

**FIRST AMENDMENT TO
SOLID WASTE AND RECYCLABLE
COLLECTIONS SERVICES AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") is made as of this _____ day of _____, 2024, by and between the Town of Juno Beach, Florida, a Florida municipal corporation hereinafter referred to as "Town", 340 Ocean Drive, Juno Beach, Florida 33408 and Waste Management Inc. of Florida, a Florida corporation hereinafter referred to as "Contractor", with its principal place of business at 1800 N. Military Trail, Suite 201, Boca Raton, FL 33431.

WHEREAS, the Town and Contractor entered into a Solid Waste and Recyclable Collection Services Agreement the term of which began on October 1, 2022 ("Agreement"); and

WHEREAS, the Town and Contractor have agreed to amend the Agreement to formally commence automated collection service for refuse as of October 1, 2024.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants contained in the Agreement, the parties agree as follows:

1. The foregoing recitals are ratified as true and are incorporated herein by reference.
2. **In Section 5, DEFINITION OF TERMS, Section 5.17 Garbage Receptacle is hereby deleted and replaced with the following:**

Section 5.17. Garbage Receptacle: Shall mean a Garbage container provided by the Contractor that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately sixty-five (65) gallons, with a lift bar, and used for the Automated Collection Service of Garbage and Trash. Garbage Receptacles purchased by the Contractor pursuant to this Agreement shall remain the property of the Contractor when this Agreement expires or terminates.

3. Section 7.4 Receptacles of the Agreement is hereby deleted and replaced with the following:

Section 7.4 Receptacles. The Contractor shall be required to pick up all Garbage, Trash, and Bulk Trash generated from residential units which have been properly prepared and stored for collection as follows: The Contractor shall purchase, assemble, and deliver one new Garbage Receptacle to each residential customer at least one (1) week prior to the commencement of Automated Collection Service. In addition, during the term of this Agreement, the Contractor shall purchase, assemble, and deliver: (a) a new or refurbished Garbage Receptacle to each customer in the service area whose Garbage Receptacle was stolen, or damaged or worn beyond repair; and (b) a new Garbage Receptacle for each customer that wishes to purchase an additional one. A "refurbished" Receptacle means a Receptacle that was cleaned and repaired to "like new" condition.

The Contractor may charge a fee for providing replacement Garbage Receptacles only if a customer already has received a free replacement Garbage Receptacle and then that customer requests additional Garbage Receptacles, all while living in the same residence. In such circumstances, the customer shall purchase the new Garbage Receptacle. The fee for a new Garbage Receptacle shall not exceed Seventy-Five Dollars (\$75) per Receptacle and the fee for delivering Receptacles shall not exceed Twenty-Five Dollars (\$25) per delivery.

All Garbage and Trash shall be placed in a Garbage Receptacle and shall be placed by residential customers at curbside (within 6 feet of roadway) or at such other single collection point as may be agreed upon by the Contractor and the customer. Bulk Trash piled at curbside shall be collected providing that it does not exceed six (6) feet in length or fifty (50) pounds in weight for any piece or segment of such materials. Bulk Trash that exceeds the above will be tagged by the collection crew for the clamshell service pickup within 72 hours.

Containerized Multiple Dwelling Units (dwellings containing four (4) or more units under a single roof) serviced by Mechanical Containers shall containerize all Garbage and Trash. Bulk Trash shall be collected at a designated site agreed to by the Contractor and the customer and approved by the Town. Containerized Services shall include the rolling out and locking and unlocking of containers, opening and closing doors and gates, exchanging containers, changing container location,

supplying locks and locking mechanisms for containers, and other services required for proper maintenance of containers.

4. Section 7.5 Method of Collection of Residential Refuse is hereby deleted and replaced with the following:

7.5 Method of Collection of Residential Refuse. The Contractor shall make collections with a minimum of noise and disturbances to the customer. Any refuse spilled by the Contractor shall be picked up immediately by the Contractor. Garbage Receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and then left at the proper point of collection.

5. Section 8.3 Commercial Receptacles is hereby deleted and replaced with the following:

8.3 Commercial Receptacles: Commercial establishments shall generally use Mechanical Containers. The Contractor may provide Garbage Receptacles to its Commercial Customers if Contractor chooses to do so. The Contractor shall be responsible for purchasing, assembling, and delivering the Garbage Receptacles to such Customers. Mechanical Containers must be properly maintained and kept clean and sanitary at all times.

6. Section 27 SUBCONTRACTORS, ASSIGNMENT AND CHANGE OF CONTROL is hereby deleted and replaced with the following:

The Contractor currently uses a subcontractor for special valet type collection services. A list of subcontractors will be provided to the Town. The Contractor shall make no assignment of its rights or obligations under the Contract without first obtaining the written consent of the Town, which may be granted or withheld in its sole discretion.

7. All other provisions of the Agreement, to the extent not modified herein, remain in full force and effect.

8. This above changes Sections 5.17, 7.4, 7.5, 8.3, and 27 shall be effective as of October 1, 2024

IN WITNESS HEREOF, the Town and Contractor have set their hands and seals on the day and year first above written to this First Amendment.

[Remainder of page blank – signatures on next page]

TOWN OF JUNO BEACH

WASTE MANAGEMENT INC. OF FLORIDA

Peggy Wheeler, Mayor

President

ATTEST:

ATTEST:

Caitlin Copeland-Rodriguez
Town Clerk

By: _____
Print Name:

Approved as to form and
legal sufficiency:

Town Attorney