STATE OF GEORGIA
TOWN OF TYRONE

Contract

This contract, made and entered into this _____ day of _____, _____, 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**, 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 CARTS - ninety-six (96) gallon (minimum) carts for trash and recycling purposes.

1.2 BULK WASTE - Large household items generated through normal residential occupancy that cannot reasonably be placed within an approved cart, including furniture, mattresses, box springs, appliances, water heaters, refrigerators, washers, dryers, sofas, tables, chairs, and similar household items.

1.3 COMMERCIAL WASTE - Solid waste generated by commercial, industrial, institutional, governmental, or multi-family operations not eligible for residential collection under this Agreement.

1.4 CONSTRUCTION/DEMOLITION DEBRIS - Waste building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings and other structures.

1.5 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.

1.6 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.

1.7 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.

1.8 MISSED COLLECTIONS - Failure to collect properly prepared refuse, recycling, bulk waste, or yard waste that was placed at the designated collection point before the published collection time.

Missed collections shall not include materials that:

- exceed allowable quantities;
- contain prohibited materials;
- were placed out after collection occurred;

- were improperly prepared.

1.9 MUNICIPAL SOLID WASTE- Any solid waste derived from households, including garbage, trash, and sanitary waste. This term includes yard waste.

1.10 PRODUCER - An occupant of a Residential Unit within the Service Area who generates municipal solid waste.

1.11 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.

1.12 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.

1.13 SERVICE AREA - All residential units within the Town of Tyrone.

1.14 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.

1.15 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, 2027** ("Commencement Date") and continue through **December 31, 2029**, 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. The Contractor shall return carts upright and, whenever practical, place them so they do not obstruct sidewalks, driveways, mailboxes, drainage structures, or roadways.

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 up to three (3) additional bags or boxes adjacent to the cart or bin up to six (6) times per year. Customers with more frequent overflow will be required to pay for an additional cart.

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:

3.3.1 Standard One-Bin Service. The Company shall provide all residential customers with weekly curbside solid waste collection and recycling service utilizing a single approved ninety-six (96) gallon cart, at the base monthly residential rate established in Section 3.19. The Company shall utilize an approved collection and processing methodology through which accepted recyclable materials are recovered and processed at a properly permitted recycling processing facility.

3.3.2 Optional Separate-Cart Recycling Service. In addition to the Standard One-Bin Service, the Company shall make available to any residential customer, upon request, a separate ninety-six (96) gallon recycling cart for the collection of recyclable materials. The Company shall collect materials placed in the separate recycling cart once per week, on the customer's regularly scheduled collection day, at the additional monthly rate specified in Section 3.19.

3.3.3 Customer Election. The optional separate-cart recycling service shall be voluntary. No residential customer shall be required to subscribe to the optional service or pay the additional recycling-cart fee as a condition of receiving the Standard One-Bin Service. Customers may enroll in or discontinue the optional service by contacting the Company. The Company shall establish reasonable administrative procedures for cart delivery, removal, and billing adjustments, subject to approval by the Town Manager.

3.3.4 Accepted Recyclable Materials. Recycling services shall include, at a minimum, mixed paper, newsprint, cardboard, aluminum and steel cans, and accepted plastics. The Company shall provide residents with clear written instructions identifying acceptable materials and preparation requirements for each collection method.

3.3.5 Recycling Processing and Reporting. The Company shall deliver recyclable materials collected through either service methodology to properly permitted processing facilities. The Company shall maintain records sufficient to document recycling processing and material recovery and shall provide recycling tonnage and other required recycling information to the Town in accordance with the reporting provisions of this Contract. To the extent practicable, reporting shall

distinguish between materials recovered through the Standard One-Bin Service and materials collected through the Optional Separate-Cart Recycling Service.

3.3.6 Continuity of Service. The Company shall not discontinue either approved recycling service methodology, materially reduce its scope, or impose additional charges not authorized by this Contract without the prior written approval of the Town.

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 Missed Collections: The Contractor shall respond to missed collection reports as follows:

- Reports received before **1:00 p.m.** shall be serviced the same day.
- Reports received after **1:00 p.m.** shall be serviced no later than **12:00 noon of the following business day.**

Repeated missed collections may constitute a performance deficiency under this Agreement.

3.12 Holiday Schedule: The Contractor shall provide the Town with its annual holiday schedule no later than October 1 of each year.

3.13 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.

3.14 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) business hours of receipt to the satisfaction of the Town of Tyrone.

3.15 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.

3.16 Communications and Reporting: Company shall provide the Town a monthly report

showing service requests, complaints, and resolution timetables for each customer complaint.

3.17 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.

3.18 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.

3.19 Billing & Payments:

The Company shall be responsible for directly billing residential customers for sanitation and recycling services as follows:

3.19.1 Standard One-Bin Service: Twenty Dollars and Eighteen Cents ($20.18) per residential customer per month. This rate shall include all required standard residential services under this Contract, including weekly household solid waste collection, weekly recycling service utilizing the approved one-bin methodology, monthly bulk waste collection, twice-monthly yard waste collection, and other services expressly included in the base residential rate.

3.19.2 Optional Separate-Cart Recycling Service: An additional Nine Dollars and Five Cents ($9.05) per residential customer per month for one (1) separate ninety-six (96) gallon recycling cart and weekly curbside collection of recyclable materials.

3.19.3 Customer Choice: The optional separate-cart recycling charge shall apply only to residential customers who affirmatively elect the service. Customers who do not elect the optional service shall continue to receive all services included in the Standard One-Bin Service at the approved base monthly rate.

3.19.4 Billing Administration: The Company shall separately identify the optional recycling service charge on customer invoices. Charges for optional service shall begin only after the additional recycling cart has been delivered and service is available. Upon discontinuation, billing for the optional service shall cease effective with the termination of that service, subject to reasonable billing procedures approved by the Town.

3.19.5 Franchise Fee: All revenues collected by the Company for the Standard One-Bin Service, Optional Separate-Cart Recycling Service, and other chargeable services under this Contract shall be included in gross revenues for purposes of calculating the three percent (3%) franchise fee payable to the Town.

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.

All rates shall remain subject to the rate adjustment provisions of Sections 3.21 and 3.22. No additional residential service fees shall be imposed except as expressly authorized by this Contract or an approved written amendment.

3.20 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.

3.21 Rate Adjustments: Beginning on the first anniversary of the Commencement Date, the Contractor may request one annual rate adjustment.

Any requested adjustment shall:

- Be submitted no later than ninety (90) days before the proposed effective date;
- Include complete supporting documentation;
- Identify the basis for the request;
- Demonstrate changes in operating costs.

Approval of any adjustment shall be at the sole discretion of the Town Council. Nothing herein shall obligate the Town to approve any requested increase.

3.22 Extraordinary Cost Adjustments: The Contractor may request an extraordinary rate adjustment only when significant unforeseen circumstances materially affect the cost of providing service, including:

- Changes in federal or state law;
- Government-imposed disposal fees;
- New regulatory requirements;
- Mandatory environmental compliance costs.

Market fluctuations, fuel costs, labor shortages, inflation, or equipment replacement shall not, by themselves, constitute extraordinary circumstances.

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 Cyron Ellis, 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, 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, cos, 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:

Coverages	**Minimum Limits of Liability**
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. 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.

13. 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 cc;1se 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.

14. 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.

15. 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.

Each quarterly payment shall include the following written documentation:

- Gross revenue;
- Number of active customers;
- Number of new customers;
- Number of terminated customers;
- Franchise fee calculation;
- Any adjustments made since the previous report.

16. 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.

17. 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.

18. 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.

19. 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.

20. Compliance With Laws:

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

21. Law to Govern:

The terms of this Agreement shall be construed according to the laws of the State of Georgia.

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:

_____ By: _____
Town Clerk

[Company]

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.