection day. For the purposes of this Section, holidays for residential collection are New Year's Day, Thanksgiving Day, and Christmas; the only holiday for commercial collection is Christmas.

SECTION 10-CITY'S RIGHT TO SUPERVISE PERFORMANCE

A. SUPERVISION OF CONTRACT PERFORMANCE. The Contractor's performance shall be supervised by the Public Works Director. If at any time the Public Works Director provides Contractor notice that performance is not satisfactory, Contractor will promptly increase the force, tools, and equipment as needed to properly perform this Contract. The failure of the Public Works Director to give such notice shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract.

B. PUBLIC WORKS DIRECTOR'S AUTHORITY. The Public Works Director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor; and the Public Works Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive, and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract; and his findings and conclusions shall be final and binding upon both Parties

C. INSPECTION OF WORK. The Contractor shall furnish the Public Works Director with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall by notice designate the person to serve as Contractor's agent and liaison in dealing with the City on all matters arising under this Contract. The Public Works Director may appoint qualified persons to inspect the Contractor's operation and equipment either at the Contractor's facility, the City Yard facility or in the field on a side street not subject to frequent traffic, while the Contractor is performing collection services at any reasonable time. The Contractor shall admit other authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, such notice to be given not less than 24 hours prior to the inspection.

D. DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW. It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to

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interpretation of the specific language in the contract. During any disagreement between the Parties regarding Contractor's obligation to collect refuse, the Public Works Director may by notice direct the Contractor to collect and dispose of any refuse that is the source of the disagreement, and the Contractor will remove all such refuse within two days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

E. CITY NOT LIABLE FOR DELAYS. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

SECTION 11 - QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT. The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. The Contractor agrees all residential waste collection vehicles at all times during the residential collection process, will be manned with a minimum of two-person crews such as driver-driver or driver helper in order to insure the City's residential customers are serviced properly. All subcontractors, superintendents, foremen, and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. Contractor's employees shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that all employees serve the public in a courteous, helpful, and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him or her.

B. TEMPORARY WORKERS. Contractor may employ temporary workers from a licensed temporary agency, excluding labor halls, under this Contract; provided that they are included in the required

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workers compensation insurance policy, and that they are included in a list of temporary employees, by name, provided to Public Works Director. The list will be updated within three business days of any changes in the listed names.

C. COOPERATION OF CONTRACTOR REQUIRED. The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have a designated supervisor assigned to the City and available as needed during the work week. This person shall be competent and able to communicate with the public. The Contractor will supply the supervisor with mobile communication with a published phone number for direct contact with the Public Works Director as well as all residential and commercial customers for any situation that may arise. A daily roster of employees and equipment will be supplied to the Public Works Director on an "as requested" basis.

D. HANDLING COMPLAINTS. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which Contractor is doing business and provide adequate employees for those customers needing to contact the contractor during collection hours Monday through Saturday. Contractor will also provide an after-hours answering service. An electronic telephone answering machine will not be acceptable.

The Contractor also agrees to provide a single point of contact in order for the Public Works Director to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time.

In all instances Contractor will provide response to complaints received no later than the close of business the next day, including Saturday, and will track all responses in the Electronic Tracking System referenced in Section 3.B.(9). For each month in which the number of un-serviced legitimate customer complaints reaches 20 or more, whether for garbage or trash, or any other cause, the City shall be entitled to liquidated damages/administrative charges of $100 dollars per complaint including the first twenty. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Public Works Director shall be final.

E. PERFORMANCE GUARANTEE. The Contractor will deposit with the City a performance bond in the amount not less than $350,000.00. The performance bond shall be written by a surety with an A, Class VIII, or higher financial rating as shown in Best's Key Rating Guide.

The City Manager reserves the right to increase the amount of the

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performance bond but in no event will the performance bond be in an amount that exceeds 50% of the estimated annual amount paid to the Contractor. Any increase to the bond amount will require the City to provide 90 days' advance notice to the Contractor.

SECTION 12 - EQUIPMENT

A. VEHICLE REQUIREMENTS. Contractor will provide and maintain all vehicles to be used in providing services under this Contract. All collection vehicles used to provide the services to the City shall be dedicated exclusively to the City during the specific collection days which the City is being serviced by the Contractor and the Contractor will comply with the following requirements:

(1) Collection vehicle requirements. At a minimum, vehicles will comply with the following requirements:

(a) All collection vehicles will have bodies that are water tight to a depth not less than 18 inches, with solid sides, using pneumatic tires.

(b) All collection vehicles shall be equipped with operational radio transceiver or cell phone devices capable of communicating with the Contractor's dispatcher from anywhere within the municipal boundaries.

(c) All vehicles will be equipped with functioning back-up cameras, oil absorbing hose wraps, GPS tracking.

(d) Back up collection vehicles are not required to comply with Paragraph (c) immediately above. But they must be of the same size and have the same functionality and features as primary collection vehicles. Backup equipment will not be permitted to operate for more than two (2) collection days unless a written request is made to the Public Works Director and the Public Works Director grants a longer time period in writing to the Contractor.

(e) Each collection vehicle shall be equipped with a spill kit, pitchfork, rake, shovel and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and reflectors.

(f) Vehicles used for recyclable material collections must be designed for such purpose, Prior to purchasing equipment the Contractor must determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials.

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Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City.

(g) All vehicles will be painted uniformly, and will display the company name, telephone number, and the vehicle number, printed in letters not less than five inches high on each side of the vehicle and must carry the sign on each side of the collection vehicle stating "Proudly Serving the City of Holly Hill".

(h) Contractor will number all vehicles and maintain a record of the vehicle to which each number is assigned.

(2) Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include at least one vehicle for the supervisor overseeing the City operations, and one "clamshell" truck available to the City In accordance with the terms of this agreement.

(3) Vehicle Condition. All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition. All collection vehicles will be maintained in a clean and painted condition to present a pleasing appearance. The Contractor will comply with the following cleaning and painting: Contractor will wash all vehicles once per week, and more frequently if necessary. Contractor will on a regular basis use touch up paint on vehicles to repair any scars or scratches. Contractor will schedule vehicles for repainting every three years, or more frequently as needed based upon the condition of a vehicle.

(4) Additional Vehicle Safety Requirements.

(a) Each non-packer collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

(b) Collection vehicles shall not be overloaded so as to scatter refuse.

(c) Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for purposes of providing immediate cleanup of any spills caused by Contractor.

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(d) Each vehicle will be equipped with safety equipment such as a fire extinguisher and reflectors.

(e) Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid making collections on major travel ways during the morning and evening rush hours.

(5) Authority to Inspect. The Public Works Director or his designee is authorized to spot inspect all vehicles during route operations for compliance. The Contract administrator will attempt to notify the Contractors supervisor of the intent to inspect collection vehicles while on the collection routes the morning of the intended inspection.

(6) Maintenance of vehicles. Any fully refurbished collection vehicles must be inspected and approved by the City Manager or his designee prior to implementation of service within City. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition, Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, with sole discretion, may require the removal of equipment not adequately maintained as described above.

(7) Removal of Collection Equipment. Collection equipment that regularly and repeatedly fail to perform in a satisfactory manner shall be permanently removed from services in Contractor's Service Area. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor. Email notification will be considered acceptable as written notification by the parties. Unsatisfactory vehicle performance includes but is not limited to:

a. Failure to complete a route due to a mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.

b. Discharge of vehicle fluids due to mechanical

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failure five (5) times in any consecutive twelve (12) month period during the Agreement.

d. Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve(12) month period during the Agreement.

B. GENERAL CONTAINER REQUIREMENTS.

(1) The Contractor will provide all City solid waste utility customers with 96 gallon toters, recyclable bins, and to be used by Contractor for collection services under this Contract. All recycle bins must bear the name and seal of the City of Holly Hill or the Contractors name and logo.

(2) All such containers will be designed for ease of use and durability, and will additionally comply with the following requirements:

(a) Toters will be wheel-mounted plastic, garbage cans will be galvanized metal or plastic cans of a type commonly sold as garbage cans. Toters will be made and provided with tight fitting lids. Whether used by residential or commercial customers, toters will have a capacity of 96 gallons.

(b) Recycling bins will be plastic or recycled material in capacities suitable for their intended use. Actual capacity will be mutually agreed upon by Contractor and the City, or, in the absence of such mutual agreement, as determined by the Director.

(c) Mechanical Front load dumpsters must be in capacities of 2, 4, 6, and 8 cubic yards.

(d) Mechanical rolling front-load dumpsters will be made of plastic.

(e) All containers will be of a color and design sufficiently uniform to reasonably identify the Contractor including a customer service number and email address; however, no advertising is permitted.

(3) The Public Works Director has the right to approve or reject the toters, bins, and mechanical containers proposed to be used by the Contractor to comply with the requirements of this Section.

(4) The Contractor will maintain an inventory of toters, bins, and mechanical front load dumpsters and other required containers readily available, including for replacements of

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containers previously provided.

(5) Commercial customers will generally have the option to select the type and capacity of container to be used, so long as they are provided by Contractor.

(6) The Public Works Director has the right to require the use of a particular type and capacity of container, and to require replacement of an existing container, to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(7) Contractor will create and implement a replacement schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the Public Works Director. The schedule will provide, at a minimum, for inspection, replacement or reconditioned every 24 months or at such other interval as directed by the Public Works Director. The Schedule must be approved and replacements must commence no later than 24 months after the Effective Date. Each replacement container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

C. ADVERTISING PROHIBITED. No advertising other than Contractor's standard company logo shall be permitted on vehicles, dumpsters, or roll off containers servicing Holly Hill. Replacement toters shall not display the company logo and will only display the City of Holly Hill logo/seal A sign saying "Serving The City of Holly Hill" shall be displayed on all collection trucks, associated with this contract, while within the municipal boundaries. Magnetic signs are permissible.

SECTION 13 - INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIRED. The Contractor shall not commence services under this Contract until Contractor has obtained all insurance required herein, in form and from such insurance companies as approved by the Risk Manager of the City, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

(1) Required Coverage's. The following coverage's are required

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(a) **Worker's Compensation Insurance** for all of employees employed in connection with the services herein; and if the work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the worker's compensation protection of employees not otherwise protected.

Coverage Limits:

Employers liability Each Accident $1,000,000
Employers Liability Disease - Each Employee $1,000,000
Employers Liability Disease - Policy Limit $1,000,000
Employers Liability $1,000,000
SIR $500,000

(b) **Commercial General Liability Insurance** including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Coverage Limit(s):

Each Occurrence $2,000,000
Damages to Rented Premises (Each Occurrence) $500,000
Medical Expense (any one person) $5,000
Personal and Advertising Injury $2,000,000
General Aggregate $4,000,000
Products - Comp/Op Aggregate $4,000,000

(c) **Automobile Liability Insurance** which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the Contractor at the site of the project or in any way connected with the work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

Coverage Limit(s):

Combined Single Limit $1,000,000

(d) **Umbrella Liability Policy** in the amount of $5,000,000 per occurrence/aggregate location specific,

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that is no more restrictive in coverage than all underlying coverage's described above.

(e) Pollution Liability Insurance in the amount of $5,000,000 per occurrence. Such coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, Products/Completed Operations for Pollution, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation and non-owned disposal coverage. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

ALL OF THE LIABILITY POLICIES REFERENCED ABOVE MUST BE ENDORSED TO NAME THE CITY AS ADDITIONAL INSURED WITH 30 DAY NOTICE OF CANCELLATION.
In addition, for all liability policies coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the effective date of this Contract and with a three-year reporting option beyond the Annual expiration date of the policy.

(2) Proof of Insurance. Proof of insurance will be filed with the Risk Manager, who is authorized to require actual copies of certificates of coverage. No policy is acceptable to the City which can be canceled by the insurer in less than 30 days after the insured has received written notice of such cancellation of the policy. To be acceptable to the City, each insurance certificate shall include a copy of the additional insured endorsement.

(3) Provision of Replacement Insurance. If Contractor fails to provide any required coverage or allow such coverage to expire or lapse, the City may secure such coverage and offset the cost thereof against the monthly fees otherwise owed to Contractor.

(4) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may

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deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

B. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the City, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

SECTION 14 - ADMINISTRATIVE CHARGES

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contact, the City shall be entitled to assess against the Contractor the amounts listed below, not as a penalty but as administrative charges.

The City will be entitled to offset any administrative charges assessed against the monthly fee otherwise due to Contractor hereunder or alternatively to collect such damages from the performance bond.

A. OPPORTUNITY FOR CURE NOT REQUIRED. The following administrative charges may be assessed without the need to give the Contractor the opportunity to cure:

(1) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 7:00 P. M.

$100 per incident, a maximum of
$300 Per truck per day

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(2) Un-handled complaints over 10 in a single month. Which shall mean complaints not dealt with or resolved within the allowable time frame stated in (1) above.

$150 per incident including the first 10

(3) Failure to collect commercial solid waste or recyclables between 7:00 A.M. and 7:00 P.M. and during special events as directed by the City or residential solid waste or recyclables between 7:00 A.M. and 7:00 P.M.

$150 per incident

(4) Failure to replace damaged container-- within five days for commercial customers; 48 hours for residential customers.

$100 per incident

(5) Failure to repair damage to customer's property within seven days.

$350 per incident

(6) Equipment operator not properly licensed.

$500 per incident

(7) Failure to comply with the current schedules and routing maps.

$250 per incident

(8) Failure to complete a route on the regular pick-up day.

$500 per day for each route not completed

(9) Failure to provide proper notification prior to residential route changes.

$250 per day, per route not notified

(11) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

$500 per incident

(12) Failure to maintain signs stating "Proudly Servicing The City of Holly Hill " on all work vehicles associated with this contract while servicing the City.

$250 per incident

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(13) Name and phone number not displayed on all equipment and containers.

$250 per incident

(15) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

$250 per incident

(16) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage. See Section 8, EQUIPMENT, A. TYPE.

$200 per incident

(17) Repeat failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

$250 per incident

(18) Failure to have the required number of functioning "clamshell" trucks available within the City in accordance with this agreement.

$250 per day

(19) Failure to collect dead animals within two hours of notification.

$100 for every two hours unhandled

(20) Failure to either service or deliver a roll off, either open top or compactor or a commercial front load customer within twenty four hours of such scheduled request made by the customer or the City.

$250.00 for each day unhandled

(21) Failure to enter a resolution of a case entered into the tracking system within the required time.

$150.00 per incident

(22) Placing a toter at a location which does not carry the City name and logo.

$150.00 per incident

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(23) Failure of the Contractor to place all request for services and or incidents into the tracking system immediately upon receiving such request.

$50.00 per incident

(24) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

$125.00 per incident.

(26) Using improper equipment or unauthorized (not listed on the equipment Roster) to service commercial or residential Customers.

$500.00 per incident.

(27) Failure to provide proper notification prior to Residential Route changes.

$250.00 per incident

(28) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

$500.00 per year

(29) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

$250.00 per incident

B. OPPORTUNITY FOR CURE REQUIRED. The following administrative charges may be assessed only (i) after the City has given Contractor notice and a reasonable opportunity to cure, or (ii) where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided Contractor notice of such failure): any cure provided by the Contractor must be within ten (10) days from notification or the administrative charge assessed will be implemented.

(1) Failure to maintain office hours as required.

$200 per incident

(2) Failure to provide documents and reports in a timely and accurate manner as per agreement. The required reports also

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includes the monthly reporting of all waste and recycling collected by weight in tonnages by each category and all commercial mechanically emptied container customers who have had overloaded containers.

$250.00 per incident

(3) Failure to cover materials, if appropriate, on all collection vehicles.

$250 per incident

(4) Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement.

$150 per incident

(5) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the Contractor.

$200 per incident

(6) Failure to follow established reporting operation or administrative procedures.

$150 per incident

(7) Failure to provide monthly tonnage and recycling data reports.

$250 per incident

(8) Loaded vehicles left standing on street unnecessarily.

$150 per incident

(9) Failure to drive in the proper direction.

$100 per incident

(10) Commingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.

$250 per incident

(11) Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City wide recycling activity.

$100 per incident

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(12) Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area.

$150 per incident

(13) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces.

$500 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Public Works Director by the Contractor. The decision of the Public Works Director shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints.

This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

SECTION 15 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect or hereafter adopted pertaining to the collection of garbage and trash shall in any way be construed to affect, change, or modify or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash. Contractor acknowledges receipt of a current version of Chapter 54 - SOLID WASTE of the City Code, which is incorporated herein by reference.

SECTION 16 - AMENDMENTS

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within 30 days of the Contractor's receipt of the written amendment.

All other amendments require the mutual consent of both Parties and the approval of the Holly Hill City Commission .

SECTION 17 - NOTICES

A. To Whom Required. All notices authorized or required to be

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provided pursuant to this Contract will be provided to the Party's representative designated below, unless and until notice is provided in accordance with this Section to provide such notice to a different person.

If to Contractor:

Timothy Dolan, Regional Vice President
And
Kenneth DeForest, District Manager
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford FL 32771

If to the City:

Joseph Forte, City Manager
The City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

B. Manner of Service. Service of notices to the representatives designated pursuant to Section A immediately above will be deemed completed when actually delivered; or when sent by a nationally-recognized delivery service for overnight delivery within two business days thereafter; or when transmitted to a receiving fax machine within two business days thereafter, provided that a hard copy is sent within two days after the fax is sent; or within 10 days after being sent by U.S. mail, registered or certified, return receipt requested or E-Mail

SECTION 18 - ASSIGNMENT AND CHANGE OF CONTROL

A. CITY APPROVAL REQUIRED. Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such assignment, or subjecting the City to liability of any kind to any subcontractor. For purposes herein the term "assignment" includes (i) the subcontracting of a substantial portion of the services required herein, including the Contractor's responsibilities under the operation agreement attached hereto; or (ii) a one-time charge of 25% or more in ownership or controlling interest of Contractor, or (iii) a cumulative change of 50% or more in the ownership or controlling interest of Contractor.

The term, assignment, includes all of the foregoing regardless of whether such changes are direct or indirect, bargained for or accomplished by gift or voluntary or involuntary. The term also includes all of the foregoing where they are effected by merger;

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but the term excludes any transfer effected by a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel.

For any proposed assignment, the City will be entitled to an assignment review fee. For the first proposed assignment the assignment review fee will be $25,000. For each proposed assignment thereafter, the assignment review fee will be $50,000.

The City may impose reasonable conditions on approval of an assignment such as requiring an increase in the amount of bonds, requiring increased levels and types of insurance coverage, and other requirements designed to ensure that the assignee has the technical and financial capacity to provide the work required herein.

B. CERTAIN TEMPORARY ASSIGNMENTS PERMITTED. The foregoing notwithstanding, in the event of any strike, lockout, labor trouble, or dispute involving the Contractor, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed 90 days.

C. CONTRACTOR REMAINS LIABLE. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and representatives of the Contractor and, as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

SECTION 19 - MISCELLANEOUS PROVISIONS

Beginning October 1, 2016, all public services contracts must now contain the following statement in 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODION OF PUBLIC RECORDS AT 386-248-9441 OR 1065 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

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A. SEVERANCE. If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. LAWS GOVERNING; VENUE. The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the contract shall be in Volusia County, Florida.

C. PARTIES TO BEAR COSTS. In the event of litigation arising out of or interpreting the terms and conditions of this Contract, each party shall bear its own attorney's fees and costs except where specifically provided otherwise herein.

D. JURY TRIAL WAIVED. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

E. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work not withstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless expressly provided otherwise herein.

F. CONTACTOR TO PAY ALL TAXES. The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate including the property leased hereunder, and any other items necessary to and in the performance of this Contract.

G. CANCELLATION OR ANNULMENT OF CONTRACT. The Contractor and the City recognize that it is of paramount importance that the required services be performed diligently. If the Contractor fails to begin work at the time specified, or fails to perform such services with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial

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performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through the Public Works Director, gives notice of such default, and the Contractor or Contractor's surety fail to cure such default within seven days after giving of such notice by the City, then the City Commission may declare this Contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this contract for the un-expired contract Term, or for a period of three months, whichever the City elects; or the City may enter into agreements with others for their performance of the work and services herein contracted for. The City's cancellation of this Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract exceeds the prices outlined in **Exhibit E**, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount.

Contractor's surety and performance bond will not be released until such time as the term of this Contract would otherwise have expired.

In the event the City has not cancelled this Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees to continue to operate the system until the final adjudication of the court in the event a suit is filed for injunction or other relief.

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The City of Holly Hill

By: _____
John Penny, Mayor

Attest: _____
Valerie Manning,
City Clerk

Date: 8/23/17

Approved as to legal form:

By: See other Signature page
Scott Simpson,
City Attorney

Waste Pro of Florida, Inc.

By: _____
Timothy Dolan
Regional Vice President

Date: 8/24/17

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The City of Holly Hill

By: _____
John Penny, Mayor

Attest: _____
Valerie Manning,
City Clerk

Date: 8/23/17

Approved as to legal form:

By: _____
Scott Simpson,
City Attorney

Waste Pro of Florida, Inc.

By: _____
Timothy Dolan
Regional Vice President

Date: 8/24/17

ORIGINAL ORIGINAL

Scan
Wet Signature

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

EXHIBIT A

City Property – as of Effective Date

Including:

Front End Containers

Toters

Hand Pickup

Recycling

Roll Off

The Contractor will provide services to the City of the listed City owned or controlled properties at no charge to the City outlined in Exhibit B. The Contractor shall furnish containers and collect garbage, trash, used tires, and recycling containers in accordance with the contract of following lists.

City Property to be serviced at no charge to the City

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EXHIBIT B

CITY OWNED OR CONTROLED PROPERTIES

WITH CONTAINER TYPES AND FREQUENCY

CITY YARD

Picked up as needed

1 6 cubic yard dumpster for scrap metal
3 4 cubic yard dumpster:
1 for scrap steel
1 for scrap aluminum
1 for Water Plant for garbage
1 2 yard dumpster for wastewater
1 20 yard dumpster for tires
1 20 yard dumpster for tree debris
2 30 yard dumpster for construction debris

The Contractor shall provide, collect and dispose of the contents in the Roll Offs listed above with the City paying disposal costs (tipping fees) only.

21 96 gallon containers for special events

Picked up 2 times a week

16 96 gallon containers for garbage
1 4 cubic yard dumpster for grit and screenings

HOLLYLAND PARK

Picked up 2 times a week

22 96 gallon containers

CITY HALL ANNEX

Picked up 2 times a week

2 96 gallon containers

CITY HALL & CLUBHOUSE

Picked up 1 time a week

2 4 cubic yard dumpster Picked up 2 times a week

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ORIGINAL ORIGIN

6 96 gallon containers

SICA HALL

Picked up 2 times a week

1 4 cubic yard dumpster YMCA

Picked up 2 times a week

5 96 gallon containers

BOYS AND GIRLS CLUB

Picked up 2 times a week

5 96 gallon containers

FIRE DEPARTMENT

Picked up 2 times a week

4 96 gallon containers

BIG TREE (WAITE) PARK

Picked up 2 times a week

1 96gallon container

PARK AT LPGA & RIDGEWOOD AVENUE

SUNRISE PARK NORTH

Picked up 2 times a week
14 96 gallon containers

SUNRISE PARK SOUTH

Picked up 2 times a week

3 96 gallon containers

ROSS POINT

Picked up 2 times a week

4 96 gallon containers

MILT HALLMAN PARK

Picked up 2 times a week

1 96 gallon containers

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CENTENNIAL PARK

Picked up 2 times a week

5 96 gallon containers

DOG PARK

Picked up 2 times a week

3 96 gallon containers

RIVERSIDE PARK

Picked up 2 times a week

4 96 gallon containers

This service to be provided without charge to the City

The Contractor shall empty all public refuse containers, located on public right-of-ways and used by the general public at least **three (3) times per week** or more often if necessary to assure sanitary conditions, as directed by the Public Works Director or his designee.

Number of permanent sidewalk cans = 20**(30 gallon)** cans, 2 X per week. Containers provided by the City.

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EXHIBIT C

Special Events

Contractor to provide service at no additional charge

In the event the City hosts a City Sponsored event, the Contractor will provide waste collections services to the City. If services exceed $1,000.00, the Contractor may negotiate a collection rate.

The following is a current list of City-recognized Special Events. The City may revise this list from time to time without need for formal amendment of the Contract.

March	Bike Week
March/April	Easter Egg Hunt
April	Civil war Re-enactment
April	Jeep Beach Week
June	Annual Kids on the Hill
August	National Night Out
October	Biketoberfest
October	Annual Trick or Treat
November	Hot Rods on the Hill
December	Christmas Tree Lighting
December	Christmas Parade

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EXHIBIT D

CERTIFICATE OF NON-COLLUSION

PUBLIC ENTITY CRIMES STATEMENT

DRUG FREE WORKPLACE FORM

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

CERTIFICATION OF NON-COLLUSION

The Proposer being sworn, disposes and says,

_____

_____

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

_____
SIGNATURE (AUTHORIZED)

_____
COMPANY NAME

_____
TITLE

_____
DATE

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FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

By _____
(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

Whose business address is

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2, An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

   Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

   _____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

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1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this ____day of _____, 20__

Personally known_____

OR produced identification_____ Type of Identification _____

Notary Public – State of _____

My Commission expires _____

_____
(Print, typed or stamped commissioned name of notary public)

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DRUG FREE WORKPLACE FORM

The undersigned contractor in accordance with the Florida Statue 287.087 hereby certifies that _____ does:

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Date: _____ _____

Signature & Title

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EXHIBIT E

Pricing Sheets

COMMERCIAL CONTAINERS

CU YD	PU/WEEK	COLLECTION	DISPOSAL	FUEL	TOTAL
2 Yard	1.00	41.55	18.63	2.22	62.40
	2.00	83.08	37.25	4.46	124.79
	3.00	124.63	55.88	6.68	187.19
	4.00	166.16	74.51	8.91	249.58
	5.00	207.70	93.14	11.14	311.98
	6.00	249.23	111.76	13.37	374.36
	XPU	10.27	4.61	0.55	15.43
4 Yard	1.00	73.87	33.13	3.96	110.96
	2.00	147.75	66.25	7.92	221.92
	3.00	221.63	99.38	11.88	332.89
	4.00	295.50	132.51	15.85	443.86
	5.00	369.82	165.84	19.84	555.50
	6.00	444.16	199.17	23.83	667.16
	XPU	18.25	8.18	0.98	27.41
6 Yard	1.00	122.27	54.83	6.56	183.66
	2.00	240.25	107.73	12.88	360.86
	3.00	360.37	161.60	19.33	541.30
	4.00	480.49	215.46	25.77	721.72
	5.00	600.61	269.33	32.21	902.15
	6.00	720.72	323.18	38.66	1,082.56
	XPU	26.36	11.82	1.41	39.59
8 Yard	1.00	162.95	73.07	8.74	244.76
	2.00	325.90	146.14	17.48	489.52
	3.00	488.83	219.20	26.22	734.25
	4.00	651.76	292.27	34.96	978.99
	5.00	814.70	365.33	43.70	1,223.73
	6.00	977.65	438.40	52.43	1,468.48
	XPU	38.95	17.47	2.09	58.51
T96 Carts	2.00	23.82	2.52	0.42	26.76
VIP Compactor FEL (per cubic yard)		19.97	5.89	0.56	26.42

HOLLY HILL RESIDENTIAL ROLL-OFF
(Plus Disposal as straight pass through to City)

	Per Haul
20YD	205.85
30YD	205.85
40YD	205.85

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HOLLY HILL COMMERCIAL ROLL-OFF
(Plus Disposal as straight pass through to City)

	Per Haul
20YD	205.85
30YD	205.85
40YD	205.85

RESIDENTIAL COMPONENT UNITS

	COLLECTION	DISPOSAL	FUEL	TOTAL
Refuse	7.40	3.09	0.38	10.87
Yard Waste	2.18	0.74	0.39	3.31
Recycling	1.31	0.00	0.24	1.55
Combined Rate	10.89	3.83	1.01	15.73

HOLLY HILL RESIDENTIAL

Residential Cart	15.73
Residential Additional Cart	15.73
Bulk Additional Cubic Yard collected	4.97
White Good collected	4.97

OTHER MISCELLANEOUS CHARGES

Wheels/Casters	0.00
Locking Lids	10.00

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EXHIBIT F

TRANSISTION OF SERVICE, TIMELINE AND CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE TIMELINE, CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE:

(a) Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, the Contractor must submit a Transition Plan to the City on or before August 25, 2017. The plan includes a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the Public Works Director.

(b) Specific performance requirements during the transition period include, but are not limited to, the following:

August 29, 2017 Contractor and City hold first Transition Planning meeting.

September 10, 2017 Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than September 1, 2017.

August 28, 2017 Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services have been ordered by the Contractor and shall verify with MSO's and Purchase orders. The Contractor's will provide an inventory of vehicles and equipment to the City.

September 1, 2017 Contractor submits a Post-Disaster Response Plan to the City.

August 28, 2017 Contractor shall begin distributing Contractor supplied brochures or other materials informing residential customers concerning the recycle rewards programs and any changes in collection services and schedules.

Contract shall be prepared to start the scope of work provided for within the contract September 1, 2017.

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EXHIBIT G

CHAPTER 54 CITY CODE OF ORDINANCES

Chapter 54 - SOLID WASTE[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2854, adopted Sept. 22, 2009, amended Ch. 54 to read as set out herein. Former Ch. 54 pertained to similar subject matter and derived from Code 1984, §§ 12-1—12-12; Ord. No. 2437, § 1, adopted Sept. 24, 1996; Ord. No. 2486, § 1, adopted Nov. 11, 1997; and Ord. No. 2736, § 1, adopted Aug. 23, 2005.

Cross reference— Code enforcement, § 2-116 et seq.; utilities, ch. 70.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; user fees authorized, F.S. § 166.201.

Sec. 54-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning unless defined under Florida Statute which shall override any definition below and any change to Florida Statute shall be the current definition for purposes of this chapter:

Bulky waste means and includes large pieces of furniture, bedding, household appliances, tree stumps, limbs and similar items which are too large to fit in a waste container.

Garbage means and includes parts of animals or vegetables which will decompose, including food waste; also, food and beverage containers, whether paper, metal or glass.

Hazardous waste is as defined by the U.S. Environmental Protection Agency and/or the state department of environmental regulation.

Industrial waste means and includes waste resulting from the manufacture, assembly or distribution of products or goods generated by a business.

Recycled materials means and includes products such as aluminum cans, metal, plastic bottles coded 1, 2 or 3 at the bottom, newspapers, cardboard, magazines, paper, glass and other such materials as mutually agreed upon in writing by the city manager or his designee.

Yard waste means and includes discarded vegetative products generated outside of a residence or business, including lawn clippings, tree trimmings, tree branches and leaves and tree stumps.

Construction and demolition debris as defined by F.S. § 403.703(6).

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Franchise fee means and includes the amount of money which the franchisee shall be obligated to pay to the city for exclusive contract rights as defined in this chapter and the franchise agreement. The franchise fee shall not be separately listed on any invoices.

Franchisee means and includes the person who or which is awarded a franchise for solid waste or recyclables collection services by the city to perform the work or services, or to furnish materials or equipment by performing collection, transport and disposal services under the provisions of a franchise agreement and this chapter.

Non-exclusive franchisee means and includes the person who/which holds a nonexclusive permit to collect, transport and process construction and demolition debris.

Person means any person or entity of whatsoever type or nature.

Roll-off container means and includes a large metal or plastic box normally used for construction and demolition debris or other large amounts of solid waste and yard trash, usually of the ten, 20, 30, or 40 cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed compaction type.

Service area means and includes the city limits of the City of Holly Hill, Florida.

(Ord. No. 2854, 9-22-09; Ord. No. 2921, § 1, 8-28-12)

Sec. 54-2. - Enforcement officer designated.

The public works director or his designee is hereby authorized and directed to enforce all of the provisions of this chapter and all rules and regulations adopted under this chapter.

(Ord. No. 2854, 9-22-09)

Sec. 54-3. - Adoption of rules and regulations.

The public works director shall develop rules of operation concerning the collection and disposal of solid wastes under this chapter. Such rules shall be consistent with and implement the provisions of this chapter. Rules of operation adopted hereunder shall become effective upon their adoption by resolution of the city commission.

(Ord. No. 2854, 9-22-09)

Sec. 54-4. - Unlawful tampering with or moving garbage, recycled materials, yard waste or containers therefore.

It shall be unlawful for persons other than the lawful owner, a person with permission or consent of the lawful owner, municipal employees engaged in the collection of garbage, recycled materials or yard waste and the persons licensed by the city to collect garbage, recycled materials or yard waste, to enter, tamper with, examine, move or disturb garbage or yard waste, or containers placed or deposited for collection, including recycle containers and dumpsters.

(Ord. No. 2854, 9-22-09)

Sec. 54-5. - Food, beverage establishments to supply garbage and recycled materials containers.

Establishments selling food, beverages or other products which may be consumed or used by customers while on the exterior of the establishment premises shall place public garbage containers at convenient locations upon the exterior of such establishment premises. Failure to comply with the foregoing is hereby declared to be unlawful and punishable in accordance with section 1-15.

(Ord. No. 2854, 9-22-09)

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Sec. 54-6. - Collection.

To be eligible for municipal collection, all solid waste shall be subject to and conform with the following:

(a) All yard waste shall be separated by the customer from garbage, rubbish and other wastes prior to collection by the city. Any waste which has not been separated as required herein shall not be collected by the city.

(b) All garbage and recycled materials shall be placed in containers provided by the city. All garbage must be bagged prior to being placed into the containers.

(c) Yard waste shall be placed in containers provided by the customer. Acceptable containers include metal or plastic cans, plastic bags, cardboard boxes or paper bags, provided that the bags or boxes are not over 30-gallon capacity and do not weigh more than 60 pounds. The cans, bags or boxes shall be strong enough to support the weight of the contents without tearing, ripping or breaking. Should a can, a bag or a box tear, rip or break causing the contents to spill, it shall be the responsibility of the customer to immediately clean up the spillage. Where yard waste, such as limbs, cannot be placed into a container, it shall be cut into pieces no longer than five feet in length weighing not more than 60 pounds.

(d) Construction materials generated by a contractor or person performing work for compensation shall be disposed of by obtaining a roll off through the city or by hauling the material to a licensed disposal site.

(e) Construction materials generated by a homeowner possessing a valid building permit and performing the work himself shall be picked up by the city, provided that the total amount of materials does not exceed five cubic yards for each building permit. For any quantity exceeding one yard the homeowner will be billed at the service fee in effect. Where the total volume exceeds five yards, the homeowner must obtain a roll off through the city.

(f) Hazardous waste shall be disposed of be each generator of the waste in accordance with applicable county, state and federal regulations.

(g) Yard waste, bulky waste, recycled materials, construction materials (where permitted) and garbage containers shall be placed in an orderly fashion within five feet of the street right-of-way, not within the traveled portion, for the purpose of collection. It shall be unlawful to allow any of the above materials to remain at the street curb or front yard beyond the day of collection, and such materials shall not be placed at the street curb or front yard until after sundown of the day prior to collection. It shall be unlawful for any person to deposit garbage in any place within the city limits except as may be specifically authorized herein.

(h) It shall be unlawful for any person to place any garbage, refuse, rubbish or yard waste on city-owned property, unless such city-owned property is immediately adjacent to and abutting upon the property of the person generating such garbage, rubbish, refuse or yard waste to be so placed.

(Ord. No. 2854, 9-22-09)

Sec. 54-7. - Commercial dumpsters.

(a) The public works director or his designee shall determine the method of collection for all customers other than single-family residences, i.e., containers or dumpsters, in accordance with the following:

(1) Efficiency of collection by any designee of the municipality based upon site location and vehicle access.

(2) History and extent of overfilling, spillage and sanitary condition of site.

(b) Screens shall be required around both existing and new dumpsters where necessary to prevent public view of spillage or unsanitary conditions. Such screens shall be maintained in good repair.

(c) Customers utilizing dumpsters shall be responsible for maintaining the dumpster site in a clean and sanitary condition, which shall include disposal of spillage caused by overfilling.

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(Ord. No. 2854, 9-22-09)

Sec. 54-8. - Disposal of animal droppings.

It shall be unlawful for any person to place animal droppings out for collection in their normal garbage pickups. This shall be disposed of in accordance with section 10-42.

(Ord. No. 2854, 9-22-09)

Cross reference— Animals, Ch. 10.

Sec. 54-9. - Collection and disposal service fees.

(a) *Service fee.* The service fee to be charged for collection and disposal of solid waste shall be determined by resolution of the city commission. The city commission shall review the adequacy of such fees not less frequently than once per year and shall establish fees which are adequate to cover all capital expenditures and operating expenses required for the collection and disposal of solid wastes by the city.

(b) *Persons liable.*

(1) All developed single-family residential properties shall be levied the special assessment provided for herein even if the property is not occupied. Vacant single-family properties still generate garbage, rubbish and yard waste because these properties have yard maintenance that occurs.

(2) The fact that any place of business is occupied shall be prima facie evidence that garbage, rubbish or yard waste is being produced and accumulated upon such premises and that fees for the collection and disposal thereof are due the city.

(3) In case of all buildings situated in all areas of the city, it shall be the responsibility and liability of the owner thereof to pay the proper service fee. A commercial establishment in the same building with a residential unit or with another commercial establishment, even though under the same ownership, shall not be considered a part of such residential unit or other commercial establishment but shall be treated as a separate commercial establishment upon which a separate waste fee shall be due. The operator of a principal business on a premise shall be considered as the operator of any leased department conducted as a part of or along with the principal business for the purpose of fixing responsibility of paying the necessary service fee and furnishing the necessary garbage containers. Stores, etc., should paint their names and street numbers on their containers to prevent theft and use by others.

(c) *Responsibility for payment.* The service fee required and imposed hereby is the sole responsibility of the owner, lessor or operator of the building, and nothing contained in this chapter is to be construed or interpreted so as to impose the responsibility and liability for the payment of the same upon the residential tenant or occupant of any motel or apartment house.

(d) *Establishment of special assessment district.* The City of Holly Hill in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special-assessment district for the purposes of collecting the base sanitation collection fee for a developed single-family residence. It is the intent of the city that this non-ad valorem assessment be levied the first time for the 2011/2012 fiscal year and every fiscal year thereafter.

(e) *Levy of non-ad valorem assessments.* There is hereby levied a non-ad valorem assessment against each and every developed single-family residential property in the city a base sanitation collection fee as established by resolution adopted by the city commission.

(f) *Collection of non-ad valorem assessments.* The city commission elects to use the uniform method to impose and collect non-ad valorem assessments. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected

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pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

(g) *Agreement to reimburse the Volusia County Property Appraiser and the Volusia County Tax Collector.* In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the city is authorized to enter into a written agreement with the Volusia County Property Appraiser and the Volusia County Tax Collector providing for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

(h) *Adoption of a resolution.* The city will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The city council will adopt a resolution at a public hearing prior to January 1, 2011, in accordance with F.S. § 197.3632(3), which resolution shall state the following:

(1) The city's intent to use the uniform method of collecting non-ad valorem assessments.

(2) The city's need for the imposition of the non-ad valorem assessments.

(3) The entire city is declared a special-assessment district, with developed, single-family residential properties being subject to the special assessment.

(i) *Transition.* The city shall continue to levy the base monthly sanitation collection fee for developed, single-family residential homes through the month of September 2011 for the 2010/2011 fiscal year. Commencing in October 2011 for the 2011/2012 fiscal year, and each fiscal year thereafter, the city shall stop the monthly collection of base sanitation collection fees for developed, single-family residential homes and shall collect said base sanitation collection fee by the special assessment.

(j) *Sanitation service fees for non-single-family residences.* For all sanitation service other than the base single-family residential service collected by special assessment, the city shall continue to levy and collect the monthly service fee as established by the city commission by resolution. All such sanitation collection fees due the city shall be included in the city utility bill which is rendered monthly. No discount shall be allowed for prompt payment thereof. If any bill shall not be paid before the 20th day following the original date of billing, a charge equal to 15 percent of the amount of the monthly service charge shall be added thereto. If any bill shall not be paid within 30 days of the original date of billing, all utility services shall be discontinued to the premises.

(k) *Special assessment liens.* All charges levied by this chapter shall constitute and are hereby imposed as special assessment liens against the real property aforesaid and, until fully paid and discharged, shall remain liens equal in rank and dignity with the city ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens ;b0;for service charges shall be enforced by any of the methods provided in F.S. ch. 86, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

(l) *Waiver of fees.* The city commission is hereby authorized to waive the collection of garbage fees from customers of the city upon the city commission determination, based upon the report of the city finance director, that such waiver shall not affect the financial integrity of the general fund of the city.

(Ord. No. 2854, 9-22-09; Ord. No. 2867, § 1, 4-27-10)

Sec. 54-10. - Franchises/non-exclusive franchises.

(a) *Franchises.*

(1) All solid waste generated and accumulated within the city limits of the city, by both residential and commercial properties, shall be collected and removed by a city franchisee except as otherwise specifically provided in this chapter.

(2) All residential recyclables generated and accumulated within the corporate boundaries of the city shall be collected and removed by the franchisee as otherwise provided in this chapter. The city's

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scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.

(3) No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this chapter.

(4) No person may collect or transport solid waste or recyclables except as provided in this chapter.

(5) This section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.

(2) *Franchise agreements.*

(1) The city may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the city except as may be proscribed by state law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the city and shall be awarded in accordance with the procedures of the city commission as may exist from time-to-time.

(2) This chapter herein sets forth the conditions for the grant of exclusive or non- exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the city.

(3) Any franchise granted under the provisions of this chapter shall include the right to operate collection vehicles on the public streets of the city and to conduct a solid waste and recyclables collection business within the city.

(4) This chapter grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a city solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this chapter.

(5) If a franchisee has entered into a contract with the city to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the city to provide solid waste or recyclables collection services within the city, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the city.

For reasons of this chapter, non-exclusive franchise agreements may be entered into by the city to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts.

(6) The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The city shall be named as an additional insured and the policy shall provide that the city shall be provided at least 30 days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.

(7) Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the city an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the city manager. Upon receiving the completed application form and application fee, the city manager or his/her designee will review for approval or non-approval. The city may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the city commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.

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(c) *Franchise fee and related financial matters.*

(1) The franchisee shall pay to the city a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the city upon not less than five days demand by the city at all reasonable times within the city for the purpose of determining the amount of franchise fees due to the city. Said books shall not generally be audited more than two times per year or at a greater frequency except to the extent that said audits are deemed necessary by the city for the purpose of validating franchise fees due to the city or to ensure compliance with law.

(2) Franchise fees may be adopted by city resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the city.

(3) For any services required to be performed under a franchise agreement, the charges by the city to the recipients of the solid waste and recyclables collection services shall be as set forth by city resolution or in a franchise agreement resulting from the city's procurement activities.

(d) *Duties of franchisees.*

(1) The franchisee shall perform, at a minimum, the following:

a. Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the city requiring such services, except as otherwise provided in this chapter and pursuant to the terms and conditions of the franchise agreement.

b. Carry out and perform all provisions of the franchise agreement.

c. Allow city to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the city relative to the provisions of a franchise agreement.

d. Provide access to the city, upon reasonable notice, full access to all records with respect to the franchise agreement.

e. Allow the city to inspect any and all vehicles and equipment used.

f. Devote sufficient personnel, time and attention to work required under a franchise agreement.

g. Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the city.

h. Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.

i. Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the city which policy shall be subject to the reasonable approval of the city.

j. Comply with all applicable federal, state, county and city laws, rules, regulations and ordinances.

k. Assist the city in complying with state law relative to recycling.

l. Dispose of solid waste on at a facility approved by the city.

m. Operate only between the hours of 7:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the city manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

means, such activity may only occur after 7:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within 150 feet of any residence. The city manager shall have, at his sole discretion, authority to allow collection times to begin earlier and run later and allow collections on Sunday for special circumstances. These special circumstances shall include but not be limited to the following: special events, emergency situations, natural or manmade disasters, route changes due to temporary road closures or other circumstances as determined by the city manager.

n. Not unduly interfere with vehicular or pedestrian traffic while conducting operations.

o. Operate in a manner which does not cause a nuisance or undue noise.

(2) It is prohibited and unlawful to violate the provisions of this section.

(e) *Transferability.*

(1) No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager.

(2) Applications for a transfer must be in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the city commission.

(f) *Vehicles.*

(1) All solid waste and recyclables collection vehicles operating in the city shall be clearly marked with the name of the franchisee and the franchisee's telephone number.

(2) All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the city or to transport solid waste or recyclables over any public roadways in the city shall:

a. Be constructed as watertight as possible to limit the escape of water or other fluids from the vehicle.

b. Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than 1½ inches, tarpaulin or fully enclosed metal.

c. Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.

d. Be washed thorough on the exterior of the body at least weekly.

e. Comply with all local, regional, state and federal roadway weight limits.

f. Comply with all local, regional, state and federal laws, rules and regulations applicable to such vehicles.

(g) *Insurance and bond requirements.* The city commission of the City of Holly Hill hereby enacts a new section of the Code of Ordinances of the City of Holly Hill to read as follows:

(1) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.

(2) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than $1,000,000.00 for one person injured, and $5,000.000.00 for more than one person injured, and property damage liability insurance of not less than $5,000,000.00. Evidence of such insurance shall be deposited with the city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (4382 : Waste Pro Discussion)

State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.

(3) Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of $10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the city commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this chapter and all other applicable laws.

(h) *Penalties/violations/interpretation of ordinance/reconciliation with franchise agreement/charges.*

(1) Any person violating any of the provisions of this chapter shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.

(2) All persons participating in, or contributing to, a violation of this chapter shall be in violation.

(3) The city may engage in any other code enforcement activities and processes, as it deems appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the city.

(4) Should any franchisee be found by the city manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this chapter then the city manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such franchise was awarded by the city commission then any revocation shall be handled by the city commission.

(5) Each act of violation of this chapter shall constitute a separate violation.

(6) This chapter shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the city.

(7) The city commission may deviate from the provisions of this chapter in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the city.

(8) In the event that this chapter and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this chapter and the franchise agreement have equivalent effect, those provisions may be enforced by the city either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this chapter is applicable and no similar provision is set forth in the franchise agreement, the provisions of this chapter shall be applicable.

(Ord. No. 2921, § 2, 8-28-12; Ord. No. 2966, § 2, 1-26-16)

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ORIGINAL

Waste Pro
Pricing Sheets

1.0493	CPI
0.8930	Fuel
$ 0.12	Disposal Increase per yard

RATE INCREASE

COMMERCIAL CONTAINERS — Oct-23

CU YD	PU/WEEK	COLLECTION	DISPOSAL	FUEL	CURRENT WASTE PRO RATE TOTAL	Current Customer Rate	Current Mark Up	FY17/18 Waste Pro Rate	FY 17/18 Customer Rate	FY 18/19 Customer Rate	FY 19/20 Customer Rate	FY 20/21 Customer Rate	FY 21/22 Customer Rate	FY 22/23 Customer Rate	FY 23/24 Customer Rate	Mark Up FY1	
2 YARD	1	$51.54	$19.67	$3.25	$74.46	79.92	7.33%	62.40	79.92	79.92	79.92	79.92	79.92	79.92	79.92		%
	2	$103.06	$39.33	$6.52	$148.91	159.84	7.34%	124.79	159.84	159.84	159.84	159.84	159.84	159.84	159.84		%
	3	$154.62	$59.00	$9.77	$223.39	239.76	7.33%	187.19	239.76	239.76	239.76	239.76	239.76	239.76	239.76		%
	4	$206.16	$78.67	$13.02	$297.85	319.68	7.33%	249.58	319.68	319.68	319.68	319.68	319.68	319.68	319.68		%
	5	$257.70	$98.34	$16.28	$372.32	399.6	7.33%	311.98	399.6	399.6	399.6	399.6	399.6	399.6	399.6		%
	6	$309.21	$118.00	$19.52	$446.73	479.52	7.34%	374.36	479.52	479.52	479.52	479.52	479.52	479.52	479.52		%
	XPU	$12.75	$4.85	$0.82	$18.42	19.98	8.47%	15.43	19.98	19.98	19.98	19.98	19.98	19.98	19.98		%
4 YARD	1	$91.64	$35.21	$5.80	$132.65	159.84	20.50%	110.96	159.84	159.84	159.84	159.84	159.84	159.84	159.84		%
	2	$183.30	$70.41	$11.57	$265.28	319.68	20.51%	221.92	319.68	319.68	319.68	319.68	319.68	319.68	319.68		%
	3	$274.96	$105.62	$17.37	$397.95	479.52	20.50%	332.89	479.52	479.52	479.52	479.52	479.52	479.52	479.52		%
	4	$366.63	$140.83	$23.16	$530.62	639.36	20.49%	443.86	639.36	639.36	639.36	639.36	639.36	639.36	639.36		%
	5	$458.83	$176.24	$28.98	$664.05	799.2	20.35%	555.50	799.2	799.2	799.2	799.2	799.2	799.2	799.2		%
	6	$551.05	$211.65	$34.82	$797.52	959.04	20.25%	667.19	959.04	959.04	959.04	959.04	959.04	959.04	959.04		%
	XPU	$22.64	$8.66	$1.43	$32.73	39.96	22.09%	27.41	39.96	39.96	39.96	39.96	39.96	39.96	39.96		%
6 YARD	1	$151.70	$57.95	$9.59	$219.24	239.76	9.36%	183.66	239.76	239.76	239.76	239.76	239.76	239.76	239.76		%
	2	$298.06	$113.97	$18.82	$430.85	479.52	11.30%	360.86	479.52	479.52	479.52	479.52	479.52	479.52	479.52		%
	3	$447.10	$170.96	$28.25	$646.31	719.28	11.29%	541.30	719.28	719.28	719.28	719.28	719.28	719.28	719.28		%
	4	$596.14	$227.94	$37.66	$861.74	959.04	11.29%	721.72	959.04	959.04	959.04	959.04	959.04	959.04	959.04		%
	5	$745.16	$284.93	$47.08	$1,077.17	1198.81	11.29%	902.15	1198.81	1198.81	1198.81	1198.81	1198.81	1198.81	1198.81		%
	6	$894.18	$341.90	$56.51	$1,292.59	1438.56	11.29%	1,082.56	1438.56	1438.56	1438.56	1438.56	1438.56	1438.56	1438.56		%
	XPU	$32.71	$12.54	$2.04	$47.29	59.94	26.75%	39.59	59.94	59.94	59.94	59.94	59.94	59.94	59.94		%
8 YARD	1	$202.17	$77.23	$12.77	$292.17	319.68	9.42%	244.76	319.68	319.68	319.68	319.68	319.68	319.68	319.68		%
	2	$404.34	$154.46	$25.54	$584.34	639.36	9.42%	489.52	639.36	639.36	639.36	639.36	639.36	639.36	639.36		%
	3	$606.48	$231.68	$38.31	$876.47	959.04	9.42%	734.25	959.04	959.04	959.04	959.04	959.04	959.04	959.04		%
	4	$808.62	$308.91	$51.08	$1,168.61	1278.72	9.42%	978.99	1278.72	1278.72	1278.72	1278.72	1278.72	1278.72	1278.72		%
	5	$1,010.77	$386.13	$63.87	$1,460.77	1598.4	9.42%	1,223.73	1598.4	1598.4	1598.4	1598.4	1598.4	1598.4	1598.4		%
	6	$1,212.93	$463.36	$76.61	$1,752.90	1918.08	9.42%	1,468.48	1918.08	1918.08	1918.08	1918.08	1918.08	1918.08	1918.08		%
	XPU	$48.32	$18.43	$3.05	$69.80	79.92	14.50%	58.51	68.78	75.00	79.92	79.92	79.92	79.92	79.92		%
T96 Carts	2	$29.56	$3.56	$0.62	$33.74	34.39	1.93%	26.76	34.39	34.39	34.39	34.39	34.39	34.39	34.39		%

HOLLY HILL RESIDENTIAL ROLL-OFF
(Plus Disposal straight Pass through) — Oct-23

	Per Haul												
20YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%
30YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%
40YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%

HOLLY HILL COMMERCIAL ROLL-OFF
(Plus Disposal straight pass through) — Oct-23

	Per Haul												
20YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%
30YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%
40YD	$255.39	258.19	1.10%	205.85	258.19	258.19	258.19	258.19	258.19	258.19	258.19		%

RESIDENTIAL COMPONENT UNITS — Oct-23

	COLLECTION	DISPOSAL	FUEL	TOTAL									
Refuse	$9.18	$3.43	$0.56	$13.17	17.05	29.46%	10.87	17.05	17.05	17.05	17.05	17.05	17.05		%
Yard Waste	$2.70	$0.90	$0.57	$4.17	5.40	29.50%	3.31	5.40	5.40	5.40	5.40	5.40	5.40		%
Recycling	$1.63	$0.00	$0.36	$1.99	2.56	28.64%	1.55	2.56	2.56	2.56	2.56	2.56	2.56		%
Combined Rate	$13.51	$4.33	$1.47	$19.31	25.01	29.52%	15.73	23.01	23.01	23.01	25.01	25.01	25.01		%

HOLLY HILL RESIDENTIAL — Oct-23

Residential Cart	$19.31	25.01	29.52%	15.73	23.01	23.01	23.01	23.01	23.01	25.01	25.01		%
Residential Additional Cart	$19.31	25.01	29.52%	15.73	8.64	8.9	8.9	8.9	8.9	25.01	25.01		%
Bulk Additional Cubic Yard collected	$6.29	8.3	31.96%	4.97	8.25	8.3	8.3	8.3	8.3	8.3	8.3		%
White Good collected	$6.29	8.3	31.96%	4.97	8.25	8.3	8.3	8.3	8.3	8.3	8.3		%

OTHER MISCELLANEOUS CHARGES — Oct-23

Locking Lids	$12.41	15.05	21.27%	10.00	15.05	15.05	15.05	15.05	15.05	15.05	15.05		50.50%

Attachment: Rate Structure FY23 (4382 : Waste Pro Discussion)

TABLE I
Solid Waste Collection
Residential REL Service
Contractor Rate Structure

	2023 Original Rear Loader Rate	2023 Current Rear Loader Rate	**2023-2024 Future Rear Loader Rate**
Solid Waste Collection	$ 13.51	$ 13.51	$ 16.69
Solid Waste Disposal	4.33	4.33	4.98
Fuel	1.47	1.47	1.54
Total Contractor Rate (1)	$ 19.31	$ 19.31	$ 23.21

5% fuel increase

5% CPI = $2.50 increase

increase recy proces to $150.00 per ton

(1) per Residential Collection Unit, per Month.

(2)

13 Year Contract term with renewals option per mutual agreement.

5% CPI factor (max).

(3)

10 Year Contract term with 2 year renewal option per mutual agreement.

5.0% CPI factor (max).

	Weekly lbs	Monthly Cost	Future
Disposal cost	37 SW	$ 2.97	$ 2.97
	7 YW	$ 0.46	$ 0.46
	2 Rcy	$ 0.34	$ 0.65
Total monthly disposal cost		$ 3.76	$ 4.07

Recycling processing to increase to $150.00 per ton

Attachment: Table 1 - Solid Waste Collection Residential REL Service - Contractor Rate Structure (4382 :

ATTACHMENT 2

PROFORMA
SCENARIO A: 7 year contract with $2.50 rate stabilizer end year 7 +CPI 5%
REL Residential Rate Structure & Commercial front load

	Current Year 1 1/1/24-9/30/24	Year 2 10/1/2024-9/30/2025	Year 3 10/10/2025-9/30/2026	Year 4 10/1/2026-9/30/2027	Year 5 10/1/2027-9/30/2028	Year 6 10/1/2028-9/30/2029	Year 7 10/1/2030-9/30/2031	Year 8 10/1/2031-9/30/2032	Year 9 10/1/2032-9/30/2033	Year 10 10/1/2033-9/30/2034	Year 11 10/1/2034-9/30/2035	Year 12 10/1/2035-9/30/2036	Year 13 10/1/2036-9/30/2037	Year 14 10/1/2037-9/30/203
Fund Summary														
Revenues	$ 2,571,252.00	3,089,090	3,365,894	3,656,539	3,961,716	4,282,152	4,618,610	4,898,180	5,191,729	5,499,955	5,823,593	6,163,413	6,520,223	6,894,87
Expenses	$ 1,048,012.24	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,240,052	2,474,904	2,721,499	2,857,574	3,000,453	3,150,476	3,308,000	3,473,40
Surplus (Deficit)	$ 1,523,239.76	1,865,827	1,958,618	2,056,049	2,158,352	2,265,769	2,378,558	2,423,276	2,470,230	2,642,381	2,823,140	3,012,937	3,212,224	3,421,47
Fund Balance - Beg	$ 3,158,283.00	4,681,523	6,547,350	8,505,968	10,562,018	12,720,369	14,986,139	17,364,697	19,787,972	22,258,202	24,900,583	27,723,723	30,736,660	33,948,88
Fund Balance - End	$ 4,681,522.76	6,547,350	8,505,968	10,562,018	12,720,369	14,986,139	17,364,697	19,787,972	22,258,202	24,900,583	27,723,723	30,736,660	33,948,884	37,370,35
Revenues														
Initial Monthly Resi Customer Rate	25.01	25.01	28.76	32.70	36.83	41.18	45.73	50.52	54.05	57.75	61.64	65.72	70.00	74.5
Rate Stabilizer	-	2.50	2.50	2.50	2.50	2.50	2.50	1.00	1.00	1.00	1.00	1.00	1.00	1.0
CPI Capped at 5%		26.26	30.20	34.33	38.68	43.23	48.02	53.05	56.75	60.64	64.72	69.00	73.50	78.2
Revised Monthly Customer Rate	25.01	28.76	32.70	36.83	41.18	45.73	50.52	54.05	57.75	61.64	65.72	70.00	74.50	79.2
x # Resi Customer Accounts (1)	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,09
Commercial Customers	985													
= Monthly Residential Revenue	102,416	117,774	133,900	150,833	168,612	187,280	206,882	221,321	236,482	252,401	269,116	286,667	305,095	324,44
= Monthly Commercial Revenue $7 PCY +1.84=$9.50 PCY	111,930	138,817	145,757	153,045	160,698	168,732	177,169	186,027	195,329	205,095	215,350	226,118	237,423	249,29
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	1
Annual Billing Revenue	2,572,151	3,079,090	3,355,894	3,646,539	3,951,716	4,272,152	4,608,610	4,888,180	5,181,729	5,489,955	5,813,593	6,153,413	6,510,223	6,884,87
Com'l Franchise & Recycle Rev (Est)														
Interest (Estimate)		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,00
Total Revenue	2,572,151	3,089,090	3,365,894	3,656,539	3,961,716	4,282,152	4,618,610	4,898,180	5,191,729	5,499,955	5,823,593	6,163,413	6,520,223	6,894,87
% increase annually		20.10%	8.96%	8.63%	8.35%	8.09%	7.86%	6.05%	5.99%	5.94%	5.88%	5.84%	5.79%	5.75
Expenses														
Monthly Collection Rate	**19.31**	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	55.02	57.77	60.66	63.7
Estimated CPI Factor		**5.00%**	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00
CPI Increase Amount		0.97	1.14	1.32	1.51	1.71	1.92	2.14	2.38	2.62	2.75	2.89	3.03	3.1
Automatic rate stepup		2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	-	-	-	-	-
Revised Monthly Collection Rate	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	55.02	57.77	60.66	63.70	66.8
Passthrough (Disposal)	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.5
Customer Service Fee	-													
Franchise Fee	-													
Storm Reserve Fee included in B 15														
Total Monthly Expense/Customer	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	55.02	57.77	60.66	63.70	66.8
x # Residential Customer Accounts	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,09
= Monthly Expenses	79,074	93,266	108,166	123,812	140,240	157,490	175,602	194,620	214,588	225,317	236,583	248,412	260,833	273,87
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	1
Subtotal Annual Expenses	948,893	1,119,188	1,297,997	1,485,747	1,682,885	1,889,879	2,107,223	2,335,434	2,575,056	2,703,809	2,838,999	2,980,949	3,129,996	3,286,49
Annual commercial contractor cost	99,119	104,075	109,279	114,742	120,480	126,504	132,829	139,470	146,444	153,766	161,454	169,527	178,003	186,90
Total Expenses	1,048,012	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,240,052	2,474,904	2,721,499	2,857,574	3,000,453	3,150,476	3,308,000	3,473,40

(1) Increase projected at 0 new customers per year to year 4, 095 per year thereafter.

General Fund Income														
Customer Service Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Franchise Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income to General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Reserve Fund Income														
Storm Reserve Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rate Components														
Collection	13.51	16.69	20.02	23.52	27.20	31.06	35.11	39.36	43.83	48.52	53.45	58.62	64.05	69.7
Disposal	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.7
Fuel 4% annual increase	1.47	1.53	1.59	1.65	1.72	1.79	1.86	1.93	2.01	2.09	2.18	2.26	2.35	2.4
Total collection cost	19.69	22.92	26.32	29.88	33.63	37.56	41.68	46.01	50.55	55.33	60.34	65.60	71.12	76.8
Franchise Fee														
CPI increase capperd at 5%		26.26	30.20	34.33	38.68	43.23	48.02	53.05	56.75	60.64	64.72	69.00	73.50	78.2
Rate Stabilzer	5.32	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.5
Total Residential Customer Rate		28.76	32.70	36.83	41.18	45.73	50.52	55.55	59.25	63.14	67.22	71.50	76.00	80.8
% Increase in Cusomer Rate		#DIV/0!	13.7%	12.6%	11.8%	11.1%	10.5%	9.9%	6.7%	6.6%	6.5%	6.4%	6.3%	6.3

Includes processing fee of $78.00 per ton	.38 per units
Year 2 processing fee of $150.00	.73 per unit
Commercial Revenue	
YR 2 increase by $2.50 PCY	
YR 3-13increase by 5% CPI PCY	
Residential monthly collection rate	
Collection Automatic stepup ends CPI only capped at 5%	
Customer Automatic stepup adjust to $1.00	
Line 62 collection cost to the city	

Attachment: Scenario A - 7 Year Contract (4382 : Waste Pro Discussion)

PROFORMA

SCENARIO IA: 5 year contract with $2.50 rate stabilizer end year 5 +CPI

REL Residential Rate Structure & Commercial front load

ATTACHMENT 3

	Current Year 1 1/1/2024-9/30/2024	Year 2 10/1/2024-9/30/2025	Year 3 10/10/2025-9/30/2026	Year 4 10/1/2026-9/30/2027	Year 5 10/1/2027-9/30/2028	Year 6 10/1/2028-9/30/2029	Year 7 10/1/2030-9/30/2031	Year 8 10/1/2031-9/30/2032	Year 9 10/1/2032-9/30/2033	Year 10 10/1/2033-9/30/2034	Year 11 10/1/2034-9/30/2035	Year 12 10/1/2035-9/30/2036	Year 13 10/1/2036-9/30/2037	Year 14 10/1/2037-9/30/2038
Fund Summary														
Revenues	$ 2,571,252.00	3,089,090	3,365,894	3,656,539	3,961,716	4,208,442	4,467,504	4,739,519	5,025,135	5,325,032	5,639,924	5,970,560	6,317,728	6,682,254
Expenses	$ 1,048,012.24	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,117,202	2,223,062	2,334,215	2,450,926	2,573,472	2,702,145	2,837,253	2,979,115
Surplus (Deficit)	$ 1,523,239.76	1,865,827	1,958,618	2,056,049	2,158,352	2,192,059	2,350,302	2,516,457	2,690,920	2,874,106	3,066,452	3,268,414	3,480,475	3,703,139
Fund Balance - Beg	$ 3,158,283.00	4,681,523	6,547,350	8,505,968	10,562,018	12,720,369	14,912,429	17,262,731	19,779,189	22,470,109	25,344,215	28,410,667	31,679,081	35,159,556
Fund Balance - End	$ 4,681,522.76	6,547,350	8,505,968	10,562,018	12,720,369	14,912,429	17,262,731	19,779,189	22,470,109	25,344,215	28,410,667	31,679,081	35,159,556	38,862,695
Revenues														
Initial Monthly Resi Customer Rate	25.01	25.01	28.76	32.70	36.83	41.18	44.23	47.45	50.82	54.36	58.08	61.98	66.08	70.38
Rate Stabilizer	-	2.50	2.50	2.50	2.50	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
CPI Capped at 5%		26.26	30.20	34.33	38.68	43.23	46.45	49.82	53.36	57.08	60.98	65.08	69.38	73.90
Revised Monthly Customer Rate	25.01	28.76	32.70	36.83	41.18	44.23	47.45	50.82	54.36	58.08	61.98	66.08	70.38	74.90
x # Resi Customer Accounts (1)	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095
Commercial Customers	985													
= Monthly Residential Revenue	102,416	117,774	133,900	150,833	168,612	181,138	194,290	208,099	222,599	237,824	253,810	270,596	288,221	306,727
= Monthly Commercial Revenue $7.66 PCY 1.84=$9.50 PCY	111,930	138,817	145,757	153,045	160,698	168,732	177,169	186,027	195,329	205,095	215,350	226,118	237,423	249,295
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Annual Billing Revenue	2,572,151	3,079,090	3,355,894	3,646,539	3,951,716	4,198,442	4,457,504	4,729,519	5,015,135	5,315,032	5,629,924	5,960,560	6,307,728	6,672,254
Com'l Franchise & Recycle Rev (Est)														
Interest (Estimate)		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Revenue	2,572,151	3,089,090	3,365,894	3,656,539	3,961,716	4,208,442	4,467,504	4,739,519	5,025,135	5,325,032	5,639,924	5,970,560	6,317,728	6,682,254
% increase annually		20.10%	8.96%	8.63%	8.35%	6.23%	6.16%	6.09%	6.03%	5.97%	5.91%	5.86%	5.81%	5.77%
Expenses														
Monthly Collection Rate	**19.31**	19.31	22.78	26.41	30.23	34.25	38.46	40.38	42.40	44.52	46.75	49.08	51.54	54.12
Estimated CPI Factor		**5.00%**	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
CPI Increase Amount		0.97	1.14	1.32	1.51	1.71	1.92	2.02	2.12	2.23	2.34	2.45	2.58	2.71
Automatic rate stepup		2.50	2.50	2.50	2.50	2.50	-	-	-	-	-	-	-	-
Revised Monthly Collection Rate	19.31	22.78	26.41	30.23	34.25	38.46	40.38	42.40	44.52	46.75	49.08	51.54	54.12	56.82
Passthrough (Disposal)	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Customer Service Fee	-													
Franchise Fee	-													
Storm Reserve Fee included in B 15														
Total Monthly Expense/Customer	19.31	22.78	26.41	30.23	34.25	38.46	40.38	42.40	44.52	46.75	49.08	51.54	54.12	56.82
x # Residential Customer Accounts	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095
= Monthly Expenses	79,074	93,266	108,166	123,812	140,240	157,490	165,364	173,633	182,314	191,430	201,001	211,052	221,604	232,684
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Subtotal Annual Expenses	948,893	1,119,188	1,297,997	1,485,747	1,682,885	1,889,879	1,984,373	2,083,592	2,187,771	2,297,160	2,412,018	2,532,619	2,659,249	2,792,212
Annual commercial contractor cost	99,119	104,075	109,279	114,742	120,480	126,504	132,829	139,470	146,444	153,766	161,454	169,527	178,003	186,903
Total Expenses	1,048,012	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,117,202	2,223,062	2,334,215	2,450,926	2,573,472	2,702,145	2,837,253	2,979,115
General Fund Income														
Customer Service Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Franchise Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income to General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Reserve Fund Income														
Storm Reserve Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rate Components														
Collection	13.51	16.69	20.02	23.52	27.20	31.06	35.11	39.36	43.83	48.52	53.45	58.62	64.05	69.70
Disposal	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71
Fuel 4% annual increase	1.47	1.53	1.59	1.65	1.72	1.79	1.86	1.93	2.01	2.09	2.18	2.26	2.35	2.45
Total collection cost	19.69	22.92	26.32	29.88	33.63	37.56	41.68	46.01	50.55	55.33	60.34	65.60	71.12	76.93
Franchise Fee														
CPI increase capperd at 5%		26.26	30.20	34.33	38.68	43.23	46.45	49.82	53.36	57.08	60.98	65.08	69.38	73.90
Rate Stabilzer	5.32	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Total Residential Customer Rate	25.01	28.76	32.70	36.83	41.18	45.73	48.95	52.32	55.86	59.58	63.48	67.58	71.88	76.40
% Increase in Cusomer Rate		15.0%	13.7%	12.6%	11.8%	11.1%	7.0%	6.9%	6.8%	6.7%	6.6%	6.5%	6.4%	6.3%

(1) Increase projected at 0 new customers per year to year 4, 095 per year thereafter.

Includes processing fee of $78.00 per ton	.38 per units
Year 2 processing fee of $150.00	.73 per unit
Commercial Revenue	
YR 2 increase by $2.50 PCY	
YR 3-13increase by 5% CPI PCY	
Residential monthly collection rate	
Collection Automatic stepup ends CPI only capped at 5%	
Customer Automatic stepup adjust to $1.00	
Line 62 collection cost to the city	

Attachment: Scenario IA - 5 Year Contract (4382 : Waste Pro Discussion)

PROFORMA

SCENARIO IIA: 13 year contract with $2.50 rate stabilizer+CPI 5%

REL Residential Rate Structure & Commercial front load

	Current Year 1 1/1/24-9/30/24	Year 2 10/1/2024-9/30/2025	Year 3 10/10/2025-9/30/2026	Year 4 10/1/2026-9/30/2027	Year 5 10/1/2027-9/30/2028	Year 6 10/1/2028-9/30/2029	Year 7 10/1/2030-9/30/2031	Year 8 10/1/2031-9/30/2032	Year 9 10/1/2032-9/30/2033	Year 10 10/1/2033-9/30/2034	Year 11 10/1/2034-9/30/2035	Year 12 10/1/2035-9/30/2036	Year 13 10/1/2036-9/30/2037	Year 14 10/1/2037-9/30/203
Fund Summary														
Revenues	$ 2,571,252.00	3,089,090	3,365,894	3,656,539	3,961,716	4,282,152	4,618,610	4,971,890	5,342,834	5,732,326	6,141,293	6,570,707	7,021,592	7,495,02
Expenses	$ 1,048,012.24	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,240,052	2,474,904	2,721,499	2,980,424	3,252,296	3,537,760	3,837,498	4,152,22
Surplus (Deficit)	$ 1,523,239.76	1,865,827	1,958,618	2,056,049	2,158,352	2,265,769	2,378,558	2,496,986	2,621,335	2,751,902	2,888,997	3,032,947	3,184,094	3,342,79
Fund Balance - Beg	$ 3,158,283.00	4,681,523	6,547,350	8,505,968	10,562,018	12,720,369	14,986,139	17,364,697	19,861,682	22,483,018	25,234,919	28,123,916	31,156,863	34,340,95
Fund Balance - End	$ 4,681,522.76	6,547,350	8,505,968	10,562,018	12,720,369	14,986,139	17,364,697	19,861,682	22,483,018	25,234,919	28,123,916	31,156,863	34,340,957	37,683,75
Revenues														
Initial Monthly Resi Customer Rate	25.01	25.01	28.76	32.70	36.83	41.18	45.73	50.52	55.55	60.82	66.37	72.18	78.29	84.7
Rate Stabilizer	-	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.5
CPI Capped at 5%		26.26	30.20	34.33	38.68	43.23	48.02	53.05	58.32	63.87	69.68	75.79	82.21	88.9
Revised Monthly Customer Rate	25.01	28.76	32.70	36.83	41.18	45.73	50.52	55.55	60.82	66.37	72.18	78.29	84.71	91.4
x # Resi Customer Accounts (1)	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,09
Commercial Customers	985													
= Monthly Residential Revenue	102,416	117,774	133,900	150,833	168,612	187,280	206,882	227,463	249,074	271,765	295,591	320,608	346,876	374,45
= Monthly Commercial Revenue $7.66 PCY +1.84=$9.50 I	111,930	138,817	145,757	153,045	160,698	168,732	177,169	186,027	195,329	205,095	215,350	226,118	237,423	249,29
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	1
Annual Billing Revenue	2,572,151	3,079,090	3,355,894	3,646,539	3,951,716	4,272,152	4,608,610	4,961,890	5,332,834	5,722,326	6,131,293	6,560,707	7,011,592	7,485,02
Com'l Franchise & Recycle Rev (Est)														
Interest (Estimate)		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,00
Total Revenue	2,572,151	3,089,090	3,365,894	3,656,539	3,961,716	4,282,152	4,618,610	4,971,890	5,342,834	5,732,326	6,141,293	6,570,707	7,021,592	7,495,02
% increase annually		20.10%	8.96%	8.63%	8.35%	8.09%	7.86%	7.65%	7.46%	7.29%	7.13%	6.99%	6.86%	6.74
Expenses														
Monthly Collection Rate	**19.31**	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	57.52	62.90	68.54	74.4
Estimated CPI Factor		**5.00%**	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00
CPI Increase Amount		0.97	1.14	1.32	1.51	1.71	1.92	2.14	2.38	2.62	2.88	3.14	3.43	3.7
Automatic rate stepup		2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.5
Revised Monthly Collection Rate	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	57.52	62.90	68.54	74.47	80.6
Passthrough (Disposal)	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.5
Customer Service Fee	-													
Franchise Fee	-													
Storm Reserve Fee included in B 15														
Total Monthly Expense/Customer	19.31	22.78	26.41	30.23	34.25	38.46	42.88	47.53	52.40	57.52	62.90	68.54	74.47	80.6
x # Residential Customer Accounts	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,09
= Monthly Expenses	79,074	93,266	108,166	123,812	140,240	157,490	175,602	194,620	214,588	235,555	257,570	280,686	304,958	330,44
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	1
Subtotal Annual Expenses	948,893	1,119,188	1,297,997	1,485,747	1,682,885	1,889,879	2,107,223	2,335,434	2,575,056	2,826,659	3,090,841	3,368,234	3,659,495	3,965,32
Annual commercial contractor cost	99,119	104,075	109,279	114,742	120,480	126,504	132,829	139,470	146,444	153,766	161,454	169,527	178,003	186,90
Total Expenses	1,048,012	1,223,263	1,407,276	1,600,490	1,803,364	2,016,382	2,240,052	2,474,904	2,721,499	2,980,424	3,252,296	3,537,760	3,837,498	4,152,22

(1) Increase projected at 000 new customers per year to year 4, 100 per year thereafter.

General Fund Income														
Customer Service Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Franchise Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income to General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Reserve Fund Income														
Storm Reserve Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rate Components														
Collection	13.51	16.69	20.02	23.52	27.20	31.06	35.11	39.36	43.83	48.52	53.45	58.62	64.05	69.7
Disposal	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.7
Fuel 4% annual increase	1.47	1.53	1.59	1.65	1.72	1.79	1.86	1.93	2.01	2.09	2.18	2.26	2.35	2.4
Total collection cost	19.69	22.92	26.32	29.88	33.63	37.56	41.68	46.01	50.55.	55.33	60.34	65.60	71.12	76.9
Franchise Fee														
CPI increase capperd at 5%		26.26	30.20	34.33	38.68	43.23	48.02	53.05	58.32	63.87	69.68	75.79	82.21	88.9
Rate Stabilzer	5.32	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.5
Total Residential Customer Rate	25.01	28.76	32.70	36.83	41.18	45.73	50.52	55.55	60.82	66.37	72.18	78.29	84.71	91.4
% Increase in Cusomer Rate		15.0%	13.7%	12.6%	11.8%	11.1%	10.5%	9.9%	9.5%	9.1%	8.8%	8.5%	8.2%	8.0

Includes processing fee of $78.00 per ton	.38 per units
Year 2 processing fee of $150.00	.73 per unit
Commercial Revenue	
YR 2 increase by $2.50 PCY	
YR 3-13increase by 5% CPI PCY	
Residential monthly collection rate	
Collection Automatic stepup ends CPI only capped at 5%	
Customer Automatic stepup	

Attachment: Scenario IIA - 13 Year Contract (4382 : Waste Pro Discussion)

PROFORMA
SCENARIO IIB: 10 year contract with annual CPI only pass-through to customers
REL Residential Rate Structure & Commercial front load

	Current Year 1 1/1/24-9/30/24	Year 2 10/1/2024-9/30/2025	Year 3 10/10/2025-9/30/2026	Year 4 10/1/2026-9/30/2027	Year 5 10/1/2027-9/30/2028	Year 6 10/1/2028-9/30/2029	Year 7 10/1/2030-9/30/2031	Year 8 10/1/2031-9/30/2032	Year 9 10/1/2032-9/30/2033	Year 10 10/1/2033-9/30/2034	Year 11 10/1/2034-9/30/2035	Year 12 10/1/2035-9/30/2036	Year 13 10/1/2036-9/30/2037	Year 14 10/1/2037-9/30/2038
Fund Summary														
Revenues	$ 2,571,252.00	2,966,240	3,114,052	3,269,255	3,432,217	3,603,328	3,782,995	3,971,644	4,169,726	4,377,713	4,596,098	4,825,403	5,066,173	5,318,982
Expenses	$ 1,048,012.24	1,100,634	1,155,469	1,213,021	1,273,795	1,337,313	1,404,081	1,474,113	1,547,916	1,625,509	1,706,907	1,792,130	1,881,687	1,975,599
Surplus (Deficit)	$ 1,523,239.76	1,865,606	1,958,583	2,056,233	2,158,422	2,266,015	2,378,914	2,497,532	2,621,810	2,752,204	2,889,191	3,033,274	3,184,487	3,343,383
Fund Balance - Beg	$ 3,158,283.00	4,681,523	6,547,129	8,505,712	10,561,945	12,720,366	14,986,381	17,365,295	19,862,827	22,484,637	25,236,841	28,126,032	31,159,306	34,343,792
Fund Balance - End	$ 4,681,522.76	6,547,129	8,505,712	10,561,945	12,720,366	14,986,381	17,365,295	19,862,827	22,484,637	25,236,841	28,126,032	31,159,306	34,343,792	37,687,175
Revenues														
Initial Monthly Resi Customer Rate	25.01	25.01	26.26	27.57	28.95	30.40	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91
Rate Stabilizer	-	-	-	-	-									
CPI Capped at 5%		26.26	27.57	28.95	30.40	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91	47.16
Revised Monthly Customer Rate	25.01	26.26	27.57	28.95	30.40	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91	47.16
x # Resi Customer Accounts (1)	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095
Commercial Customers	985													
= Monthly Residential Revenue	102,416	107,537	112,914	118,559	124,487	130,712	137,247	144,110	151,315	158,881	166,825	175,166	183,924	193,121
= Monthly Commercial Revenue $7.66 PCY +1.84=$9.50 PCY	111,930	138,817	145,757	153,045	160,698	168,732	177,169	186,027	195,329	205,095	215,350	226,118	237,423	249,295
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Annual Billing Revenue	2,572,151	2,956,240	3,104,052	3,259,255	3,422,217	3,593,328	3,772,995	3,961,644	4,159,726	4,367,713	4,586,098	4,815,403	5,056,173	5,308,982
Com'l Franchise & Recycle Rev (Est)														
Interest (Estimate)		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Total Revenue	2,572,151	2,966,240	3,114,052	3,269,255	3,432,217	3,603,328	3,782,995	3,971,644	4,169,726	4,377,713	4,596,098	4,825,403	5,066,173	5,318,982
% increase annually		15.32%	4.98%	4.98%	4.98%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%	4.99%
Expenses														
Monthly Collection Rate	**19.31**	19.31	20.28	21.29	22.35	23.47	24.64	25.87	27.16	28.52	29.95	31.45	33.02	34.67
Automatic rate stepup														
Estimated CPI Factor		**5.00%**	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
CPI Increase Amount		0.97	1.01	1.06	1.12	1.17	1.23	1.29	1.36	1.43	1.50	1.57	1.65	1.73
Revised Monthly Collection Rate	19.31	20.28	21.29	22.35	23.47	24.64	25.87	27.16	28.52	29.95	31.45	33.02	34.67	36.40
Passthrough (Disposal)	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50	4.50
Customer Service Fee	-													
Franchise Fee	-													
Storm Reserve Fee included in B 15														
Total Monthly Expense/Customer	19.31	20.28	21.29	22.35	23.47	24.64	25.87	27.16	28.52	29.95	31.45	33.02	34.67	36.40
x # Residential Customer Accounts	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095	4,095
= Monthly Expenses	79,074	83,047	87,183	91,523	96,110	100,901	105,938	111,220	116,789	122,645	128,788	135,217	141,974	149,058
Annualize	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Subtotal Annual Expenses	948,893	996,559	1,046,191	1,098,279	1,153,316	1,210,810	1,271,252	1,334,642	1,401,473	1,471,743	1,545,453	1,622,603	1,703,684	1,788,696
Annual commercial contractor cost	99,119	104,075	109,279	114,742	120,480	126,504	132,829	139,470	146,444	153,766	161,454	169,527	178,003	186,903
Total Expenses	1,048,012	1,100,634	1,155,469	1,213,021	1,273,795	1,337,313	1,404,081	1,474,113	1,547,916	1,625,509	1,706,907	1,792,130	1,881,687	1,975,599
General Fund Income														
Customer Service Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Franchise Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income to General Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Storm Reserve Fund Income														
Storm Reserve Fee	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cumulative Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rate Components														
Collection	13.51	16.69	20.02	23.52	27.20	31.06	35.11	39.36	43.83	48.52	53.45	58.62	64.05	69.76
Disposal	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71	4.71
Fuel 4% annual increase	1.47	1.53	1.59	1.65	1.72	1.79	1.86	1.93	2.01	2.09	2.18	2.26	2.35	2.45
Total collection cost	19.69	22.92	26.32	29.88	33.63	37.56	41.68	46.01	50.55	55.33	60.34	65.60	71.12	76.92
Franchise Fee														
CPI increase capperd at 5%		26.26	27.57	28.95	30.40	31.92	33.52	35.19	36.95	38.80	40.74	42.78	44.91	47.16
Rate Stabilzer	5.32	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50
Total Residential Customer Rate	25.01	28.76	30.07	31.45	32.90	34.42	36.02	37.69	39.45	41.30	43.24	45.28	47.41	49.66
% Increase in Cusomer Rate		15.0%	4.6%	4.6%	4.6%	4.6%	4.6%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%

(1) Increase projected at 000 new customers per year to year 4, 100 per year thereafter.

Includes processing fee of $78.00 per ton	.38 per units
Year 2 processing fee of $150.00	.73 per unit
Commercial Revenue	
YR 2 increase by $2.50 PCY	
YR 3-13increase by 5% CPI PCY	
Residential monthly collection rate	
Collection Automatic stepup ends CPI only capped at 5%	
Rate Stabilizer	

Attachment: Scenario IIB - 10 Year Contract (4382 : Waste Pro Discussion)