

RESOLUTION NO. 12-01

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF EUSTIS, LAKE COUNTY, FLORIDA, APPROVING THE SECOND ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE SECOND ADDENDUM AS ATTACHED AND AUTHORIZING THE IMPLEMENTATION OF THE ALTERNATIVE RESIDENTIAL SOLID WASTE AND SINGLE STREAM RECYCLING PROGRAM; AUTHORIZING THE REFUSE RATE INDEX ADJUSTMENT FOR COMMERCIAL COLLECTION SERVICE; SAID APPROVALS TO EFFECTIVE UPON PASSAGE.

WHEREAS, the City Commission of the City of Eustis, Florida, did enter into an exclusive franchise agreement with Waste Management, Inc. of Florida, which began on January 1, 2002; and

WHEREAS, in accordance with the provision of that exclusive franchise agreement, Waste Management, Inc. of Florida, has provided services as required by that franchise agreement; and

WHEREAS, it has been suggested and mutually agreed by the City Commission of the City for Eustis and by Waste Management, Inc. of Florida to implement an alternative Residential Solid Waste and Residential Single Stream Recycling services and to amend the exclusive franchise agreement; and

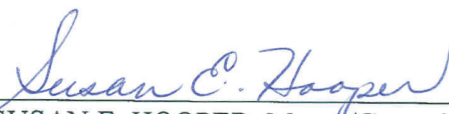
WHEREAS, it has been requested by Waste Management, Inc. of Florida and mutually agreed by the City Commission of the City for Eustis to adjust the Commercial Collection Service rates by the Refuse Rate Index established by Lake County in the amount of 6.14%; and

WHEREAS, The City Commission of the City of Eustis, Florida, has held a public hearing this date on both the Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract and the adjustment of the Commercial Collection Service rates by the Refuse Rate Index established by Lake County.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Eustis, Florida, hereby approves the Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract as attached hereto and authorizes the Mayor of the City of Eustis to execute said contract; and authorizes the adjustment of the Commercial Collection Service rates by the Refuse Rate Index established by Lake County, to be effective March 1, 2012. Said resolution becomes effective upon passage.

DONE AND RESOLVED this 19th day of January, 2012, in regular session of the City Commission of the City of Eustis, Florida.

**CITY COMMISSION OF THE
CITY OF EUSTIS, FLORIDA**



SUSAN E. HOOPER, Mayor/Commissioner

Attest



MARY MONTEZ, CITY CLERK



SECOND ADDENDUM TO THE AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT

City of Eustis, Florida

This Second Addendum to the Solid Waste and Recycling Collection Contract by and between WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation, (hereinafter referred to as "CONTRACTOR") and THE CITY OF EUSTIS, a Florida municipal corporation (hereinafter referred to as "CITY") is dated this 19th day of January 2012.

WHEREAS, the City and Contractor entered into that certain Amended and Restated Solid Waste and Recycling Collection and Disposal Contract dated on or about January 1, 2002, whereby the Contractor would collect solid waste and recyclables within the corporate boundaries of the City (the "Contract"); and

WHEREAS, the parties entered into that certain First Addendum to the Contract on February 19, 2009; and

WHEREAS, the parties desire to modify the Contract to provide (i) semi-automated residential curbside solid waste collection in rollout carts; (ii) residential curbside recycling collection in rollout carts; (iii) a recycling rewards program; (iv) and other modifications ; and

WHEREAS, the Contract is ongoing and not in material breach by either party as of the date of this Second Addendum.

IT IS NOW THEREFORE AGREED:

The Amended and Restated Solid Waste and Recycling Collection and Disposal Contract between the City of Eustis and Waste Management Inc. of Florida , as amended by the First Addendum to Contract dated February 19, 2009, is modified as follows: (Capitalized terms have the meaning as set forth in the Contract. Additions are shown by underline; deletions by ~~strikethrough~~).

1. The following definitions in Section 2 shall be changed as indicated:

(hh) Recycling Container. A rigid container made of plastic or other suitable substance provided and distributed by the Contractor for the storage and accumulation of commingled Recyclable Materials. Once Contractor distributes 64-gallon Rollout Carts for the collection of Recyclable Materials, residents shall utilize such carts for storage and accumulation of Recyclable Materials and the term Recycling Container shall mean such 64-gal. cart.

(jj) Residential Recyclable Materials. Those materials recovered from non-commercial sources which are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. Recyclable Materials include those materials currently being collected: newspapers, mixed glass containers, arid aluminum beverage containers, steel containers, designated plastic containers, and such other materials as may be mutually agreed by Contractor defined by and the City from time to time. The Recyclable Materials generator must separate the Recyclable Materials from the ~~Residential or Commercial Solid Waste. Residential~~ Recyclable Materials will be collected in Single-Stream fashion.

(uu) Rollout Cart. A 64 or 96 gallon rollout cart made of heavy plastic with wheels and a hinged top capable of being collected in an automated or semi-automated manner. Residential Recyclable Materials collection shall be accomplished with a 64 gallon rollout cart. Residential Solid Waste collection shall be accomplished with a 96 or 64 gallon cart. Once rollout carts are delivered to residents by Contractor, Can Residential Solid Waste Collection Service shall be replaced with Rollout Cart Residential Solid Waste Collection Service.

(vv) Rollout Cart Residential Solid Waste Collection Service. The Collection of Residential Solid Waste from On-Service Dwelling Units in the Service Area whose Garbage is collected by means of a Rollout Cart. Rollout Cart Residential Solid Waste Collection Service shall replace Can Residential Solid Waste Collection Service once Contractor has delivered Rollout Carts to residents.

(ww) Single Stream. Single Stream shall mean the collection of Residential Curbside Recyclables in an unsorted fashion. The resident is not required to sort or separate the recyclables by type and will set out the Recyclable Materials in a Recyclable Materials Rollout Cart at the curb.

2. Section 3C is added as follows:

C. Contractor shall supply one 96-gallon Rollout Cart to each On-Service Dwelling Unit for utilization in Cart Residential Solid Waste Collection Service and one 64-gallon Rollout Cart to each On-Service Dwelling Unit for Residential Recyclable Materials Collection Service. Residents may opt for a 64-gallon Rollout Cart for Solid Waste Collection but such election shall not reduce the rate for such service. The City and Contractor shall mutually agree on an acceptable schedule for delivery of the Rollout Carts but it is intended that same shall be accomplished prior to June 1, 2012. All carts shall remain the property of Contractor. Contractor shall maintain the Rollout Carts and provide replacements for those carts damaged by the Contractor or worn by normal wear and tear. Carts damaged by customer abuse, or those lost or stolen shall be replaced by Contractor at the resident's cost and expense. Contractor shall notify the City in writing when replacement carts are provided. The City shall seek reimbursement from the customer for the actual cost of the replacement container. Contractor shall provide advanced notice to residents that Rollout Carts will be provided and must be used for storage and collection of Solid Waste and Recyclable Materials. The notice shall include details of the programs, changes in service and collection days and appropriate instructions for use of the Rollout Carts. Notice shall be by way of door hangers. Notification shall be at Contractor's cost and expense.

3. Section 4A1 and 2 are modified to read as follows:

A. Can Residential Solid Waste Collection Service and Cart Residential Solid Waste Collection Service. The Contractor shall provide Can Residential Solid Waste Collection Service to those On-Service Dwelling Units utilizing Garbage Cans for the accumulation and storage of Residential Solid Waste until such time as Rollout Carts are provided to On-Service Dwelling Units; at such time collections shall be only accomplished by use of Rollout Carts.

1. Conditions and Frequency of Service. All Residential Solid Waste shall be properly containerized in Garbage Cans (until such time as Rollout Carts are provided by Contractor), as appropriate, Bundled or otherwise prepared for Collection. Residential Garbage, Rubbish and Yard Trash Collection shall be collected once per week, except that garbage and rubbish shall be collected two (2) times per week until such time as Rollout Carts are provided by Contractor; at such time all collections shall be one time per week for all months of the year. In the event a regularly scheduled day falls on a holiday, the Collection shall occur on the next regularly scheduled work day. Collection of Residential Bulk Items shall occur within seventy two (72) hours of set out or notification by the customer excluding Sundays and holidays as set forth herein. It shall be the responsibility of Contractor to notify the customer of alternative holiday collection days. The customer shall not intentionally commingle Residential Bulk Items with Residential Garbage, Rubbish and Yard Trash. Collection of properly set out Residential Garbage shall be unlimited until such time as Rollout Carts are provided by Contractor. At such time all Residential Garbage shall be placed in the Rollout Cart. Contractor shall not be obligated to collect Residential Garbage unless it is placed in a Rollout Cart. Should there be more Residential Garbage than can be safely contained in the Rollout Cart, customers may use additional approved containers to place the excess Residential Garbage in for collections and it must be placed next to the Rollout Cart provided. Yard Trash shall not be commingled with Bulk Items, Residential Garbage or Rubbish.

2. Accessibility. All Residential Solid Waste shall be placed within three (3) feet of the curb, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Contractor and customer, that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location of the pick up. For Rollout Carts, the cart shall be placed in such an orientation that the automated or semi-automated collection vehicle may access the cart and collect the waste therein in a safe and efficient manner.

4. Section 5A and 5A1 are modified to read as follows:

A. Curbside Residential Recycling Collection Service. The Contractor shall provide unlimited Curbside Residential Recycling Collection Service for those materials set forth in Exhibit 12 to all On-Service Dwelling Units in the Service Area subscribing to Can Residential Solid Waste Collection Service or Cart Residential Solid Waste Collection Service.

1. Conditions and Frequency of Service. At such time as Rollout Carts are distributed, the Contractor shall Collect Recyclable Materials set forth in Exhibit 12, in Single Stream fashion (without sorting by the resident or the Contractor) with as little disturbance as possible and shall leave the Recycling Container at the same point it was Collected without obstructing roadways, driveways, sidewalks or mail boxes. To be eligible for pick-up, Recyclable Materials must be put in a Recycling Container and placed at the usual accessible pick-up location for Residential Solid Waste. Until such time as Rollout Carts are distributed for Recyclable Materials collection, the Contractor shall be responsible for sorting each component of Recyclable Materials, and Contractor shall delivering the Recyclable Materials to as appropriate a permitted processing facility of its choice. The Contractor shall not intentionally commingle Recyclable Materials with other Residential Solid Waste. Curbside Residential Recycling Collection Service shall be provided once every week on a scheduled route basis which coincides with ~~one of the~~ a regularly scheduled Residential Solid Waste Collection days. In the event the regularly scheduled day falls on a holiday, the Collection shall occur within forty eight (48) hours before or after the regularly scheduled day. It shall be the responsibility of the Contractor to notify the customer of the alternative holiday Collection day. The Contractor shall be required to provide occasional special recycling programs for the Collection of telephone books and Christmas trees.

5. Sections 5B and 5C are modified as follows;

B. Collection Requirements. To be eligible for Collection, Recyclable Materials must be placed in the Recyclable Container and must not be commingled with other solid waste. In the event the Recyclable Materials are erroneously or inadvertently mixed with other solid waste, the Contractor shall, ~~if possible,~~ may elect to separate the solid waste from the Recyclable Materials or collect same as found. ~~The Recyclable Materials shall then be Collected and the solid waste shall be left in the Recyclable Container along with a notice of why the solid waste was not Collected.~~ In the event the Recyclable Materials and solid waste are commingled to the extent that they cannot be easily separated by the Contractor or the nature of the solid waste renders the entire Recycling Container contaminated, the entire Recycling Container and all contents thereof shall be left at the curbside by the Contractor along with a notice of why the Recycling Container was not Collected in the form of an adhesive tag.

C. Residential Recyclable Materials. ~~Until notified by City to the contrary,~~ The ownership of all Residential Recyclable Materials collected by the Contractor shall immediately vest with the Contractor upon possession by the Contractor. During such time as ownership of the Recyclable Materials vests with the Contractor, delivery and proper disposition of such Recyclable Materials at an appropriate recycling facility shall be the responsibility of the Contractor. During this time, the Contractor shall be entitled to all revenues generated from the disposition of the Recyclable Materials and they shall also be responsible for all charges associated with said disposition. All responsibilities for the safe and proper delivery of the

Recyclable Materials to the ~~Designated Facility~~ recycling facility selected by Contractor shall be with the Contractor. Upon agreement of the Contractor and the City, the City reserves the right to parties may add or subtract types of Recyclable Materials to be Collected. Should markets for specific Recyclable Materials be unavailable or should the marketing of same be financially disadvantageous, the parties shall meet and determine an appropriate modification of Exhibit 12. Contractor will provide separate collection and disposal of household batteries.

6. Section 5G is added as follows:

G. Contractor shall arrange for On-Service Dwelling Units to participate in a recycling rewards program for a period of two years without cost to the City or participants.

7. Section 6 C 1 is modified to add the following:

1. The parties shall conduct an audit at a mutually agreed time frame but not earlier than one year after the inception of the collection of Residential Solid Waste in Contractor provided Rollout Carts. The audit shall determine if the Residential Unit disposal tons per year have decreased from the 1.14 tons of Garbage/Rubbish and .21 tons of Yard Waste. In the event the Residential Unit disposal tons have decreased, the parties shall enter into negotiations to determine an appropriate disposal rate on a go-forward basis.

8. Section 6 E 2 is added as follows:

2. Contractor agrees that the RRI adjustment scheduled to take effect January 1, 2012, for Residential Solid Waste Collection Service has been waived and relinquished. It is understood that the RRI for Commercial Collection Service will take place as scheduled on January 1, 2012. RRI adjustment for Residential Solid Waste Collection Service shall resume and be effective on January 1, 2014. The rates that would be effective once the alternative residential service has been implemented and the Commercial Collection Service rate scheduled for January 1, 2012 will be effective March 1, 2012 and are attached as "Attachment A".

9. Section 11 D is added as follows:

D. Contractor represents that it is in the process of obtaining collection vehicles that run on compressed natural gas (CNG). As such trucks become available to Contractor at the Contractor's facility that services the City, Contractor will endeavor to utilize such CNG trucks for collection of the City's solid waste. At such time CNG trucks are put into service for the City, the parties shall meet and negotiate in good faith appropriate changes to the RRI and associated adjustment language in Section 6 E 1.

10. All other provisions of the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract shall remain in full force and effect and shall not be modified except as specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Addendum to the Amended and Restated Solid Waste and Recycling Collection and Disposal Contract on the respective dates under each signature:

City of Eustis through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 19th day of January 2012, and City Clerk duly authorized to execute same.

CITY COMMISSION OF THE CITY OF EUSTIS

Susan E. Hooper
SUSAN E. HOOPER, Mayor-Commissioner

1-19-12
Date

ATTEST:

Mary Montez
MARY MONTEZ, City Clerk

1/19/12
Date



CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA

By: RDM

Printed Name RDM'Connell

Its: Area Vice President

January 13, 2012
Date

ATTEST:

Amy Boyson

Printed Name: Amy Boyson

Its: Community Affairs Manager

January 13, 2012
Date