

**AMENDED AND RESTATED SOLID WASTE AND
RECYCLING COLLECTION AND DISPOSAL CONTRACT**

This Amended and Restated Solid Waste and Recycling Collection and Disposal Contract is made and entered into this 1st day of January, 2002 by and between The City of Eustis, Florida, a Florida municipal corporation, hereinafter referred to as "City" and Waste Management Inc. of Florida, a Florida corporation, its successors and assigns, hereinafter referred to as "Contractor".

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Collection of Solid Waste and Recyclables within the corporate boundaries of City dated January 1, 1995; and

WHEREAS, CITY and CONTRACTOR entered into an Addendum to said Contract dated November 21, 1996; and

WHEREAS, the Contract with Addendum is ongoing and in no known material breach by either party as of the date of this Amended and Restated Solid Waste and Recycling Collection and Disposal Contract; and

WHEREAS, there have been material changes in the law since the execution of the Agreement and the City's interlocal agreement with Lake County will terminate, both events creating flexibility for CITY and CONTRACTOR in the disposal of waste and recyclables.

NOW, THEREFORE, the Solid Waste and Recycling Collection Contract dated January 1, 1995, as modified by the First Addendum to the Solid Waste and Recycling Collection Contract dated November 21, 1996 are modified and restated as follows:

SECTION 0. This Amended and Restated Agreement supersedes any and all previous franchise agreements or modifications.

SECTION 1. TERM.

A. Initial Term. The initial term of this Contract was for a period beginning on the date of execution hereof and terminating December 31, 2001. This agreement was extended for a two year period in 1997 so that the termination date was December 31, 2003.

B. Revised Term. The term of this agreement is hereby extended to December 31, 2008.

C. Option to Renew. As of January 1, 2003, and every two years thereafter, this Contract between the CITY and the CONTRACTOR shall be renewed for an additional two (2) year period unless the CITY, through its

Commission, exercises its non-renewal option by informing the **CONTRACTOR** in writing prior to January 1 of the appropriate year that the two (2) year Contract renewal will not be granted. Contract renewals shall be added to the end of the term of the then existing Contract.

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

SECTION 2. DEFINITIONS.

- (a) **Acceptable Waste.** That Residential and Commercial Solid Waste which may be disposed of at CITY designated disposal facilities.
- (b) **Bags.** Non-dissolvable plastic trash bags.
- (c) **Bed and Breakfast.** A property designated by the CITY as a Bed and Breakfast. The use of such property shall be classified for collection and fee the same as such property is classified by the CITY for water and sewerage purposes.
- (d) **Biohazardous,** Biological or Biomedical Waste. The term is defined as set forth in the Florida Administrative Code, as amended from time to time.
- (e) **Bulk Items.** Those items that may require special handling and management including, but not limited to; White Goods; any materials resulting from home improvements which are properly packaged for collection; and any and all household goods and furniture. Bulk Items must be usual to housekeeping and must be generated by the customer at the Dwelling Unit, wherein the Bulk Item is collected. Bulk Items do not include items herein defined as Exempt Waste.
- (f) **Bundle.** A package containing Yard Trash or Rubbish only, weighing not over fifty (50) pounds and not exceeding four (4) feet in its longest dimensions or six (6) inches in diameter; tied with cord or rope, or

otherwise secured, in a manner to permit lifting and carrying of the full weight thereof without spillage or neatly stacked (in the case of limbs and palm frons) so that such Yard Trash may be easily removed without further sorting.

(g) **Business(es)**. All retail, professional, wholesale, institutional or industrial facilities and any other commercial enterprises, including Hotels or Motels and licensed recreational vehicle parks, offering goods or services to the public.

(h) **Can 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 Garbage Can.

(i) **City Commission**. The City Commission of the City of Eustis, Florida.

(j) **City Designated Facility**. A solid waste disposal facility chosen by the CITY'S Contract Administrator. Such facility may change from time to time.

(k) **Collection**. The process whereby Residential or Commercial Solid Waste are removed and transported to a Designated Facility.

(l) **Commercial Property**. All Businesses, including Hotels and Motels and licensed recreational vehicle parks in the Service Area.

(m) **Commercial Recovered Materials**. Any metal, paper, glass, plastic, textile, or rubber materials that have a 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.

(n) **Commercial Solid Waste**. Any Garbage, Rubbish or Yard Trash that is usual to the normal operation of stores, offices, Businesses or Commercial Properties. Commercial Sold Waste must be generated by the customer at the Commercial Property where the Commercial Sold Waste is Collected and does not include items defined herein as Bulk Items, Contractor-generated Waste, Exempt Waste or Commercial Recovered Materials.

(o) **Commercial Solid Waste Collection Service.** The Collection of Commercial Solid Waste from Commercial Properties in the Service Area. Such service shall include Containers, Compactors or Garbage Cans and shall include Roll-Off Containers when such Containers are used for the Collection of Commercial Solid Waste, but shall not include Roll-Off Containers used for Roll-Off Collection Services.

(p) **Compactor.** Any Container which has a compaction mechanism, whether stationary or mobile.

(q) **Construction and Demolition Debris.** This term shall be as set forth in the Florida Administrative Code, as amended from time to time.

(r) **Contractor-generated Waste.** Rubbish, Yard Trash and/or Bulk Items generated by builders, building contractors, privately employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance service and nurseries.

(s) **Container.** Any Container, with a capacity of one(1) cubic yard up to and including ten (10) cubic yards, designed or intended to be mechanically dumped into a loader-packer type garbage truck.

(t) **Containerized 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 central or shared Container and not by means of a Garbage Can.

(u) **Contract.** The written document and all amendments thereto, between the CITY and CONTRACTOR, governing the provision of services as provided herein.

(v) **Contractor.** That person or entity that has obtained from the CITY a franchise or Contract to provide the services set forth herein.

(w) **Contract Administrator.** That person, or his designee, designated by the CITY to administer and monitor the provisions of this Contract.

(x) **County.** This term shall mean Lake County, Florida.

(y) **Curbside Residential Recycling Collection Service.** The Collection and truckside sorting (as required by CITY) of Recyclable Materials, by the CONTRACTOR, from On-Service Dwelling Units in the Service Area that receive Can Residential Solid Waste Collection Service; and the delivery of those Recyclable Materials to the appropriate Recycling Collection Facility.

(z) **Designated Facility.** The place or places specifically designated by the CITY for the disposal or processing of Residential Solid Waste or Commercial Solid Waste.

(aa) **Dwelling Unit.** Any type of structure or building unit; intended for, or capable of being utilized for, residential living, other than those structures or building units included within the definitions of Commercial Property herein.

(bb) **Exempt Waste.** Biohazardous, Biomedical or Biological Waste, Contractor-generated Waste, Special Waste, Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid Batteries (except household batteries), used oil, Yard Trash which is four (4) feet or more in its longest length and/or six (6) inches or more in diameter and/or weighs more than fifty (50) pounds, any materials resulting from home improvements which are not properly packaged for collection, and/or any Residential or Commercial Solid Waste which is not legally permitted for disposal at the CITY'S Designated Facility.

(cc) **Garbage.** All putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

(dd) **Garbage Can.** Any commonly available light gauge steel, plastic or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s) including waterproof plastic bags of heavy mill construction which can be safely and securely closed. A Garbage Can including properly packaged Yard Trash shall not exceed thirty two (32) gallons in capacity nor fifty (50) pounds in weight.

(ee) **Hazardous Waste.** Any solid waste which is defined as a hazardous waste by the State of Florida Department of Environmental Protection in the State of Florida Administrative Code or; by any future legislative action or; by federal, state or local law.

(ff) **Hotel or Motel.** A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (1987), or its successor law.

(gg) **On-Service Dwelling Unit.** A Dwelling Unit located within the Service Area subscribing to Residential Solid Waste Collection Service which is not included within the definition of Excluded Property.

(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.

(ii) **Residential Solid Waste Disposal Fee.** The fee charged for the disposal of solid waste.

(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 and aluminum beverage containers, steel containers, designated plastic containers, and such other materials as may be defined by the CITY from time to time. The Recyclable Materials generator must separate the Recyclable Materials from the Residential or Commercial Solid Waste.

(kk) **Residential Solid Waste.** Any Garbage, Rubbish, Yard Trash or Bulk Item that is usual to housekeeping. Residential Solid Waste must be generated by the customer at the On-Service Dwelling Unit wherein the Residential Solid Waste is Collected and does not include items defined herein as Contractor-generated Waste or Exempt Waste.

(ll) **Residential Solid Waste Collection Service.** Can Residential Solid Waste Collection Service and Containerized Residential Solid Waste Collection Service.

(mm) **Roll-off Containers.** Any non-Compactor Containerized Residential or Commercial Solid Waste storage and Collection equipment or device with a

capacity of ten (10) cubic yards or greater which is normally loaded onto a motor vehicle and transported to a disposal facility for dumping.

(nn) **Roll-off Collection Service.** The Collection and disposal of Roll-Off Containers containing materials, including but not limited to, Contractor-generated Waste or Special Waste, which are not herein defined as Residential Waste or Commercial Solid Waste, and is considered exclusive to the CONTRACTOR under the terms and conditions of this Contract.

(oo) **Rubbish.** All refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage, which are usual to housekeeping and/or to the operation of stores, offices, Businesses and other Commercial Property; also any bottles, cans or other containers not containing Garbage. Rubbish does not include items herein defined as Exempt Waste.

(pp) **Service Area.** The geographical area of the municipal boundaries of the City of Eustis served by the CONTRACTOR pursuant to this Contract as may be amended during the term of this agreement subject to pre-existing contracts, areas annexed into CITY, pursuant to law.

(qq) **Sludge.** The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

(rr) **Special Waste.** Tires, Construction and Demolition Debris, Land Clearing Debris, hazardous waste, hazardous material or any other unusual material for which the CITY collects a separate disposal charge.

(ss) **Yard Trash.** Vegetative matter resulting from routine and periodic yard and landscaping maintenance which is less than four (4) feet in length or more in its longest dimension and/or less than six (6) inches or more in diameter and/or weighs less than fifty (50) pounds. Yard Trash does not include items herein defined as Exempt Waste.

(tt) **White Goods.** Discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White goods must be

generated by the customer at the on service Dwelling Unit wherein the White Goods are Collected.

SECTION 3. SERVICES PROVIDED BY THE CONTRACTOR.

A. Exclusive Franchise Granted. The **CONTRACTOR** is herein granted an exclusive franchise to provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service, Commercial Solid Waste Collection Service and Roll-off Collection Service within the Service Area. Exempt Waste Collection and Commercial Recovered Material Collection services shall not be exclusive to the **CONTRACTOR**.

B. Service Provided by **CONTRACTOR**. The **CONTRACTOR** shall provide Residential Solid Waste Collection Service, Curbside Residential Recycling Collection Service and Commercial. Solid Waste Collection Service in the Service Area. **CONTRACTOR** shall lawfully deliver such materials to **CITY** designated Disposal or Recyclable Collection facility in accordance with the terms of this agreement.

SECTION 4. SOLID WASTE COLLECTION SERVICE.

A. Can 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.

1. Conditions and Frequency of Service. All Residential Solid Waste shall be properly containerized in Garbage Cans, 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 during the months of June, July and August. During two (2) times per week collection Garbage and Rubbish will be collected with not less than forty-eight (48) hours nor more than seventy two (72) hours between regularly scheduled pick-up days, with the exception of holiday(s) as set forth herein and once per week during all other months. 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 the

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. Yard Trash shall be collected once per week. 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.

3. **Off-Street Service.** Off-Street Service shall be provided as follows:

(a) **Disabled Persons.** Notwithstanding any term or definition set forth in this Contract, off-street Collection of Residential Solid Waste from a residential On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for off-street service has been made to, and approved by, the Contract Administrator in the manner required by **CITY**. The Contract Administrator shall notify the **CONTRACTOR** in writing of any customers requiring off-street service. No additional monies shall be due to the **CONTRACTOR** for the provision of off-street service to disabled customers.

(b) **Non-Disabled Persons.** Customers who do not meet the criteria for disabled person in Section (a) above shall be entitled to off-street service for an additional fee as provided herein.

4. **CONTRACTOR** shall provide special collection service as requested for locations that are not in-service customers and shall charge such rates as provided in Exhibits.

5. **Additional Services.** Upon the request of a customer, the **CONTRACTOR** may provide additional services, for an additional fee, (to the extent such additional services and fees are consistent with the services, rates, and charges contained in Exhibit 2). Arrangements for billing. and

collection for such additional services shall be solely between the **CONTRACTOR** and the customer.

6. Quarterly Clean Up. **CONTRACTOR** shall four (4) times per year at the discretion of the **CITY**; at no additional fee, collect all Bulk Items, Yard Trash and other properly presented non-exempt items within the Service Area.

B. Containerized Residential Solid Waste Collection Service. The **CONTRACTOR** shall provide Containerized Residential Solid Waste Collection Service to those Dwelling Units subscribing to service which utilize Containers for the accumulation and storage of Residential Solid Waste. Containers, when requested by customer, shall be provided by **CONTRACTOR** within forty eight (48) hours of request (excluding Saturdays, Sundays and Holidays).

1. Conditions and Frequency of Service. All Residential Solid waste shall be properly Containerized by the customer. Residential Garbage, Rubbish and Yard Trash shall be Collected as deemed necessary and as determined between the **CONTRACTOR** and the customer, but such Collection service shall be received no less than one (1) time per week with no exception for holiday(s) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the **CONTRACTOR** as long as the minimum frequency requirement is met. The size of the Container and the frequency (above the minimum) of Collection shall be determined between the customer and the **CONTRACTOR**. However, size and frequency shall be sufficient to provide that no Residential Garbage, Rubbish, Yard Trash or Bulk Items (excluding White Goods) need be placed outside the Container. The **CONTRACTOR** shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the **CONTRACTOR'S** equipment. Any Container damaged by the **CONTRACTOR** shall be repaired or replaced by the **CONTRACTOR**, at the **CONTRACTOR'S** expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost or inconvenience to the customer. Any **CONTRACTOR** owned Container damaged by the customer shall be repaired or replaced by the **CONTRACTOR**, at the customer's

expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

2. Accessibility. All Containers shall be readily accessible to the CONTRACTOR'S crew and vehicles and not blocked.

C. Commercial Solid Waste Collection Service. The CONTRACTOR shall Collect and dispose of all Commercial Solid Waste generated by customers subscribing to Commercial Solid Waste Collection Service. It is the intent of the CITY that all Commercial Solid Waste generated in the Service Area be Collected by the CONTRACTOR.

1. Conditions and Frequency of Service. Commercial Solid Waste Collection Service shall be provided as deemed necessary and as determined between the CONTRACTOR and the customer, but such service shall be received no less than one (1) time per week with no exception for holiday(s) (except compactor service) as set forth herein, except that Collection service scheduled to fall on a holiday may be rescheduled as determined between the customer and the CONTRACTOR as long as the minimum frequency requirement is met. Service may be provided by Container or Garbage Can at the option of the customer. The size of the Container and the frequency (above the minimum of Collection shall be determined between the customer and the CONTRACTOR. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. The CONTRACTOR shall provide Containers at the approved rates, however, customers may own their Container provided that the customer shall be completely responsible for its proper maintenance and such Container shall be of a type that can be serviced by the CONTRACTOR'S equipment. Containers, when requested by customers, shall be provided by CONTRACTOR within forty eight (48) hours of request (excluding Saturday, Sunday and Holidays). Any Container damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost or inconvenience to the customer. Any CONTRACTOR owned Container damaged by the customer shall be repaired or replaced by the CONTRACTOR, at the customer's expense, within forty eight (48) hours, excluding Sundays and holidays, at no cost to the CONTRACTOR.

2. Compactors. The **CONTRACTOR** may provide Compactors, however, customers may own or lease Compactors provided that the Compactor must be of a type that can be serviced by the **CONTRACTOR'S** equipment; and the customer shall be completely responsible for its proper maintenance. Compactor frequency of Collection shall be sufficient to contain the Commercial Solid Waste without spillage, or unsanitary or unsafe conditions. Rates for Compactor Collection Service shall be those rates provided in Exhibits.

3. Accessibility. All Containers, Compactors, or Garbage Cans shall be readily accessible to the **CONTRACTOR'S** crew and vehicles, and not blocked.

4. Level, Type and Disclosure of Rates. Prior to providing Commercial Solid Waste Collection Services, the **CONTRACTOR** and the customer shall agree as to the level and type of service to be provided. The rate shall be the rates prescribed by the **CITY** and as set forth in Exhibits. Changes in level of service, either Container size or frequency of pick-up, shall be evidenced by a summary schedule providing; owner name; property address; number of units; and the change in the level of service. This schedule shall be submitted to the **CITY** fifteen (15) days after the end of each quarter beginning with the quarter ended June 30, 2001.

D. Hours. Can Residential Solid Waste Collection Service, Containerized Residential Solid Waste Collection Service and Commercial Solid Waste Collection Service, where the Commercial Property receiving the service is adjacent to a residential area, shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Holidays as defined herein. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator. Commercial Solid Waste Collection Service to Commercial Properties not adjacent to a residential property may be provided Monday through Saturday at the discretion of the **CONTRACTOR**. The days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

E. Routes and Schedules. The **CONTRACTOR** shall provide the Contract Administrator the schedules for all Residential and Commercial Solid Waste Collection Service routes and keep such information current at all times. If

any changes in the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the **CONTRACTOR** shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

F. Manner of Collection. The **CONTRACTOR** shall provide Residential Solid Waste Collection Services and Commercial Solid Waste Collection Services with as little disturbance as possible and shall leave any Garbage Can or Container at the same point it was collected. Where Container service is provided, the **CONTRACTOR** shall replace the Container to its original or agreed upon position.

G. City Designated Facility. All Residential or Commercial Solid Waste, Collected as a result of performing Residential Solid Waste Collection Service or Commercial Solid Waste Collection Service shall be hauled to, and disposed of, at the City Designated Facility as provided in writing by the **CITY** from time to time. Provided however, **CONTRACTOR** may, in its discretion deliver Yard Trash to a County facility provided it charges **CITY** the lowest disposal charge **CITY** would have obtained at a **CITY** Designated Facility.

SECTION 5. RESIDENTIAL RECYCLING COLLECTION SERVICE.

A. Curbside Residential Recycling Collection Service. The **CONTRACTOR** shall provide unlimited Curbside Residential Recycling Collection Service to all On-Service Dwelling Units in the Service Area subscribing to Can Residential Solid Waste Collection Service.

1. Conditions and Frequency of Service. The **CONTRACTOR** shall Collect Recyclable Materials 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. The **CONTRACTOR** shall be responsible for sorting each component and delivering the Recyclable Materials as appropriate. The **CONTRACTOR** shall not 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 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.

2. Accessibility. All Residential Recycling Materials except Christmas Trees shall be placed in a Recycling Container which 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 the 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 designate the location for pick up.

3. Scheduled Work Days and Hours. Residential Recycling Collection Service shall be provided between the hours of 6:00 a.m. and 8:00 p.m. Monday through Saturday, excluding Holidays as defined herein. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

4. Off-Street Service. Off Street Service shall be provided as follows:

(a) Disabled Persons. Notwithstanding any term or definition set forth in this Contract, off-street Collection of Recyclable Materials from an On-Service Dwelling Unit shall be required if all adult occupants residing therein are disabled and if a request for off-street service has been made to, and approved by, the Contract Administrator in the manner required by **CITY**. The Contract Administrator shall notify the **CONTRACTOR** in writing of any customers requiring off-street service. No additional monies shall be due to the **CONTRACTOR** for the provision of off-street service to disabled customers.

(b) Non-Disabled Persons. Customers who do not meet the criteria for disabled person in Section (a) above shall be entitled to off-street service for an additional fee as provided herein.

5. Special Collection. CONTRACTOR shall provide special collection service as requested for locations that are not in-service customers and shall charge such rates as provided in Exhibits.

6. Routes and Schedules. The CONTRACTOR shall provide the contract Administrator the schedules for all Curbside Residential Recycling Collection Service routes and keep such information current at all times. If any changes in the Collection route days occur, the Contract Administrator shall be immediately notified in writing. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the CONTRACTOR shall immediately notify the affected customer(s), in writing or other manner as approved by the Contract Administrator, not less than two (2) weeks prior to the change.

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, separate the solid waste from the Recyclable Materials. 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.

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 shall be with the CONTRACTOR. The CITY reserves the right to add or subtract types of Recyclable Materials to be collected. CONTRACTOR will provide separate collection and disposal of household batteries.

D. Recycling Containers. Recycling Containers shall be purchased by the CONTRACTOR and remain the property of the CONTRACTOR. The CONTRACTOR shall provide the Containers in order to provide Curbside Residential Recycling Collection Service. The CONTRACTOR shall distribute, at its sole cost, one Recycling Container to each On-Service Dwelling Unit receiving Can Residential Solid Waste Collection Service in the Service Area. The Recycling Container shall be for commingled Recyclable Materials. The CONTRACTOR shall store the Recycling Containers on its premises as requested by the CITY. CONTRACTOR may use existing Recycling Containers owned by CITY in the Service Area. Recycling Containers owned by CITY remaining at the termination of this agreement shall belong to CITY.

E. Replacement of Recycling Containers. The CONTRACTOR shall replace at its expense any Recycling Container rendered unserviceable through normal wear and tear of Collection services. The CONTRACTOR shall replace at its expense any Recycling Container damaged through the fault or negligence of the CONTRACTOR or its employees. The CONTRACTOR, at the residential customer's expense, shall supply to the customer, replacement Recycling Containers lost or damaged by the occupant of an On-Service Dwelling Unit. CONTRACTOR shall notify the CITY in writing when replacement Recycling Containers are provided. The CITY shall seek reimbursement from the customer.

The CONTRACTOR shall promptly deliver replacement Recycling Containers, damaged by its employees, or when notified by the Contract Administrator or the occupant of an On-Service Dwelling Unit that a Recycling Container is damaged or missing, and shall report monthly all such replacements to the CITY.

F. Recycling Changes to Work. Should unanticipated events, circumstances or changes in law arise or should the CITY make recycling program decisions that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary changes and enter into a Supplemental Contract covering such modifications and compensation to be paid, if any, before undertaking any changes or revisions to such work.

SECTION 6. CHARGES AND RATES

A. Residential Services.

1. Residential Solid Waste and Curbside Residential Recycling Collection Services. The CITY shall be responsible for the billing and collection of collection and disposal fees for all Residential Solid Waste Collection Services (excluding Residential Container Service) and Curbside Residential Recycling Collection Services.

The CONTRACTOR shall be responsible for the billing and collection of collection and disposal fees for all Residential Containerized Solid Waste Collection Services. Charges shall be those charges provided for herein.

(a.) Collection Charges Billed By the CITY. Charges for Residential Solid Waste and Curbside Residential Recycling Collection Services billed to the residents of the CITY and due to the CONTRACTOR will be accounted for monthly.

B. Commercial Solid Waste Collection Service. The CONTRACTOR shall be responsible for the billing and collection of collection and disposal fees for all Commercial Solid Waste Collection Service. Commercial Properties receiving Commercial Solid Waste Collection Service shall be charged a monthly rate as set forth in Exhibits attached hereto, and as may be adjusted pursuant to this Contract.

C. Disposal Charges. Disposal charges for Residential and Commercial Solid Waste disposal will be accounted for monthly. Until May 1, 2002 the Residential Unit disposal tons per year shall be 1.14 tons of garbage/Rubbish and .21 tons of Yard Waste. May 1, 2002 and every May 1st during the term of this agreement (and extensions thereof) CITY and CONTRACTOR shall jointly conduct an audit of tonnage which audit shall be used to calculate disposal

fees for the ensuing year. Provided, however, that either party may request in writing a second audit which shall be conducted within 30 days of the written request. Such second audit shall be averaged with the previous audit and said average shall be used. In any event, all audits shall apply prospectively only. Each party hereto to bear its own audit expense. Disposal costs shown on Exhibit 10 hereto at **CONTRACTOR** owned or controlled facilities shall not be increased during the life of this agreement except on actual cost adjustments at the disposal facilities but not to exceed three percent (3%) per year. **CONTRACTOR** must request such adjustment in writing.

D. Monthly Collection Accounting. No later than the fifteenth (15th) day following the month this Contract becomes effective, and each month thereafter, the **CITY** will prepare and deliver to the **CONTRACTOR** and **CONTRACTOR** shall prepare and deliver to **CITY** a Monthly Payment Form as set forth in Exhibit 8. The monthly charges will be accounted for as follows:

1. The amount due will be payable no later than the tenth (10th) day of the following month.

E. Adjustments to Other Costs.

1. Refuse Rate Index (RRI). Beginning no later than September 1, 2002, and annually thereafter, the **CONTRACTOR** may, subject to compliance with all provisions of this Section, request an annual adjustment in the Collection and other non-disposal portions of the Curbside Residential Recycling Collection Service rate, the Residential Solid Waste Collection Service rates and the Commercial Solid Waste Collection rates as set forth in the appropriate Exhibits attached hereto.

At the start of the second year of the Contract, and every year thereafter, the rates set forth on Exhibits attached hereto, may be increased or decreased by the percentage change in the Refuse Rate Index (RRI), which Lake County has last established for **CONTRACTOR**, from the base month, which shall be April of the prior year, through April of the current year. The **CITY** shall use the same formula and method to determine the RRI as is used by Lake County at the time of the award of this franchise or as may be amended by Lake County. In the event Lake County does not continue to establish an RRI for **CONTRACTOR**, then in such event, **CITY** shall establish the RRI for **CONTRACTOR**.

On or before September 1st of each year the **CONTRACTOR** shall deliver to the **CITY** in the format as set forth in Exhibit 10 and as may be further revised by the **CITY** from time to time, financial information for the specific services performed under this Contract. If the **CONTRACTOR** fails to submit the financial information in the required format prior to September 1, it is agreed that the **CONTRACTOR** waives the right to the RRI rate adjustment for that year. Failure to provide the financial information does not preclude the **CITY** from applying the RRI using the prior years financial data if that application would result in a decrease in the Collection and other non-disposal rates.

If the failure to submit the information is the result of the extraordinary or unusual circumstances as demonstrated by the **CONTRACTOR**, the **CITY** may consider the request for the annual RRI rate adjustment. Upon approval of an RRI adjustment, the **CITY** shall notice the **CONTRACTOR** of the RRI adjustment to the appropriate rate and cost schedules.

F. Franchise Fee. A franchise fee equal to seven (7%) percent of the gross residential revenues and ten (10%) percent of gross commercial revenues, net of disposal charges or franchise fees and sales or service taxes, collected from all customers in the Service Area shall be retained by or paid to the **CITY** monthly.

SECTION 7. UNUSUAL COSTS

A. State Sales or Service Tax. In the event the State of Florida requires the **CONTRACTOR** to begin paying sales or service tax on the Residential or Commercial Solid Waste Collection Services or Residential Recycling Collection Services as set forth in this Contract, the **CONTRACTOR** shall be allowed to pass on to the customer the tax to the extent of actual sales or service taxes paid. The **CITY** shall approve the pass on within the later of, sixty (60) days of the date of receiving the request and all information requested by the Contract Administrator, or the implementation date of the sales or service tax.

B. Other Costs. The **CONTRACTOR** may petition the **CITY** at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue.

The **CONTRACTOR'S** request shall contain substantial proof and justification to support the need for the rate adjustment. The **CITY** may request from the **CONTRACTOR** such further information as may be reasonably necessary in making its determination. The **CITY** shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the **CITY**. In the event the request is approved the adjustment will be effective when such costs can reasonably be passed on to customers.

SECTION 8. HOLIDAYS

The **CONTRACTOR** shall not be required to provide Residential Solid Waste Collection Services, or Curbside Residential Recycling Collection Services or maintain office hours on Thanksgiving, Christmas, or New Year's Day. Residential Solid Waste (Garbage, Rubbish or Yard Trash) which is scheduled for pick-up but which is not collected on the holidays shall be collected on the next scheduled work day. Recyclable Materials which are scheduled for pick-up but which are not collected on the holidays shall be collected forty eight (48) hours before or after the holiday, as determined by the **CONTRACTOR**. The **CONTRACTOR** shall notify the residents at least two (2) weeks in advance of the holiday schedule.

SECTION 9. CONTRACTOR'S PERSONNEL

A. The **CONTRACTOR** shall assign a qualified person or persons to be in charge of the operations within the Service Area and shall provide the names of those persons in writing to the Contract Administrator.

B. The **CONTRACTOR** shall employ and assign qualified personnel to perform all services set forth herein. The **CONTRACTOR** shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

C. The **CITY** may request the transfer of any employee of the **CONTRACTOR** who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

D. Each driver of a Collection vehicle shall at all times carry a valid Florida commercial driver's license and all other required licenses for the type of vehicle that is being operated.

SECTION 10. SPILLAGE AND LITTER

The CONTRACTOR shall not litter premises in the process of making Collections, but shall not be required to Collect any Residential Solid Waste, Commercial Solid Waste or Recyclable Materials that have not been either placed or prepared in any manner as set forth herein. The CONTRACTOR shall transport all Residential Solid Waste, Commercial Solid Waste or Recyclable Materials in such a manner as to prevent the spilling or blowing from the CONTRACTOR'S vehicle. The CONTRACTOR shall promptly clean up all spillage caused by the CONTRACTOR.

SECTION 11. COLLECTION EQUIPMENT

A. The CONTRACTOR shall have on hand at all times, in good working order, such solid waste Collection and Recycling Collection equipment as shall permit the CONTRACTOR to adequately and efficiently perform the duties specified in this Contract. Upon execution of this Contract, and annually thereafter, the CONTRACTOR shall provide, on the form included herein as Exhibit 9, a list of the equipment to be used by the CONTRACTOR to provide services relating to this Contract. Solid Waste Collection equipment shall be of the enclosed, loader-packer type. Recycling Collection equipment shall be of the type which will accommodate Curbside Residential Recycling Collection Service as defined herein.

B. All equipment shall be kept in good repair and appearance and in a sanitary, clean condition at all times. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

C. The CONTRACTOR'S name, office telephone number and other identifying symbols as may be prescribed by the CITY shall be properly displayed on all Collection vehicles.

SECTION 12. EXEMPT WASTE

A. The CONTRACTOR shall not be required to Collect and dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste are not required under this Contract, but if provided by the

CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations.

SECTION 13. OFFICE

A. The **CONTRACTOR** shall maintain an office where complaints can be received and which provides toll-free telephone access for customers living in Lake County. Such office shall be equipped with sufficient telephones and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on those days that the **CONTRACTOR** provides Residential Solid Waste, or Curbside Residential Recycling Collection Services. The **CONTRACTOR** shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times when the office is closed.

B. The **CONTRACTOR** shall provide the Contract Administrator with an emergency phone number where the **CONTRACTOR** can be reached at all times.

SECTION 14. SERVICE INQUIRIES AND COMPLAINTS

A. All service inquiries and complaints shall be directed to the **CONTRACTOR**. All service complaints will be handled by the **CONTRACTOR** in a prompt and efficient manner. Complaints received before 12:00 p.m. (noon) of a working day shall be addressed and resolution attempted that day; complaints received after 12:00 p.m. shall be addressed and resolution attempted no later than the next working day. When the next working day is a Sunday, the complaint shall be addressed and resolution attempted on Monday. When the next working day is a holiday, the complaint shall be addressed and resolution attempted on the next working day. In the case of a dispute between a **CONTRACTOR** and a customer, the matter will be reviewed and a decision made by the Contract Administrator.

B. The **CONTRACTOR** will maintain a written record of all inquiries and complaints in a manner prescribed by the **CITY**. The following information will be provided for each inquiry or complaint: Date; time of call; person calling; address of person calling; telephone number of person calling; reason for inquiry or complaint; and action taken by **CONTRACTOR**. The **CONTRACTOR** will, by the tenth (10th) day of each month, file with the Contract Administrator a copy of the completed forms for all inquiries and complaints received by the **CONTRACTOR** during the preceding month.

C. The **CONTRACTOR** shall provide the Contract Administrator with a report on the disposition of any unresolved complaint involving a claim of damage to private or public property as a result of actions of the **CONTRACTOR'S** employees, agents or subcontractors.

D. The **CONTRACTOR** shall provide written notice in a format approved by **CITY** to all customers, served by the **CONTRACTOR**, about complaint procedures, rules and regulations including office hours, telephone number and mailing address.

SECTION 15. QUALITY OF PERFORMANCE OF CONTRACTOR

A. It is the intent of the **CITY** to ensure that the **CONTRACTOR** provides a quality level of Collection services. To this end, all complaints shall be promptly resolved pursuant to the provisions of this Contract. In the event legitimate complaints, as determined by the Contract Administrator, shall exceed two (2%) percent of the total Residential Solid Waste Collection Service customers of the **CONTRACTOR**, within the Service Area served by the **CONTRACTOR** during any Contract fiscal year, or one-half of one percent (.5%) of the total Residential Solid Waste Collection Service customers of the **CONTRACTOR** within the Service Area, during any one calendar month, the Contract Administrator may levy administrative charges of \$100.00 per incident for those actions related to service as listed below. There shall be \$25.00 per occurrence per day administrative charge assessed against the **CONTRACTOR** for failure to appropriately respond to a failure to pick up allegation within twenty four (24) hours of oral notification by the **CITY** or the consumer of the failure to pick up.

1. Commingling Residential Solid Waste with Recyclable Materials.
2. Commingling Acceptable solid waste (Garbage, Rubbish and Yard Trash) with unacceptable solid waste (Bulk Items).
3. Failure to clean-up spillage caused by the **CONTRACTOR**.
4. Failure to replace damaged Containers or Garbage Cans in the required time period (forty eight (48) hours except for Sundays or holidays).
5. Failure to replace Containers, Garbage Cans, or Recycling Containers in designated location, crossing planted areas, or similar violations.

6. Failure to repair damage to customer property.

The Contract Administrator may also levy administrative charges for all other infractions of this Contract in an amount of \$100.00 per day per incident without regard to the percentage of customer complaints including:

1. Failure to maintain equipment in a clean, safe and sanitary manner.
2. Failure to have vehicle operators properly licensed.
3. Failure to maintain office hours as required by this Contract.
4. Failure to maintain and/or submit to the CITY all documents and reports required under the provisions of this Contract.
5. Failure to properly cover materials in Collection vehicles.
6. Failure to display CONTRACTOR'S name and phone number on Collection vehicles.
7. Failure to comply with the hours of operation as required by this Contract.

The administrative charge for failure or neglect to complete each route on the regular scheduled pick-up day shall be \$1,000.00 per route for each day the route is not completed. The administrative charge may be waived in the sole discretion of the Contract Administrator in the event of unusual or extraordinary circumstances.

Changing route days without proper notification will result in an administrative charge of \$1,000.00 per incident.

Failure to deliver any Residential or Commercial Solid Waste or Recyclable Materials to the Designated Facility will result in the following administrative charges:

1. First Offense - \$1,000.00 administrative charge.
2. Second Offense - \$2,500.00 administrative charge.
3. Third Offense - loss of Contract.

B. For the purpose of this section, the Contract Administrator may deduct any administrative charges from payments due or to become due to the CONTRACTOR. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Contract

and shall, at the end of each month during the term of this Contract, notify the CONTRACTOR in writing of the administrative charges assessed and the basis for each assessment. The CONTRACTOR shall pay the assessment within thirty (30) days of the date of the notice. In the event the CONTRACTOR wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, request in writing that the Contract Administrator request a hearing date before the City Commission to present its defense to such assessment. The administrative charge shall be abated during the contest period. In the event the charge is upheld the City Commission may apply the administrative charge retroactively from the date it became effective for each day the incident continued unresolved. The City Commission shall notify the CONTRACTOR in writing of any action taken with respect to the CONTRACTOR'S claims and the decision of the City Commission shall be the final administrative action.

SECTION 16. FILING OF REQUESTED INFORMATION AND DOCUMENTS

A. In addition to any other requirements of this Contract, the CONTRACTOR shall be required to file statistical and other pertinent information pertaining to Residential and Commercial Solid Waste Collection Services and Curbside Residential Recycling Collection Services as may be requested by the CITY to comply with the provisions of Section 403, Florida Statutes, as amended, other pertinent rules, laws and regulations and any interlocal agreements the CITY has or may enter into during the term of this Contract.

B. The CONTRACTOR shall file and keep current with the CITY all documents and reports required by this Contract. Prior to September 1 of each year this Contract is in effect, the CONTRACTOR, based on a list provided by the CITY, shall ensure and certify to the CITY that all required documents such as, but not limited to, certificates of insurance, performance bond, route schedules and maps, drivers license certifications, and lists of Collection equipment vehicles are current and on file with the CITY.

C. The assessment or payment of any administrative charges imposed upon CONTRACTOR by virtue of this entire section shall not constitute a defense to the CONTRACTOR nor an election of remedies by the CITY or an estoppel against the CITY nor prevent the CITY from testing this Contract.

The election of the CITY to refrain from assessing administrative charges, suspending or terminating this Contract, or seeking any other relief for any failure of the CONTRACTOR shall not constitute a waiver on the part of the CITY of its right to pursue a remedy for future failure to perform by CONTRACTOR.

SECTION 17. EMERGENCY SERVICE PROVISIONS

In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses provided the CONTRACTOR has first secured written authorization and approval from the CITY.

SECTION 18. PERMITS AND LICENSES

The CONTRACTOR shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

SECTION 19. PERFORMANCE BOND

Prior to commencing service under this Contract, the CONTRACTOR shall furnish to the CITY, and keep current, an irrevocable letter of credit or a Performance Bond for the faithful performance of this Contract and all obligations arising hereunder in the amount of \$500,000.00 in a form acceptable to the CITY Attorney. The Performance Bond shall be executed by a surety company licensed to do business in the State of Florida; having an "A-" or better rating by A.M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

SECTION 20. . . . INSURANCE

CONTRACTOR shall provide, pay for, and maintain in force at all times during the term of this Contract, such insurance as will assure to **CITY** the protection contained in this agreement, including Indemnification, undertaken by **CONTRACTOR**. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. **CONTRACTOR** shall provide the following:

A. Workers' Compensation and Employers Liability Insurance. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policies shall include Employers Liability Insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident; One Hundred Thousand Dollars (\$100,000.00) each employee up to a maximum of Five Hundred Thousand Dollars (\$500,000.00) for disease.

B. General Liability Insurance. General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, \$2,000,000.00 aggregate, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices and must include:

1. Premises and/or Operations.
2. Independent contractors.
3. Broad Form Property Damage.
4. Broad Form Contractual Coverage applicable to this specific Contract, including the indemnification section set out in Section 21.
5. Personal Injury Coverage.
6. Product and Completed Operations.
7. Bodily injury and property damage liability for promises, operations, products, and completed operations, independent contractors, and property damage resulting from explosion, collapse or underground explosions.
8. Include **CITY** and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for **CITY** by or

on behalf of **CONTRACTOR** or acts or omissions of **CONTRACTOR** in connection with such operation.

C. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the insurance Services Office and must:

1. Cover all owned, non-owned and hired vehicles used by **CONTRACTOR**.
2. Include **CITY** and the City Commission as "Additional Insureds" with respect to liability arising out of operations performed for **CITY** by or on behalf of **CONTRACTOR** or acts or omissions of **CONTRACTOR** in connection with such operation.

D. Subcontractor's Insurance. Adequate subcontractor's insurance shall be the responsibility of the **CONTRACTOR**. **CONTRACTOR** shall ensure that subcontractors are properly insured to meet the above requirements before subcontractors are permitted to commence work pursuant to this Contract.

E. Certificate of Insurance. **CONTRACTOR** shall provide to **CITY** a Certificate of Insurance or a copy of all insurance policies required by this Section. **CITY** reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that **CITY** shall be given thirty (30) days written notice prior to expiration or cancellation of the policy.

SECTION 21. INDEMNITY

A. The **CITY** has provided contract concessions and otherwise given good and valuable consideration, the sufficiency of which is acknowledged by **CONTRACTOR**, and for said consideration, **CONTRACTOR** agrees as follows:

1. **CONTRACTOR** shall indemnify and save harmless and defend. **CITY**, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission negligent act of **CONTRACTOR**, its agents, servants or employees in the performance of services under this Contract. The **CITY** reserves the right

to retain counsel of its own choice at its own expense, or, in the alternative, to approve counsel obtained by the CONTRACTOR.

2. CONTRACTOR further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in Section 21.A.1. above and for which the CITY, its agent, servants or employees are alleged to be liable.

3. This indemnification shall also include any claim or liability arising from, or in any way related to, actual or threatened damage to the environment, CITY costs of investigation, personal injury or death, or damage to property, due to a release or improper handling by CONTRACTOR of Hazardous Waste, Biohazardous Waste, Biological Waste, Infectious Waste or Sludge.

4. The execution of this Contract by CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth in Section 20.

5. CONTRACTOR further agrees to indemnify, save harmless and defend CITY, its agents, servants and employees from and against any claim, demand or cause of action brought by any of CONTRACTOR'S employees, agents or servants for job related injuries alleged to be caused by error, omission or negligent act.

6. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Contract.

7. Notwithstanding the foregoing indemnifications, CONTRACTOR shall not be responsible for the negligent acts or omissions attributable to CITY.

B. The CONTRACTOR shall require all subcontractors who are engaged to perform Residential or Commercial Solid Waste or Recycling Collection Services to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the CITY in accordance with this Contract.

SECTION 22. BOOKS AND RECORDS

A. The CONTRACTOR shall keep records which are adequate to meet all requirements as set forth herein. Such records shall relate only to this Contract and shall be kept separate and apart from all other records maintained by CONTRACTOR.

B. The CITY or its designee shall have the right to review all records maintained by the CONTRACTOR, related to this Contract, on three (3) days written notice. Financial schedules as specified by the CITY pertaining only to this specific Contract and Service Area, shall be delivered to the CITY no later than September 1 of each year during the term of this Contract. The annual RRI adjustment will not be granted to the CONTRACTOR unless all required financial information has been filed in a timely manner.

SECTION 23. POINT OF CONTACT

The day-to-day dealings between the CONTRACTOR and the CITY shall be between the CONTRACTOR and the Contract Administrator. CONTRACTOR shall designate in writing an employee to handle the day-to-day contact with CITY.

SECTION 24. NOTICE

All notices, requests, consents and other communications required or permitted under this Contract shall be in writing, which may include telex, telecopied and telegraphic communications, and shall be, as elected by the person giving such notice, hand delivered by messenger or courier service, telecopied, telecommunicated, or mailed by registered or certified mail, return receipt requested, and addressed to:

If to the CITY:

CITY MANAGER
Eustis City Hall
10 N. Grove Street
P.O. Drawer 68
Eustis, FL 32727-0068

If to the CONTRACTOR:

Waste Management Inc. of Florida
P.O. Box 548
Fruitland Park, FL 34731

or to such other address as any party may designate by written notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery;
- (b) on the date telecommunicated if by facsimile;
- (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

SECTION 25. DEFAULT OF CONTRACT

A. The CITY may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) days advance written notice, to be served as provided in Section 24, upon the happening of any one of the following events:

1. The CONTRACTOR shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer relating an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

2. By order or decree of a court, the CONTRACTOR shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the CONTRACTOR, seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any law or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or

liquidator shall take possession or control of all or substantially all of the property of the **CONTRACTOR**, and such possession or control shall continue in effect for a period of sixty (60) days; or

4. The **CONTRACTOR** has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due the **CITY** and said default is not cured within thirty (30) days of receipt of written notice by **CITY** to do so; or

5. The **CONTRACTOR** has defaulted by allowing any final judgment for the payment of money to stand against him unsatisfied and said default is not cured within thirty (30) days of receipt of written notice by **CITY** to do so; or

6. In the event the monies due the **CITY** under subsection (4) above or an unsatisfied final judgment under subsection (5) above is the subject of a judicial proceeding, the **CONTRACTOR** shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the **CITY** Attorney; or

7. The **CONTRACTOR** has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the **CITY** pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the **CITY** to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by the **CONTRACTOR** of written demand from the **CITY** to do so, the **CONTRACTOR** fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof, with the **CONTRACTOR** having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time. No notice to cure a default will be required if **CONTRACTOR** fails to perform under Subsections A.1., A.2., A.3., B and C of this Section 25 hereof.

B. However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection services for a period of three (3) consecutive scheduled working days, the CITY may secure the CONTRACTOR'S billing records on the fourth (4th) working day in order to provide interim Contract Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of fifteen (15) working days all liability of the CITY under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the CITY.

C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Section, in the event that the CONTRACTOR'S record of performance shows that the CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the CITY and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The CITY shall thereupon issue the CONTRACTOR a final written warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the contract. In the event of any such subsequent default, the CITY may terminate this Contract upon giving of written Final Notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the CITY'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder and immediately upon the specified date in such Final Notice the CONTRACTOR Shall proceed to cease any further performance under this Contract.

D. In the event of the aforesaid events specified in subsections A., B. and C. above and except as otherwise provided in said subsections,

termination shall be effective upon the date specified in the CITY'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the CITY under this Contract to the CONTRACTOR shall cease, and the CITY shall have the right to call the performance bond or collect on the full amount of the irrevocable letter of credit and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform the CONTRACTOR shall reimburse the CITY all direct and indirect costs of providing interim solid waste and recycling collection services.

E. The CONTRACTOR recognizes that the failure on the part of CONTRACTOR to comply with the terms of this Contract is likely to cause irreparable damage to the CITY and damages at law would be an inadequate remedy. Therefore, the CONTRACTOR agrees that in the event of a breach or threatened breach of any of the terms of the Contract by the CONTRACTOR, the CITY shall be entitled to an injunction restraining such breach or to a decree of specific performance, or both without showing or proving any actual damage, together with recovery of reasonable attorney's fees and costs incurred in obtaining said equitable relief until such time as a final and binding determination is made by the court. The foregoing equitable remedy shall be in addition to, and not in lieu of, all remedies or rights which the CITY may otherwise have by virtue of any breach of this Contract by the CONTRACTOR. The CITY shall be entitled to seek injunctive relief without the posting of any bond or security to obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Contract. The CITY shall also be able to seek injunctive relief to prohibit any act or omission by the CONTRACTOR or its employees that constitutes a violation of any applicable law, is dishonest or misleading. The CSR expressly consents and agrees that the CITY may, in addition to any other available remedies, obtain an injunction to terminate or prevent the continuance of any existing default or violation, or to prevent the occurrence of any threatened default by the CONTRACTOR of this Contract.

**SECTION 26. MODIFICATIONS TO THE CONTRACT DUE TO PUBLIC WELFARE, CHANGE
IN LAW OR CHANGE IN ORDINANCES OR REGULATIONS**

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

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

any additional services or other obligations required of the CONTRACTOR due to any modification in the Contract under this Section. Failure to reach an agreement under this Section shall allow either party, upon sixty (60) days written notice to terminate service under this Agreement.

SECTION 27. INDEPENDENCE OF CONTRACT

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the parties hereto, or as constituting the CONTRACTOR as an agent, representative or employee of the CITY for any purpose whatsoever. The CONTRACTOR is to be, and shall remain, an independent contractor with respect to all services performed under this Contract. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agent, employees, permitted contractors and permitted subcontractors.

SECTION 28. EMPLOYEE STATUS

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY'S officers and employees either by operation of law or by the CITY.

SECTION 29. EQUAL OPPORTUNITY EMPLOYMENT

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age or national origin and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship.

SECTION 30. FORCE MAJEURE

A. Either party shall be excused from performance (except for each party's payment obligations hereunder) when its non-performance was caused directly or indirectly by an Event of Force Majeure. The affected party

shall give to the other party prompt written notice of the Force Majeure reasonable full particulars concerning it. Thereupon the obligations of the party giving the notice so far as they are affected by the Force Majeure shall be suspended during, but no longer than the continuance of, the Event of Force Majeure and for a reasonable time thereafter required to remedy the physical damages and/or return to normal operations.

B. Any party excused from performing any obligation under this Contract pursuant to this Section shall promptly, diligently and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Contract.

C. The party whose performance is excused due to the occurrence of an Event of Force Majeure shall, during such period, keep the other party duly notified of all such obligations under this Contract.

D. No Event of Force Majeure shall excuse either party from its payment obligations hereunder and the CITY shall not be liable for any loss by CONTRACTOR due to an Event of Force Majeure.

SECTION 31. RIGHT TO REQUIRE PERFORMANCE

The failure of the CITY at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the CITY thereafter to enforce same. Nor shall waiver by the CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

SECTION 32. LAWS TO GOVERN

This Contract shall be governed by the laws of the State of Florida and the CITY both as to interpretation and performance. The parties agree that any suit, action or legal proceeding arising out of or relating to this Contract shall be brought in the State of Florida Fifth Judicial Circuit Court located in Lake County.

SECTION 33. COMPLIANCE WITH LAWS

The CONTRACTOR, its officers, agents, employees, and permitted subcontractors shall comply with all federal, state and local laws, ordinances, rules, and regulations.

SECTION 34. SEVERABILITY

If any provision of this Contract shall be declared illegal, void or unenforceable by a court of competent jurisdiction, or in an arbitration proceeding, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 35. TITLE TO WASTE AND RECYCLABLES.

A. Residential and Commercial Solid Waste. **CONTRACTOR** shall have title to all Residential and Commercial Solid Waste Collection by the **CONTRACTOR** pursuant to this Contract from Collection until delivery to the Designated Disposal Facility.

B. Residential Recyclable Materials. **CITY** shall be entitled to all revenues generated from the disposition of the Residential Recyclable Materials. All responsibilities for the safe and proper delivery of the Residential Recyclable Materials to the **CITY** Designated Facility shall be with the **CONTRACTOR**.

SECTION 36. ASSIGNMENT OR SUBCONTRACT

No assignment or subcontract of this Contract or any right occurring under this Contract shall be made in whole or in part by the **CONTRACTOR** without the express written consent of the City Commission. Assignment shall include any transfer of twenty percent (20%) of stock or control in **CONTRACTOR** unless said transfer of stock or control is in a publicly held company. The City Commission shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignments by the **CONTRACTOR**. However, approval shall not be unreasonably withheld. Any assignment or subcontract of this Contract made by the **CONTRACTOR** without the express written consent of the City Commission shall be null and void and shall be grounds for the **CITY** to declare a default of this Contract and immediately terminate this Contract by giving written notice to the **CONTRACTOR**. Upon the date of such notice this Contract shall be deemed terminated and upon such termination all obligations of the **CITY** under this Contract to the **CONTRACTOR** shall cease. The **CITY** shall be free to negotiate with other contractors or any other person or company for the service which is the subject of this Contract. When an assignment is approved by the **CITY**, the assignee shall fully assume all the terms,

obligations, covenants and promises of the **CONTRACTOR** provided for herein and shall so indicate in writing prior to the request for approval.

SECTION 37. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 38. LOCAL IMPROVEMENTS

CITY reserves the right to construct any roadway improvement or to permit construction in any street, road or alley, which may have the effect of preventing the **CONTRACTOR** from traveling its accustomed route or routes for solid waste and recycling collection. However, the **CONTRACTOR** shall continue to provide solid waste and recycling collection services through an acceptable, passable, route to the same extent as though no interference existed upon the streets, roads or alleys formerly traversed. This shall be done without extra cost to the **CITY**.

SECTION 39. REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is to be interpreted as a penalty upon any party to this Contract. The parties hereby agree that the rights of the **CITY** in the event the **CONTRACTOR** takes or fails to take certain actions pursuant to this Contract, are reasonable, and that the parties desire such certainty with regard to such matters.

SECTION 40. NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for **CONTRACTOR** to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other

than a bona fide employee or agent working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, CITY shall have the right to terminate the Contract without liability, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 41. ENTIRE CONTRACT

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

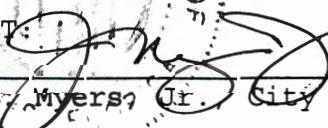
SECTION 42. LEGAL REPRESENTATION

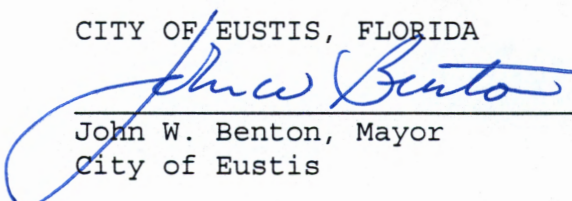
It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Contract and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

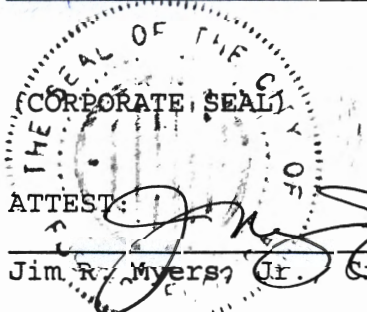
SECTION 43. EFFECTIVE DATE

This Contract became effective January 1, 1995, and this Amended and Restated Contract is effective January 1, 2002.

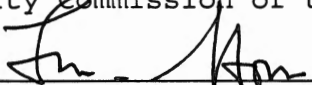
IN WITNESS WHEREOF, the parties hereto have made and executed this Amended and Restated Contract on the respective dates under each signature: CITY OF EUSTIS through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the 15th day of November, 2001 and duly authorized to execute same.

ATTEST: 
Jim R. Myers, Jr. City Clerk

CITY OF EUSTIS, FLORIDA

John W. Benton, Mayor
City of Eustis



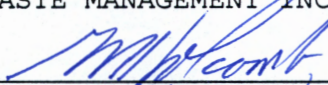
This document is approved as to form and legal content for use and reliance of the City Commission of the City of Eustis, Florida.



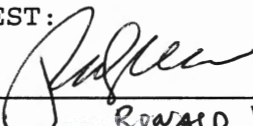
Lewis W. Stone, City Attorney
11-15-01

Date

CONTRACTOR:
WASTE MANAGEMENT INC. OF FLORIDA



By: Glenn R. Halcomb
As its: Vice President

ATTEST:


By: Ronald Kaplan
As its: Asst Sec.

**CITY OF EUSTIS
CAN RESIDENTIAL SOLID WASTE COLLECTION RATES
AND
RESIDENTIAL RECYCLING COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

EXHIBIT 2

SOLID WASTE COLLECTION/ YARD TRASH COLLECTION	\$ 3.40
RECYCLING COLLECTION	\$ 1.19
	<u>2.14</u>
 HAULING SUBTOTAL	 \$ 6.73
 DISPOSAL	 4.98
FRANCHISE FEE (7%)	0.81
BILLING CHARGE	<u>0.42</u>
 TOTAL	 \$ 12.94

Future Rate Adjustments:(In addition to RRI)

Solid-waste collection rates will increase 30 cents 1/01/2004 and 20 cents 1/01/2007.

Recycling collection rates will increase 20 cents 1/01/2004 and 20 cents 1/01/2007.

ADDITIONAL CHARGES

EXHIBIT 2

SPECIAL PICK-UP CHARGE	\$ 13.07 / YARD (2 YARD MIN.)
BULK WASTE CHARGE (OVER 3 YARDS)	\$ 11.88 PER YARD
EXTRA PICK-UP DURING SUMMER	\$ 2.01 PER UNIT
DISABLED OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	NO CHARGE
REGULAR OFF STREET SERVICE (SOLID WASTE AND RECYCLING)	\$ 4.75 EXTRA PER MONTH
RECYCLING BIN REPLACEMENT FEE	\$6.18
SPECIAL CITY ASSISTANCE CHARGE (ONE TRUCK AND TWO MEN)	\$ 57.06 PER HOUR
QUARTERLY CLEAN-UP	NO CHARGE

**CITY OF EUSTIS
CONTAINERIZED RESIDENTIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

EXHIBIT 3

(Same as containerized commercial solid waste rates except at 7% franchise fee)

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
<u>2 CUBIC YARDS</u>						
COLLECTION	24.17	47.06	69.88	89.96	110.01	132.20
DISPOSAL	39.21	78.42	117.63	156.84	196.05	235.26
FRANCHISE FEE	<u>4.44</u>	<u>8.78</u>	<u>13.13</u>	<u>17.28</u>	<u>21.42</u>	<u>25.72</u>
TOTAL	67.82	134.26	200.64	264.08	327.48	393.18
<u>3 CUBIC YARDS</u>						
COLLECTION	36.27	56.11	78.62	95.34	127.33	152.81
DISPOSAL	58.82	117.63	176.45	235.26	294.03	352.89
FRANCHISE FEE	<u>6.66</u>	<u>12.16</u>	<u>17.85</u>	<u>23.14</u>	<u>29.50</u>	<u>35.40</u>
TOTAL	101.75	185.90	272.92	353.74	450.86	541.10
<u>4 CUBIC YARDS</u>						
COLLECTION	47.06	65.15	84.58	101.30	133.17	159.79
DISPOSAL	78.42	156.84	235.26	313.68	392.11	470.53
FRANCHISE FEE	<u>8.78</u>	<u>15.54</u>	<u>22.39</u>	<u>29.05</u>	<u>36.77</u>	<u>44.12</u>
TOTAL	134.26	237.53	342.23	444.03	562.05	674.44
<u>6 CUBIC YARDS</u>						
COLLECTION	69.88	101.17	133.77	166.40	199.07	238.88
DISPOSAL	117.63	235.26	352.89	470.53	588.16	705.79
FRANCHISE FEE	<u>13.13</u>	<u>23.55</u>	<u>34.07</u>	<u>44.59</u>	<u>55.11</u>	<u>66.13</u>
TOTAL	200.64	359.98	520.73	681.52	842.34	1,010.80
<u>8 CUBIC YARDS</u>						
COLLECTION	92.71	137.17	180.20	221.86	266.33	360.45
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>17.47</u>	<u>31.56</u>	<u>45.55</u>	<u>59.45</u>	<u>73.54</u>	<u>91.11</u>
TOTAL	267.02	482.41	696.28	908.68	1,124.08	1,392.61
<u>10 CUBIC YARDS</u>						
COLLECTION	114.11	182.59	246.03	277.34	332.91	450.55
DISPOSAL	196.05	392.11	588.16	784.21	980.26	1,176.32
FRANCHISE FEE	<u>21.71</u>	<u>40.23</u>	<u>58.39</u>	<u>74.31</u>	<u>91.92</u>	<u>113.88</u>
TOTAL	331.87	614.93	892.58	1,135.86	1,405.09	1,740.75

**CITY OF EUSTIS
CAN COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

EXHIBIT 4

PICK-UPS/WEEK> NUMBER CONTAINERS	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
1 GARBAGE CAN						
COLLECTION	3.49	5.30	7.69	8.90	10.09	11.30
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>0.95</u>	<u>1.08</u>	<u>1.25</u>	<u>1.33</u>	<u>1.42</u>	<u>1.50</u>
TOTAL	14.57	16.51	19.07	20.36	21.64	22.93
2 GARBAGE CANS						
COLLECTION	4.70	5.89	8.90	10.70	13.11	15.46
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.04</u>	<u>1.12</u>	<u>1.33</u>	<u>1.46</u>	<u>1.63</u>	<u>1.79</u>
TOTAL	15.87	17.14	20.36	22.29	24.87	27.38
3 GARBAGE CANS						
COLLECTION	5.89	6.51	10.09	12.50	16.12	19.62
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.12</u>	<u>1.16</u>	<u>1.42</u>	<u>1.58</u>	<u>1.84</u>	<u>2.08</u>
TOTAL	17.14	17.80	21.64	24.21	28.09	31.83
4 GARBAGE CANS						
COLLECTION	7.10	8.29	11.32	14.31	19.07	23.83
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.21</u>	<u>1.29</u>	<u>1.50</u>	<u>1.71</u>	<u>2.04</u>	<u>2.38</u>
TOTAL	18.44	19.71	22.95	26.15	31.24	36.34
5 GARBAGE CANS						
COLLECTION	8.30	9.88	12.49	16.12	22.10	28.65
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.29</u>	<u>1.40</u>	<u>1.58</u>	<u>1.84</u>	<u>2.26</u>	<u>2.71</u>
TOTAL	19.72	21.41	24.20	28.09	34.49	41.49
6 GARBAGE CANS						
COLLECTION	9.53	11.47	13.73	17.89	25.08	29.77
DISPOSAL	10.13	10.13	10.13	10.13	10.13	10.13
FRANCHISE FEE	<u>1.38</u>	<u>1.51</u>	<u>1.67</u>	<u>1.96</u>	<u>2.46</u>	<u>2.79</u>
TOTAL	21.04	23.11	25.53	29.98	37.67	42.69

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 1 OF 3**

PICK-UPS/WEEK> CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
2 CUBIC YARDS						
COLLECTION	24.17	47.06	69.88	89.96	110.01	132.20
DISPOSAL	39.21	78.42	117.63	156.84	196.05	235.26
FRANCHISE FEE	<u>6.34</u>	<u>12.55</u>	<u>18.75</u>	<u>24.68</u>	<u>30.61</u>	<u>36.75</u>
TOTAL	69.72	138.03	206.26	271.48	336.67	404.21
3 CUBIC YARDS						
COLLECTION	36.27	56.11	78.62	95.34	127.33	152.81
DISPOSAL	58.82	117.63	176.45	235.26	294.03	352.89
FRANCHISE FEE	<u>9.51</u>	<u>17.37</u>	<u>25.51</u>	<u>33.06</u>	<u>42.14</u>	<u>50.57</u>
TOTAL	104.60	191.11	280.58	363.66	463.50	556.27
4 CUBIC YARDS						
COLLECTION	47.06	65.15	84.58	101.30	133.17	159.79
DISPOSAL	78.42	156.84	235.26	313.68	392.11	470.53
FRANCHISE FEE	<u>12.55</u>	<u>22.20</u>	<u>31.98</u>	<u>41.50</u>	<u>52.53</u>	<u>63.03</u>
TOTAL	138.03	244.19	351.82	456.48	577.81	693.35
6 CUBIC YARDS						
COLLECTION	69.88	101.17	133.77	166.40	199.07	238.88
DISPOSAL	117.63	235.26	352.89	470.53	588.16	705.79
FRANCHISE FEE	<u>18.75</u>	<u>33.64</u>	<u>48.67</u>	<u>63.69</u>	<u>78.72</u>	<u>94.47</u>
TOTAL	206.26	370.07	535.33	700.62	865.95	1,039.14
8 CUBIC YARDS						
COLLECTION	92.71	137.17	180.20	221.86	266.33	360.45
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>24.96</u>	<u>45.09</u>	<u>65.07</u>	<u>84.92</u>	<u>105.05</u>	<u>130.15</u>
TOTAL	274.51	495.94	715.80	934.15	1,155.59	1,431.65
10 CUBIC YARDS						
COLLECTION	114.11	182.59	246.03	277.34	332.91	450.55
DISPOSAL	196.05	392.11	588.16	784.21	980.26	1,176.32
FRANCHISE FEE	<u>31.02</u>	<u>57.47</u>	<u>83.42</u>	<u>106.16</u>	<u>131.32</u>	<u>162.69</u>
TOTAL	341.18	632.17	917.61	1,167.71	1,444.49	1,789.56

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 2 OF 3**

COMMERCIAL CONTAINER EXTRA PICK-UP RATES

<u>SIZE CONTAINER</u>	<u>CHARGE</u>	<u>FRANCHISE</u>	<u>TOTAL</u>
2 CUBIC YARD	27.30	2.73	30.03
3 CUBIC YARD	40.98	4.10	45.08
4 CUBIC YARD	54.62	5.46	60.08
6 CUBIC YARD	81.94	8.19	90.13
8 CUBIC YARD	109.23	10.92	120.15
10 CUBIC YARD	136.53	13.65	150.18

ADDITIONAL CHARGES

CONTAINER ROLL OUT CHARGE	\$ 21.28 PER WEEKLY COLLECTION
CONTAINER DELIVERY CHARGE	\$ 29.72 PER CONTAINER
CONTAINER SWAP CHARGE	\$ 29.72 PER CONTAINER
SPECIAL COLLECTION CHARGE	\$ 13.08 PER YARD (2 YARD MINIMUM)

**CITY OF EUSTIS
CONTAINERIZED COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

**EXHIBIT 5
PAGE 3 OF 3**

OPEN TOP ROLL-OFF AND COMPACTOR RATE SCHEDULE

DELIVERY CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE	59.46	59.46	89.18	89.18

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

CONTAINER RENTAL

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER MO.	59.46	71.35	83.24	95.13

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

HAULING CHARGES

SIZE CONTAINER	10 YARDS	20 YARDS	30 YARDS	40 YARDS
CHARGE PER HAUL	142.68 + DISP. CHARGES	154.57 + DISP. CHARGES	175.37 + DISP. CHARGES	190.24 + DISP. CHARGES

* CHARGES DO NOT INCLUDE FRANCHISE FEE WHICH IS 10 % OF GROSS CUSTOMER BILLING.

ADDITIONAL CHARGES

RELOCATION CHARGES	59.46
WASH OUT CHARGE	89.18
TRIP CHARGE	59.46

**CITY OF EUSTIS
COMPACTOR COMMERCIAL SOLID WASTE COLLECTION RATES**

EFFECTIVE JANUARY 1, 2002

EXHIBIT 6

PICK-UPS/WEEK > CONTAINER SIZE	1X/WK	2X/WK	3X/WK	4X/WK	5X/WK	6X/WK
2 CUBIC YARDS						
COLLECTION	55.05	101.19	147.32	193.46	239.59	285.73
DISPOSAL	156.84	313.68	470.53	627.37	784.21	941.05
FRANCHISE FEE	<u>21.19</u>	<u>41.49</u>	<u>61.79</u>	<u>82.08</u>	<u>102.38</u>	<u>122.68</u>
TOTAL	233.08	456.36	679.64	902.91	1,126.18	1,349.46
3 CUBIC YARDS						
COLLECTION	75.45	144.65	213.85	283.34	352.56	421.75
DISPOSAL	235.26	470.53	705.79	941.05	1,176.32	1,411.58
FRANCHISE FEE	<u>31.07</u>	<u>61.52</u>	<u>91.96</u>	<u>122.44</u>	<u>152.89</u>	<u>183.33</u>
TOTAL	341.78	676.70	1,011.60	1,346.83	1,681.77	2,016.66
4 CUBIC YARDS						
COLLECTION	86.03	171.77	257.79	343.53	429.55	515.29
DISPOSAL	313.68	627.37	941.05	1,254.74	1,568.42	1,882.11
FRANCHISE FEE	<u>39.97</u>	<u>79.91</u>	<u>119.88</u>	<u>159.83</u>	<u>199.80</u>	<u>239.74</u>
TOTAL	439.68	879.05	1,318.72	1,758.10	2,197.77	2,637.14
5 CUBIC YARDS						
COLLECTION	99.44	198.58	298.01	397.16	496.60	595.90
DISPOSAL	392.11	784.21	1,176.32	1,568.42	1,960.53	2,352.63
FRANCHISE FEE	<u>49.16</u>	<u>98.28</u>	<u>147.43</u>	<u>196.56</u>	<u>245.71</u>	<u>294.85</u>
TOTAL	540.71	1,081.07	1,621.76	2,162.14	2,702.84	3,243.38
6 CUBIC YARDS						
COLLECTION	112.84	225.39	338.24	450.80	563.64	676.48
DISPOSAL	470.53	941.05	1,411.58	1,882.11	2,352.63	2,823.16
FRANCHISE FEE	<u>58.34</u>	<u>116.64</u>	<u>174.98</u>	<u>233.29</u>	<u>291.63</u>	<u>349.96</u>
TOTAL	641.71	1,283.08	1,924.80	2,566.20	3,207.90	3,849.60
8 CUBIC YARDS						
COLLECTION	144.13	294.48	444.55	594.91	745.28	895.64
DISPOSAL	627.37	1,254.74	1,882.11	2,509.48	3,136.84	3,764.21
FRANCHISE FEE	<u>77.15</u>	<u>154.92</u>	<u>232.67</u>	<u>310.44</u>	<u>388.21</u>	<u>465.99</u>
TOTAL	848.65	1,704.14	2,559.33	3,414.83	4,270.33	5,125.84

* NOTE THAT RATES ARE BASED ON 4 TO 1 COMPACTION RATIO AND APPLY TO FRONT LOAD COMPACTORS ONLY.

EXHIBIT 7

CITY OF EUSTIS
DUE TO TOWN & COUNTRY
RESIDENTIAL REFUSE/RECYCLING
MONTHLY PAYMENT FORM
MONTH OF _____

Customer Accounts:

Curbside Residential Customers
Backyard Residential Customers

Total 0

Residential Remittance Due Town & Country:

Curbside Collection Charges

(\$6.73/ customer Sept. - May)

(\$8.74/ customer June - Aug.)

Active Curbside Customers 0

Total Curbside Collection Charges \$ -

Backyard Collection Charges

(\$11.48/ customer Sept. - May)

(\$13.49/ customer June - Aug.)

Active Backyard Collection Customers 0

Total Backyard Collection Charges \$ -

Residential Disposal Charges

(\$ 4.98/ residential customer)

Total Residential Customers 0

Total Residential Disposal Charges \$ -

Adjustments: Per attachment

Total Due Town & Country \$ -

Date:

Authorized:

Jim R. Myers, Jr., CMC, CGFM
Finance Director/City Clerk

Michael G. Stearman
City Manager

EXHIBIT 8

CITY OF EUSTIS
COMMERCIAL CONTAINER REFUSE
FRANCHISE FEE COLLECTION SUMMARY
MONTHLY PAYMENT FORM
MONTH OF _____

A. COMMERCIAL CUSTOMERS:

- 1. Number of Accounts _____
- 2. Total Cubic Yards Serviced _____
- 3. Total Collection Fees Collected _____
- 4. Total Disposal Fees Collected _____
- 5. Additional Fees & Charges Collected _____
- 6. Total Franchise Fees Collected(10% X A3 to A5) _____

B. RESIDENTIAL CUSTOMERS:

- 1. Number of Accounts _____
- 2. Number of Residential Living Units _____
- 3. Total Collection Fees Collected _____
- 4. Total Disposal Fees Collected _____
- 5. Additional Fees & Charges Collected _____
- 6. Total Franchise Fees Collected(7% X B3 to B5) _____

C. FRANCHISE FEE REMITTANCE:

- 1. Commercial Customers (from A6) _____
- 2. Residential Customers (from B6) _____

TOTAL FRANCHISE FEE DUE CITY OF EUSTIS _____

Date: _____

Authorized:

Chris Beck, Site Manager
Town & Country Refuse, Inc.



EXHIBIT 9

Town & Country Refuse, Inc.
A WASTE MANAGEMENT CO.
2136 Edgewood Rd.
Leesburg, FL 34748
(352) 787-4416
(352) 787-4478 Fax

**List of Current Equipment Utilized in
the City of Eustis Commercial and
Residential Collection Contract**

Date of Report: 10/23/01

Commercial Services

2000 Mack/Heil front-end loader

Residential Services

1999 Mack/Leach rear-end loader
1999 White/Heil rear-end loader
1996 Mack/Leach rear-end loader
2000 International/Hipco clamshell truck

Residential Recycling Services

2001 International/Labries Recycling Truck

Certified by: Doug McCoy-District Manager

EXHIBIT 10

TOWN & COUNTRY REFUSE, INC.
OPERATING COST STATEMENT
PERIOD FROM _____ TO _____

DESCRIPTION

Labor and Fringe Benefits	_____
Fuel	_____
Vehicle Replacement	_____
Maintenance	_____
All Other	_____
Total Cost	=====

Date: _____

Certified:

Chris Beck, Site Manager
Town & Country Refuse, Inc.



SERVICE AGREEMENT
NON HAZARDOUS WASTES

No. 0298691

**WASTE MANAGEMENT
OF CENTRAL FLORIDA, INC.
TOWN & COUNTRY REFUSE, INC.**

A WASTE MANAGEMENT COMPANY
186 NW 68 AVENUE
OCALA, FL 34482
MARION (352) 854-0288 • LAKE (352) 787-4416
FAX (352) 854-2791 • CITRUS (800) 223-4825

CUSTOMER ACCOUNT NO. _____
REASON CODE _____
EFFECTIVE DATE _____

EXHIBIT 11

ACCOUNT NAME	CITY OF EUSTIS
SERVICE ADDRESS	VARIOUS FACILITIES OWNED BY CITY
CITY, ZIP	EUSTIS, FLORIDA 32726
COUNTY	LAKE
TEL. #	352-483-5464
FAX #	
CONTACT	

BILLING NAME	CITY OF EUSTIS
BILLING ADDRESS	C/O CITY Manager P O DRAWER 68
CITY, ZIP	EUSTIS, FLORIDA 32726
COUNTY	LAKE
TEL. #	352-483-5464
FAX #	
CONTACT	

EQUIPMENT/SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route No.	Charge(s)		
	2 THRU 3 CUBIC YARD FRONT END CONTAINERS								Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
	AS MAYBE AMENDED FROM TIME TO TIME								Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
Map Code / Driver Notes:										\$	Total	Month Lift <input type="checkbox"/>
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
									Mon. ___ Tues. ___ Wed. ___ Thur. ___ Fri. ___ Sat. ___ Sun. ___	\$	Month Lift <input type="checkbox"/>	
NET CHANGE										\$		Month Lift <input type="checkbox"/>

SPECIAL INSTRUCTIONS Yearly Cost Of \$100.00 - This agreement shall run concurrent with city's agreement for Solid Waste Services. In the event of a termination of that agreement, this agreement shall terminate as well.

CUSTOMER DEPOSIT _____	RENEWABLE _____
	TERM _____
P.O. NUMBER _____	
JOB NUMBER _____	
RECEIPT REQUIRED? ___	
TAXABLE ___	BILL TO ACCT # _____
SIC ___	DISPOSAL SITE _____

SCHEDULE OF CHARGES	
Service Charge per Month	\$ _____
Casters/Locks	\$ _____
Extra Pick-up Charges Per Lift	\$ _____
Per Yard	\$ _____
Per Ton	\$ _____
Hauling per Load	\$ _____
Disposal per Load	\$ _____
Total per Load	\$ _____
Delivery Charge	\$ _____
Scheduled Charge	\$ _____
Removal Charge	\$ _____

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

CONTRACTOR

(AUTHORIZED SIGNATURE)

Dave McCoy

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

NAME (PRINT OR TYPE) _____

TERRITORY NUMBER _____

(DATE) *10/23/11*