

STATE OF GEORGIA  
TOWN OF TYRONE

Contract

This contract, made and entered into this day 5 day of Nov, 2020, by and between the **Town of Tyrone**, a political subdivision of the State of Georgia, party of the first part (hereinafter referred to as "Town"), and **AMWaste LLC**, party of the second part (hereinafter referred to as "Company").

WITNESSETH:

That the parties hereto, for and in consideration of the covenants and agreements hereinafter set forth, mutually agree as follows, to wit:

1. Definitions:

- 1.1 APPROVED CONTAINERS – 80 gallon (minimum) carts for trash and recycling purposes via One-Bin Service.
- 1.2 BULK WASTE – Stoves, refrigerators, water heaters, automobile parts, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for approved containers.
- 1.3 CONSTRUCTION/DEMOLITION DEBRIS – Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.
- 1.4 DEAD ANIMALS – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have died from any cause, except those slaughtered or killed for human use.

- 1.5 GARBAGE – Any food waste including waste accumulations of animal or vegetable matter used or intended to use as food, or that attends the preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit, or vegetables.
- 1.6 HAZARDOUS WASTE – Any solid waste which has been defined as a hazardous waste in regulations promulgated by the Georgia Department of Natural Resources, Chapter 391-3-11.
- 1.7 MUNICIPAL SOLID WASTE – Any solid waste derived from households, including garbage, trash, and sanitary waste. This term includes yard waste.
- 1.8 ONE-BIN SERVICE — A collection system that comingles Municipal Solid Waste with recyclables allowing collections using the same cart.
- 1.9 PRODUCER – An occupant of a Residential Unit within the Service Area who generates municipal solid waste.
- 1.10 RECYCLING – Any process by which materials which would otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.11 RESIDENTIAL UNIT – A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto.
- 1.12 SERVICE AREA – All residential units within the Town of Tyrone.
- 1.13 SOLID WASTE – Any garbage or refuse or other discarded material including solid, liquid, semisolid, or contained gaseous materials but does not include recovered materials; industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the Federal Atomic Energy Act of 1954 as amended.

- 1.14 YARD WASTE – Grass clippings, tree trimmings, cuttings, dead plants, weeds, leaves, and tree branches and limbs which are no more than four (4) feet in length and three (3) inches in diameter.

2. Term:

The initial term of this Contract shall begin on **January 1, 2021** ("Commencement Date") and continue through **December 31, 2023**, provided however, that the term of this Contract may be extended by the Town for an additional term of three (3) years. In order to exercise this option, the Town must notify the Company in writing of its desire to extend the Contract at least one hundred twenty (120) days prior to the expiration of the Agreement period. The Company must respond in writing of its agreement to the extension or its decision to terminate at least ninety (90) days prior to the expiration of the contract period.

3. Service:

The Town of Tyrone requires residential curbside solid waste collection services for homes contained within its town limits. The equipment to be used, materials to be collected, service frequencies, and all other requirements are listed below.

- 3.1 Residential Curbside Garbage Collection: The Company will be required to provide a cart of not less than ninety six (96) gallons for each occupied home to be serviced on a weekly basis via One-Bin Service.

- 3.2 Cart Contents: Only bagged Municipal Solid Waste as is defined by the Georgia Comprehensive Solid Waste Management Act of 1990 and recyclables may be placed in the container for collection.

3.2.1 Cart Placement: Containers must be placed at the curb no later than 7:00 AM on the morning of collection and should be placed as close to the curb as is safely possible without interfering with the flow of traffic.

3.2.2 Cart Overflow: The Company is required to remove additional bags or boxes adjacent to the cart or bin. Maximum number of bags or boxes shall be set by the Company as part of the approved pricing but shall not be unlimited.

3.2.3 Bulk/Yard Waste: The Company shall collect and dispose of bulk waste such as items of furniture and appliances, including, but not limited to, stoves, couches, refrigerators, water heaters, and mattresses and shall be collected according to the same collection schedule as other solid waste on a once a month basis. Company shall also collect bimonthly "bagged" yard trimmings including grass clippings but this shall exclude limbs generated by commercial gardeners, tree companies, and the like. Limbs are to be fully secured in bundles and not exceed fifty (50) pounds in total weight.

3.3 Curbside Recycling: The Company shall provide a curbside recycling program for residential customers with allowable commodities being picked up in containers

via One-Bin Service, which allows curbside collection of recyclable materials from each residential unit once per week in conjunction with the collection of household waste. It shall be single stream and include, at a minimum, newsprint, aluminum, plastic, tin, and cardboard.

- 3.4 Disposal Requirements: All waste collected from the town shall be delivered to a solid waste facility that has been permitted in accordance with applicable laws, rules, and state regulations for the disposal of solid waste.
- 3.5 Collection Vehicles: Company is to furnish the necessary vehicles for the collection of solid waste. The vehicles must not leak and must be provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles are to be kept covered or closed at all times except when being loaded or unloaded.
- 3.6 Customer Service Standards: All complaints received by the Company or the Town of Tyrone before 1:00 PM shall be resolved by 6:00 PM on the day the complaint was received. All complaints received after 1:00 PM shall be resolved by noon the next day. The Company shall maintain a daily log of all complaints received and time that complaint was resolved. The Company shall provide a monthly report to the Town, which will include copies of the daily reports for the prior month.

3.7 Customer Service Center: The Company will operate and maintain a Customer Service Center with the following minimum standards:

3.7.1 Open between the hours of 8:00 AM and 5:00 PM, Monday through Thursday, during such time calls must be answered by a Customer Service Representative.

3.7.2 During all other times, calls to the Customer Service Center will be received by an answering service or machine.

3.7.3 The Company should implement procedures approved by the Town of Tyrone whereby complaints can be received via fax, e-mail and website.

3.8 Routing and Software Requirements: The Company shall utilize routing software to create a routed service strategy that limits truck traffic through the community while maximizing productivity to minimize fuel consumption and the Town of Tyrone's carbon footprint. Prior to service implementation, the Company must submit service route maps that are color-coded by zone for final route approval. Route maps shall be delivered in an electronic format that enables the Town of Tyrone to display on its website.

3.9 Collection Routes: The Company shall further establish routes for the collection of solid waste. The Company's collection schedule and collection routes shall be filed with the Town of Tyrone.

3.10 Collection Route Schedule: The Company shall establish with the Town of Tyrone a schedule addressing the day of the week each collection shall be executed. This schedule will not vary, or change without the written permission of the Town of Tyrone, except in situations as allowed in other passages of these specifications (for example, holiday schedule, etc.).

No collection shall be made before 7:00 AM or after 7:00 PM, except by express authorization of the Town of Tyrone. No collections shall be made from any types of premises on Sundays. Saturdays will only be allowed for missed pick-ups and holiday weeks as described above.

3.11 Personnel: All personnel associated with the delivery of service shall be hired, trained, and receive on-going safety training through an organized human resource management process that includes, but is not limited to, background checks, driving record reviews, and a committed drug-free workplace program.

The Sanitation Services Company shall ensure the following, regarding personnel:

- Must be in a company uniform (shirt, at least), to be defined by the Company in the bid submittal, and must be recognizable as representative

of the Company's company. The uniform must be maintained, clean, and in good repair.

- Personnel must maintain a clean appearance.
- The Company must maintain a courteous demeanor when dealing with the residents and businesses of the Town of Tyrone.
- At no time will the Company or its personnel search through the garbage that is collected in the Town of Tyrone.

3.13 Cleanliness: In the collection of solid waste, the Company and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. The Company will not be allowed to transfer solid waste from truck to truck in residential areas except where small pick-up trucks utilized in certain areas of the Town of Tyrone and need to dispose their loads into a larger vehicle. In addition, the Company will not be allowed to store containers of any kind in common areas or in the Town of Tyrone right-of-way. If an unsightly or unsanitary condition results from an action of the Company, the Company shall respond within four (4) hours of receipt to the satisfaction of the Town of Tyrone.

3.14 Town Owned Facilities: The Company will be required to provide solid waste collection services to all Town of Tyrone owned facilities and designated special

events at no additional cost to the Town. Said trash containers will be emptied once per week, or as requested by the Town of Tyrone. Additional locations may be added as needed by the Town.

- 3.15 Communications and Reporting: Company shall provide the Town a monthly report showing service requests, complaints, and resolution timetables for each customer complaint.
- 3.16 Volume Report: Prior to the fifteenth of the following month, the Company shall complete the trash and recycling monthly volume report. In addition, the Company shall make recommendations as to how they can increase the tonnage of recyclable material.
- 3.17 Publicity: The Solid Waste Collection Company shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the Town as to the change-over of collection service prior to the initiation of said service. This publicity shall include, but not be limited to, advertisement in a local newspaper of general circulation; at least one mailing to each residential dwelling unit within the corporate limits of the Town indicating the date of change-over, the day of collection for the three types of collections, what items are collected and how they are to be stored, and the telephone number, fax number, e-mail address and web site of the Company's

office where questions or complaints can be handled. Such publicity shall be approved by the Town Manager of the Town prior to distribution publication. The Company must distribute annually to the customers information promoting recycling and source reduction. This publication must be approved by the Town.

- 3.18 **Billing & Payments:** The Company will be responsible for billing each resident at the submitted monthly rate of **\$18.17** for sanitation and recycling via One-Bin Service, with additional charges for any additional carts provided to Residential Units upon request. The Company will provide quarterly payments to the Town for the **3%** Franchise Fee collected on each residential sanitation customer within the Town. These payments are due to the Town within fifteen (15) days from the end of each billing due date and be based on gross revenues of the previous three (3) month period.

The Company shall also provide all Town sanitation customers with an online payment option at no charge to the Town, provided that the Company reserves the right to charge a fee for paper billing to Residential Units that fail to elect a paperless billing (i.e., emailed invoice) option, as well as a payment transaction fee to account for credit card or similar fees charged to the Company for payments received from Residential Units.

3.19 Dispute Resolution: Any dispute between Owner and Company, if possible, should be resolved between the two parties without resorting to litigation. In the event that the two parties cannot resolve the conflict, all dispute resolution actions must be pursued within the boundaries of the Town of Tyrone where possible.

3.20 Rate Adjustments: Rates shall be submitted for consideration to the Town of Tyrone by October 1<sup>st</sup> of each year and reviewed against the rate of inflation as reported by the Department of Labor's Consumer Pricing Index for All Urban Consumers - U.S. City Average - Garbage and Trash Collection.

3.20.1 *Adjustable Fuel Surcharges*: The base rate for fuel will be based on the average, on highway, price of diesel over the most recent 12 month period as reported by the U.S. Energy Information Administration for the Lower Atlantic Region. In the event that the average cost of fuel increases over 10% a fuel surcharge may be added. Once the rate drops below the 10% threshold the surcharge will be removed. Calculations and adjustments shall occur quarterly.

3.20.2 *Unforeseen Increases*: In the event that the Company's operational costs are increased due to changes in governmental regulations or disposal fees, the Company may submit a request for an increase including a cost analysis that demonstrates a proof of need.

4. Newly Developed, Annexed Areas, New Service:

Each new residential dwelling unit shall be picked up by the Company as soon as it becomes occupied and requests service from the Company.

5. Point of Contact:

All dealings and contacts between the Company and the Town shall be directed by the Company to the Town Manager or his/her designee. The Town shall direct all dealings with the Company to TODD CASSELMAN, or his/her designee.

6. Hours and Days of Operation:

Collection of municipal solid waste shall not begin prior to 7:00 a.m. nor continue past 7:00 p.m.

Company shall notify residents of schedule of collections by placing an ad in the local newspapers one (1) month prior to any schedule change, clearly depicting the day of pickup for each area of Town.

When it becomes necessary to alter the normal collection schedule due to holidays, inclement weather or landfill schedule, the Company shall, first notify the Town as soon as possible of the change or delay in delivery and provide necessary backup equipment and personnel to assure once weekly pickup to all residents. Pickups regularly scheduled on Thursday, however, may be postponed due to holidays that may occur on a normally scheduled pickup day.

7. Extraordinary Materials:

Hazardous waste, body waste, abandoned vehicles, vehicle parts, construction debris, and dead animals will not be collected by the Company under the terms of this Contract.

8. Rates/Billing

As per the terms of this contract, specifically 3.18 "Billing and Payments," the Town shall not be required to pay the Company for provided services as the Company shall handle all billing

and payment collection for Town customers. The Company shall provide quarterly Franchise Fee payments to the Town.

9. Indemnity:

The Company shall conduct operations under this Contract in compliance with all applicable laws; provided, however that these specifications shall govern the obligations of the Company where there exists a conflicting ordinance of the Town on the subject.

The Company shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

The company agrees to indemnify and hold harmless the Town from all liability, loss, cost, and expense, including reasonable attorney's fees, which may be sustained by the Town or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Company's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Company's officers, agents, or employees. The Company agrees to defend against any of the claims or actions mentioned above which are brought against the Town or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

To the extent permitted by law, the Town agrees to indemnify and hold harmless the Company from all liability, loss, cost and expense, including reasonable attorney's fees, which may be sustained by the Company or its officers, agents, or employees, to the extent such liability, loss, cost, and expenses are caused by the Town's negligence, recklessness or willful misconduct in the performance of this Contract, or the negligence, recklessness, or willful misconduct of any of the Town's officers, agents, or employees. To the extent permitted by law, the Town agrees to defend against any of the claims or actions mentioned above which are brought against the Company or its officers, agents, and employees in connection with the subject of the indemnities contained herein.

10. Disposal:

The Company shall dispose of all solid waste collected by the Company at a landfill permitted by the state in which the landfill is located to accept such solid waste. The Company shall pay all landfill fees directly to the appropriate landfill operator.

11. Insurance:

For the above purpose of this Contract, the Company shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Minimum Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
(except automobile)	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
(except automobile)	\$2,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

The above coverage may be provided by the Company's parent corporation and the Town shall be named as co-insured on the General Liability of Automobile/Equipment policies.

12. Recycling Services:

The Company shall provide a curbside recycling program via One-Bin Service for residential customers. The commodities that the Company shall collect for recycling are newsprint, aluminum, cardboard, and plastics; however, the Company may propose variations

from this list based on their analysis of the cost/benefit of recycling each commodity for approval by the Town. One-Bin Service allows the Company to collect recyclable material mixed with garbage, trash and rubbish in one Company-provided cart. The Company shall therefore provide curbside collection of recyclable material via One-Bin Service from each Residential Unit once per week in conjunction with the collection of household waste.

13. Location of Collections:

The Residential Units will be required to place municipal solid waste at a location that is readily accessible to the Company and its equipment, and not to exceed five (5) feet from the curb or edge of traveled portion of road.

14. Service Inquiries:

All inquiries and complaints will be made directly to the Company within normal business hours of 8:00 a.m. through 5:00 p.m. and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste no later than the next working day. The Company shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request and the disposition of same. Such records shall be transmitted to the Town on a monthly basis.

15. Force Majeure:

It is mutually understood and agreed that the Company shall be relieved of its obligation under this Contract during any period or periods of time when strikes, acts of God, war or public enemy, catastrophe, governmental order or regulation making performance impossible, or any other act beyond the control of the Company render impossible its performance under this

Contract, and during such period or periods of time a deduction in the monthly charges for collection and removal of refuse at the prevailing rates shall be made; provided, however, that the Company must make a reasonable bona fide effort to settle strikes or other labor disputes, and will make reasonable efforts to resume service in the event the act of God or other catastrophe terminates or reduces.

16. Permits, Licenses, and Taxes:

The Company shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the Town and/or State of Georgia.

The Town recognizes that as a franchisee, the Company must use streets and alleys of the Town. In order to assist in the maintenance of those streets and alleys, the Company shall be required to pay the Town a quarterly Franchise Fee of three (3 %) percent of the gross revenues received as a result of this Contract. Gross revenues are defined as the payments made to the Company for residential, bulk, and recyclable collections; and the gross billings of the Company for commercial service. Fees shall be paid to the Town by the fifteenth day of the month following the end of a quarter and shall be based on gross revenues for the previous three (3) month period.

17. Termination:

If the Company shall default in the performance of any of the terms or conditions of this Contract, they shall have ten (10) days after delivery of written notice of such default within which time to cure such default. Failure to cure default within such period of time, the Town shall have the right without further notice to terminate this Contract.

18. Town Service:

Service to facilities owned and/or operated by the Town shall be provided at no cost to the Town.

Service shall be at a frequency and container size specified by the Town. Facilities for which weekly services shall be provided at no cost includes, but are not limited to, Town Parks, Town Hall, Police Department, Recreation Center, Library, and any other facilities later indicated or acquired by the Town during the term of this Contract. Service to Redwine Park and Shamrock Park shall include furnishing to each park one eight (8) yard dumpster. Company shall provide recycling carts and weekly service to Shamrock Park, Redwine Park, and Handley Park. In addition to the regular services, the Company shall include furnishing three (3) twelve (12) yard dumpsters at locations specified by the Town for Founders Day weekend. These are to be delivered the Wednesday prior to Founders Day weekend and picked up the Wednesday following the Founders Day weekend.

19. Performance Bond:

The Company shall furnish the Town with a performance bond with a corporate surety, or cash, in the amount of \$100,000. It shall be executed by a surety company licensed to do business in the State of Georgia.

The bond shall be conditioned upon the faithful performance of each and every term, conditioned and provision of this Contract and shall be approved by the Town Attorney. The Company shall pay all premiums chargeable for the bond and will keep the same in full force and effect during the term of this Contract. The bond shall contain a provision that is shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given to the Town.

20. 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 in writing and signed by the parties hereto.

21. Compliance With Laws:

The Company shall conduct operations under this Contract in compliance with all applicable laws.


22. Law to Govern:

IN WITNESS THEREOF, the parties hereto have executed this Contract in three (3) counterparts, each of which shall be deemed an original contract, as of the day and year first herein before written.\*

(SEAL)

Town of Tyrone

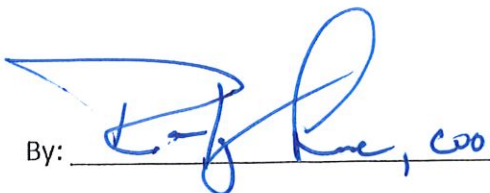
Attest:

  
\_\_\_\_\_

Town Clerk

By:   
\_\_\_\_\_

AmWaste LLC

By:   
\_\_\_\_\_

\*In the event that the Company is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the Board of Directors of the corporation authorizing the officer who signs the Contract, and Performance Bond to do so on its behalf.