



Town of Loxahatchee Groves

Town Council Meeting

Tuesday, August 20, 2013 at 7:00 p.m.

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)
Vice Mayor Ronald D. Jarriel (Seat 1)
Councilman Tom Goltzené (Seat 5)
Councilman Ryan Liang (Seat 3)
Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney
Town Clerk Susan A. Eichhorn
Town Attorney Michael D. Cirullo, Jr.

PUBLIC NOTICE/AGENDA

Tentative
Subject to Revision

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

2. CONSENT AGENDA

- a. Minutes for Approval: Revised Minutes of July 16, 2013

Town Council Agenda
08/20/2013

3. PUBLIC COMMENT

4. PRESENTATIONS - *None*

5. COMMITTEE REPORTS - *None*

6. PUBLIC HEARINGS (Ordinances 2nd Reading) –

7. ORDINANCES (1st Reading) - *None*

a. Public Hearing:

8. RESOLUTIONS

9. ADMINISTRATIVE UPDATE – *Town Manager Kutney*

10. OLD BUSINESS

- a. Town Council Discussion and Direction to Staff Regarding Use of Golf Carts and Dune Buggies on Town Roads
- b. Transmission (email) from Tim Hart Woods

11. NEW BUSINESS

- a. Clarification of Valley Crest Development Matter
- b. Solid Waste Collection Agreement

12. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

13. ADJOURNMENT

The next Town Council Meeting is scheduled for Tuesday, September 3, 2013 at 7:00 p.m.
A Special Town Council Meeting is scheduled for Tuesday, September 10, 2013 at **5:05 p.m.**-
Public Hearing for the Solid Waste Assessment

Comment Cards: Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



2. CONSENT AGENDA

a. Minutes for Approval



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Councilman Tom Goltzené (Seat 5)
Councilman Ryan Liang (Seat 3)
Councilman Jim Rockett (Seat 2)

Town Manager Mark Kutney
Town Clerk Susan A. Eichhorn
Town Attorney Michael D. Cirullo, Jr.

MINUTES

1. OPENING

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 7:00 p.m. Present were Mayor David Browning, Vice Mayor Ronald D. Jarriel, and Councilmen Tom Goltzené, Ryan Liang, and Jim Rockett. Also present were Bill Underwood, Managing Partner Underwood Management Services Group (UMSG), Town Manager Mark Kutney, Town Clerk Susan Eichhorn, Town Attorney Michael D. Cirullo, Jr., and Town Planning Consultant Jim Fleischmann.

b. Pledge of Allegiance & Invocation – Mayor Browning

c. Approval of Agenda

Vice Mayor Jarriel requested an addition to the Agenda, under Old Business, Item a.: Compton Road Repair.

Motion: Councilman Rockett made a motion to approve the Agenda, as amended. The motion was seconded by Councilman Liang. The motion passed 5/0.

2. CONSENT AGENDA

- a. Minutes for Approval: Revised June 18, 2013; July 2, 2013 Budget Workshop; July 2, 2013 Regular Town Council Meeting

Motion: Councilman Rockett made a motion to approve the Consent Agenda. The motion was seconded by Vice Mayor Jarriel. The motion passed 5/0.

3. PUBLIC COMMENT

~~Penny Riccio on behalf of Sirdar Trucking, Inc., addressed the Town Council regarding the terms of the contract for mowing and vegetation with Sirdar Trucking, Inc.~~

Copies of a document provided by Penny Riccio weredistributed to the Town Council, the Town Manager and Town Attorney.

Ms. Riccio addressed the Town Council as follows:

Mayor Browning and distinguished board members, thank you for allowing me to speak this evening. Sirdar Trucking and Tractor Company is a woman owned, minority owned small business enterprise designated business. It most assuredly is the pleasure of the company and Mr. and Mrs. Sirdar to serve in the capacity of mower and vegetative removal service for the Town of Loxahatchee Groves. Before you we have provided a progress report in which we have established a very methodical, efficient, and effective way of providing the Town of Loxahatchee Groves with top quality service. In our capacity as experts, we are asking at the pleasure of the Town Council to establish a cyclical mowing schedule of mowing sixty miles of

Town roads. You designated thirty miles, but when we mow, we mow up one side and down the other, thereby making it sixty miles of Town roads, every forty-five days, with a list of roadways provided to us so kindly by your Town Manager, Mark Kutney. The reason for the request is two fold: One, the current state of Town roads was found, upon close inspection, to be overgrown and in rather disarray with various forms of vegetation, including, but not limited to leaves, vines, trees, and shrubs. In order to maintain the standards to which we have landscaped your roads, we would need to have constant and consistent access to your roads on a forty five day revolving basis, repeating the mowing of the same main roads, as provided by your Town Manager, who we thank very much for his consideration and respect, every forty five days. To go outside of that pattern would lead to the same problems that you have currently in place. Second, the vegetation has grown on the canal base, along the Town roadway easements, to the canal base, thereby blocking maintenance of Town canals, which directly affects the concerns that FEMA has about the Town of Loxahatchee Groves, as well as the Town Council. FEMA has designated several western communities, including the Town of Loxahatchee Groves, as a flood zone. We would like to partner with the Town to help you address the problem of accessing your canals in order for you to get control of the flooding, and resolve the situation to everyone's satisfaction. Lastly, our services have been well received overwhelmingly from your residents and your community, and we do thank them so much. They come out of their homes to greet us and to thank us so much for the service, and the first question they ask is did the Town send you, and we tell them yes, we have a contract with the Town, and they are just very, very, pleased. As we all know, good customer care is the heart and soul of all businesses. If you have any questions, I would be happy to answer them. Again, thank you so much for choosing us.

End of Transcript

Town Manager Kutney replied that he was very sad that this has come up because he believed that Sirdar Trucking, Inc. has done a great job on the Notice to Proceed, however it seemed from Ms. Riccio's comments that an open purchase order is being requested. He referred to contract items 2.3 and 2.4 wherein the terms of the contract were stated, and advised that they would need to live within the confines of the contract, and that he did not appreciate the vendor coming in and trying to change those terms. He stated that he would speak with Ms. Riccio and the vendor.

Mayor Browning read a public comment into the record:

Linda Cowart, 4156 161st Terrace North: Commented regarding appreciation for the trimming job done by Sirdar Trucking, Inc. Also commented regarding a danger existing at the 90 degree turn on the south west beginning of 161st Terrace North, and recommended a blind drive mirror is installed, or the property owner remove vegetation.

4. PRESENTATIONS - *None*

5. COMMITTEE REPORTS - *None*

6. PUBLIC HEARINGS (Ordinances 2nd Reading)

7. ORDINANCES (1st Reading) -

a. Public Hearing:

ORDINANCE NO. 2013-04

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, UPDATING THE FIVE-YEAR SCHEDULE OF IMPROVEMENTS FOR THE CAPITAL IMPROVEMENTS ELEMENT OF THE TOWN OF LOXAHATCHEE GROVES COMPREHENSIVE PLAN PURSUANT TO STATE STATUTE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo read Ordinance No. 2013-04 by title as printed above.

Town Planning Consultant Jim Fleischmann reported that Ordinance No. 2013-04 is an update to the capital improvements in the capital improvements element (CIE) of the Comprehensive Plan. The schedule of improvements was being updated first, and the updates to the text would be brought next month. He referred to the staff report which indicated that the Town would come into compliance with F.S. Section 336.25(b)3, which required the CIE of the Town's Comprehensive Plan to identify projects to be funded with 5 cent gas tax revenues. The Comprehensive Plan requires that an update be done once a year. Thus two requirements were being met with this Ordinance. We do have the ability to make changes in the 5 year schedule in-between first and second reading, and staff intends to include several projects approved by the

Loxahatchee Groves Water Control District (LGWCD) at their last meeting, and incorporate them into the second reading of the ordinance.

Discussion took place, and it was the **consensus of the Town Council to address Ordinance No. 2013-04 after Item 8.a., which related to budget decisions that needed to be made.**

Clerk's Note: All items discussed below were included with approval of Ordinance No. 2013-04.

8. RESOLUTIONS

a. Budgetary Decisions Related to Resolutions No. 2013-06 and 2013-07

Reference was made to the Memorandum from Underwood Management Services, LLC, dated July 8, 2013, (included in the back up Agenda Packet) regarding inclusions or exclusions to the 2014 budget.

Motion: Councilman Goltzené made a motion to appropriate \$300,000 in the budget to pave "D" Road with typical pavement to the bridge, then OGEM from the bridge to Collecting Canal, with the LGWCD agreeing, and that the Town receive whatever was needed to obtain proprietary. The motion was seconded by Vice Mayor Jarriel. The motion passed 5/0.

Town Attorney Cirullo explained that anytime the Town Council identified a project, staff would engage in conversations on the process for those roads with the LGWCD.

Public Comments:

Ken Johnson, Collecting Canal Rd.: Commented regarding what would happen to Tangerine with this concept. Councilman Goltzené replied that it would stay as a legitimate intersection.

Motion: Councilman Goltzené made a motion to approve the Capital Improvement budget funding for OGEMing Tangerine from "D Road west to back entry into the plaza. The motion died for lack of a second. That project was therefore removed from consideration in the budget.

Motion: Motion by Councilman Rockett to eliminate the Town Hall Alternative funding at \$50,000. The motion was seconded by Councilman Liang. The motion passed 5/0.

Motion: Motion by Councilman Liang to approve the capital improvement funding for trails and development of linear park from “A” Road to Folsom, funded at \$80,000 in FY 2014; \$100,000 in FY 2015; and \$100,000 in FY 2016; included in the motion was that Town Attorney Cirullo is directed to work with the LGWCD on getting the trails opened up on “A” Road to Folsom. The motion was seconded by Councilman Goltzené. The motion passed 5/0.

Motion: Councilman Rockett made a motion for the budget amounts of \$100,000 for FY2015 and FY2016 to be put under a line item entitled “trails” in general. The motion was seconded by Councilman Goltzené. The motion passed 5/0.

Motion: Councilman Rockett made a motion to approve funding at \$250,000 for a cable/wire signal at the intersection of “D” Road and Okeechobee. The motion was seconded by Councilman Liang.

Discussion took place.

The motion passed 3/2, with Mayor Browning and Councilman Goltzené dissenting.

Regarding LGWCD roads being transferred to the Town before October, 2013, per Town Attorney Mike Cirullo, and providing funding as a grant from the General Fund for previously OGEMed roads at \$28,934 per year after transfer, or provide a capital acquisition of the OGEMed roads through the Transportation Fund:

Motion: Councilman Rockett made a motion to include funding in the amount of \$28,934 per year in the budget, as a capital improvement project, for the next five years starting in 2014, with the understanding that every capital expenditure will be considered for approval by the Town Council each year, as it comes up. The motion was seconded by Vice Mayor Jarriel. The motion passed 5/0.

Motion: Councilman Rockett made a motion that the last 5 motions, relative to the Capital Improvement fund will be incorporated, as a first reading change into Ordinance 2013-04, which is now approved on first reading, as amended. The motion was seconded by Councilman Goltzené. The motion passed 5/0.

Mr. Underwood explained that upon determination of the millage rate and solid waste collection rate, staff could prepare the budget for presentation and adoption, at two scheduled public hearings.

Discussion took place.

Motion: Councilman Rockett made a motion to set the millage at 1.500 and set the solid waste assessment at 344.37 per residential unit. The motion was seconded by Councilman Liang. The motion passed 4/1, with Councilman Goltzené dissenting.

*****A break was taken at 8:30 p.m. The meeting was resumed at 8:40 p.m.*****

b. **RESOLUTION NO. 2013-06**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE PROVISION OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES AND FACILITIES AND PROGRAMS ("SOLID WASTE COLLECTION SERVICES") IN THE TOWN OF LOXAHATCHEE GROVES, FLORIDA; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR LEGISLATIVE DETERMINATIONS; ESTABLISHING THE ESTIMATED RATE FOR THE SOLID WASTE COLLECTION SERVICES ASSESSMENT FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

Town Attorney Cirullo read Resolution No. 2013-06 reads by title.

Town Attorney Cirullo stated that the previous motion indicated that the solid waste assessment per residential unit was \$344.37; Town Manager Kutney advised that the

estimated solid waste assessment total for the Fiscal Year commencing October 1, 2013, was \$427,784.

Town Attorney Cirullo explained that because the rates were being raised from last year, a first class mail notice would need to be sent out to residents, so that they could be noticed that the Town Council was considering this preliminary rate. He stressed that the rate set tonight was only preliminary. A public hearing date would also need to be set.

Motion: Vice Mayor Jarriel made a motion to set the public hearing meeting date for adoption of the solid assessment Resolution for Tuesday, September 10, at 5:05 p.m. The motion was seconded by Councilman Liang. The motion passed 5/0.

Motion: Councilman Rockett made a motion to adopt Resolution No. 2013-06. The motion was seconded by Councilman Liang. The motion passed 5/0.

c. **RESOLUTION NO. 2013-07**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ADOPTING A PROPOSED OPERATING MILLAGE RATE OF 1.500 FOR GENERAL OPERATING BUDGET PURPOSES FOR FISCAL YEAR 2013/14; APPROVING AND AUTHORIZING TRANSMITTAL OF THE FORM DR 420 TO THE PROPERTY APPRAISER; PROVIDING FOR THE ESTABLISHMENT OF AND SETTING FORTH THE DATE, TIME AND PLACE OF THE PUBLIC HEARING TO CONSIDER THE FISCAL YEAR 2013/14 PROPOSED MILLAGE RATE AND TENTATIVE BUDGET; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney Cirullo read Resolution No. 2013-07 by title, as printed above.

Town Attorney announced that the first public hearing was scheduled for September 3 at 7:00 p.m.

Mr. Underwood presented the rolled-back millage rate of 1.2845 mills.

Motion: Councilman Rockett made a motion to adopt Resolution No. 2013-07. The motion was seconded by Councilman Goltzené. The motion passed 5/0.

d. **RESOLUTION NO. 2013-08**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012 AND ENDING SEPTEMBER 30, 2013; PROVIDING FOR SEVERABILITY, COFLICTS, AND AN EFECTIVE DATE.

Town Attorney Cirullo read Resolution No. 2013-08 by title, as printed above.

Motion: Vice Mayor Jarriel made a motion to adopt Resolution No. 2013-08. The motion was seconded by Councilman Rockett. The motion passed 5/0.

9. ADMINISTRATIVE UPDATE – *Town Manager Kutney*

Town Manager Kutney provided an update on the following issues:

- The residential enterprise ordinance would be reviewed and further information would be presented at the August 6, 2013, Town Council meeting.
- Progress being made by Sirdar Trucking, Inc. with mowing and vegetative trimming.
- Provided an updated prioritized business initiatives list, identifying 37 projects. He noted that the list does not include the one time occurrences, nor the daily staff projects.
- Town engineering vendors would review the FEMA maps, and the traffic engineering vendor would be reviewing the traffic signal situation.
- Councilman Rockett referred to the weekly significant issues report, and questioned the item concerning Callery-Judge. Town Manager Kutney explained that he had met informally with developers that were working with Callery-Judge, and that he had indicated the Town's concerns relative to Okeechobee Blvd.

10. OLD BUSINESS - *None*

a. Compton Road potholes

Vice Mayor Jarriel explained that the potholes on Compton Road were too big, and that he had spoken with LGWCD, and would like the Town Council to direct management to fill the holes with road rock material. That would bring the safety factor back to where the road was safe to ride on.

Motion: Vice Mayor Jarriel made a motion to put road rock material on Compton Road. The motion was seconded by Councilman Rockett.

Town Manager Kutney confirmed that he would check to see if it could be done as a road repair, if it could not be done under road rock material.

After further discussion, the motion passed 4/1 with Councilman Goltzené dissenting.

11. NEW BUSINESS

a. Annual Management Team Evaluation (*Councilman Rockett*)

~~Councilman Rockett explained that his emailed note to Town Manager Kutney was simply a reminder for the Town Manager that performance criteria and evaluation shall be reviewed annually, and suggested that the Town Council have a report through June prepared for use as criteria for evaluation.~~

~~Town Manager Kutney responded that he was ready to discuss the evaluation tonight, if so desired.~~

~~There was no further action taken.~~

Councilman Rockett: In this package is, I believe, that my note is included. The note is simply a reminder to the Town Manager, that according to the copy of the contract that we have with the Town Management team, that performance criteria and evaluation contract for Town Management services shall be reviewed annually. This annual review will be comprised of performance and evaluation criteria established with management and town Council based upon

the duties contained in the contract, along with the Town management report through June of the current year prepared by the Town Manager. This annual review of the contract of Town Management Services shall occur no later than August 1st of each year, and the Town Manager is responsible for placing this annual review on the Town Council Agenda. All I did is send a note to the Town Manager saying I don't recall having this done and August 1st is upon us, and if we don't do it this next meeting, we will miss it. So, it was written up as I requested the item on the Agenda. So, since I am on the agenda as the requestor, I guess I have the flexibility to take it off. But my point is, we should have had it this meeting – we should have had the discussion.

The town manager is responsible for that, not me. If we put it off, we can put it at another time. If he doesn't hold it by August 1st, we don't fire him, so I guess it's okay. But I would suggest that he put it on an appropriate schedule for the Town Council; but first thing, it's kind of ironic, we are talking about the Town Manager schedules his own performance review – that's our contract. One of the things that has to be presented is a report through June of the current year. We don't have that. That is one of the criteria. We don't have that, so we can't have a review. So I am suggesting to the Town Council that we postpone this until we can have a report through June prepared for us to be included as one of the criteria we have to use in the evaluation, but I underscore the fact that this is not something that we should have to bring up, and if the Town Manager misses his own performance criteria deadline that tells me a little something right there, but I suggest we take it off the agenda and postpone it until such time as the Town Manager is prepared to give us all of the information we need, and not in the too distant future.

Town Manager Kutney: Mayor, we have two items at play here. Councilman Rockett did mention the fact that the evaluation is due and he is correct. We put it on; we are ready to discuss it tonight. There are two issues – you are talking about a review of the Town Management Company, based upon the contract, and then what Councilman Rockett is referring to is one of the responsibilities of the Town Manager is a report that is due at the end of June. We provided that in terms of the budget we provided you at the end of June. We did meet that requirement, plus I give you a significant events email every week, plus we give you all the financials and the FAAC Report. So I suppose if the Councilman is asking for another report to do another work item, I will be happy to do that, but I think we cover everything. If there are any questions that you have about what is going on, we can do that. I did look back at the previous management company—what they did, and they did the same thing. They did basically a report to you, line items, where the budget was, and that's it. We are ready to go line item by line item if Councilman Rockett likes. We can talk about how we are meeting the contract. But, I hope he is not trying to make this personal, because really we should be reviewing the Management Company, and not the Town Manager, we work as a Management Company. With that I would be happy to address it any way you want.

Mayor Browning: Let's take it off the agenda.

Councilman Rockett: The report is not only financial. The other point to be made the agenda items we were given – we were given two and a half pages in the agenda for items to be used for performance evaluation—two and a half pages out of seven and a half that were in the contract; one page is for town manager; in fact, there is six and a half pages in the contract that describe town manager responsibilities. We were not even given enough to look at to remind you what is the criteria we are giving an evaluation on. So from the management report through June about financial only and the documentation that you need -- we probably need to set the contract out so that all of the items are included. One of the items that was not included was the document I read from that performance criteria and evaluation was his responsibility to include it on the calendar. So, we need better input to us. So some day in the future --

Town Manager Kutney: Your honor, as I indicated, we are ready to go through every item in the contract tonight. I thought that is what he wanted to do. You know, I didn't put a copy of the contract in. I suppose I could have done that. We did that last year, and last year we didn't even talk about it, so I did not think it was necessary. But I've got it right here. I have it right here, and if you would like to, we can go through it line item by line item.

Councilman Rockett: The Council cannot look at something now and give an evaluation.

Town Attorney Cirullo: So, there is no action on that one.

End of transcript

- b. Approval of Engineering Contracts with Keshavarz for General Engineering Services; Simmons & White for Traffic Engineering, A & B Engineering, Inc. for surveying

Town Manager Kutney reported that all three Engineering Contracts were ready for approval.

Motion: Councilman Goltzené made a motion to approve the contract for Keshavarz & Associates, Inc., for general engineering. The motion was seconded by Councilman Liang. The motion passed 5/0.

Motion: Councilman Rockett made a motion to approve the contract for Simmons and White, Inc., for traffic engineering. The motion was seconded by Vice Mayor Jarriel. The motion passed 5/0.

Motion: Councilman Rockett made a motion to approve the contract for A & B Engineering, Inc., for land surveying. The motion was seconded by Vice Mayor Jarriel. The motion passed 5/0.

- c. Discussion of Land Use Policy for Southern Boulevard Corridor (*Councilman Goltzené*)

Councilman Goltzené suggested that an additional workshop is held for input on the Southern Blvd. corridor.

Discussion took place on having the workshop take place directly before a Town Council meeting, having another workshop on the Okeechobee Blvd. corridor, and contacting people in the area affected to see which dates work best for them.

Public Comment:

Todd McLendon, 3481 D Rd.: Commented that many people who live here do not want government in their lives, and therefore do not come to the meetings; that people who live on Tangerine do not want commercial there; suggested that people come to a workshop and have some input.

It was the consensus of the Town Council to direct staff to contact property owners and residents, and let them know of a proposed workshop on the Southern Blvd. corridor, and ask for acceptable dates for a workshop.

- d. Discussion of Roadway, Equestrian Trails and Greenway Advisory Committee (RETGAC) Proposal to Allow Golf Carts and Side-by-Side UTVs on Town Roads (*Councilman Goltzené*)

Councilman Goltzené requested that Town Attorney Cirullo is directed to research golf cart and side-by-sides laws and report back to the Town Council

Vice Mayor Jarriel suggested that Town Manager Kutney could express to Lt. Combs that those riding golf carts and side-by-sides are not ticketed, but are stopped to ask what they are doing, and checked for license and registration.

Public Comment:

Ken Johnson, Collecting Canal Rd.: Commented that the police should be allowed to do their job, and the town should just go by State regulations.

Frank Schiola, 13434 Marcella Blvd.: Commented regarding the need to have regulations.

Nina Corning, 2834 E Rd.: Commented regarding keeping motorized vehicles off of the greenways.

Virginia Standish, 15410 North Rd.: Commented regarding using common sense with regulations, and keeping motorized vehicles off the greenways.

It was the consensus of the Town Council to allow Town Attorney Cirullo to do the research on golf cart and side-by-sides, and report back to the Town Council.

12. CLOSING COMMENTS

a. Public

Virginia Standish, 15410 North Rd.: Commented regarding dangerous areas of erosion on District Roads, and bringing it to the attention of the Intergovernmental Coordination Committee.

John Ryan, 3508 A Rd.: Commented regarding obtaining an acknowledgement from Palm Beach State College that they will not claim an exemption for assessments from the District.

b. Town Attorney

c. Town Council Members

Councilman Goltzené: Thanked everyone for coming and thanked the Town Council for considering his concerns.

Vice Mayor Jarriel: Requested consensus from the Town Council for support on a Petition for a red light at D Rd. and Okeechobee Blvd., imprinted with the Town logo. **It was the consensus of the Town Council to support the Petition and the use of the Town logo.** Vice Mayor Jarriel read into the record a letter to Town Manager Kutney from the Florida Forest Service in support of installing a traffic light at D Rd. and Southern Blvd.

Councilman Liang: Thanked everyone.

Councilman Rockett: Thank everyone.

Mayor Browning: Reported that potholes on D Road, on the east side, are causing a wash out between Alton and Okeechobee Blvd. Somebody needs to get some rock in there to fill them up until they can be repaired. Thanked everyone.

13. ADJOURNMENT

There being no further business, the Town Council Meeting of July 16, 2013, was adjourned at 10:25 p.m.

Susan Eichhorn, Town Clerk

David Browning, Mayor

(SEAL)

These minutes were approved by the Town Council on August 6, 2013



10. OLD BUSINESS

- a. Town Council Discussion and Direction to Staff Regarding Use of Golf Carts and Dune Buggies on Town Roads

TOWN OF LOXAHATCHEE GROVES

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2013-23

TO: Mayor David Browning
Members of the Town Council
Mark Kutney, Town Manager
Susan Eichhorn, Town Clerk

FROM: Michael D. Cirullo, Jr., Town Attorney *MDC*

RE: Town of Loxahatchee Groves (“Town”) / Golf Cart and Other Vehicle Operation on Town Roads

DATE: August 6, 2013

At its July 16, 2013, meeting, the Town Council requested legal review on the legality of operating golf carts, UTVs and similar vehicles on Town Roads. This Memorandum is intended to provide guidance on these issues.

Initially, Chapter 316, Fla. Stat., is known as the “Florida Uniform Traffic Control Law.” Section 316.007, Florida Statutes, provides in pertinent part: “The provisions of this chapter shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein, and no local authority shall enact or enforce any ordinance on a matter covered by this chapter unless expressly authorized.” §316.007, Fla. Stat. Another statute, §316.008, Fla. Stat., lists the areas in which local jurisdictions have authority over the regulation of roads and streets. The legality of operating golf carts and similar vehicles on local roads is not listed in §316.008, so the regulation of those vehicles is guided by other statutes and the Town is not authorized to deviate from such.

Golf Carts

The operation of golf carts on local roads is governed by §316.212, Fla. Stat. Subsection (1) of this statute provides:

A golf cart may be operated only upon a county road that has been designated by a county, or a municipal street that has been designated by a municipality, for use by golf carts. Prior to making such a designation, the responsible local governmental entity must first determine that golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. Upon a determination that golf carts may be safely operated on a designated road or

street, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

§316.212, Fla. Stat. Ann.

Thus, in order for golf carts to be legally operated on public roads within the Town, the Town Council would need to designate the public roads within the Town on which they may be operated. However, prior to making the designation, the Town Council would need to make a determination that “golf carts may safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street.” Subsequent to the designation, the Town would need to erect signage to indicate that the operation of golf carts is permitted on the designated roads.

The following steps are recommended should the Town Council wish to permit golf carts to be operated on public roads within the Town:

1. Identify the roadways which the Town Council would like reviewed in order for the Town Council to make the statutorily required determination that golf carts may safely travel on such road.
2. Direct staff to review the roadways to confirm that golf carts can be safely operated on such roads.
3. Upon receipt of the completed review of the identified roadways, adopt an ordinance to designate the roadways upon which golf carts may be operated; and,
4. Install signage on such roadways to provide notice that golf carts may be operated on such roadways.

Note that the statute provides the following regulations upon the operation of golf carts on public roads designated for such:

- The golf cart may only be operated on the public roads between sunrise and sunset. If the Town Council wants to permit operation between sunset and sunrise, the Town can provide for such in the ordinance identifying the roadways, but the golf carts must be equipped with headlights, brake lights, turn signals and a windshield in order to be operated during those hours. §316.212(5), Fla. Stat.
- Golf carts operating at any time on public roadways must be equipped with “efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.” §316.212(6), Fla. Stat.
- The minimum age to operate a golf cart on public roads is 14 years old. §316.212(7), Fla. Stat.

The Town Council can place more restrictions on the operation of golf carts on public roads within the Town by ordinance. If it did so, signage must advise of the additional restrictions. §316.212(8), Fla. Stat. The Town Council cannot waive or reduce restrictions imposed by State law.

Low-Speed Vehicles and Mini-Trucks

Florida Statutes defines a “low-speed vehicle” as “any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles.” §320.01(41), Fla. Stat.

Florida Statutes defines “mini truck” as “any four-wheeled, reduced-dimension truck that does not have a National Highway Traffic Safety Administration truck classification, with a top speed of 55 miles per hour, and which is equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, and seat belts.” §320.01(44), Fla. Stat.

The operation of low speed vehicles and mini-trucks is governed by §316.2122, Fla. Stat. These vehicles are permitted to operate on public roads within the Town, unless the Town Council determines that such should be prohibited “in the interest of safety.” §316.2122(5), Fla. Stat. However, the statute does provide restrictions on such operation:

- They can be operated only on roads with a posted speed limit of 35 miles per hour or less.
- They must be equipped with headlights, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts and vehicle identification numbers.
- The vehicles must be registered with the state
- The person operating the vehicle must have their driver license in their possession.

All-terrain vehicles

Florida Statutes defines All-terrain vehicle as “any motorized off-highway vehicle 50 inches or less in width, having a dry weight of 1,200 pounds or less, designed to travel on three or more nonhighway tires, having a seat designed to be straddled by the operator and handlebars for steering control, and intended for use by a single operator with no passenger. For the purposes of this section, ‘all-terrain vehicle’ also includes any ‘two-rider ATV’ as defined in s. 317.0003.” §316.2074, Fla. Stat. A “two-rider ATV” is defined as “any ATV that is specifically designed by the manufacturer for a single operator and one passenger.” §317.0003(10), Fla. Stat. Ann.

§316.2074(5), Fla. Stat. ***prohibits*** the operation of all-terrain vehicles on public roads “except as otherwise permitted by the managing state or federal agency.” The operation of all-terrain vehicles on public roads is preempted to the state. Attorney General Opinion 2004-39 (July 14, 2004).¹

Utility Vehicles

Florida Statutes defines a “utility vehicle” as “a motor vehicle designed and manufactured for general maintenance, security, and landscaping purposes, but the term does not include any vehicle designed or used primarily for the transportation of persons or property on a street or highway, or a golf cart, or an all-terrain vehicle as defined in s. 316.2074.” §320.01, Fla. Stat.

Florida Statutes permits municipalities to operate utility vehicles on roads within the municipality, but solely by municipal employees and for a municipal purpose. §316.2126(1), Fla. Stat. There is no provision for the operation of utility vehicles on public roads by the general public. As with all-terrain vehicles, the Town Council could take no action to permit such on public roads since the subject matter is preempted by state law.

Swamp buggies

Florida Statutes defines “swamp buggy” as “a motorized off-road vehicle that is designed or modified to travel over swampy or varied terrain and that may use large tires or tracks operated from an elevated platform. The term does not include any vehicle defined in chapter 261 or otherwise defined or classified in this chapter.” §320.01(45), Fla. Stat.

The operation of swamp buggies on public roads is governed by §316.2129, Fla. Stat. In order for swamp buggies to be permitted on Town Roads, the Town Council would need to designate the roads on which they may be safely operated. Thereafter, the Town would need to post appropriate signage on such roads.

Conclusion

Low-speed vehicles and mini-trucks are permitted on Town Roads without the need for any Town Council action. However, the operation of these vehicles must be consistent with §316.2122, Florida Statutes.

Golf carts and swamp buggies are not permitted to be operated on Town Roads unless the Town Council takes action to designate the public roads on which they may be operated, and then posts appropriate signage. In both cases, the Town Council must determine that these types of vehicles may be operated safely on the designated roads. Florida Statutes also provides

¹ Note that Florida Statutes permits law enforcement agencies to use all-terrain vehicles, golf carts, low-speed vehicles, and utility vehicles on public roads for law enforcement purposes. §316.21265, Fla. Stat.

restrictions on the operation of golf carts on public roads. §316.212, Fla. Stat. The Town may place additional restrictions (but not waive or eliminate those in the statutes) by ordinance.

All-terrain vehicles and utility vehicles are prohibited by state law from being operated on public roads, except by law enforcement or, for utility vehicles, by a municipality for municipal purposes. The state has preempted this matter, so the Town Council cannot take any action to permit all-terrain vehicles or utility vehicles to be operated on Town Roads.

Upon your review, please advise of any questions or concerns.

MDC:clb

Enclosure

H:_GOV CLIENTS\LOX 1574_070240 GM\MEMOS 2013\2013-23 (golf cart and other vehicles-Town Rds).docx



10. OLD BUSINESS

b. Transmission (e-mail) from Tim Hart Woods



**TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT**

TO: Mayor and Town Council
FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM
DATE: August 15, 2013
SUBJECT: Transmission (email) from Tim Hart Woods

I. BACKGROUND/HISTORY

Attached please find an email that was sent from Mr. Woods to the Town Manager. The Management Company has decided to provide this document to you for discussion and potential action. The issue deals with vehicular access in the Palms West Plaza that leads onto West Tangerine or “D” Road (please see Palm Beach County Resolution No. R-88-1546, Condition No. 15 pertaining to this issue and also attached).

II. DISCUSSION

Staff will provide a verbal discussion at the August 20, 2013 Town Council Meeting.

III. FISCAL IMPACT

No fiscal impact other than potential liability concerns.

IV. ATTACHMENTS

August 13, 2013 email from Tim Hart Woods to Mark Kutney.

Palm Beach County Resolution No. R-88-1546 – Approving Zoning Petition No. 79-240(A) Special Exception Petition of Eugene Conte, Trustee, for American Real Estate Trading, Inc. and William C. Hammond, Trustee

V. REQUESTED ACTION

Discussion at Town Council Meeting.

From: Tim Hart-Woods [<mailto:tim@thebritishfeedcompany.com>]
Sent: Tuesday, August 13, 2013 6:44 PM
To: Mark Kutney
Subject: Mark Kutney, Town Manager

Request From: Tim Hart-Woods
Email: tim@thebritishfeedcompany.com
Source IP: 50.143.77.72

Address:
City:
State:
Zip:
Phone:
Organization:

Mark,

Good evening.

You will see there is now a gate which can close the barrier when not in use, principally at night. I understand you have strongly suggested to Kan Yee it be put there and he has passed on your sentiment to me. As I am always keen to work in the interests of good all round public relations, I did as you/he requested. Equally, also in the interests of positive PR, I have taken a sounding as to the feeling of the people of the town as to whether closing the gate at night would be a good thing. The feeling is very strongly otherwise. Safety, convenience and simple peoples rights have all been given as reasons not to close it. Some feelings are very strong indeed. Before I close it at night, I must tell you that I am concerned that there may be a seriously adverse reaction to the doing of that. So much so that I am concerned for the security of whomever does it. So, before it's done, two things, first, given what I just told you, do you still want it closed at night? Second, if your answer is yes, be advised that I reserve the right to act in the best interest of my company and put a sign on it directing any angered residents to you. In short, if there are any bricks to be thrown through windows, I'd rather it was yours than mine! Let me know soonest. e-mail would be fine, phone or even walk

across the road. You'd be most welcome in The British Feed Company store. It'd be good to see The Town Manager visiting local businesses, supporting them, encouraging the creation of employment and the generation of tax dollars. Hope to see you soon.

Kind regards,

Tim.

RESOLUTION NO. R-88-1546

RESOLUTION APPROVING ZONING PETITION NO. 79-240(A)
SPECIAL EXCEPTION PETITION OF EUGENE CONTE,
TRUSTEE, FOR AMERICAN REAL ESTATE TRADING, INC.
AND WILLIAM C. HAMMOND, TRUSTEE

WHEREAS, the Board of County Commissioners, as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 125, Florida Statutes, is authorized and empowered to consider petitions relating to zoning; and

WHEREAS, the notice and hearing requirements as provided for in Chapter 402.5 of the Palm Beach County Zoning Code Ordinance No. 73-2 have been satisfied; and

WHEREAS, Petition No. 79-240(A) was presented to the Board of County Commissioners of Palm Beach County, sitting as the Zoning Authority, at its public hearing conducted on August 27, 1987; and

WHEREAS, the Board of County Commissioners has considered the evidence and testimony presented by the applicant and other interested parties and the recommendations of the various county review agencies and the recommendations of the Planning Commission; and

WHEREAS, this approval is subject to Zoning Code Section 402.9 (Mandatory Review of Development Approvals) and other provisions requiring that development commence in a timely manner; and

WHEREAS, the Board of County Commissioners made the following findings of fact:

1. This proposal is consistent with the requirements of the Comprehensive Plan and local land development regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that Petition No. 79-240(A), the petition of EUGENE CONTE, TRUSTEE, FOR AMERICAN REAL ESTATE TRADING, INC. AND WILLIAM C. HAMMOND, TRUSTEE, for a SPECIAL EXCEPTION TO AMEND THE SITE PLAN FOR A PLANNED COMMERCIAL DEVELOPMENT, A DAY CARE CENTER, AUTOMOBILE AND FARM EQUIPMENT REPAIR FACILITY AND A CAR WASH PREVIOUSLY APPROVED UNDER ZONING PETITION NO. 79-240 TO REDESIGN THE SITE PLAN AND TO INCLUDE A LARGE SCALE COMMUNITY SHOPPING CENTER IN EXCESS OF 50,000 SQUARE FEET OF TOTAL FLOOR AREA AND AUTOMOBILE SERVICE STATION, on a parcel of land lying in Tract 9, Block 1, Loxahatchee Groves, Section 32, Township 43 South, Range 41 East, as recorded in Plat Book 12, Page 29, said parcel being more particularly described

as follows: Beginning at the Southeast corner of Tract 9, Block I, Loxahatchee Groves, and the North right-of-way of State Road #80 (Southern Boulevard); Thence, West along the North Right-Of-Way line of State Road #80, a distance of 722.65 feet to a point; Thence, 89 degrees 24' 30" from East to North, a distance of 301.19 feet to a point; Thence 88 degrees 30' 00" from South to West, a distance of 150.05 feet to a point; Thence 88 degrees 30' 00" from East to North, a distance of 300.92 feet to a point in the centerline of West Tangerine Road; Thence, 90 degrees 35' 30" from South to East, a distance of 867.20 feet to a point in the East line of Tract 9, Block I; Thence 89 degrees 55' 45" from West to South, a distance of 120.00 feet to a point; Thence, 90 degrees 04' 15" from North to West, a distance of 198.5 feet to a point; Thence, 90 degrees 04' 15" from East to South, a distance of 200.0 feet to a point; Thence, 89 degrees 55' 45" from North to East, a distance of 198.5 feet to a point in the East line of Tract 9; Thence 89 degrees 55' 45" from West to South, a distance of 279.73 feet to the Point of Beginning. LESS, however, the Southerly 125 feet thereof for Road Right-Of-Way. Together with, a temporary easement for ingress and egress over a strip of land 60 feet in width lying in Tract 9, Block I, Loxahatchee Groves, according to the plat thereof on file in the Office of the Clerk of the Circuit Court, Plat Book 12, Page 29; said 60 foot wide strip being bounded on the South by the South line of said Tract 9, and being bounded on the North by a line 125 feet North of as measured at right angles to, and parallel with the South line of said Tract 9; the centerline of said 60 foot wide strip being specifically described as follows: From the Southeast corner of said Tract 9; Thence, Westerly along the South line of said Tract 9, a distance of 495.64 feet to the Point of Beginning of said centerline; Thence, Northerly, along a line at an angle to the South line of said Tract 9 of 89 degrees 24' 30", as measured from East to North, a distance of 125.01 feet to the terminus of said centerline, located on the north side of Southern Boulevard (SR 80), approximately 100 feet west of "D" Road (144th Way North), in a CG-General Commercial Zoning District, was approved as advertised, subject to the following conditions:

1. The developer shall comply with all previous conditions of approval unless expressly modified herein.
2. Prior to site plan certification, the site plan shall be amended to indicate the following:
 - a) parallel parking stalls a minimum of twenty-two (22) feet in length.
3. Prior to site plan approval, petitioner shall record a Unity of Title Agreement covering all property except the Post Office parcel.
4. The rear facade of the shopping center shall be given

architectural treatment consistent with the front of the center to avoid an incompatible industrial appearance impact upon future/nearby residential development.

5. No storage or placement of any materials, refuse, equipment or accumulated debris shall be permitted in the rear of the shopping center.
6. No parking of any vehicles shall be permitted along the rear of the shopping center except in designated spaces or unloading areas.
7. Outdoor lighting used to illuminate the premises shall be low intensity and directed away from adjacent properties and streets, shining only on the subject site.
8. No further clearing shall take place on site. The remaining oaks and other native vegetation shall be preserved and incorporated into the project design.
9. Generation and disposal of hazardous effluents into sanitary sewerage system shall be prohibited unless adequate pretreatment facilities approved by the Florida Department of Environmental Regulation (FDER) and Agency responsible for sewage works, are constructed and used by project tenants or owners generating such effluents.
10. No building permit shall be issued for the subject property until such a time that the site is connected to a public sewer system.
11. Since sewer is available to the property, a septic tank shall not be approved for use on the property.
12. Condition No. 2 of Petition 79-240 presently states:

"2. Petitioner shall construct the frontage road within the projects property limits"

is hereby deleted.
13. Condition No. 7 of Petition 79-240 presently states:

"7. Petitioner shall contribute Forty-eight Thousand Dollars (\$48,000.00) towards the cost of meeting this project's direct and identifiable traffic impact, to be paid at the time of issuance of a building permit(s). This condition shall fulfill the developer's

requirement according to the "Fair Share Contribution for Road Improvements" Ordinance No. 79-7. This fee shall be determined and calculated as follows:

Commercial	\$37,500.00
Office	6,000.00
Garage	2,500.00
Day Care	2,000.00"

is hereby amended to state:

"7. The developer shall pay a Fair Share Fee in the amount and manner required by the "Fair Share Contribution for Road Improvements Ordinance" as it presently exists or as it may from time to time be amended. The Fair Share Fee for this project presently is \$9,778 (365 additional trips X \$26.79).

14. The developer shall retain the stormwater runoff in accordance with all applicable agency requirements in effect at the time of the permit application. However, at a minimum, this development shall retain onsite 85% of the stormwater runoff generated by a three (3) year-one hour storm (3.0 inches) per requirements of the Permit Section, Land Development Division. The drainage system shall be maintained in an acceptable condition as approved by the County Engineer.

15. No access shall be permitted onto West Tangerine Road or West "D" Road.

16. Based on the Traffic Performance Standards (Category "B"), the developer shall contribute an additional \$2,445.00 toward Palm Beach County's existing Roadway Improvement Program, these total funds of \$12,223.00 to be paid prior to the issuance of the next building permit or prior to January 1, 1988 whichever shall first occur.

If the "Fair Share Contribution for Road Improvements Ordinance" is amended to increase the Fair Share Fee, this additional amount of \$2,445.00 shall be credited toward the increased Fair Share Fee.

17. In order to comply with the mandatory traffic performance standards the property owner shall be restricted to the following phasing schedule:

a. Building Permits for the last 3,500 square feet shall not be issued until State Road 80 has been constructed as a 4 lane median divided section from Forest Hill Boulevard to Seminole Pratt Whitney Road.

18. A minimum of 14,650 square feet of gross leasable area of the proposed plaza shall remain as office use.
19. The petitioner shall revise the State of Florida Department of Transportation plans for the four lane of State Road 80 to incorporate a left turn lane west approach at the proposed median opening of this subject site. This property owner shall be fiscally responsible for any change order associated with these plans.
20. Repairs of farm implements shall take place entirely within an enclosed building.
21. No off premise signs shall be permitted on the site.
22. No car wash facilities shall be permitted on site.
23. No gasoline sales shall be permitted on site.

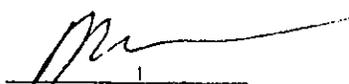
Commissioner Marcus, moved for approval of the petition. The motion was seconded by Commissioner Marcus, and upon being put to a vote, the vote was as follows:

Carol A. Roberts	--	Absent
Carol J. Elmquist	--	Aye
Karen T. Marcus	--	Aye
Dorothy Wilken	--	Absent
Kenneth M. Adams	--	Aye

The foregoing resolution was declared duly passed and adopted this 27th day of September, 1988 confirming action of August 27, 1987.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY:



COUNTY ATTORNEY

FALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

JOHN B. DUNKLE, CLERK

BY:



DEPUTY CLERK



11. NEW BUSINESS

a. Clarification of Valley Crest Development Matter



**TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT**

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: August 14, 2013

SUBJECT: Valley Crest Request to waive Cost Recovery Expenses

I. BACKGROUND/HISTORY

On March 5, 2013 the Town Council approved a site plan for Valley Crest (Resolution 2013-02). This action was necessitated due to code enforcement issues relative to the operation of a landscaped maintenance business by Valley Crest. Resolution 2013-02 included several conditions of approval including General Condition 5 which required the applicant to file (within 6 months) a site plan amendment application requesting that the Wholesale Nursery Principal Use and the Landscape Nursery Accessory Use be deleted and replaced by a Landscape Service Principal Use. The requirement per General Condition 5 was accomplished by the approval of a Site Plan Amendment (Resolution 2013-05) on July 2, 2013. Valley Crest has paid a total of \$16,000.00 in cost recovery fees to address this matter. At the time that Town Council applied General Condition 5, Valley Crest's cost recovery account was still in the black and Town Management took the position that since General Condition 5 required Valley Crest to incur more costs as a result of Town Council direction, Valley Crest would not be required to pay any further cost recovery fees.

II. DISCUSSION

The additional costs to process the site plan amendment have resulted in Valley Crest being in arrears within their cost recovery account by \$4,944.09 after all final invoices and costs were assessed. At the July 22, 2013 Finance Advisory & Audit Committee Meeting (FAAC), the Balance Sheet as of June 30, 2013 reflected that Valley Crest was in arrears by \$1,942.38 (obviously all costs were not yet posted at that time) and the Committee felt that Valley Crest should pay these costs despite the fact that Town Council had directed the additional site plan amendment filing. Since the FAAC did not agree with the Town Management Staff position, the

matter is being brought to Town Council for their deposition of the matter. Additionally, Attorney David Coviello on behalf of Valley Crest has provided a letter requesting a waiver of the additional cost and provides justification and rationale for the request (please note his letter states the costs were approximately \$3,000.00 which was the end of July and still did not represent all invoices and costs being tallied).

III. FISCAL IMPACT

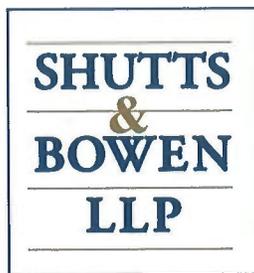
Waiver of the cost recovery arrearages would translate into the Town covering the \$4,944.09 in order to bring the account into balance.

IV. ATTACHMENTS

August 2, 2013 letter from David Coviello to the Mayor and Town Council.

V. REQUESTED ACTION

Motion by Town Council to approve the waiver of the arrearages associated with Valley Crest Cost Recovery Account.



Founded 1910

DAVID J. COVIELLO
PARTNER
(305) 415-9437 Direct Telephone
(305) 415-9837 Direct Facsimile

E-MAIL ADDRESS:
dcoviello@shutts.com

August 2, 2013

VIA E-MAIL

The Honorable Mayor and Councilmen
Town of Loxahatchee Groves
c/o Mr. Mark Kutney, Town Manager
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, Florida 33470

Re: 13710 Okeechobee Boulevard (the "Property") – Valley Crest

Honorable Mayor and Councilmen:

This firm represents the owner of the Property, Magic Properties V, LLC (the "Owner"). As you know, the Owner was recently granted an amendment to its site plan approval in order to operate its landscape service business on the Property. The purpose of this letter is to address the costs incurred by the Town in connection with that amendment, which are passed on to the applicant. According to the Town Manager, these costs total approximately \$3,000.00. Incidentally, the Owner has paid more than \$15,000.00 in costs to the Town relative to the original site plan approval. For the foregoing reasons, we respectfully request that the Town waive the costs associated with the amendment only.

On January 9, 2012, the Owner submitted an application for site plan approval in order to comply with a violation issued by the Town under the Palm Beach County zoning regulations (the "Code") concerning the operation of its landscape service business. Specifically, the violation stated that a landscape service business was only permitted in this zoned area in conjunction with a retail or wholesale nursery. As a result, the Owner proceeded to work with the Town to incorporate a nursery component on the Property through the site plan review process. Due in part to the Town working to establish its site plan review process, which was in its infancy, the review process took more than one (1) year to complete at a substantial cost to the Owner.

MIADOCs 7940701 1

1500 Miami Center • 201 South Biscayne Boulevard, Miami, Florida 33131 • ph 305.358.6300 • fx 305.381.9982 • www.shutts.com

The Honorable Mayor and Councilmen
Town of Loxahatchee Groves
August 2, 2013
Page 2

The site plan, with the nursery component, was ultimately approved by the Town Council on March 5, 2013. At the March 5, 2013 meeting, however, the Town Council required that the Owner submit an application to amend the site plan to remove the nursery component within six (6) months from approval. It was clear that, notwithstanding the basis of the violation, the Code allowed a stand-alone landscape service business. The nursery component was not a requirement. The Owner complied with the Town Council's directive and the amended site plan was approved on July 2, 2013.

We feel it is inappropriate for the Town to assess the costs associated with the amendment to the site plan. If the violation was properly issued, the Owner would not have incurred the significant expense of a year long process seeking to add a nursery component. The Owner could have simply proceeded with a site plan for its current business, which would have taken less time and substantially less money. Because of this error, the Owner had to return with an amendment to remove the nursery component. The additional costs incurred by the Town to review that amendment should not be borne by the Owner.

Thank you for your consideration.

Sincerely,

Shutts & Bowen LLP



David J. Coviello

cc: Susan Eichhorn, Town Clerk



11. NEW BUSINESS

b. Solid Waste Collection Agreement



TOWN OF LOXAHATCHEE GROVES
OFFICE OF THE TOWN MANAGER
AGENDA REPORT

Revised August 14, 2013

TO: Mayor and Town Council

FROM: Mark A. Kutney, Town Manager, AICP, ICMA-CM

DATE: July 1, 2013

SUBJECT: Bid No. 2013- 002 Solid Waste and Recycling Collection Services/**Approval of Solid Waste and Recycling Collection Agreement**

I. BACKGROUND/HISTORY

In July, 2008 the Town entered into a Solid Waste and Recycling Collection Franchise Agreement with Waste Pro of Florida. The term of the agreement ran from October 1, 2008 and expires September 30, 2013. Due to the term of the agreement ending this fiscal year, it was incumbent upon Town Management to implement the process of procuring Solid Waste and Recycling Collection Services.

The aforementioned ITB was prepared and noticed on the Town's website on June 3, 2013 and published in the Palm Beach Post on June 3 and June 6, 2013. The ITB was also available at the Onvia website. The bidders were required to attend a mandatory bid conference on June 12, 2013 and the Town issued Addendum No. 1 on June 18, 2013 which requested all bidders submit to variations on three different service options. The due date for bidders to submit their bid transmittals was June 26, 2013 and the Town received three (3) bids. The bids were opened at 2:30 p.m. at Central Palm Beach County Chamber of Commerce (Attached is a copy of the Town Bid Summary Sheet). In order to assist Town Management in the review of the bid submittals, a working group was convened to review the bid submissions and rank them accordingly. The working group consisted of Cheryl Miller, a member of the Town Finance Advisory and Audit Committee (FAAC); Frank Schiola, the Town's Public Works/ Solid Waste Monitor, Perla Underwood of UMSG and the Town Manager. The working group met on Friday, June 28, 2013 to review the bid submissions. Town Management Staff discussed the bid with the FAAC on June 24, 2013.

II. DISCUSSION

Based upon the attached Town Bid Summary Sheet it is evident that Waste Pro was the lowest responsible bidder for five (5) of the six (6) options. The only option whereby Waste Pro is not the lowest bidder is Option 3-A Automated for Containerized Solid Waste, Curbside Recyclables and Curbside Vegetative Waste once per week. After the Working Group's review and analysis it was the opinion of the group that the Town should not consider any of the options that only provide pick-up once a week. Further the working group recommends that the Town Council award Option 1 Manual to Waste Pro. As an alternate, Town Council could select to award Option 2 Semi-Automated to Waste Pro. **On July 2, 2013 the Town Council, per a motion by Councilman Rockett, accepted the Staff recommendation to ratify Option 1 Manual Curbside Service and award Bid No. 2013-002 to Waste Pro of Florida, Inc. The motion was seconded by Councilman Goltzene and passed by a 5/0 vote. Since that meeting, the Town Management Staff, Public Works Vendor and the Town Attorney's Office have been working on the new agreement. The agreement was completed and sent to Waste Pro for their review. Waste Pro has reviewed the agreement with some minor changes and the agreement is ready for Town Council adoption.**

III. FISCAL IMPACT

Option 1 Manual is bid at \$415,800.00 and would lower the Town's Contract by \$35,363.44.
Option 2 Semi-Automated is bid at \$438,480.00 and would lower the Town's contract by \$12,683.44.

IV. ATTACHMENTS

Town of Loxahatchee Groves Bid Sheet Summary

Solid Waste and Recycling Collection Agreement between the Town of Loxahatchee Groves and Waste Pro of Florida, Inc.

V. REQUIRED ACTION

Ratify the recommended Option 1 Manual Curbside Service by the Working Group and award the bid to the lowest responsible bidder, Waste Pro, and authorize the Town Manager and Town Attorney to draft an agreement for Town Council Approval. **Approve the Solid Waste and Recycling Collection Agreement with Waste Pro of Florida, Inc.**

Town of Loxahatchee Groves Bid Summary Sheet

Date: June 26, 2013

PAGE 1 OF 2
No of Bids Received 3

Bid Form Services	Advanced Disposal Services Solid Waste	Waste Pro	Republic	Ranking	Current Contract Waste Pro Original Contract
Option 1 - Manual					
Solid Waste - 2x/wk	\$ 30.00	\$ 15.60	\$ 15.52		\$ 18.00
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 4.07		\$ 7.00
Vegetative - 1x/wk	\$ 10.00	\$ 8.50	\$ 9.50		\$ 4.50
Monthly Cost	\$ 56,700.00	\$ 34,650.00	\$ 36,653.40		\$ 37,170.00/\$37,636.20 curren
Total Annual Cost	\$680,400.00	\$415,800.00	\$439,840.80		\$ 446,004.00/\$451,163.44 curre
All Services Award Annual Costs	\$680,400.00	\$415,800.00	\$439,840.80		
Pickup Schedule Change Adjustment	Yes	Yes	No		
Option 1-A - Manual					
Solid Waste - 1x/wk	\$ 30.00	\$ 14.60	\$ 16.77		
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 3.56		
Vegetative - 1x/wk	\$ 10.00	\$ 8.50	\$ 8.31		
Monthly Cost	\$ 56,700.00	\$ 33,390.00	\$ 36,086.40		
Total Annual Cost	\$680,400.00	\$400,680.00	\$433,036.80		
All Services Award Annual Costs	\$680,400.00	\$400,680.00	\$433,036.80		
Pickup Schedule Change Adjustment	Yes	Yes	No		
Option 2 - Semi-Automated					
Solid Waste - 2x/wk	\$ 30.00	\$ 17.10	\$ 20.11		
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 4.54		
Vegetative - 1x/wk	\$ 10.00	\$ 8.50	\$ 10.59		
Monthly Cost	\$ 56,700.00	\$ 36,540.00	\$ 44,402.40		
Total Annual Cost	\$680,400.00	\$438,480.00	\$532,828.80		
All Services Award Annual Costs	\$680,400.00	\$438,480.00	\$532,828.80		
Pickup Schedule Change Adjustment	Yes	Yes	No		

Bid Form Services Service Options	Vendor Name	Vendor Name	Vendor Name
Option 2 - A - Semi-Automated			
Solid Waste - 1x/wk	\$ 30.00	\$ 16.10	\$ 16.37
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 4.54
Vegetative - 1x/wk	\$ 10.00	\$ 8.50	\$ 10.59
Monthly Cost	\$ 56,700.00	\$ 35,280.00	\$ 39,690.00
Total Annual Cost	\$680,400.00	\$423,360.00	\$476,280.00
All Services Award Annual Costs	\$680,400.00	\$423,360.00	\$476,280.00
Pickup Schedule Change Adjustment	Yes	Yes	No
Option 3 - Automated			
Solid Waste - 2x/wk	\$ 30.00	\$ 19.90	\$ 20.11
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 4.54
Vegetative - 1x/wk	\$ 10.00	\$ 10.20	\$ 10.59
Monthly Cost	\$ 56,700.00	\$ 42,210.00	\$ 44,402.40
Total Annual Cost	\$680,400.00	\$506,520.00	\$532,828.80
All Services Award Annual Costs	\$680,400.00	\$506,520.00	\$532,828.80
Pickup Schedule Change Adjustment	Yes	Yes	No
Option 3 - A - Automated			
Solid Waste - 1x/wk	\$ 30.00	\$ 18.40	\$ 16.37
Recycling - 1x/wk	\$ 5.00	\$ 3.40	\$ 4.54
Vegetative - 1x/wk	\$ 10.00	\$ 10.20	\$ 10.59
Monthly Cost	\$ 56,700.00	\$ 40,320.00	\$ 39,690.00
Total Annual Cost	\$680,400.00	\$483,840.00	\$476,280.00
All Services Award Annual Costs	\$680,400.00	\$483,840.00	\$476,280.00
Pickup Schedule Change Adjustment	Yes	Yes	No

Special Services Bid Form

Services	Advanced Disposal	Waste Pro	Republic
Rolled out Commercial 95 or 101gal container, with 10 or more feet per direction	\$4.00	\$1.00	\$1.00
Rolled out Container and returning it to original location	\$4.00	\$2.70	\$1.84/ per service
Back Door Service (residential Curbside Only)	\$27.00	\$22.00/per dwelling unit	\$22.00/ per dwelling
Opening and closing Doors or Gates	No Charge	No Charge	No Charge
Locks on Containers	\$12.00	\$9.00 (one time)	\$9.00 (one Time)
Unlocking Containers	\$1.50/per pickup	\$1.35	\$1.35
Supplying and retro lifting locking mechanism or container	\$55.00	\$55.00	\$55.00
Adding wheels to or changing wheels on containers	\$5.00/ per wheel	No Charge	No Charge
Adding lids to or changing lids on containers	No Charge	No Charge	No Charge
Moving container location per customer request	No Charge	No Charge	No Charge
Changing out sizes (above twice per year)	\$50.00	\$25.00	\$25.00
Additional Schedule Pick-Ups for Residential Containerized Customers	Same as commercial collection rate	Same as commercial collection rate	Same as commercial collection rate
Special Service or Special equipment required because of impaired accessibility	Negotiable	Negotiable	Negotiable
Turn around compactors	\$15.00	\$10.00 (no chg for multifamily)	\$10.00

Required Forms

Forms Required	Advanced Disposal	Waste Pro	Republic
Bid Form Signature Page	Completed	Completed	Completed
Addendum Acknowledgment Form	Completed	Completed	Completed
Certificate of Authority	Completed	Completed	Completed
Indemnification & Insurance Form	Completed	Completed	Completed
Liability Insurance Certificate	Completed	Completed	Completed
Public Entity Crimes Form	Completed	Completed	Completed
Affirmative Action Policy	Completed	Completed	Completed
Non Collusive Affidavit	Completed	Completed	Completed
Drug Free Workplace Form	Completed	Completed	Completed
Bid Bond	\$17,010.00	2.5% - \$12,663.00	\$2.5% - \$13,320.70

Collection Services Pick Up Days	Avanced Disposal	Waste Pro	Republic
All Options			
Solid Waste	Mon/Thur & Tues/Fri	Mon/Thur & Tues/Fri	Mon/Thur
Recycling	Thurs/Fri	Mon/ Tues	Thursday
Vegetative	Mon/Tue	Thur/Fri	Wednesday

**SOLID WASTE AND RECYCLING
COLLECTION AGREEMENT**

Between

The Town of Loxahatchee Groves

and

Waste Pro of Florida, Inc.

**AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTIONS
SERVICES FOR THE TOWN OF LOXAHATCHEE GROVES**

This **AGREEMENT** (“Agreement”) is made and entered into this ____ day of _____, 2013 (the “Effective Date”), by and between:

TOWN OF LOXAHATCHEE GROVES, a municipal corporation existing under the laws of the state of Florida, hereafter referred to as “TOWN,”

and

WASTE PRO OF FLORIDA, INC., a Florida corporation, with an address of 411 Tall Pines Road West Palm Beach, Florida 33413, , hereafter referred to as “CONTRACTOR,” (with the TOWN and WASTE PRO each referred to as a “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the TOWN is a municipal corporation of the State of Florida, the powers of which are defined in the TOWN’s Charter and State law; and

WHEREAS, the TOWN is in need of services, equipment, and materials for professional solid waste collections, disposal services, recycling collections, recycling disposal services, and such other related services for TOWN residences which involve the assistance of licensed professionals; and

WHEREAS, the TOWN has identified specifically a need for such professional solid waste disposal company that will provide residential solid waste services, recycling collection services, commercial services, and roll-off collection services for the TOWN, which may include but is not limited to the curbside collection of solid waste, vegetative waste, and designated recyclable materials; the removal of trash, bulk trash, construction and demolition debris, litter, as designated by the Parties; the coordination of holiday pickups, and other such designated services identified herein for the TOWN; and

WHEREAS, the TOWN undertook a competitive selection process, requesting responses to an Invitation to Bid No. 2013-002 (the “Bid”), attached hereto and incorporated herein as **Exhibit “A;”** and

WHEREAS, the CONTRACTOR’s response to the Bid (“Response”) was the bid selected by the TOWN Council as the lowest, most responsive bidder for solid waste disposal and recycling collections services; and

WHEREAS, the CONTRACTOR's response to the Bid, attached hereto and incorporated into this Agreement as **Exhibit "B,"** was the bid selected by the TOWN for solid waste and recycling collections services; and

WHEREAS, the TOWN has determined that CONTRACTOR has the experience, expertise, equipment, and materials to provide such professional solid waste and recycling collections services, and is capable of providing the necessary materials and manpower to address the aforementioned solid waste and recycling collections services issues of the TOWN, subject to the agreement of the Parties on criteria for such services, and the TOWN's agreement to pay for such services and supplies; and

WHEREAS, CONTRACTOR has stated that it has staff currently employed and available and who are certified to perform such services; and

WHEREAS, CONTRACTOR agrees to commit the necessary personnel to perform the services at the corresponding rates as may be reviewed; and

WHEREAS, CONTRACTOR is willing to provide said services to the TOWN pursuant to the terms and conditions set forth herein; and

WHEREAS, the TOWN Council and CONTRACTOR have determined that this Agreement is in the best interest of the health, safety, and welfare of the residents within the TOWN.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereafter set forth, TOWN and CONTRACTOR agree as follows:

1. **TERM:** Notwithstanding any reservation of rights described herein, the term of this Agreement grants CONTRACTOR the exclusive right and obligation to collect residential garbage, trash, vegetation, recyclable materials and construction debris within the corporate limits of the TOWN stated for period of five (5) years, commencing on October 1, 2013 and ending September 30, 2018. Additionally, the Town anticipates providing itself the sole and exclusive option to negotiate the agreement for additional one (1) year terms. For years two (2) through five (5) of the contract, TOWN anticipates the Contractor may increase the rate based on the annual Consumer Price Index (June to June, All Urban Consumers-US all Items 1982-84=100). However, under no circumstance does TOWN anticipate the increase to exceed 3%.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the CONTRACTOR to undertake any conduct which is contrary to federal, state or local law.

- A. **TOWN** shall mean the Town of Loxahatchee Groves
- B. **Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.
- D. **Business Days** shall mean Monday through Saturday.
- E. **Collection** shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Material is removed and transported to a Designated Facility.
- F. **Commercial Recycling Collection Service** shall mean the Collection of Recyclable Materials by the CONTRACTOR for entities within the Service Area that are not serviced by Residential Recycling Collection Service.
- G. **Commercial Solid Waste** shall include any Garbage, Bulk Trash, Trash, or Vegetative Waste that is not Residential Solid Waste. Substantial effort shall be made not to commingle Garbage, Trash, or Bulk Trash with Vegetative Waste.
- H. **Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- I. **Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- J. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

- K. **Container** shall mean and include any container designed or intended for an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the CONTRACTOR's equipment supplied by the CONTRACTOR and approved by the TOWN. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- L. **Containerized Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from Dwelling Units in the Service Area that requires the use of Containers for the collection of Recyclable Materials and which also receive Residential Collection Service for solid waste, and the delivery of those Recyclable Materials to the Materials Recycling Facility.
- M. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units, whose Garbage, Trash, Bulk Trash, or Vegetative Waste is collected by means of a standard receptacle compatible with the CONTRACTOR's equipment provided by CONTRACTOR and not by means of a garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.
- N. **Contract** shall mean this Agreement.
- O. **CONTRACTOR** shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.
- P. **Contract Administrator** shall mean the TOWN Manager or designee, who shall act as the TOWN's representative during the term of this Agreement.
- Q. **County** shall mean Palm Beach County.
- R. **Curbside Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste and other Dwelling Units as are designated by the TOWN, and the delivery to a Materials Recycling Facility.
- S. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units whose Garbage is collected by means of a Garbage Can at curbside or roadway.
- T. **Designated Facility** shall mean a Palm Beach County Solid Waste Authority owned disposal, processing, recovery, recycling, or transfer facility, or another facility if specifically designated in writing by the Contract Administrator or designee, pursuant to the Interlocal Agreement Palm Beach County Solid Waste Authority which was part of the Bid.

- U. **Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- V. **Fiscal Year** shall mean the period between October 1 of a given year and September 30 of the following year during this Contract.
- W. **Garbage** shall mean 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. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.
- X. **Garbage Can** shall mean 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). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.
- Y. **Hazardous Waste** shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- Z. **Hotel or Motel** shall mean 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 days or less. "Transient" has the meaning as defined in Chapter 509, Florida Statutes, as may be amended from time to time.
- AA. **Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.
- BB. **Materials Recovery Facility (MRF)** shall mean any facilities operated or managed by, for, or on behalf of the Palm Beach County Solid Waste Authority,

for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the Contract Administrator or designee, in writing, as set forth in the Interlocal Agreement between the TOWN and Palm Beach County Solid Waste Authority included as part of the Bid.

- CC. **Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- DD. **Peak Times** shall mean the period between November 1 of a given year and April 30 of the following year, unless otherwise specified by the TOWN.
- EE. **Public Awareness Program** shall mean that program developed by the TOWN to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by the Town through the Contract. It shall also mean information concerning level of service and changes in scope of service.
- FF. **Recyclable Materials** shall mean those materials designated in writing by the Town to the Contractor which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated by the Palm Beach County Solid Waste Authority are newspapers (including inserts); magazines; catalogs; phone books; aluminum cans, foil, and pans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans. The Town reserves the right to designate Mixed Paper as a recyclable material at any time during the term of this Contract upon written notice to the Contractor at no additional cost.
- GG. **Recycling Containers** shall mean bins as supplied by the Palm Beach County Solid Waste Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area.
- HH. **Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- II. **Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.

- JJ. **Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- KK. **Roll-off Collection Service** shall mean the Collection of C&D only roll-off containers or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source for the purpose of recycling the C&D material only provided they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor.
- LL. **Service Area** shall mean the Town of Loxahatchee Groves.
- MM. **Sludge** shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- NN. **Solid Waste Town Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County, unless otherwise directed by the Contract Administrator in writing.
- OO. **Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.
- PP. **Special Waste** shall include automobiles, boats, internal combustion engines, non- automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Bio hazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- QQ. **Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- RR. **Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes,

but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

SS. **Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

3. **SERVICES PROVIDED BY CONTRACTOR:** The CONTRACTOR shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the CONTRACTOR. The TOWN or its designee will be responsible for the billing and collection of payments for the mandatory Residential Solid Waste Collection Service and Residential Recycling Collection Service.

(a) The CONTRACTOR shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the CONTRACTOR. The CONTRACTOR shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the TOWN or its designee.

(b) Roll-off Collection Services shall be exclusive to the CONTRACTOR. Notwithstanding any other provision of this Agreement, collection of waste contained in roll-off containers in the Service Area is exclusive to the Contractor.

(c) No other person or entity except the CONTRACTOR may offer or provide Residential Solid Waste Collection Service, Residential Recycling Collection Service, or Commercial Solid Waste Collection Service in the Service Area.

(d) Both the TOWN and the CONTRACTOR hereby acknowledge and agree that the TOWN has the option to make adjustments to the Scope of Services as it deems necessary.

(e) The TOWN agrees to assist the CONTRACTOR in taking timely action against any entity violating the provisions of this Section 3.

(f) The CONTRACTOR shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Town, or through the solicitation

efforts of the CONTRACTOR. However, Commercial Recycling Collection Services are not exclusive to the CONTRACTOR in the Service Area.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

A. Curbside Residential Solid Waste and Vegetative Waste Collection Services:
The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated.

1. **Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Vegetative Waste shall be properly containerized in Garbage Cans or otherwise prepared for collection. Vegetative Waste shall be separated from Residential Solid Waste.
2. All Curbside Residential Solid Waste Collection Service, except for permitted holidays, shall be provided twice per week, unless options of service (as described in **RESIDENTIAL COLLECTION** herein) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 2:00 p.m. on the following Monday. Vegetative Waste must be placed at an accessible pick-up location similar to the Garbage Can. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, CONTRACTOR shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately.
3. Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings, and other like structures or debris generated by major remodeling/construction projects. C&D may include, but is not limited to, drywall, lumber, fencing, roofing material, concrete blocks, and paneling. Collection of C&D shall be limited to no more than two (2) cubic yards per collection per dwelling unit. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than fifty (50) pounds per container. In the event Bulk Trash contains Chlorofluorocarbons (CFCs), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFCs into the atmosphere, to the Palm Beach County Solid Waste Authority landfill, the Belle Glade transfer station, or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.
4. Every effort shall be made to have the Vegetative Waste service day on the first day of the two scheduled route days. Each container shall not exceed fifty (50) pounds in weight or fifty (50) gallons in capacity. Branches shall

not exceed six (6) feet in length or fifty (50) pounds in weight. There is no length limitation on palm fronds. Christmas trees shall not exceed eight (8) feet in length or fifty (50) pounds in weight.

5. **Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the TOWN Manager or designee. Collection shall under normal circumstances take place on Wednesday and Saturday each week.
6. **Routes and Schedules:** The CONTRACTOR shall provide the TOWN Manager or designee in a format acceptable, the schedules for all Collection routes and keep such information current at all times. If CONTRACTOR desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the TOWN Manager or designee not less than sixty (60) days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.
7. **Accessibility:** The edge of all Residential Solid Waste and Vegetative Waste to be collected Curbside must be placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the CONTRACTOR that will provide a safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, the edge of all Residential Solid Waste and Vegetative Waste to be collected shall be within two (2) feet of the sidewalk. In the event there is no other accessible location available to customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees, or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. CONTRACTOR may request, in writing, to have Contract Administrator or his designee meet with them to determine alternate Collection location. Contract Administrator's decision of suitable location shall be final. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Town, the County, or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is certified by the Contract Administrator, or the residential structure is located in such a manner as to provide non-accessibility to the CONTRACTOR's crew or vehicle, an

alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. Vegetative Waste must continue to be placed curbside. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up. The Contractor Administrator's decision as to a suitable location shall be final. If the resident requests Special Services, such as back door service, these services shall be billed directly to customer by Contractor in accordance with the approved rate schedule, attached hereto and incorporated into this Agreement as **Exhibit "C."** In the event that a Special Service request is not listed in **Exhibit C**, such charges shall then be established through negotiations between the CONTRACTOR and the customer. In the event the customer and the CONTRACTOR cannot reach an agreement on the cost, the Contract Administrator shall determine the cost.

B. Containerized Residential Solid Waste Collection Services: The CONTRACTOR shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. Commercial Container rental rates, terms, and provisions contained in the Agreement shall also apply to Containers rented for residential service. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer (as long as the average is two times per week on an annual basis). The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the CONTRACTOR and the residential complex in accordance with this Agreement. In case of an unresolved dispute, the Contract Administrator shall resolve such issue. The CONTRACTOR shall be paid the appropriate containerized unit collection rate in accordance with the approved rate schedule identified in **Exhibit C**. Any service requested by the residential complex above three (3) times per week or greater than the two (2) times per week annual average, with the exception of Bulk Trash collection, shall also be paid in accordance with the "commercial solid waste collection" rates in **Exhibit C**. The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator. In the event Bulk Trash contains Chlorofluorocarbons, (CFCs), the CONTRACTOR shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFCs into the atmosphere, to the Palm Beach County Solid Waste Authority landfill, the Belle Glade transfer station, or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

1. Conditions and Frequency of Service: A minimum of once a week service is required of all customers, or such other minimum frequency as provided by

law. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical Containers may be utilized. 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 Solid Waste need be placed outside the Container.

The CONTRACTOR shall provide Containers at the approved rental rates as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. All Residential Solid Waste shall be placed in a Container or Garbage Can. Vegetative Waste shall not be commingled with Garbage. Where Garbage Cans are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the CONTRACTOR and the customer. Any Container or Compactor damaged by the CONTRACTOR shall be repaired or replaced by the CONTRACTOR within five (5) Business Days. All Containers and Compactors provided by the CONTRACTOR shall be in good condition. In the event a Compactor, which is provided by a source other than the CONTRACTOR, is damaged or in need of repair, CONTRACTOR shall provide front load Containers, within 24 hours of notification, sufficient to provide uninterrupted service to customer until Compactor is repaired or replaced. CONTRACTOR may charge customer for any Container rental in accordance with rates set forth in the approved rate schedule set forth in **Exhibit C**. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, CONTRACTOR shall provide front load Containers within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The CONTRACTOR shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition. The CONTRACTOR shall replace any Container reported as in poor condition by the customer within five (5) Business Days.

2. **Method of Collection:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the CONTRACTOR and the customer.
3. **Service Interruption:** CONTRACTOR may not stop service to residential containerized customer for non-payment of fees for Container rental or special services without notification by certified letter to Contract Administrator or his designee and customer at which time Contract Administrator shall have five (5) Business Days to investigate and respond.

C. **Commercial Solid Waste Collection Service:** The CONTRACTOR shall collect and dispose of all Commercial Solid Waste in the Service Area, except Special Waste. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor container shall have the ability to receive service on an on-call basis provided roll-off Compactor is free from leaks or spillage. There shall be no odor at any time disseminating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the TOWN proves the roll-off Compactor violates any of the above criteria, Contract Administrator will determine the frequency of service. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical Containers maybe utilized (e.g., Garbage Can(s)). If the commercial customer generates less than one (1) cubic yard per week and uses a Garbage Can, the commercial customer shall be charged the monthly Residential Curbside Solid Waste Collection rate, as set out in the approved rate schedule in **Exhibit C**. The size of the Container and the frequency 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. Storage capacity shall be suitable for the amount of waste generated by the customer. The CONTRACTOR shall provide Containers as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the CONTRACTOR's equipment. In the event the CONTRACTOR provides the Container, the Container shall be in good condition. All Commercial Solid Waste shall be placed in a Container, Compactor, or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the CONTRACTOR and the customer. Any Container or Compactor damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days.

Compactors may be obtained by customers from any source provided that such 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 waste without spillage.

All Containers and Compactors provided by the CONTRACTOR shall be in good condition, painted, and neatly labeled with the CONTRACTOR's name, phone number and size of Container. In the event a Compactor, which is

provided by a source other than the Contractor, is damaged or in need of repair, CONTRACTOR shall provide front load Containers, within 24 hours of notification, sufficient to provide uninterrupted service to customer until Compactor is repaired or replaced.

CONTRACTOR may charge customer in accordance only with rates set forth in **Exhibit C**.

In the event a Compactor, which is provided by the CONTRACTOR, is damaged or in need of repair, CONTRACTOR shall provide front load Containers within 24 hours of notification sufficient to provide uninterrupted service until Compactor is repaired or replaced. CONTRACTOR may charge customer for collection and disposal only in accordance with rates set forth in **Exhibit C**.

2. **Method of Collection:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the CONTRACTOR and the customer. Permanent roll-off and Compactor containers must be collected within 24 hours of customer request.
3. **Level, Type and Disclosure of Rates for Commercial Collection and Other Services:**
 - a. **Commercial Collection Service:** The CONTRACTOR shall only charge rates as set out in **Exhibit C** or as otherwise allowed by this Agreement. A written Agreement between the CONTRACTOR and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The CONTRACTOR may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The terms and conditions of such Agreement shall be in compliance with all provisions of this Agreement and the term shall not extend beyond the term of this Agreement as stated in Section 1. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an Agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in **Exhibit C**. The CONTRACTOR will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, special service fees and Container rental charges except as otherwise provided in this Agreement.
 - b. **Disclosure:** By October 1 of each year of this Agreement, the CONTRACTOR shall provide the customer an annual disclosure

statement which may be placed either directly on the billing statement generated by CONTRACTOR's billing system or on a separate cover letter included with the billing statement. CONTRACTOR shall send a commercial customer list to the TOWN as well as a master copy of the disclosure statement which includes the following language:

“REGULATION BY THE TOWN OF LOXAHATCHEE GROVES”

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement are regulated by the Town of Loxahatchee Groves. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Town Clerk at 561-793-2418.

“COMMERCIAL COLLECTION CONTAINERS”

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the rental rate as approved by the Town. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at the cost of the Contractor.

“SPECIAL SERVICES”

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the “RATES FOR SERVICES” disclosure statement. The maximum for these special service rates are fixed by the Town of Loxahatchee Groves. A copy of these rates can be obtained from the Contractor or the Town Clerk.

The “RATES FOR SERVICES” statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recycling, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid

wastes and recycling collection service. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. **Method of Payment:** The TOWN or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. Payments from the TOWN to the CONTRACTOR will be due and paid no later than the tenth (10th) day of the month following service. The initial collection rate per unit per month shall be as set out in the approved rate schedule set forth in **Exhibit C**.
- E. **Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within fifty (50) yards of residential uses shall be considered residential collection and shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. **Routes and Schedules:** The CONTRACTOR shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

If CONTRACTOR desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Contract Administrator not less than sixty (60) days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

The Contract Administrator shall review requested route change(s) and approve or deny requests, in writing, within ten (10) Business Days. Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, CONTRACTOR shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the TOWN. Notification of day changes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the CONTRACTOR at no cost to the TOWN and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. CONTRACTOR shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

5. **RECYCLING COLLECTION SERVICE:** The Contractor shall provide Residential and Commercial Recycling Collection Service to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area. The TOWN or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The CONTRACTOR shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the TOWN or its designee.

A. **Curbside Residential Recycling Collection Services** will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The CONTRACTOR shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the TOWN, on a scheduled route basis which shall coincide with one of the two regularly scheduled solid waste collection pick-up days.

Recyclable Materials shall not be commingled with other Residential Solid Waste. CONTRACTOR's collection personnel shall not knowingly collect Recyclable Materials and place in a solid waste collection vehicle or Garbage Can. Recyclable Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recyclable Material. Recycling vehicle shall contain signage designating vehicle as such and include the TOWN's toll-free new bin telephone number. Commingling of solid waste with Recyclable Materials shall be subject to fines as set forth in this Agreement.

2. **Accessibility for and Manner of Curbside Recycling Collection:** All Recyclable Materials to be collected shall be in a Recycling Container, with the exception of cardboard and/or paper bag, and shall be placed within six (6) feet of the curb; paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the CONTRACTOR that will provide a safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. The CONTRACTOR must collect as many Recycling Containers, bags, bundles, or flattened cardboard, as the customer sets out. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. Where the resident is physically unable to deliver Recyclable Materials to curbside and this is certified by the Contract Administrator, or when the Dwelling Unit is located in such a manner as to provide non-accessibility to the CONTRACTOR's crew or vehicle, an alternative location may be arranged between the customer and the CONTRACTOR at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up.

3. Recycling Containers: The CONTRACTOR shall ensure distribution of Recycling Containers as supplied by the Palm Beach County Solid Waste Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the TOWN. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service. CONTRACTOR shall deliver Recycling Containers within five (5) Business Days as requested by the customer or the TOWN.

B. Containerized Residential Recycling Collection Service will be governed by the following terms and conditions:

1. Conditions and Frequency of Service: The CONTRACTOR shall provide this service to Dwelling Units as are designated by the TOWN that are located in the Service Area. This service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week service as necessary during Peak Times of the year.

Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the CONTRACTOR within five (5) Business Days. Any Container or Recycling Container needing replacement, as requested by the customer or the TOWN, shall be replaced within five (5) Business Days

2. Accessibility and Schedule for Containerized Residential Recycling Collection: All Recyclable Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recyclable Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple residential complex or development being serviced) and by the CONTRACTOR that will provide a safe and efficient accessibility to the CONTRACTOR's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pickup.

C. Commercial Recycling Collection Service: The CONTRACTOR shall provide Commercial Recycling Collection Services on behalf of the TOWN for any business in the Service Area where the TOWN has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

1. Conditions and Frequency of Service: The CONTRACTOR shall provide Commercial Recycling Collection Services to all businesses or commercial

entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recyclable Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recyclable Materials generated by the customer. The CONTRACTOR shall provide Containers as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the CONTRACTOR's equipment. Compactors may be obtained by customers from any source provided that such 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 waste without spillage. All Commercial Recyclable Materials shall be placed in a Container, Compactor, or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the CONTRACTOR's name, phone number and size of Container.

Recyclable Material shall not be commingled with other solid waste. CONTRACTOR's collection personnel shall not knowingly collect Recyclable Materials and place in a solid waste collection vehicle. Recyclable Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recyclable Material. Commingling of solid waste with Recyclable Materials shall be subject to fines as set forth in this Agreement. Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the CONTRACTOR and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days.

- 2. Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** A written Agreement between the CONTRACTOR and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The terms and conditions of such Agreement shall be in compliance with all provisions of this Agreement and the term shall not extend beyond the term of this Agreement as stated in Section 1. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator,

or his designee, at the election of the customer and CONTRACTOR may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the “TOTAL RATE” to be charged within the approved rate limits contained in the approved rate schedule in **Exhibit C**. The CONTRACTOR shall be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement. The written agreement between the Contractor and the customer shall be as specified in Section 4.C.3.b of this Agreement. In the event the customer cancels a contract with the CONTRACTOR for Commercial Recycling Collection Services, the Contractor is not obligated to provide Commercial Recycling Collections at the rates set forth in **Exhibit C**. Upon cancellation, the CONTRACTOR shall provide a written explanation, as provided by the TOWN, of this policy. The CONTRACTOR shall allow the Customer three (3) days to rescind the cancellation after the written notification is provided.

3. Ownership: Notwithstanding any other provision of this Agreement, a commercial generator of Recyclable Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a person or entity engaged in the business of recycling, whether for profit or nonprofit, from accepting and transporting commercially generated, source separated Recyclable Materials from such commercial generator, provided however, that such activities are subject to applicable state and local public health and safety laws, and provided that the transporter must report such information to the TOWN as may be necessary for the documentation of state recycling or reduction goals.

D. Method of Payment: The TOWN or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service. Payments from the TOWN to the CONTRACTOR will be due and paid no later than the tenth (10th) day of the month following service. The initial collection rate per unit per month shall be as set out in **Exhibit C**. This rate shall be adjusted in subsequent years in accordance with Section 1. The CONTRACTOR shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in **Exhibit C**. The rate set out in **Exhibit C** shall be adjusted in subsequent years in accordance with the terms of Section 1 herein. The CONTRACTOR may be asked to bill the TOWN or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in **Exhibit C**, as determined by the Contract Administrator.

E. Hours of Collection: Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Dwelling Units receiving Containerized Residential Recycling Collection Service and nonresidential collection sites located within 150 yards of

residential uses shall be considered residential collection and shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

- F. **Routes and Schedules:** The CONTRACTOR shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all collection routes and keep such information current at all times.

In the event a change in the current Residential Recycling Collection routes is desired that will alter the day of pick-up, the Contractor shall notify the Contract Administrator, in writing, not less than sixty (60) days prior to desired change. The Contract Administrator shall review requested route change(s) and approve or deny request within ten (10) Business Days. Contract Administrator's decision shall be final. In the event a requested route change is approved by the Contract Administrator, the CONTRACTOR shall notify the customer(s) affected in writing, or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the TOWN. Notification of day changes for Curbside Residential customers shall be by door hanger unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Town and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. CONTRACTOR shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution. Notification includes any day changes, approved by the Contract Administrator, to the customer prior to the beginning of this Agreement on October 1, 2013.

- G. **Replacement of Recycling Containers for Residential Dwelling Units:**

1. The CONTRACTOR will replace at his expense any Container or Recycling Container damaged through the fault or negligence of the CONTRACTOR or its employees. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Palm Beach County Solid Waste Authority. The CONTRACTOR shall replace the Recycling Container within five (5) Business Days of request by the customer or the TOWN.
2. The Palm Beach County Solid Waste Authority, at its expense, will supply to the CONTRACTOR, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Palm Beach County Solid Waste Authority and lost or damaged by the occupant of a Dwelling Unit. The CONTRACTOR shall replace the Recycling Container or Containers within five (5) Business Days of the request by the customer or the TOWN.

3. The CONTRACTOR shall promptly deliver replacement Recycling Containers, or Containers damaged by its employees, or when notified by the Contract Administrator, or his designee, or the occupant of a Dwelling Unit where a Recycling Container or Container is damaged or missing, and shall monthly report all such replacements to the TOWN. The CONTRACTOR shall also promptly deliver Recycling Containers or Containers as requested by the TOWN on behalf of the residential customers for the purpose of excess Recyclable Materials or for new residential customers within five (5) Business Days of the request by the customer or the TOWN.

H. **Manner of Collection:** The Contractor shall collect Recyclable Materials with as little disturbance as possible and shall leave the Recycling Container or Container housing Recyclable Materials at the same point it was collected. To be eligible for Curbside Residential Recycling Collection Service, Recyclable Materials must be put in a Recycling Container, or other acceptable Container, and placed at the usual accessible pick-up location for Curbside Residential Solid Waste Collection. All Recyclable Materials set out by the customer that meet these criteria shall be collected. In the event the customer places solid waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recyclable Materials and leave the solid waste in the Recycling Container(s) or Container(s). The CONTRACTOR must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the CONTRACTOR by the TOWN.

I. **Material Recycling Facility:** The CONTRACTOR shall deliver all Recyclable Materials collected from the Service Area to the Solid Waste Authority MRF or facility designated, in writing, by the Contract Administrator.

J. **Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the TOWN, it may be necessary to modify the scope of Recyclable Materials that will be included in Recycling Collection Service. Should this occur, the TOWN and the CONTRACTOR agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

6. CHARGES, RATES AND LEVEL OF SERVICES:

A. **Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services, the charges shall be initially based on the rates established in **Exhibit C**, and as subsequently adjusted pursuant to this Agreement. The CONTRACTOR may receive an annual adjustment in the Residential Solid Waste Collection Service, Commercial Recycling Collection Service, Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates in accordance with the terms set forth in this Agreement.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the TOWN Council. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the TOWN and the CONTRACTOR.

B. Town's Obligation- Billing, Collection, Payments:

1. The TOWN will be responsible for the billing and collection of payments for those units included in the TOWN's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The TOWN shall make monthly payments in arrears to the CONTRACTOR for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The CONTRACTOR shall be entitled to payment for services rendered irrespective of whether or not the TOWN collects from customers for such service. Payments from the TOWN to the CONTRACTOR will be due and paid no later than the tenth (10th) day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the CONTRACTOR under the anticipated terms of this Agreement, the TOWN shall provide to the CONTRACTOR the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the TOWN shall provide to the CONTRACTOR a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the TOWN shall promptly notify the CONTRACTOR of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the TOWN's Fiscal Year will be added to the customer service list and payment will be paid by the TOWN to the CONTRACTOR in the CONTRACTOR's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the TOWN to the CONTRACTOR for units added by Certificate of Occupancy are paid no later than the tenth (10th) day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the CONTRACTOR on or before October 1.

2. In the event the CONTRACTOR provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the TOWN, the CONTRACTOR must provide a written list of such Dwelling Units to the Contract Administrator within ninety (90) days receipt of the assessment roll. Upon receipt of such written list by the TOWN, the Contract Administrator

will verify the customer address and that service to the unit is proper within thirty (30) days, and if proper, shall remit monthly payments to the CONTRACTOR for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the TOWN has not received notification within ninety (90) days by the CONTRACTOR, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the TOWN reserves the right to correct any errors of omission or commission per the laws and rules that govern the TOWN. In the event the TOWN pays the CONTRACTOR for a residential unit in error for whatever reason, the CONTRACTOR shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the CONTRACTOR's payment to correct the error.

- C. **Solid Waste Disposal Costs:** Collection service costs and solid waste disposal costs shall be treated separately for the solid waste Collection services being provided pursuant to this Contract. The Contractor's payments for Collection are set out in Exhibit II. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit II. Residential disposal costs will be part of the special assessment billed by the Palm Beach County Solid Waste Authority to the Town. The Town will assign to the Contractor the disposal credits for each of the residential units as calculated in Exhibit II. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. These credits are set by special assessment by Palm Beach County.

- D. **Extraordinary Rate Adjustment:** The Contractor may petition the Town at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Town may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Town may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Town.

- 7. **HOLIDAYS:** The CONTRACTOR shall not be required to collect Commercial Solid Waste, Commercial Recycling, Residential Solid Waste, Vegetative Waste, and Residential Recyclable Material or maintain office hours on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recyclable Material, and Vegetative Waste not collected on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. The CONTRACTOR shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except

Thanksgiving Day and Christmas Day, the CONTRACTOR shall provide for operations personnel to accept calls from the TOWN and the CONTRACTOR's customers.

8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in **Exhibit C**. In the event the requested special service is not included within **Exhibit C**, the CONTRACTOR may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The CONTRACTOR shall be responsible for billing and collection of payment for all Special Services.
9. **PUBLIC AWARENESS PROGRAM:** The CONTRACTOR shall assist the TOWN with the Public Awareness Program by distributing door hangers, stickers, flyers, or other medium to residential and commercial customers as requested by the TOWN. Additionally it is the CONTRACTOR's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recyclable Material or solid waste as specified within this Contract to the TOWN. The Commercial Recycling customer will also be notified, by the TOWN through the CONTRACTOR, about special commercial recycling events, workshops, educational forums, symposiums, and other activities, as needed. TOWN personnel are available to assist the CONTRACTOR's marketing staff in expanding commercial marketing service.
10. **MANNER OF COLLECTION:** The CONTRACTOR shall collect Residential Solid Waste, Vegetative Waste and Recyclable Materials and Commercial Solid Waste, Recycling, and Vegetative Waste with as little disturbance as possible and shall leave any receptacle at the same point that it was collected. Any Container or Recycling Container, with the exception of Garbage Cans, damaged by the CONTRACTOR will be replaced by the CONTRACTOR within five (5) Business Days at no cost to the customer, unless otherwise provided within this Agreement. Garbage Cans shall be replaced within three (3) Business Days. The replacement must be similar in style, material, quality and capacity. Throwing of any Garbage Can, Container, or Recycling Container is prohibited. The CONTRACTOR shall neatly re-place the Container, Recycling Container, and Garbage Can to the point of collection.
11. **PERSONNEL OF THE CONTRACTOR:**
 - A. The CONTRACTOR shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
 - B. Supervisory personnel must be present on all of TOWN's routes to direct operations in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with CONTRACTOR's name and office telephone number.

- C. CONTRACTOR shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation only with prior notification to and consent from the TOWN.
 - D. The CONTRACTOR shall keep all contact information provided to the TOWN current at all times.
 - E. The CONTRACTOR's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations.
 - F. Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
 - G. The CONTRACTOR's name and office telephone number shall be properly displayed on all solid waste and recycling collection vehicles and Containers provided by the CONTRACTOR. All vehicles utilized for the collection of Recyclable Material shall be clearly identified for that purpose.
 - H. The CONTRACTOR shall provide operating and safety training for all personnel.
 - I. The CONTRACTOR's employees shall treat all customers in a polite and courteous manner.
 - J. The CONTRACTOR shall provide emergency contact name(s), office, home, and cellular telephone numbers and, if applicable, email address for all key personnel.
 - K. In the event of a dispute between a customer and the CONTRACTOR, key personnel of the CONTRACTOR shall be made available to meet with Contract Administrator or his designee as requested by the TOWN.
 - L. Any employee of the CONTRACTOR who removes or diverts solid waste or Recyclable Material without authorization shall be prohibited from providing solid waste or Recyclable Materials collection services under this Agreement. The CONTRACTOR shall immediately notify the TOWN of any scavenging activity that comes to the CONTRACTOR's attention.
- 12. SPILLAGE:** The CONTRACTOR shall not litter or cause any spillage to occur upon the premises, roadway, or the right-of-way wherein the collection shall occur. During hauling, all solid waste, Vegetative Waste and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the CONTRACTOR, for any reason or source, the CONTRACTOR shall clean up all spillage and leakage at no cost to the TOWN or the customer within two (2) Business Days unless otherwise specified within this Agreement.

- 13. SOLID WASTE AND MATERIAL RECOVERY FACILITIES:** All Residential Solid Waste, Commercial Solid Waste, Vegetative Waste and Recyclable Material shall be hauled to a Designated Facility. For the TOWN, the CONTRACTOR is free to use any suitable Designated Facility. In the event that a load of Commercial Collection Recyclable Materials delivered to the designated facility contains more than ten percent (10%) by volume of the total load of solid waste, trash, or commingled within a load of paper products, the Solid Waste Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load. The CONTRACTOR may pass this cost through to a commercial customer in the event that the CONTRACTOR can prove that the customer caused the contamination to the satisfaction of the customer. It is the responsibility of the CONTRACTOR to notify the TOWN of any customer who has repeatedly contaminated the Recyclable Materials.
- 14. COLLECTION EQUIPMENT:** The CONTRACTOR shall have on hand at all times and in good working order such equipment as shall permit the CONTRACTOR to adequately and efficiently perform the contractual duties specified in this Agreement. Collection equipment utilized in this Agreement shall be not more than five (5) years old upon commencement of this Agreement. Upon execution of this Agreement and semi-annually thereafter, the CONTRACTOR shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the CONTRACTOR to provide services relating to this Agreement. Solid waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the TOWN unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recycling Materials collection equipment shall be of a dual compartment type one (1) compartment for paper products; one (1) compartment for other Recyclable Material), separate trucks or other equipment that meets industry standards and is approved by the Contract Administrator, and must be compatible for unloading at the designated MRF or transfer station. In the event a compacting vehicle is used for the collection of Recyclable Materials, compaction pressure may not exceed fifty (50) pounds per square inch for the commingled non-paper Recyclable Materials to avoid glass breakage. Equipment utilized for the collection of Recyclable Materials shall be clearly identified for that purpose. The CONTRACTOR shall have available reserve equipment which can be put into service 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. CONTRACTOR shall notify the Contract Administrator or his designee by phone within two (2) hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the CONTRACTOR must provide lightweight equipment to service these roads.
- 15. VEGETATIVE WASTE:** All Vegetative Waste from normal and customary yard clean up, shall be collected separately from Residential Solid Waste, Commercial Solid Waste, and Recyclable Materials. All grass clippings, leaves, pine needles, or other similar loose waste shall be bagged or containerized and not exceed fifty (50) pounds in weight or fifty (50) gallons in capacity, otherwise, Vegetative Waste must be no more than six (6) feet in

length, with the exception of palm fronds and Christmas trees, and under fifty (50) pounds per piece and placed neatly at the curb. The CONTRACTOR must sweep the street clean and rake up any remnants of vegetation remaining following any Vegetative waste not collected on the regular scheduled Collection day. CONTRACTOR is not required to collect debris generated by land clearing activity which includes but is not limited to stumps, tree trunks, and logs.

- 16. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE, AND SLUDGE:** The CONTRACTOR shall not be required to collect and dispose of Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state, and local laws and regulations.
- 17. OFFICE AND EQUIPMENT YARD:** The CONTRACTOR shall establish and maintain a local County office or such other facility through which it can be contacted, where service may be applied for, and complaints can be addressed. It shall be equipped with sufficient telephones with local telephone numbers, and shall have at least one (1) responsible person in charge during collection hours and shall be open during collection hours. CONTRACTOR's office shall also be equipped with sufficient telephones, with no less than two (2) phone lines, and computers able to receive e-mail, and shall be open during normal business hours and shall have a customer service representative to provide phone coverage from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of Thanksgiving Day and Christmas Day. The CONTRACTOR shall provide an e-mail address, a fax machine with a dedicated fax line, and computer to receive complaints from the TOWN. The CONTRACTOR shall provide for the ability to receive complaints through electronic media (e-mail). CONTRACTOR must have a dedicated computer with internet access to receive, process, and respond to such communication in the same timely manner as when fax communication was utilized. The CONTRACTOR shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The CONTRACTOR shall provide a contact person for the TOWN to reach during all non-office hours. The contact person must have the ability to authorize CONTRACTOR operation in the case of TOWN direction or situations requiring immediate attention. An equipment yard must be maintained within Palm Beach County for the term of this Agreement. CONTRACTOR may establish an equipment yard within Palm Beach County or utilize a yard located outside Palm Beach County provided it will increase efficiency of operations within their Service Area. Failure to maintain an equipment yard may result in the termination of this Agreement. Equipment yard means a real property location that shall be utilized by the CONTRACTOR for the storage and keeping of all equipment needed by the CONTRACTOR to provide all services under this Agreement in the Service Area.
- 18. COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the CONTRACTOR by telephone, computer, or electronic media not less than twice daily where it shall be recorded on a

complaint log by the CONTRACTOR. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the CONTRACTOR. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the CONTRACTOR no later than the next regular working day.

When the Contract Administrator or designated individual notifies the CONTRACTOR of a complaint, the CONTRACTOR shall take the appropriate steps that may be necessary to resolve the complaint by 3:00 p.m. on the next Business Day after its receipt. If a complaint cannot be resolved by 3:00 p.m. on the next Business Day following scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of complaint.

Non-conforming solid waste, Recycling, and Vegetation not properly tagged by the CONTRACTOR shall be collected by Contractor by 3:00 p.m. on the next Business Day following scheduled Collection day. Complaints of sloppy service provided by CONTRACTOR, including, but not limited to solid waste, Recyclable Materials, or Vegetative Waste being left in the roadway or Garbage Cans not being returned to point of collection on scheduled Collection day shall be resolved by 5:00p.m. on the same day.

The CONTRACTOR shall investigate and provide the Contract Administrator or designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the CONTRACTOR's employees, agent, or sub-contractors within twenty-four (24) hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the CONTRACTOR fails to provide a written explanation of disposition of such complaints within twenty-four (24) hours of receipt, determination of responsibility shall be in favor of customer and CONTRACTOR shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Garbage Containers, which shall be repaired or replaced within three (3) Business Days. On an annual basis CONTRACTOR shall replace a minimum number of garbage Containers per Service Area as set forth in the Annual Garbage Can Replacement Minimum Requirements, attached hereto and incorporated herein as **Exhibit "D."** Container shall be similar in size and style as that which was reported as damaged or missing and shall be replaced to the satisfaction of the customer within three (3) Business Days. Once the minimum number of Container(s) replacements as set forth in **Exhibit D** has been met, CONTRACTOR shall be responsible for replacing any additional Container(s) determined to be damaged or missing through negligence of CONTRACTOR's personnel (including agents, employees or subcontractors) however CONTRACTOR shall not be required to replace garbage Container(s) which exhibit signs of normal wear and tear. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.

19. **QUALITY OF PERFORMANCE OF CONTRACTOR:** It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the Contract

Administrator, or its designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of Section 15 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 5:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. All TOWN residents shall be notified that all TOWN resident complaints must be made to the TOWN directly in order to be effectively monitored. Accordingly, the TOWN shall provide a telephone number and/or email address notifying TOWN residents for the purpose of directing and steering TOWN residents to comply with the complaint mechanism set forth herein. CONTRACTOR shall provide this information to TOWN residents and TOWN businesses as provided in the “**PUBLIC AWARENESS PROGRAM**” identified in Section 2-EE and Section 9 of this Agreement.

(a) In the event CONTRACTOR receives legitimate complaints from TOWN, its residents, or owners of residential units in TOWN, which exceed two percent (2%) of all of the total Residential Solid Waste Collection Service customers of the CONTRACTOR during any Contract year, or one-half of one percent (0.5%) of the total Residential Solid Waste Collection Service customers of the CONTRACTOR within the Service Area, during any one calendar month, the Contract Administrator or designee may levy administrative charges of one hundred dollars (\$100) per incident for those actions related to service as listed below:

- (1) Commingling solid waste with recyclable materials;
- (2) Failure to clean up spillage caused by CONTRACTOR;
- (3) Failure to replace Containers, Garbage Cans, Recycling Containers, or Recycling Bins in designated location, not closing Can or Container lids and not the closing gate, crossing planted areas, or similar violations;
- (4) Missing designated stops;
- (5) Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department;
- (6) Failure to repair damage of Customer property;
- (7) Throwing of Garbage Cans or Recycling Containers; or
- (8) Missing solid waste and/or recyclable materials on a designated pick-up day.

(b) The Contract Administrator may also levy administrative charges of one hundred dollars (\$100) per day incident without regard to the percentage of customer complaints, including:

- (1) Failure to maintain or provide 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 Agreement;
- (4) Failure to maintain and/or submit to TOWN all documents and reports required under provisions of this Agreement;
- (5) Failure to properly cover materials in CONTRACTOR’s vehicles or containers, if applicable;

- (6) Failure to replace damaged Containers or Garbage Cans within three (3) Business Days (i.e., rust, holes, broken lids and wheels, etc.);
 - (7) Not providing schedule and route maps;
 - (8) Failure to display CONTRACTOR's name and/or phone numbers on its collection vehicles;
 - (9) Failure to comply with the hours of operation and/or collection as required by this Agreement;
 - (10) Using improper truck to service commercial or residential customer;
 - (11) Collection employees out of uniform;
 - (12) Failure to submit disclosure notice to either customer or Contract Administrator;
 - (13) Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Town, for the purpose of tracking and verifying countywide recycling activity;
 - (14) Failure to collect Recyclable Materials, solid waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
 - (15) Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
 - (16) Failure to place a contamination sticker in Recycling Containers, as necessary;
 - (17) Failure to replace or provide curbside garbage Container(s) within three (3) Business Days or Recycling Container(s) within five (5) Business Days;
 - (18) Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within five (5) Business Days;
 - (19) Failure to repair or replace Garbage Can or mailbox within three (3) Business Days; or
 - (20) Failure to replace Garbage Cans, Containers, and Recycling Containers to the point of collection.
 - (21) Failure to have supervisory personnel present on all of TOWN's routes.
- (c) For failure or neglect to complete each route on the regularly-scheduled pick-up day shall be five hundred dollars (\$500) per route for each day when the route is not completed.
- (d) Changing routes without proper notification shall result in a fine of one thousand dollars (\$1,000) per incident.
- (e) Failure to deliver any Residential or Commercial Solid Waste or Recyclable Materials to the Designated Disposal Facility, other appropriate facility, or Materials Recycling Facility shall result in the following penalties administered by TOWN:
- (1) First offense: one thousand dollars (\$1,000)
 - (2) Second offense: two thousand five hundred dollars (\$2,500)
 - (3) Third offense: termination of contract
- (f) For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the CONTRACTOR. In the event the

CONTRACTOR fails to repair damages as a result of the CONTRACTOR's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the CONTRACTOR and the TOWN in writing of the charges assessed and the basis for each assessment. In the event the CONTRACTOR wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the TOWN Council and present its defense to such assessment. At the sole discretion of the TOWN, Contract Administrator may secure the services of an alternate CONTRACTOR to provide collection services in the event CONTRACTOR fails or is unable to provide collection services as defined herein for a period that exceeds forty eight (48) hours after normally scheduled service. The cost to provide such "emergency service" by an alternate CONTRACTOR shall be paid by the TOWN and such cost deducted from defaulting CONTRACTOR's next payment.

(g) The TOWN shall notify the Contractor in writing of any action taken with respect to CONTRACTOR's claims and the decision of the TOWN will be final.

(h) Filing of Requested Information and Documents:

(1) In addition to any other requirements of this Agreement, the CONTRACTOR shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste collection and recycling collection services that is requested by the TOWN. The results of all recycling activity conducted by the CONTRACTOR in the Service Areas during each month, whether residential or commercial, shall be reported accurately to the TOWN, in a format and with such dates as specified by the TOWN, on or before the tenth (10th) day of the following month.

(2) The CONTRACTOR shall file and keep current with the TOWN all documents and reports required by this Agreement. By September first (1st) of each year this Agreement is in effect, the CONTRACTOR shall ensure and certify to the TOWN that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedules and maps, driver's license certifications, and list of collection equipment vehicles, are current and on file with the TOWN.

20. NATURAL DISASTERS: In the event of a hurricane, tornado, major storm, or other natural disaster, the CONTRACTOR's sole responsibility shall be to reestablish regular routes and schedules for the collection of solid waste, Recycling, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of solid waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the CONTRACTOR, unless negotiated under a separated contract. Under a separate Agreement, the TOWN shall procure collection and disposal services for debris generated by a natural disaster. The CONTRACTOR agrees to provide full cooperation with

the TOWN and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.

21. **UNCONTROLLABLE CIRCUMSTANCES:** Neither the TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing Party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **PERMITS AND LICENSES:** The CONTRACTOR shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the TOWN within ten (10) Business Days of the change.

23. **PERFORMANCE BOND:** The CONTRACTOR shall furnish to the TOWN a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with the Bid requirements set forth in Ordinance 2008-09, Section D.2(b), which was part of the Bid. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the TOWN. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the TOWN Attorney and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the TOWN as obligee and it shall provide that bond(s) shall not be canceled, limited, or non-renewed until after thirty (30) days' notice has been given to the TOWN. Current performance bonds evidencing required coverage must be in force and on file at the TOWN at all times. The performance bond equation is identified in the Bid and is the same equation and formulary that is identified with the Palm Beach County Solid Waste Authority contracts for like services in Palm Beach County.

24. **EMPLOYEE WAGES AND BENEFITS:** The CONTRACTOR shall comply with all applicable Local, State, and Federal laws relating to wages, hours, overtime, and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The CONTRACTOR shall provide, at a minimum, one week paid vacation leave, one week paid sick leave, and paid holiday leave. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The CONTRACTOR shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

25. **INSURANCE:** The following insurance must be obtained prior to the commencement of this Agreement. All insurance policies required above shall be issued by companies

authorized to do business under the laws of the State of Florida, be rated no less than “A” as to management, and no less than “Class X” as to financial strength, by the latest edition of Best’s Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

- A. Workers’ Compensation Insurance: Workers’ Compensation coverage must be maintained in accordance with Florida statutory requirements (Chapter 440, Florida Statutes).
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.
- D. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Policy(ies) shall be endorsed to show the TOWN, a political subdivision of the State of Florida, as an additional insured as its interests may appear, and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days’ written notice has been given to the TOWN. Current certificates of insurance evidencing required coverage must be on file with the TOWN at all times. CONTRACTOR expressly understands and agrees that any insurance protection furnished by CONTRACTOR shall in no way limit its responsibility to indemnify and save harmless TOWN under the provisions of Section 23 of this Agreement.
- E. If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.
- F. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the TOWN shall: (1) Suspend the Agreement until such time as the new or renewed certificates are received by the TOWN in the manner prescribed in the Invitation to Bid; (2) the TOWN may, at its sole discretion, terminate the Agreement for cause and seek re-procurement damages from the CONTRACTOR in conjunction with the violation of the terms and conditions of the Agreement.

26. INDEMNIFICATION: (a) CONTRACTOR shall indemnify, defend and hold harmless the TOWN and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities collectively referred to as “Liabilities”) by reason of any injury to or death of any person or damage to or destruction or loss of any property

arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default, or negligence (whether active or passive) of CONTRACTOR or its employees, agents, or subcontractors, regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the CONTRACTOR to comply with any of the provisions in the Agreement or the failure of the CONTRACTOR to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Agreement. CONTRACTOR expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the CONTRACTOR's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

(b) CONTRACTOR further agrees to indemnify, defend, and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to CONTRACTOR's performance under the Agreement, compliance with which is left by the CONTRACTOR, and (ii) any and all claims, and/or suits for labor and materials furnished by the CONTRACTOR or utilized in the performance of the Agreement or otherwise.

(c) Where not specifically prohibited by law, CONTRACTOR further specifically agrees to indemnify, defend, and hold harmless the Indemnitees from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Agreement which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnitees. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

- 27. ACCESS AND AUDITS:** The CONTRACTOR shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services during the Fiscal Year and for three (3) years following the end of each Fiscal Year of the Contract. The TOWN or its designee shall have the right to review all records maintained by the Contractor upon twenty-four (24) hours written notice.
- 28. POINT OF CONTACT:** All dealings, contacts, notices, and payments between the CONTRACTOR and the TOWN shall be directed by the CONTRACTOR to the Contract Administrator or designee.
- 29. NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

TO WASTE PRO OF FLORIDA, INC.

John Jennings, President and CEO
411 Tall Pines Road
West Palm Beach, Florida 33413
Telephone No. (561) 688-8912
Facsimile No. (561) 688-8914
Email: jjennings@wasteprousa.com

TO TOWN OF LOXAHATCHEE GROVES:

Mark Kutney, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite #2
Loxahatchee Groves, Florida 33470
Telephone: (561) 793-2418
Facsimile: (561) 793-2420
Email: mkutney@loxahatcheegroves.com

With Copy to:

Michael D. Cirullo, Jr., Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 333080
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923
Email: mcirullo@cityatty.com

Notices shall be effective when received at the address as specified above. Changes in the respective address, to which such notice is to be directed, may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

30. DEFAULT OF CONTRACTOR:

A. The TOWN may cancel this Agreement, except as otherwise provided herein, by giving CONTRACTOR thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

1. 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 or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state 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, 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 cancellation 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 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 perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the TOWN pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by TOWN 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 CONTRACTOR of written demand from TOWN to do so, 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 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).
- B. However, notwithstanding anything contained herein to the contrary, in the event of the failure of CONTRACTOR to provide collection service for a period of two (2) consecutive scheduled Business Days, the TOWN may secure the CONTRACTOR's billing records (at the request of the TOWN, the CONTRACTOR shall immediately provide such records). On the third Business Day, in order to provide interim Contract collection services, the TOWN may hire an alternate service provider until such time as the matter is resolved, and the CONTRACTOR is again able to perform pursuant to this Agreement; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the TOWN under this Agreement to the CONTRACTOR shall cease and this Agreement may be deemed immediately terminated by the TOWN. The cost to provide interim

Contract collection service shall be at the CONTRACTOR's expense, paid by the TOWN and deducted from CONTRACTOR's payment(s).

- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that CONTRACTOR's record of performance shows that 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 CONTRACTOR, in the opinion of TOWN and regardless of whether CONTRACTOR has corrected each individual condition of default, 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 TOWN shall thereupon issue CONTRACTOR final warning citing the circumstances therefore, and any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, TOWN may terminate this Agreement upon the giving of written Final Notice to CONTRACTOR, such cancellation to be effective upon the fifteenth (15th) consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and CONTRACTOR shall have no further rights hereunder. Immediately upon receipt of said Final Notice, CONTRACTOR shall proceed to cease any further performance under this Agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in TOWN's written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the TOWN under this Agreement to the CONTRACTOR shall cease, and the TOWN shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The CONTRACTOR, for failure to perform, shall reimburse the TOWN all direct and indirect costs of providing interim collection service.

- 31. **PUBLIC WELFARE:** The TOWN shall have the power to make changes in or to impose new and reasonable rules and regulations on the CONTRACTOR under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to the CONTRACTOR's representative. The TOWN shall give the CONTRACTOR reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be liberally construed to include, but not limited to,

the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR. The CONTRACTOR shall be reasonably and appropriately compensated as determined by good faith negotiation and the execution of a written amendment to this Agreement between the TOWN and the CONTRACTOR for any additional services or other obligations required of the CONTRACTOR due to any modification in the Agreement under this Section.

32. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the TOWN at any time to require performance by the CONTRACTOR of any provisions hereof shall in no way affect the right of the TOWN thereafter to enforce the same. Nor shall waiver by the TOWN of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
33. **TITLE TO WASTE:** The TOWN shall, at all times, hold title and ownership to all Commercial and Residential Solid Waste, Vegetative Waste, Trash, Recyclable Material and all other waste collected by the CONTRACTOR pursuant to this Agreement and the CONTRACTOR shall have no right to take, keep, process, alter, remove, or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
34. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in State Circuit Court in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.
35. **COMPLIANCE WITH LAWS:** The CONTRACTOR shall conduct operations under this Agreement in compliance with all applicable laws.
36. **SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
37. **ASSIGNMENT AND SUBLETTING:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the CONTRACTOR without the express written consent of the TOWN, following approval by the TOWN Council. The TOWN shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the CONTRACTOR. Any assignment of this Agreement made by the CONTRACTOR without the express written consent of the TOWN shall be null and void and shall be grounds for the TOWN to declare a default of

this Agreement and immediately terminate this Agreement by giving written notice to the CONTRACTOR, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the TOWN under this Agreement to the CONTRACTOR shall cease, and shall be free to negotiate with other CONTRACTORS or any other person or company for the service of the area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the CONTRACTOR.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% stock or financial interest of another person, corporation or company.

38. **MODIFICATION:** This Agreement 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. Such modification shall be in the form of a written Amendment approved by the TOWN Council, and executed by both Parties.
39. **INDEPENDENCE OF AGREEMENT:** 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 between the parties hereto, or as constituting the CONTRACTOR as the agent, representative or employee of the TOWN for any purpose whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
40. **ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Contract due to incorporation will be as provided by section 165.061, Florida Statutes, as amended, or its successor.
41. **CHANGE OF LAW:** The Parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state, or local, 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 Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the Parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

42. **PUBLIC ENTITY CRIMES:** No CONTRACTOR may be a person or affiliate identified on the Department of General Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The CONTRACTOR is required to comply with section 287.133, Florida Statutes, as amended, or its successor.
43. **SUBSTANTIAL COMPLIANCE:** The CONTRACTOR shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator.
44. **COMPETENCY TO CONTRACT:** The CONTRACTOR expressly recognizes, acknowledges, and agrees the Town of Loxahatchee Groves is a Florida municipal corporation, governed by the Laws of the State of Florida. Furthermore, the CONTRACTOR expressly admits, acknowledges, and recognizes the TOWN’s jurisdiction and ability to enter into collection agreements in Palm Beach County. The CONTRACTOR hereby waives any legal causes of action regarding the TOWN’s competency and/or ability to enter into solid waste collection agreements.
45. **COMMUNITY SERVICE:** The CONTRACTOR shall provide no less than one (1) roll-off Container, or a Front Load Container for placement and collection for items collected for the TOWN’s community clean-up events. CONTRACTOR shall provide container(s) for this service four (4) times each year for the community clean-ups. These services shall be at no cost to the TOWN, and the hauling and disposal will be at the cost of the CONTRACTOR.

The CONTRACTOR will provide to the TOWN the services to remove illegally dumped trash within the TOWN’s municipal boundaries. The CONTRACTOR will remove up to 100 cubic yards per year of illegally dumped trash for the TOWN “Free of Charge” (\$0.00). These services may be provided by Roll-off container, Front Load Container, or Rear load vehicle. The type of removal will be determined by mutual agreement between the Contract Administrator and the CONTRACTOR. If the TOWN needs more than the (100) yards of illegally dumped trash removal in a current calendar year than the charges for services is the TOWN will pay for the disposal fees and one-half (1/2) of the contracted Roll-off rate, or regular Front Load Container charges, or the estimated charges for the use of the Rear Load vehicle. The charges, ways, and mean will be determined and agreed upon by the Contract Administrator and the CONTRACTOR.

46. **AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.**

- A. **AUDITS.** TOWN shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Such retention of such records and

documents shall be at CONTRACTOR's expense. CONTRACTOR shall comply with inspection and reproduction obligations of Florida law relating to public records in its possession. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

B. COMPLIANCE WITH FLORIDA'S PUBLIC RECORDS ACT. (1) Pursuant to section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the service; (b) provide the public with access to such public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (d) CONTRACTOR shall meet all requirements for retaining public records and transfer to the TOWN, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. (2) CONTRACTOR shall preserve and maintain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by the TOWN of the need to extend the retention period. (3) All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the agency.

C. GENERALLY. In addition, CONTRACTOR shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, CONTRACTOR shall provide a complete copy of all working papers to TOWN, prior to final payment, in accordance with this Agreement and the Schedule for CONTRACTOR's services.

47. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony

from CONTRACTOR and, any, if applicable, subcontractors and lower tier subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, failure of CONTRACTOR or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. CONTRACTOR shall be responsible for all costs incurred by it or the TOWN as a result of any investigation by the Inspector General which results in an adverse determination caused by CONTRACTOR, and if applicable, subcontractors and lower tier subcontractors.

48. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement incorporates and includes the Bid, CONTRACTOR's Response, all prior negotiations, 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 Agreement 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.
49. **MULTIPLE ORIGINALS:** This Agreement may be fully executed in multiple copies by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
50. **AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER.** Pursuant to the Bid and its Response, CONTRACTOR shall adhere to an affirmative action policy. In the performance of this Agreement, CONTRACTOR shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.
51. **CONFLICTS.** CONTRACTOR and TOWN hereby agree that the following Contract Documents are fully incorporated herein and made a part of this Agreement, as if written herein word for word: TOWN's Bid No. 2013-002 including all addendums (Exhibit "A"), and CONTRACTOR's Response to the Bid as Exhibit "B". In the event that there is any conflict between any of the contract documents and the terms of this Agreement, this Agreement shall prevail.
52. **ATTORNEYS' FEES.** In the event that either Party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs in addition to any other remedy afforded by law.
53. **EXHIBITS.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
54. **HEADINGS.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
55. **DRAFTING.** This Agreement has been negotiated and drafted by all Parties hereto and

shall not be more strictly construed against any Party because of such Party's preparation of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have affixed their hands and seals this day and year first above written.

TOWN OF LOXAHATCHEE GROVES,
a Florida Municipal Corporation

ATTEST:

By: _____
MAYOR DAVID BROWNING

Town Clerk

APPROVED AS TO FORM:

Town Attorney

WASTE PRO OF FLORIDA, INC.

By: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,
2013, by _____ in their capacity as _____
for Waste Pro of Florida, Inc.

NOTARY PUBLIC

_____ Personally Known OR
_____ Produced Identification
Type of Identification Produced

EXHIBIT "A"
THE BID

**EXHIBIT “B”
CONTRACTOR’S RESPONSE**

EXHIBIT “C”
APPROVED RATE SCHEDULE

EXHIBIT “D”
ANNUAL GARBAGE CAN REPLACEMENT MINIMUM REQUIREMENTS

H:_GOV CLIENTS\LOX 1574_070240 GM\AGMTS 2013\Solid Waste & Recycling Collection\Waste Pro Agmt with Town (revised after Waste Pro review) 081213.docx



Addendum #1

BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTION SERVICES

**14579 Southern Boulevard
Suite 2
Loxahatchee Groves, FL 33470**



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BID NO. 2013-002

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9. Check List

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11. Exhibits

- Exhibit “A” – Ordinance No. 2008-09 Procurement Ordinance
- Exhibit “B” – Interlocal Local Ageement with Palm Beach County Solid Waste Authority – Re: Designed SWA Facility
- Exhibit “C” – Solid Waste and Recycling Collection Franchise Agreement – Waste Pro of Florida

INVITATION TO BID

**BID NO. 2013-002
SOLID WASTE AND RECYCLING COLLECTION SERVICES**

The Town of Loxahatchee Groves, Florida (TOWN) invites sealed bids for the above services. Current Franchise Agreement expires September 30, 2013.

The Town of Loxahatchee Groves (TOWN) requests interested parties to submit sealed bids to provide Solid Waste and Recycling Collection Services. Hard copies of Bid Specifications will be available Monday through Friday, 9:00 AM to 4:00 PM at the Town Hall Offices at the address noted below.

Sealed bids will be received by the Town of Loxahatchee Groves, Town Clerk's Office located at 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470 for the following:

BID NO: 2013-002

BID TITLE: Solid Waste and Recycling Collection Services

BID SUBMISSION DEADLINE: June 26, 2013 at 2:00 PM

BID OPENING WILL OCCUR IMMEDIATELY FOLLOWING THE BID SUBMISSION DEADLINE.

One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be submitted to the Town or your Bid may be disqualified.

This Bid Proposal is available at www.onvia.com, or can be downloaded at the Town's website at: www.loxahatcheegrovesfl.gov.

There will be one (1) MANDATORY PRE-BID conference. The conference will be on Wednesday, June 12, 2013 at 11:00 a.m. at the Central Palm Beach County Chamber of Commerce-West Office located at 13901 Southern Boulevard, Loxahatchee Groves, Florida 33470.

All potential bidders shall attend the mandatory pre-bid conference. All potential bidders must remain in attendance until the conclusion of the conference. The purpose of this mandatory pre-bid conference is to explain the method of selection, to provide an overview of the service requirements and to solicit comments. Potential bidders that do not attend the conference shall be disqualified from continuing in the competition and the TOWN will not accept bids from such disqualified bidders.

Bids from bidders who attended the pre-bid conference must be received by the Town at its Town Hall Office not later than 2:00 p.m. on June 26, 2013.

To be placed on the Bidders' List or for additional information, please contact Dennise Rodriguez, Office Coordinator at (561)793-2418 or drodriguez@loxahatcheegrovesfl.gov.



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTION SERVICES

These documents constitute the complete set of bid terms, conditions, specifications and forms. It is the sole responsibility of the bidder to insure that all pages of these documents are included. Bidders are advised to closely examine this package. All questions and communications concerning this procurement process shall be directed in writing to Dennise D. Rodriguez, Office Coordinator, 14579 Southern Blvd., Suite 2, Loxahatchee Groves, FL 33470, or via electronic mail to: [drodriguez@loxahatcheegrovesfl.gov](mailto:droduiguez@loxahatcheegrovesfl.gov), or by facsimile to (561) 793-2420.

Should revisions to the bid become necessary, the Town of Loxahatchee Groves (TOWN) will issue a written addendum. All addenda must be acknowledged. Your bid may be rejected as non-responsive if you have failed to submit a bid with an addendum acknowledgement for all addenda. The Addenda may be downloaded from the Town's website at www.loxahatcheegrovesfl.gov.

It is the bidders sole responsibility to contact the Town no less than five (5) calendar days prior to the bid opening date to ascertain whether any addenda have been issued. Failure of the bidder to make this inquiry could result in its bid response being non-responsive in the event addenda were issued and not acknowledged by the bidders on the Addendum Acknowledgment Form and submitted as part of the bid documents. No addendum will be issued later than five (5) calendar days prior to the date for receipt of bids except an addendum withdrawing the bid or one that includes postponement of the date for receipt of bids.

All bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your bid may be disqualified. **Bidders will be allowed to submit a one (1) flash drive in lieu of the one (1) electronic (DVD) copy.** The face of the the main sealed envelope shall contain bidder's name and return address, date and time of Bid opening, bid number and title. Bids not submitted on the enclosed bid forms shall be rejected.

By submitting a bid, the bidder agrees to be subject to all terms and condition specified herein. No exceptions to the terms and conditions shall be allowed. Submittal of a bid in response to this Invitation to Bid constitutes an offer by the bidder which offer may not be withdrawn except as may be provided for herein. Bids which do not comply with these requirements may be rejected at the option of the TOWN. The selected awardee is hereby placed on notice that acceptance of this bid by the Town Council of the TOWN shall constitute a binding contract.

Anti-Collusion: By signing the Bid Form, bidder certifies that bidder has not divulged, discussed, or compared this bid with other bidders and has not colluded with any other bidder or parties to a bid. Any violation of this provision will result in the cancellation and/or return of bidder's materials (as applicable) and the removal of bidder from the Bid list(s).

Execution of Bid: Bid must contain an original signature, in ink, of an authorized representative who has the legal ability to bind the Bidder in contractual obligations. Bid must be typed or legibly

printed in ink. Use of erasable ink is not permitted. All corrections made to any part of the Bid must be initialed in ink.

1. **BID DEADLINE:** Bids are due in Town Hall Offices, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, on the date and at the time specified in the Invitation to Bid. The Bid time must be and shall be scrupulously observed. It is the Bidder's sole responsibility to assure that its Bid is complete and delivered at the proper time and place of the Bid deadline. Bids which for any reason are not so delivered will not be considered. Such Bids will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Bid may not be altered by the Bidder after the Bid deadline.

2. **PROCUREMENT SCHEDULE:** A summary schedule of the major activities associated with the TOWN'S procurement process for this Invitation to Bid is presented in the following Table. The TOWN at its sole discretion, may modify the schedule as it deems appropriate. The TOWN will provide notification of any changes in association with submittal dates by written addenda in accordance with the General Terms and Conditions.

**TABLE SCHEDULED
BID 2013-002**

NO		DATE
1	Issue Invitation to Bid (ITB)	June 3, 2013
2	Mandatory Pre-Bid Conference	June 12, 2013
3	Last Date for TOWN to receive inquiries	June 14, 2013
4	Issue Addendum # 1	June 18, 2013
5	Bid Deadline – 2:00 PM – Town Hall Offices Bid Opening - 2:30 PM – Palms West Chamber of Commerce	June 26, 2013
6	Selection Committee Meeting	June 28, 2013
7	Town Council – Ratification of Bid	July 2, 2013
8	Town Council – Award of Contract	July 16, 2013
9	Service Commencement	October 1, 2013

3. **TAXES:** The TOWN is exempt from Federal Excise and State Sales taxes. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN nor shall any Vendor/Contractor be authorized to use the TOWN Tax Exemption Number in securing such materials.

4. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
5. **MISTAKES:** Bidders are expected to carefully examine the specifications, bid prices, extensions and all instructions pertaining to this bid. **Failure to do so will be at Bidder's Risk.** In the event of mathematical error(s) the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. **Bids having erasures or corrections must be initialed in ink by the Bidder. Failure to do so will result in reject of Bid.**
6. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the Bidder with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the Bidder's authorized signature on the Bid Form attests to this.
7. **INTERPRETATIONS:** All Bidders shall carefully examine the Invitation to Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN in writing prior to the Bid deadline; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the documents shall be requested **in writing and received** by the TOWN by **June 14, 2013. Inquiries shall be addressed to the Town Manager.** No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral explanations or instructions given by any TOWN agent before the Bid deadline are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the TOWN or any other person. Any interpretation of, or changes to, the Bid will be made in the form of a written Addendum to the Bid.
8. **CONFLICT OF INTEREST:** All Bidders must disclose within the Bid the name of any officer, director, agent or any relative of an officer, director or agent who is also an employee of the TOWN'S management staff. Further, all Bidders must disclose the name of any TOWN'S management staff employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its subsidiaries.
9. **LEGAL REQUIREMENTS:** Bidders are required to comply with all provisions of the Federal, State, County, and local laws and ordinances, rules and regulations and any TOWN rules, that are applicable to the items being Bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute a cognizant defense against the legal effect thereof.
10. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor

or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 11. AWARDS:** This Bid shall be awarded only to responsive and responsible Bidders, qualified to provide the services specified. As the best interest of the TOWN may require, the right is reserved to make award(s) by individual item, group of items, "ALL or NONE", or any combination thereof; to award to one or more vendors; to reject any or all Bids; to waive any minor irregularity in Bids received; and, at the TOWN's sole discretion, to request a re-Bid. Notwithstanding the above reservation of rights, the TOWN anticipates making only one award.

Therefore, Bidders shall Bid on all line items for the Service Area, and on the one award option entitled "Total Annual – If awarded All Service" included in each of the Bid Form Options 1, 1-A, 2, 2-A, 3, and 3-A. Bidders are cautioned to make no assumptions until the TOWN has entered into a contract.

- 12. TERM.** Notwithstanding the above reservation of rights as noted in Item 11. AWARDS, the TOWN anticipates granting the Contractor the exclusive right and obligation to collect residential garbage, trash, vegetation, recyclable materials and construction debris within the corporate limits of the Town stated for period of five (5) years, commencing on October 1, 2013 and ending September 30, 2018. Additionally, the Town anticipates providing itself the sole and exclusive option to negotiate the agreement for additional one (1) year terms. For years two (2) through five (5) of the contract, TOWN anticipates the Contractor may increase the rate based on the annual consumer price index (June to June, All Urban Consumers-US all Items 1982-84=100). However, under no circumstance does TOWN anticipate the increase to exceed 3%.

- 13. UNUSUAL CHANGES OR COSTS.** The Contractor may petition the Town at any time during the term of this Agreement for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the Town Manager, designee to support the need for the rate adjustment. The Town may request from the Contractor, and the Contractor shall provide such further information as may be reasonably necessary in making its determination. Upon receipt of the necessary information, the request for rate adjustment shall be placed on the Town Council's agenda for action.

- 14. ANTI-DISCRIMINATION:** The TOWN is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination. The successful Bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression.

- 15. CONTRACTUAL AGREEMENT:** The terms, conditions, and provision in this Invitation to Bid shall be included and incorporated into any final contract. The order of precedence will be the Franchise Agreement, Invitation to Bid, and general law. Any and all legal

action necessary to enforce a contract will be interpreted according to the laws of Florida. The venue of any legal action related to this contract shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

16. ADVERTISING: In submitting a Bid, Bidder agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level authority within the TOWN.

17. FACILITIES: The TOWN reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder. Award recipient will be required to maintain an office in Palm Beach County in accordance with the requirements of a Franchise Agreement.

18. DISQUALIFICATION OF BIDDER: Any of the following causes is considered sufficient to disqualify a Bidder and reject Bidder's proposal:

- Interest by the same person in more than one proposal.
- Collusion among or between Bidders. The Bidder, by affixing his signature to the Bid Form, and by executing a Non-collusive affidavit, declares that the Bid is made without any previous understanding, contract, or connection with any Town official or persons, firms, or corporations making a Bid on the same items and without any outside control, collusion or fraud. By signing the Bid, the Bidder further declares that no Town Council member, other Town officer, or employee of TOWN's management staff directly or indirectly owns any interest in the bidding entity, nor will directly or indirectly benefit from the profits or any fees associated with this contract.
- Unbalanced proposals; that is proposals in which the price bid is out of all proportion to the other bids received.
- Lack of responsibility on the part of the Bidders. (For example, no Bidder would be considered responsible who had failed to satisfactorily carry out any previous contract with the Town).
- Lack of experience or capital on the part of the Bidder. Evidence of experience, ability, financial standing and machinery available may be required of any Bidder.
- Substantial evidence of bad character or dishonesty.
- Lack of current applicable certification and/or license for the purpose of performing the specified work.
- History of unsuccessful claims asserted by Bidder against public entities in the State of Florida, such as to establish a trend of improperly asserted claims.
- Any other cause which, as a matter of law renders the bid non-responsive or non-responsible.
- More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
- Reasonable grounds for believing that a Bidder is involved in more than one Bid for the same work will be cause for rejection of all Bids in which such Bidders are believed to be involved.
- Reasonable grounds for believing that Bidders, who are planning a merger or are in the process of merging with or acquiring other Bidders, are not submitted bona fide or

uncompromised Bids will be sufficient cause for rejection for all Bids in which such Bidders are believed to be involved.

- Any and all compromised Bids will be rejected if there is reason to believe that collusion exists between Bidders.

19. GOVERNMENTAL RESTRICTION: In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the Bidder to notify the TOWN at once. The TOWN reserves the right to accept the alteration or to cancel the contract at no expense to the TOWN.

20. PUBLIC RECORDS: Upon award recommendation any material submitted in response to this Invitation to Bid will become a “public record” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes (Public Record Law), as amended. Bidders must claim the applicable exemptions to disclosure provided by this law in their response to the Invitation to Bid by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make any final determination of the applicability of the Public Records Law.

21. DRUG-FREE WORK PLACE: Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and services are received by the TOWN for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

22. FUNDING: The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose.

23. PERFORMANCE DURING EMERGENCY: By submitting a bid, Bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the TOWN shall be given “first priority” for all services under this contract. Bidder agrees to provide all services to TOWN during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.

24. PAYMENT: The TOWN or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.

25. INDEPENDENT CONTRACTOR RELATIONSHIP: The successful Bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful Bidder’s sole direction, supervision, and control. The successful Bidder shall exercise control over the means and manner in which it and its employees perform the work and in all respects, the successful Bidder’s relationship,

and the relationship of its employees, to the TOWN shall be that of any Independent Contractor and not as employees or agents of the TOWN.

26. PRE-BID CONFERENCE: There will be one MANDATORY Pre-Bid conference. The conference will be held on Wednesday, June 12, 2013 at 11:00 PM in the Central Palm Beach County Chamber of Commerce-West Office at 13901 Southern Boulevard, Loxahatchee Groves, FL 33470.

All potential Bidders must attend the mandatory pre-bid conference. All potential bidders must remain in attendance until the conclusion of the conference. The purpose of this mandatory pre-bid conference is to explain the method of selection, to provide overview of the service requirements, and to solicit comments. Potential Bidders that do not attend the conference shall be disqualified from continuing in the competition and the TOWN will not accept Bids from such disqualified Bidders.

27. BID BOND/SECURITY: Each Bid must be accompanied by a Certified Cashier's Check or Surety Company Bid Bond in the amount of 2.5% of the highest amount **bid by Bidder as identified in each of the Bid Forms as "Total Annual - If Awarded all Services Option" and included in each of the Bid Forms Options 1, 1-A, 2, 2-A, 3, and 3-A. (See Town of Loxahatchee Groves Procurement Ordinance No. 2008-09, specifically Section D. 2 (a) on page 9 of 23 of said Ordinance, and included as part of this Bid as Exhibit "A").**

Failure by Bidder to execute contract documents or to provide the necessary insurance and bond documents following award, as required herein and within the time frames set forth herein, with respect to the Service Area will entitle the TOWN to retain the entire Bid deposit.

In the event a Bidder declines an award for the Service Area, the TOWN is entitled to retain the entire Bid deposit.

Checks shall be made payable to the Town of Loxahatchee Groves. Unsuccessful Bidder's Bid deposit will be returned upon execution of a contract with the successful Bidder. Under no circumstances shall the successful Bidder start work until it has supplied an acceptable performance bond. If the successful Bidder fails to supply a performance bond, as specified in the Bid, the TOWN shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance. **(See Town of Loxahatchee Groves Procurement Ordinance No. 2008-09, specifically Section D. 2 (b) on page 10 of 23 of said Ordinance, and included as part of this Bid as Exhibit "A").**

28. INDEMNIFICATION: The Successful Proposer shall agree to indemnify, defend and hold harmless the TOWN and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees), liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Successful Bidder to comply with any of the requirements specified within the Contract, or the failure of the Successful Bidder to conform to statutes, ordinances, or other

regulations or requirements of any Successful Bidder expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Successful Bidder, or any of its subcontractors, if applicable and as provided above, for which the Successful Bidder's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. (See **Indemnification and Insurance included as part of this Bid under section entitled "Additional Forms"**).

- 29. INSURANCE:** Within ten (10) days after notification of award, the Successful Bidder shall Furnish Evidence of Insurance to the Town Manager. (See **Indemnification and Insurance included as part of this Bid under section entitled "Additional Forms"**).

Execution of a Contract is contingent upon of the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Bid, the Successful Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Town. If the Successful Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation to Bid, within fifteen (15) calendar days after the Successful Bidder has been made aware of Council award, the Successful Bidder may be in default of the contractual terms and may be prohibited from submitting future Bids to the TOWN.

Information regarding any insurance requirements shall be directed to Mark Kutney, Town Manager at (561) 793-2418, and via email: mkutney@loxahatcheegrovesfl.gov

Additionally, Successful Bidder may be liable to the TOWN for the cost of re-procuring the services, caused by Successful Bidders' failure to submit the require documents.

- 30. BID DEADLINE AND OPENING:** Bids are due in Town Hall Offices, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, FL 33470, by Wednesday, June 26, 2013, at 2:00 P.M. as specified in the Invitation to Bid. The Bid time must be and shall be scrupulously observed. Bids will be publicly opened at 2:30 PM, at the Central Palm Beach County Chamber of Commerce-West Office located at 13901 Southern Boulevard, Loxahatchee Groves, FL 33470.

All Bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your Bid may be disqualified. **Bidders will be allowed to submit a one (1) flash drive in lieu of the one (1) electronic (DVD) copy.**

The face of the main sealed envelope shall contain Bidder's name and return address, date and time of Bid opening, Bid number and title. Bids not submitted on the enclosed Bid Forms shall be rejected.

It is the Bidder's sole responsibility to assure that its Bid is complete and delivered at the proper time and place of the Bid deadline. Bids which for any reason are not so delivered will not be considered. Such Bids will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Bid may not be altered by the Bidder after the Bid deadline.

31. DISPOSAL COST:

Contractor shall not bill Residential Dumpster or Curbside Residential customers for disposal costs. Such costs will be part of the special assessment billed by the Town. The Contractor shall be given a disposal credit for each residential unit as calculated by the Town, and shall be paid prorated disposal costs for newly constructed residential units not included in Town's annual residential credit computation pursuant to a procedure established by the Town and Contractor. The newly constructed residential units will pay the prorated disposal costs at the time of the application for issuance of the certificate of occupancy for the newly constructed residential unit. Contractor shall pay for all solid waste disposal costs incurred for disposing of solid waste at the approved facilities. Contractor shall bill disposal charges for commercial accounts (including roll-off service) directly to the customer.

In the event disposal costs charged to the Contractor for garbage, trash, vegetation, construction debris and recyclable materials at approved sites are increased, the rate charged for the collection of the garbage, trash, and recyclable materials may be adjusted accordingly upon proof of such increase submitted by the Contractor and upon reasonable notice to the Town and to the customers. Such increase, should the Contractor elect to dispose of materials at an approved site other than that operated by the Solid Waste Authority, the Town will not increase fees for disposal costs incurred in excess of those charged by the Solid Waste Authority. The fees or compensation payable to the Contractor for each year of the term hereof shall be adjusted on October 1st of each year. (See [Interlocal Agreement with PBC Solid Waste Authority – Designated SWA Facility and included as part of this Bid as Exhibit "B"](#)).

32. SPECIAL SERVICES COST: The Contractor shall be responsible for billing and collection of payment for all Special Services with the Customer for the rate as specified in the Bid Form entitled "Special Services."

33. SUBMITTAL INSTRUCTIONS: Bidder shall make sure that all documents are signed, addenda acknowledged, and changes are initialed. All Bid Forms must be executed and submitted in sealed envelopes as instructed in the General Terms and Conditions. One (1) electronic (DVD) copy and Five (5) copies of your Bid Proposal and Bid Forms must be returned to the Town or your Bid may be disqualified. [Bidders will be allowed to submit a one \(1\) flash drive in lieu of the One \(1\) electronic \(DVD\) copy.](#)

34. COMPETENCY TO CONTRACT: The Bidder expressly recognizes, acknowledges and agrees that the Town of Loxahatchee Groves is a legal political subdivision; that is created by the Florida Legislature. Furthermore, the Bidder expressly admits, acknowledges, and recognizes the Town's jurisdiction and ability to enter into Solid Waste and Recycling Collection Services Franchise Agreements in Palm Beach County. The Bidder hereby waives any legal causes of action regarding the Town competency and/or ability to enter into Solid Waste Collection Franchise Agreements.

35. LOBBYING: Bidders are advised that the TOWN's Lobbyist Registration Policy prohibits a Bidder or anyone representing the Bidder from communicating, except in writing, with

TOWN Council members of staff authorized to act on behalf of the Town Council to award a particular contract regarding its bid, i.e., a “Cone of Silence.”

36. CONE OF SILENCE: Bidders are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between Bidders or any person representing the Bidders and any member of the Town Council, their staff, any employee authorized to act on behalf of the TOWN to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Town Council and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between Town staff and intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and Town staff or any written correspondence at any time with Town staff, Town Council members, or selection committee members, unless specifically prohibited by the applicable competitive solicitation process.

The Town Council by means of action taken at any properly noticed Town Council meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

37. OFFICE OF INSPECTOR GENERAL: Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Invitation to Bid, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors. Bidder understands and agrees that in addition to all other remedies and consequences provided by law, failure of the Bidder or its Sub-contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this contract. Bidder shall be responsible for all costs incurred by it or the Town as a result of any investigation by the Inspector General which results in an adverse determination caused by Bidder, its subcontractors or lower tier subcontractors.

DISQUALIFICATION FOR INACCURATE INFORMATION: Any Bidder, who submits in its Bid to the Town any information which is determined to be substantially inaccurate, incorrect, misleading, or exaggerated, shall be disqualified from consideration.



DEFINITIONS AND SCOPE OF SERVICES

BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTION SERVICES

DEFINITIONS

1. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units whose Garbage is collected by means of a Garbage Can at curbside or roadway.
2. **Curbside Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste and other Dwelling Units as are designated by the Town, and the delivery to a Materials Recycling Facility.
3. **Recycling Containers** shall mean bins as supplied by the Palm Beach County Solid Waste Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area.
4. **Garbage Can** shall mean 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). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.
5. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units, whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of standard receptacle compatible with the Contractor's equipment provided by Contractor and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.
6. **Container** shall mean and include any container designed for an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the Town.
7. **Designated Facility** shall mean a Palm Beach County Solid Waste Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Town Manager, or his designee. (See Interlocal Agreement with Palm Beach County Solid Waste Authority and included as part of this Bid as Exhibit "B".)
8. **Materials Recycling Facility (MRF)** shall mean any facilities operated or managed by, for or on behalf of the Palm Beach County Solid Waste Authority, for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the Town Manager, or his designee. (See Interlocal Agreement with Palm Beach County Solid Waste Authority and included as part of this Bid as Exhibit "B".)

SCOPE OF SERVICES:

A. SERVICES PROVIDED BY CONTRACTOR:

The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor. The Town or its designee will be responsible for the billing and collection of payments for the mandatory Residential Solid Waste Collection Service and Residential Recycling Collection Service.

No other person or entity except the Contractor may offer or provide Residential Solid Waste Collection Service and Recycling Collection Services in the Service Area.

Both the Town and the Contractor hereby acknowledge and agree that the TOWN has the option to make adjustments to the Scope of Services as it deems necessary.

B. CURBSIDE RESIDENTIAL SOLID WASTE AND VEGETATIVE WASTE:

All curbside residential solid waste and vegetative waste shall be properly containerized in Garbage Cans or otherwise prepared for collection. Vegetative waste shall be separated from Residential Solid Waste.

All curbside residential solid waste collection service, except for permitted holidays, shall be provided twice per week, unless options of service (**See: E. RESIDENTIAL COLLECTION SERVICES below**) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Vegetative Waste must be placed at an accessible pick-up location similar to the Garbage Can.

All curbside Vegetative Waste shall be collected separately from Residential Solid Waste and Recyclable Materials. All grass clippings, leaves, Christmas trees, pine needles or other similar loose waste shall be bagged or containerized and not exceed 50 pounds in weight, otherwise, Vegetative Waste must be no more than six (6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb and not exceed 6 cubic yards.

Every effort shall be made to have the Vegetative Waste service day on one of the two scheduled route days.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. C&D may include, but is not limited to, drywall, lumber, fencing, roofing material, concrete blocks and paneling. Collection of C&D shall be limited to no more than 2 cubic yards per collection per dwelling unit. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container.

Hours of Collection - Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Town Manager, or designee.

Routes and Schedules: The Contractor shall provide the Town Manager, or designee in a format acceptable, the schedules for all Collection routes and keep such information current at all times.

If Contractor desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Town Manager, or designee not less than 60 days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

C. CURBSIDE RESIDENTIAL RECYCLING COLLECTION SERVICES:

Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:

Conditions and Frequency of Service: The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area This service shall be provided once every week on a scheduled route basis which shall coincide with one of the two regularly scheduled solid waste collection pick-up days.

D. HOLIDAYS:

The Contractor shall not be permitted to collect Residential Solid Waste, Vegetative Waste and Residential Recyclable Material or maintain office hours on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recyclable Material and Vegetative Waste not collected on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide for operations personnel to accept calls from the Town and the Contractor's customers.

E. RESIDENTIAL COLLECTION SERVICE:

The Town is considering three (3) different service options for Residential Collection Services as outlined below. All service level options for each disposal scenario including identifying scheduled pick up day(s) shall be addressed in the same bid submittal.

Curbside Service Option 1:

- 1) Curbside Solid Waste – twice per week, collection in Garbage Cans provided by residents and limited to five (5) 50-gallon cans per pickup.

- 2) Recyclables – once per week, on same day as one of the two Solid Waste Collection days, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.

- 3) Vegetative Waste – once per week on one of the two Solid Waste Collection days and limited to 6 cubic yards per pickup.

Curbside Service Option 1-A:

- Curbside Solid Waste – one time per week, collection in Garbage Cans provided by residents and limited to five (5) 50-gallon cans per pickup.
- Recyclables – once per week, on same day as one of the two Solid Waste Collection days, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.
- Vegetative Waste – once per week on one of the two Solid Waste Collection days and limited to 6 cubic yards per pickup.

Semi-Automated Service Option 2:

- Containerized Solid Waste – twice per week, collection in any container supplied by Contractor designed for a semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment.
- Curbside Recyclables – once per week, on same day as one of the two Solid Waste Collection days, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.
- Curbside Vegetative Waste – once per week on same day as one of the two Solid Waste Collection days, and limited to 6 cubic yards per pickup.

Semi-Automated Service Option 2-A:

- Containerized Solid Waste – once per week, collection in any container supplied by Contractor designed for a semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment.
- Curbside Recyclables – once per week, on same day as Solid Waste Collection day, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.
- Curbside Vegetative Waste – once per week on the same day of Solid Waste Collection days and limited to 6 cubic yards per pickup.

Automated Service Option 3:

- Containerized Solid Waste – twice per week, collection in any container supplied by Contractor designed for an automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment.
- Curbside Recyclables – once per week, on same day as Solid Waste Collection day, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.
- Curbside Vegetative Waste – once per week on same day as one of the two of Solid Waste Collection days and limited to 6 cubic yards per pickup.

Automated Service Option 3-A:

- Containerized Solid Waste – once per week, collection in any container supplied by Contractor designed for an automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment.
- Curbside Recyclables – once per week, on same day as Solid Waste Collection day, in recycling bins as supplied by the Palm Beach County Solid Waste Authority.
- Curbside Vegetative Waste – once per week on the same day of Solid Waste Collection days and limited to 6 cubic yards per pickup.

- F. **COLLECTION EQUIPMENT.** The Contractor shall provide an adequate number of vehicles, as approved by the Town for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor. If a manual curbside service is performed Town residents will be responsible for provide garbage cans. If an automated or semi-automated service is performed, Contractor shall supply any containers designed for an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment.
- G. **QUALITY AND PERFORMANCE OF CONTRACTOR:** It is the intent to ensure that the Contractor provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the Town Manager, or his designee, and reported to the Contractor shall be promptly resolved by 5:00 p.m. on the next Business Day. Complaints shall not include customer informational requests or Recycling Container requests.
- H. **OFFICE** . The Contractor shall establish and maintain a local County office or such other facility through which it can be contacted, where service may be applied for, and complaints can be addressed. It shall be equipped with sufficient telephones with local telephone numbers, and shall have (1) responsible person in charge during collection hours and shall be open during collection hours.
- I. **BILLING, COLLECTION, PAYMENT.** On or before October 1, and before commencement of work by the Contractor uNder the terms anticipated, the TOWN shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Town shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of Contract term, the TOWN shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Town's Fiscal Year will be added to the customer service list and payment will be paid by the Town to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Town to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the Contract, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

BID FORMS



BID FORM

Special Services

Service	Rate Per Service
Rolled Out Commercial 95 or 101 Gallon container, with 10 or more feet per direction	
Rolled Out Container (and returning it to original location)	
Back Door Service (Residential Curbside Only)	
Opening (and closing) Door or Gates	
Locks for Containers	
Unlocking Containers	
Supplying (and retro lifting) locking mechanism or container	
Adding wheels to or changing wheels on containers	
Adding lids to or changing lids on containers	
Moving container location per customer request	
Changing out Sizes (above twice per year)	
Additional Schedule Pick-Ups for Residential Containerized Customers	
Special Service or special equipment required because of impaired accessibility	
Turn around compactors	

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 1				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Solid Waste - 2x/wk		Dollars (\$)	1260	\$
Recycling - 1x/wk		Dollars (\$)	1260	\$
Vegetative - 1x/wk		Dollars (\$)	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Curbside Option No 1 Bid		\$
		If awarded All Services - Total Annual Curbside Option No. 1 Bid		\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

_____ Yes such change will require a price adjustment

_____ No such change will require a price adjustment

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 1-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Curbside Solid Waste - 1x/wk		Dollars (\$)	1260	\$
Curbside Recycling - 1x/wk		Dollars (\$)	1260	\$
Curbside Vegetative - 1x/wk		Dollars (\$)	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Option No 1-A		\$
	If awarded All Services - Total Annual Option No. 1-A			\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment

No such change will require a price adjustment

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Semi-Automated Service Option No. 2				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 2x/wk		Dollars (\$)	1260	\$
Curbside Recycling - 1x/wk		Dollars (\$)	1260	\$
Curbside Vegetative - 1x/wk		Dollars (\$)	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Option No 2		\$
	If awarded All Services - Total Annual Option No. 2			\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment

No such change will require a price adjustment

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 2-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 1x/wk		Dollars (\$))	1260	\$
Curbside Recycling - 1x/wk		Dollars (\$))	1260	\$
Curbside Vegetative - 1x/wk		Dollars (\$))	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Option No 2-A		\$
	If awarded All Services - Total Annual Option No. 2-A			\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

_____ Yes such change will require a price adjustment

_____ No such change will require a price adjustment

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 2013-002

The UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Automated Service Option No. 3				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 2x/wk		Dollars (\$)	1260	\$
Curbside Recycling - 1x/wk		Dollars (\$)	1260	\$
Curbside Vegetative - 1x/wk		Dollars (\$)	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Option No 3		\$
	If awarded All Services - Total Annual Option No. 3			\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

- Yes such change will require a price adjustment
- No such change will require a price adjustment

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Automated Service Option No. 3-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 1x/wk		Dollars (\$)	1260	\$
Curbside Recycling - 1x/wk		Dollars (\$)	1260	\$
Curbside Vegetative - 1x/wk		Dollars (\$)	1260	\$
		Residential Total Monthly Cost		\$
				Multiply by 12 mths
		Total Annual Option No 3-A		\$
		If awarded All Services - Total Annual Option No. 3-A		\$

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment

No such change will require a price adjustment



BID FORMS SIGNATURE PAGE

SOLID WASTE AND RECYCLING COLLECTION SERVICE

BID NO. 2013-002

Bidder understands that the Town reserves the right to reject any and all Bids and to waive any informality in bidding.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	FAX:	Office:
	Cell/Mobile	E-Mail:



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

ADDENDUM ACKNOWLEDGEMENT FORM



ADDENDUM ACKNOWLEDGMENT FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

ADDENDUM NO.	INITIALS CONFIRMING RECEIPT

IMPORTANT: This form is to be submitted in the Bid Envelope. Failure to do so, subjects Bidder to a determination of Non- Responsiveness.

Name of Bidder: _____



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

ADDITIONAL FORMS

Certification Form (Page 1 of 4)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____

A corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20_____, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Certification Form (Page 2 of 4)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

Organized and existing under the laws of the State of _____, held on _____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20 _____, to the Town of Loxahatchee Groves and this partnership and that their execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Certification Form (Page 3 of 4)

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____

Organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Proposal dated, _____ 20____, to the Town of Loxahatchee Groves and this Joint Venture and that their execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Certification Form (Page 4 of 4)

CERTIFICATE OF AUTHORITY

(OTHER)

STATE OF _____)

COUNTY OF _____)

I _____, _____ of _____
(Signer's Name) (Title)

(Name of Entity)

An entity lawfully organized and existing under the laws of the State of _____, the following Resolution was duly passed and adopted on _____ day of _____, 2013.

"RESOLVED, that, _____, as _____ of
(Signer's Name) (Title)

(Name of Entity)

In accordance with all of its documents of governance and management and the laws of the State of

_____ is empowered and authorized on behalf of _____
(Name of Entity)

To execute the Bid Proposal dated, _____, 20____, to the Town of Loxahatchee Groves and _____ and that their execution
(Name of Entity)

Thereof, attested by the Secretary of the _____
(Name of Entity)

,and with the Official Seal affixed, shall be the official act and deed _____
(Name of Entity)

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

_____, this _____, day of _____, 2013.
(Name of Entity)

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as “**Indemnitees**”) and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney’s fees) or liabilities (collectively referred to as “**Liabilities**”) by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as “**Proposer**”), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the **Indemnitees**, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer’s liability to such employee or former employee would otherwise be limited to payments under state Workers’ Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer’s performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the **Indemnitees** from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the **Indemnitees**. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers’ Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than “A” as to management, and no less than “Class X” as to financial strength, by the latest edition of Best’s Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Indemnification and Insurance (cont.)

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: _____ Signature: _____
(Company name)

Date: _____ Print Name: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA
_____ COUNTY

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer _____

Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

____ Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative

Sworn Statement (cont.)

Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

It is the policy of **(Company Name)** to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

One of the management duties of all principals at **(Company Name)** is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, **(Company Name)** has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE: _____

(SIGNATURE/TITLE): _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

Non-Collusive Affidavit

State of _____) County of _____)

_____ Being first duly sworn deposes and says that:

(1) He/she is the _____ of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)

Submitted the attached proposal;
He/she is fully informed respecting the preparation and contents of the attached proposal and of
All pertinent circumstances respecting such proposal;
Such proposal is genuine and is not a collusive or sham proposal;
Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
Employees or parties in interest, including this affiant, have in any way colluded, conspired,
Connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a
Collusive or sham proposal in connection with the work for which the attached proposal has been
Submitted; or to refrain from bidding in connection with such work; or have in any manner,
Directly or indirectly, sought by agreement or collusion, or communication, or conference with
And Proposer, firm or person to fix the price or prices in the attached proposal or of any other
Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal
Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or
Unlawful agreement any advantage against (Recipient), or any person interested in the proposed
Work;
The price or prices quoted in the attached proposal are fair and proper and are not tainted by any
Collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other
of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
In the presence of:

By:

(printed name and title)

State of _____
County of _____
The foregoing instrument was acknowledged before me this _____ day of _____

20__ , by _____ , who is personally known to me or who has produced
_____ As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Notary Public
(Name of Notary Public: Print/Stamp)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

BID BOND/SECURITY

BID BOND / SECURITY

BID NO. 2013-002

1. Each Bid must be accompanied by a Certified Cashier's Check or Surety Company Bid Bond in the amount of 2.5% of the highest amount bid by Bidder as identified in each of the Bid Forms as "Total Annual - If Awarded all Services Option" and included in each of the Bid Forms Options 1, 1-A, 2, 2-A, 3, and 3-A by Bidder.

Failure by Bidder to execute contract documents or to provide the necessary insurance and bond documents following award, as required herein and within the time frames set forth herein, with respect to the Service Area will entitle the TOWN to retain the entire Bid deposit.

In the event a Bidder declines an award for the Service Area, the TOWN is entitled to retain the entire Bid deposit.

Checks shall be made payable to the Town of Loxahatchee Groves. Unsuccessful Bidder's Bid deposit will be returned upon execution of a contract with the successful Bidder. Under no circumstances shall the successful Bidder start work until it has supplied an acceptable performance bond. If the successful Bidder fails to supply a performance bond, as specified in the Bid, the TOWN shall be entitled to retain the Bid deposit to rectify the Bidder's unacceptable performance.

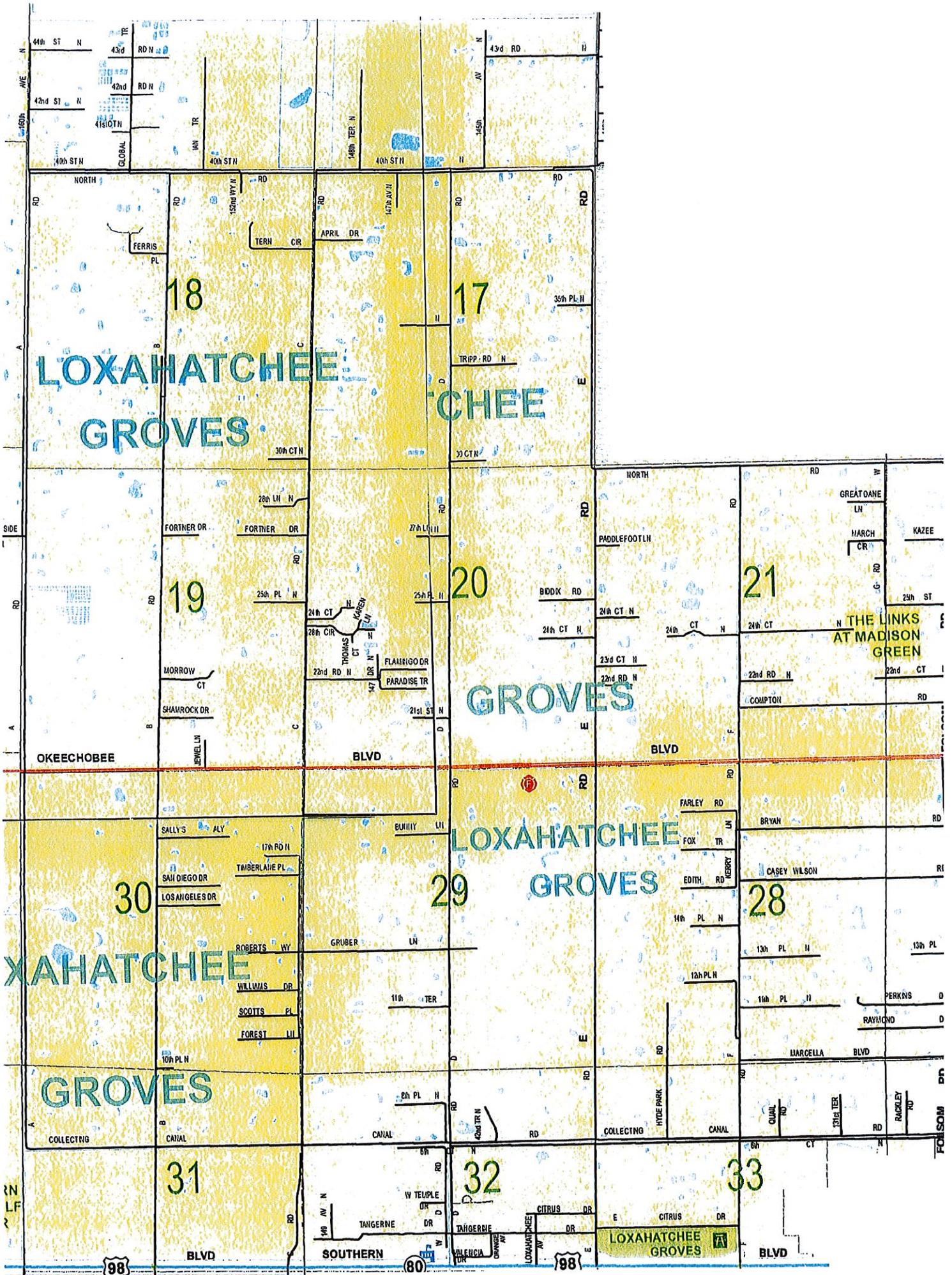
(See Town of Loxahatchee Groves Procurement Ordinance No. 2008-09 – Exhibit "A")



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

SERVICE AREA MAP



Check List

Submitted with Proposal

Special Services Rate Schedule

This form must be completed, signed and returned with Proposal YES_____

Bid Form and Bid Form Signature Pages consisting of 7 pages:

Option 1, 1-A, 2, 2-A, 3, and 3-A, and one signature page

These form must be completed, signed and returned with Proposal YES_____

Addendum Acknowledgement Form

This form must be signed and returned with Proposal YES_____

Certificate of Authority

This form must be completed, signed, and returned with Proposal YES_____

Insurance Requirements

Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal YES_____

Public Entity Crime Form

This form must be completed, signed and returned with Proposal YES_____

Affirmative Action Policy for Equal Employment Opportunity

Submit Sample YES_____

Non Collusive Affidavit

This form must be completed, signed and returned with Proposal YES_____

Drug Free Work Place (DFW) Form

This form must be completed, signed and returned with Proposal YES_____

Bid Bond/Security

Must be included with Bid YES_____

Complete Bid Proposal with all required forms and attachments. YES_____



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

CURRENT PROVIDER INFORMATION

Solid Waste and Recycling Collection Franchise Agreement with Waste Pro of Florida is provided for informational purposes only.

(See Solid Waste and Recycling Collection Franchise Agreement as included in Bid as Exhibit "C").



BID NO. 2013-002

SOLID WASTE AND RECYCLING COLLECTIONS SERVICES

EXHIBITS

EXHIBIT “A”

Ordinance No. 2008-09 Procurement Ordinance

ORDINANCE NO. 2008-09

AN ORDINANCE OF THE TOWN OF LOXAHATTCHEE GROVES, FLORIDA ENACTING A NEW SECTION OF THE TOWN OF LOXAHATTCHEE GROVES CODE OF ORDINANCES ENTITLED “BID PROCEDURES; PUBLIC FUNDS” ADOPTING PROCUREMENT REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, Town staff recommends the enactment of a new section of the Town of Loxahatchee Groves Code of Ordinances related to procurement procedures; and

WHEREAS, the Town Council deems it to be in the best interests of the citizens, residents and businesses within the Town of Loxahatchee Groves to enact a new section of the Town of Loxahatchee Groves Code of Ordinances as provided herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATTCHEE GROVES, FLORIDA THAT:

Section 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

CODING: Words in ~~strike-through~~ type are deletions from existing law;
Words in underlined type are additions.

ORDINANCE NO. 2008-09

Section 2. The Town Council of the Town of Loxahatchee Groves hereby enacts a new section of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, entitled "Bid Procedures; Public Funds", to read as follows:

BID PROCEDURES; PUBLIC FUNDS.

A. Definitions.

For the purpose of this Division of the Code, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADDENDA or ADDENDUM means written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the contract documents.

BUSINESS LOCATION means a permanent office or other site where the vendor operates, conducts, engages in, or carries on all, or a portion of, its business. A post office box shall not be sufficient to constitute a "business location".

CHANGE ORDER means changes, due to unanticipated conditions or developments, made to an executory contract, which do not substantially alter the character of the work contracted for, and which do not vary so substantially from the original specifications as to constitute a new undertaking. Such changes must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract rather than as departing therefrom. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

CHIEF PROCUREMENT OFFICER means the Town Manager, or his or her designee, who is responsible for the procurement of

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commodities and services as well as the management and disposal of commodities.

TOWN STANDARD COMMODITIES, refer to those situations where the Town has determined that a particular style, brand, make, or model is the only type that meets the Town's requirements for performance, compatibility or other salient characteristics.

COMMODITIES means personal property, including but not limited to, goods, supplies, apparatus, equipment, material and other forms of tangible personal property.

CONTRACTOR means any person or business entity having a contract with the Town.

COOPERATIVE PURCHASING refers to situations where the Town participates in joint procurement of commodities or services with other public entities within the state, in order to obtain lower prices through greater purchasing volume.

INVITATION FOR BID means a written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the Town is capable of specifically defining the scope of work for which a service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation for bid shall include instruction to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

QUOTATIONS means unsealed telephonic, facsimile or written bids for commodities or services.

REQUEST FOR LETTERS OF INTEREST means a written solicitation for offers with the title, date and hour of the submission deadline designated. A request for letters of interests shall include but is

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not limited to, general information and submission deadline. The town shall engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion.

REQUEST FOR PROPOSALS means a written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include but is not limited to general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The Town may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

REQUEST FOR QUALIFICATIONS means a written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The town may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer.

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RESPONSIBLE BIDDER, RESPONSIBLE OFFEROR, RESPONSIBLE PROPOSER means a person or business entity having the capability in all respects to perform fully the contract requirements and sufficient experience, ability, reliability, capacity, facilities, equipment, financial resources and credit to give the Town a reasonable expectation of good faith performance, determined solely within the town's discretion.

RESPONSIVE BIDDER, RESPONSIVE OFFEROR, or RESPONSIVE PROPOSER means a person who has submitted a bid, offer, or proposal that conforms in all material respects to the Invitation for Bid, Request for Letters of Interests, Request for Qualifications, or Request for Proposals, determined solely within the Town's discretion.

SERVICES means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end-product other than reports that are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

SOLE SOURCE means that the commodities or services are available from only one (1) responsible vendor.

SURPLUS PROPERTY means any personal property belonging to the town, that is capable of being used but is in excess of the normal operating requirements of the Town, or which is no longer used or which has become obsolete, worn out or scrapped.

USING AGENCY means any department, agency, commission, bureau or other unit in the town government using commodities or procuring services as provided in this Division of the Town Code of Ordinances.

B. Compliance required.

It shall be unlawful for any town officer or employee to purchase any commodities or services or make any contract within the purview of this division unless there has been compliance with the requirements of

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this division. Any purchase made or contract executed contrary to the provisions hereof shall be null and void, and the Town shall not be bound thereby.

C. Competitive Bidding or Competitive Proposals Required; Exceptions.

(1) A purchase of or contract for commodities or services that is estimated by the Chief Procurement Officer to cost more than twenty-five thousand dollars (\$25,000), shall be based on competitive bids or competitive proposals as determined by the Chief Procurement Officer, except as specifically provided herein.

(2) Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:

(a) *Emergency purchases.* In urgent cases of compelling emergency that require the immediate purchase of commodities or services, the Town Manager is empowered to waive competitive bidding or competitive proposals and authorize the Chief Procurement Officer to secure by open market procedure any commodities or services, notwithstanding the estimated cost of the commodities or services.

(b) *Professional services.* Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding or competitive proposals, are exempt from this section of the Code; however, state laws, such as the Consultants' Competitive Negotiation Act of the Florida Statutes, as may be amended from time to time, to the extent applicable, shall be followed.

(c) *Town standard, commodities, single-source and sole-source commodities or services.* Town standard, single-source and sole-source commodities or services are exempt from this section of the Code.

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(d) Disaster preparedness. Contracts for and purchases of commodities or services that are made in contemplation and preparation for and in response to the occurrence of a natural or man-made disaster or civil unrest, where time or availability rather than price is the controlling factor, are exempt from this section of the Code.

(e) Utilization of other governmental agencies' contracts. Commodities or services that are the subject of contracts with the state, its political subdivisions or other governmental entities, including the United States government, are exempt from this section, provided, however, that this subsection shall apply only if the contract expressly permits or if the awarding jurisdiction and/or the vendor agree to allow the Town to purchase therefrom, and if either: (i) the commodities or services are the subject of a price schedule negotiated by the state or federal government or by competitive bid by another governmental agency and not on any preference; or (ii) the price offered for the commodity or service exactly equals or is lower than the governmental contract from vendors awarded such governmental contract. Where an award is made pursuant to this paragraph, the terms and conditions agreeable to the town may be used in lieu of those terms and conditions of the contract with the other governmental agency.

(f) Cooperative purchasing. Cooperative purchasing plans are exempt from this section of the Code.

(g) The following contractual services are not subject to the competitive procurement requirement:

(i) Services involving special skill, ability, training or expertise which are in their nature unique, original or creative.

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(ii) Academic program reviews or lectures or seminars by individuals.

(iii) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.

(iv) Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like.

(v) Performing artists and entertainers hired to provide entertainment for the benefit of the citizens of Loxahatchee Groves and the general public at any Town facility.

(vi) Maintenance service of equipment. When considered to be in the best interest of the Town and recommended by the using department and the services to be performed are by the equipment manufacturer, manufacturer's service representative, or a distributor of the manufacturer's equipment the services may be procured without following the competitive sealed bid process.

(vii) Utilities including but not limited to electric, water and communications.

(viii) Goods and services provided by not-for-profit organizations.

(ix) The foregoing enumeration of services deemed to be exempt from the competitive procurement requirements is not intended to be an exhaustive or exclusive list. The Town Manager or his or her designee may determine if a contractual service must be procured

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through the competitive procurement process, if not expressly indicated herein.

(x) copyrighted materials, except computer software.

(xi) Food, clothing and other promotional items purchased for resale or distribution to the public.

(h) Best interest of the Town. Purchases of, and contracts for, commodities or services are exempt from this section of the Code when the Town Council declares by a four-fifths (4/5) affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the Town. The Town Council shall make specific factual findings that support its determination, and such contracts shall not be placed on the Town Council's Consent Agenda.

(3) Any other provision of this section of the Code to the contrary notwithstanding, Town purchasing shall be conducted in accordance with applicable Florida law, including §§ 180.24 and 255.20, Florida Statutes, as may be amended from time to time.

D. Competitive Bidding Procedure.

Procedure. The competitive bidding procedures below shall be followed:

(1) Advertisement for bids required. Notice of the competitive bid shall be advertised at least one (1) time in a newspaper of general circulation within the Town, calling for sealed bids for the work to be done under the proposed contract, at least ten (10) days before the bids are due to be received.

(2) Surety.

(a) Bid deposits. When deemed necessary by the Chief Procurement Officer, bid deposits or sureties shall be prescribed in

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the public notice inviting bids. Unsuccessful bidders shall be entitled to return of such deposit or surety where the Chief Procurement Officer has required same. A successful bidder shall forfeit any deposit or surety required by the Chief Procurement Officer upon failure on its part to enter a contract within fifteen (15) days after the award.

(b) Sureties on performance. For all competitive bids seeking commodities or services in excess of two hundred thousand (\$200,000) dollars the Chief Procurement Officer or appropriate staff person, shall include as a requirement of such advertised bids a performance bond in the total contract amount. The Chief Procurement Office, in his or her discretion, may require such performance bonds for bids seeking commodities or services in an amount of two hundred thousand dollars (\$200,000) or less. The Town Manager shall have the discretion to waive the performance bond requirement in the event of an undue hardship or emergency. Any bonding company used must be listed on the United States Department of the Treasury's Circular 570. Additionally, the bonding company must be rated at least "A," Class VI, by "Best's Key Rating Guide," published by A.M. Best Company, and be authorized to do business in Florida.

(3) Addenda. Written addenda will be issued when changes, clarification or amendments to the invitation for bid are deemed necessary.

(4) Bid opening procedure.

(a) Bids shall be submitted sealed to the Town Clerk and shall be identified as bids on the envelope.

(b) Bids shall be opened in public by the Town Clerk or designee at the time and place stated in the public notice.

(c) A tabulation of all bids received shall be posted for public inspection.

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(d) No late bids shall be accepted or opened, and, if received after the date and time called for in the bid notice, shall be retained unopened by the Town Clerk.

(e) Failure to properly sign bids may invalidate them and they shall not be considered.

(f) The bids opened shall contain a copy to be filed in the Clerk's office.

(g) The Town reserves the right to waive any irregularities in the bids, as determined by the Chief Procurement Officer.

(5) Rejection of bids. The Town Manager and Town Council may reject any bids, parts of all bids or all bids for any one or more commodities or services included in the proposed contract when the public interest will be served thereby. The Chief Procurement Officer shall not accept a bid from a contractor who is in default on the payment of taxes, licenses or other moneys due the Town.

(6) Contracts shall be awarded to the lowest responsive, responsible bidder. In determining the "lowest responsive, responsible bidder," the Chief Procurement Officer shall consider:

(a) The prices contained in the bid.

(b) The ability, capacity and skill of the bidder to perform the contract or provide the service required.

(c) Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.

(d) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

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(e) The quality of performance of previous contracts of services, including, but not limited to, Town contracts.

(f) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.

(g) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.

(h) The quality, availability and adaptability of the commodities, or services to the particular use required.

(i) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

(j) The number and scope of conditions attached to the bid.

(k) The overall cost to the Town.

(l) The best interests of the Town.

(7) Determination and Findings Statement. When the award is not given to the most responsive, responsible bidder, a Determination & Findings statement shall be prepared by the Chief Procurement Officer and filed with the other papers relating to the transaction.

(8) Tie bids.

(a) If the determination of lowest responsive, responsible bidder results in a tie, the contract may be split when it is to the Town's advantage as determined by the Chief Procurement Officer.

(b) If the Chief Procurement Officer determines not to split the bid, the contract shall be awarded by first preference to

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businesses with drug free workplace programs as described in hereinbelow and then by publicly drawing lots.

(9) Prohibition against subdivision. No contract of purchase shall be subdivided to avoid the requirements of this section.

(10) Inspection of bids. Inspection of the Town's formal bids and proposals shall be conducted in accordance with applicable Florida law, including §119.07 and §120.53, Florida Statutes, as said sections may be amended from time to time.

E. Competitive Negotiations. When the use of competitive bidding is not in the best interest of the Town for a purchase of, or contract for, commodities and/or services estimated to cost in excess of twenty-five thousand dollars (\$25,000), such commodities and/or services may be purchased by competitive negotiations. A request for proposals, or a request for qualifications, or a request for letters of interest shall be issued. Adequate public notice of the solicitation shall be given in the same manner as provided in Section D above. Other procedural provisions applicable to the sealed bid process shall also apply. To assure full understanding of and responsiveness to the solicitation requirements and full understanding of qualified proposals or offers, discussions may be conducted with qualified proposers or offerors who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining best and final proposals or offers. The award shall be made to the responsible proposer or offeror whose proposal or offer is determined to be the most advantageous to the Town taking into consideration price and the evaluation factors set forth in the solicitation. No other criteria shall be used in the evaluation. A summary of the basis on which the award is made shall be included in the contract file.

F. Award of Contract.

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(1) Town Council approval.

(a) An initial purchase of, or contract for, commodities or services, in excess of ten thousand dollars (\$10,000), shall require the approval of the Town Council, regardless of whether the competitive bidding or competitive proposal procedures were followed. However, emergency purchases as described in Section C, shall not require advance Town Council approval. In such emergency situations, the Town Manager may approve the purchase or contract, subject to later ratification by the Town Council. Emergency purchases are to be made only when the normal function and operation of the Town would be hampered to such an extent by submittal of a requisition in the usual manner that it may effect the life, health or convenience of citizens.

(b) Purchases exceeding the sum of thirty thousand dollars (\$30,000.00) in the aggregate shall not be purchased from the same person or entity during the course of any fiscal year, unless such purchases are first authorized by the Town Council. The above provision shall not apply to purchases of utilities or to ongoing contracts.

(2) Town Manager approval. A purchase of, or contract for, commodities or services in an amount of twenty-five thousand dollars (\$25,000) or less, shall require the approval of the Town Manager.

G. Town Attorney to review and approve form of purchasing contracts.

The Town Attorney shall review all contracts awarded under this Article of the Code and shall approve said contracts as to form prior to their execution by the appropriate Town officials. Notwithstanding the above, the Town Attorney, in his or her discretion, may approve form contracts bearing a pre-printed Town Attorney approval, provided that the provisions of the form contracts are not modified.

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H. Debarment and suspensions.

(1) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Town Manager, after consultation with the Town Attorney, shall have the authority to debar a person or entity for the causes listed below from consideration for award of town contracts. The debarment shall be for a period of not fewer than three years. The Town Manager shall also have the authority to suspend a contractor from consideration for award of town contracts, if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations that shall be issued by the Town Manager.

(2) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(a) Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.

(b) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(c) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

(d) Violation of the Town's contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Town contract or to perform within the time limits provided in the town contract, provided that failure to perform caused by acts

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beyond the control of a party shall not be considered a basis for debarment or suspension.

(e) Debarment or suspension of the person or entity by any federal, state or other governmental entity.

(f) False certification pursuant to paragraph (3) below.

(g) Any other cause judged by the Town Manager to be so serious and compelling as to affect the responsibility of the person or entity performing town contracts.

(3) Debarment and suspension decisions. Subject to the provisions of paragraph (1), the Town Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party.

I. Availability of funds.

Except in cases of emergency, Town Manager or designee shall not issue any order for delivery on a contract or any open-market order unless and until the Town Manager, or his designee, certifies that there are unencumbered funds available in the using agency's budget, in excess of all unpaid obligations, to defray the cost of such commodities or services.

J. Open Market Procedure.

A purchase of, or contract for, commodities or services that is estimated by the Chief Procurement Officer to cost one thousand dollars (\$1,000) or less, may be purchased either in the open market, without newspaper advertisement and without observing the procedures prescribed by Section D above, or in accordance with the competitive bidding procedure prescribed by Section D above, as deemed appropriate by the Chief Procurement Officer. However, all such purchases of greater than the estimated cost of one thousand dollars (\$1,000.00) but less than or equal to five thousand dollars (\$5,000.00) shall require at least three (3) quotations by telephone. For purchases of an estimated cost greater than

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five thousand dollars (\$5,000.00) but less than twenty-five thousand dollars shall require at least three (3) quotations in written form.

(1) *Notice inviting quotations.* When using the open market procedure, the Chief Procurement Officer may solicit, or oversee the solicitation of quotations by:

(a) Direct mail requests to prospective vendors;

(b) Telephone;

(c) Public notice;

(d) Facsimile;

(e) Internet

(2) *Recording.* The Chief Procurement Officer shall keep a record of all open market orders and the bids submitted in competition thereon and such records shall also be open to public inspection.

K. Inspection, Testing of Purchased Items or Services.

The Chief Procurement Officer shall inspect, or supervise the inspection of, all deliveries of commodities or services to determine their conformance with the specifications set forth in the order or contract.

(1) *Inspection by using agency.* The Chief Procurement Officer shall have the authority to authorize using agencies having the staff and facilities for adequate inspection to inspect all deliveries made to such using agencies under rules and regulations prescribed by the Chief Procurement Officer.

(2) *Testing.* The Chief Procurement Officer shall have the authority to require chemical and physical test of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. In the performance of such tests the Chief Procurement Officer shall have the authority to make

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use of laboratory facilities of any agency of the Town government or of any outside laboratory.

L. Disposal Of.

(1) Disposal of property. The disposal of property requires Town Council approval.

M. Change Orders.

(1) Town Manager's authority. Subject to the restrictions contained in paragraph (2) below, the Town Manager is authorized to approve and initial work on the following types of change orders determined in his/her judgment, to be in the public interest, as follows:

(a) All change orders decreasing the cost of the contract to the Town that do not materially alter the character of the work contemplated by the contract.

(b) A change order where the net change increases the cost of the contract to the Town by an amount less than or equal to five percent (5%).

(c) On a unit price contract, a change order consisting of unit quantity increases at the unit price bid, which do not exceed ten percent (10%) of the original unit quantity for each line item.

(2) Notwithstanding the provisions of paragraph (1) above, the Town Manager is not authorized to approve a change order without authorization of the Town Council where the sum of all change orders issued under the contract exceeds five percent (5%) of the original contract amount.

N. Term, Termination, Extension and Renewal of Contracts.

(1) Term.

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(a) Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the Town provided the extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for future fiscal periods shall be subject to the availability of funds.

(b) Price Adjustment. Contracts may be awarded with provisions of upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based on a nationally recognized or published index or other criteria acceptable to the Chief Procurement Officer.

(2) Termination. The Town Manager or his/her designee is authorized to terminate any contract entered into by the Town when (s)he determines that a party to the contract has breached or failed to perform one or more of its obligations under the contract. Except in the case of an emergency, where such advance notice is not possible, or where the contract was entered into without Town Council approval, the Town Manager or his/her designee must provide sufficient prior written notice to the Mayor and each Council Member so that they can make any necessary inquiries at the next Town Council meeting. When a contract is entered into by the Town pursuant to Town Council approval and is terminable by the town without cause, only the Town Council is authorized to terminate the contract without cause. If the Mayor or any Town Council Member desires that a contract be terminated without cause, he/she shall notify the Town Manager in writing and request that the item be placed on the next Town Council agenda.

(3) Extensions. The Town Manager or his/her designee is authorized to extend, for operational purposes only and for a maximum of one hundred eighty (180) days, any contract entered into by the Town pursuant to Town Council approval. Any further extensions of such contract require the approval of the Town Council.

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(4) Renewals.

(a) General. When a contract is entered into by the Town pursuant to Town Council approval and provides for one or more renewals by affirmative action of the Town, the Town Manager may approve such renewals only with the approval of the Town Council.

(b) Automatic. When a contract is entered into by the Town pursuant to Town Council approval and provides for one or more automatic renewals unless one party notifies the other of its intent not to renew, only the Town Council is authorized to decide not to renew the contract.

(5) Employment contracts. The provisions of this section shall not apply to the employment contract of the Town Manager.

(6) Application to existing and future contracts. The provisions of this section shall apply to every contract in existence on the effective date of this section and every contract entered into thereafter.

O. Preference to Businesses with Drug-Free Workplace Programs.

(1) The Town hereby adopts by reference §287.087, Florida Statutes, as amended, regarding bidding preferences for businesses with drug-free workplace programs.

(2) Whenever two (2) or more bids which are equal with respect to price, quality and service are received by the town for the procurement of commodities or services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given a preference, provided that the drug-free workplace program complies with §287.087, Florida Statutes, and any other applicable state law. An announcement of this preference may be included in the bid documents.

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P. Non-Discrimination.

Vendor shall not discriminate against any person in its operations, activities or delivery of services. Vendor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Q. Non-Collusion.

A Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the Bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

Section 3. It is the intention of the Town Council of the Town of Loxahatchee Groves, Florida that the provisions of this ordinance shall become and be made a part of the Town of Loxahatchee Groves Code of Ordinances. The sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

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Section 4. All ordinances inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

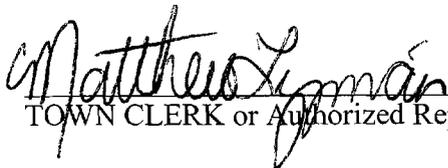
Section 6. This ordinance shall become effective upon its passage and adoption by the Town Council.

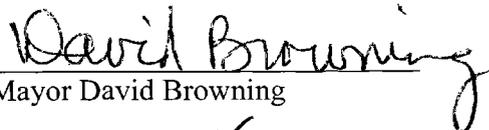
PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ON THE FIRST READING THIS 18th DAY OF November, 2008.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ON THE SECOND READING THIS 2nd DAY OF December, 2008.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:


TOWN CLERK or Authorized Representative


Mayor David Browning


Vice Mayor Herzog


Council Member Autrey

APPROVED AS TO LEGAL FORM:

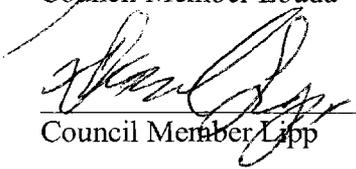
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Words in underlined type are additions.

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ORDINANCE NO. 2008-09


Office of the Town Attorney


Council Member Louda

Council Member Lipp

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

EXHIBIT 'B'

**Interlocal Local Ageement with Palm Beach County Solid Waste Authority
Designed SWA Facility**

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID
WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE
SHARING RECYCLING PROGRAM**

THIS AGREEMENT, made and entered into this 26 day of August, 2009 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **TOWN OF LOXAHATCHEE GROVES**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "Town".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, Chapter 403, Part IV, *Florida Statutes* encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

WHEREAS, the Town desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; and

WHEREAS, the Town provides for the collection of Solid Waste from the residents and businesses and Residential Recovered Materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of Solid Waste and Residential Recovered Materials; and

WHEREAS, the Town wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of Solid Waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the Authority and Town wish to enter into this Interlocal Agreement to set out the terms of this coordinated program;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Town, its constituents and the Authority, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the delivery of municipal Solid Waste to Designated Facilities and for the operation

of a recycling program between the Authority and the Town in this combined agreement which upon execution by both parties shall automatically rescind the **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

2. Delivery

The Town agrees that all Solid Waste and Residential Recovered Materials collected by or on behalf of the Town shall be disposed of at a Designated Facility in accordance with this Agreement.

3. Information

The Town agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the Town's Solid Waste and Residential Recovered Materials are being delivered to a Designated Facility.

4. Revenue Sharing

The Authority agrees to pay the Town a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the Town on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. Net Revenues are defined as Recovered Residential Materials Revenue less Processing Cost. The Net Revenue distribution formula will be based on Equivalent Residential Units (ERU's) serviced by the Town in relation to the total number of these units for all county municipalities less the ERU's serviced by participating Self Haul Cities or on the actual amount delivered for municipalities that haul their own material. (see Ex. A.)

5. Facility Availability

The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the Town's Solid Waste and Residential Recovered Materials and to operate within all applicable local, state and federal environmental guidelines.

6. Compliance with Zoning Ordinances

Any transfer and/or disposal of Solid Waste and Residential Recovered Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The Town further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

7. Collection of Recyclable Material

Individual residents/homeowners shall be encouraged by the Town to separate their Solid Waste into Recyclable Material and non-Recyclable Material. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Residential Recovered Materials will be deposited.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the Town.

The Authority reserves the right to add or delete allowable Recyclable Materials and when doing so will provide the Town with sufficient notice to make those changes.

8. Commercial Recycling Revenue Share

As a further incentive for the Town to actively pursue commercial recycling, the Authority and the Town may enter into a separate agreement to provide for payment to the Town for certain high quality separated materials. Types of commercial recyclable materials eligible for payment shall be determined by the Authority.

9. Improperly Prepared Residential Recovered Materials

The Town will make every reasonable effort to ensure that the collector picks up all Residential Recovered Materials and delivers Acceptable Loads to a Designated Facility.

As a means of strengthening the Town's ability to have its collector fulfill the Town's recycling needs, the Town agrees to notify and consult with the Authority when preparing the Town's future request for collection franchise bids.

It shall be the responsibility of the Town or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the Town shall notify the Authority, who shall then assist the Town in resolving the problem.

10. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. The Authority will periodically replace these containers at its cost to allow for normal wear and tear.

It is the Town's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage.

The Town or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

11. Unacceptable Loads

In the event that a load of supposed Residential Recovered Materials delivered to a Designated Facility when dumped contains:

- 1) In total less than 88% by volume Recyclable Material or
- 2) the Container Recyclable Material load contains less than 88% Container Recyclable Material or
- 3) the Fiber Material load contains less than 95% Fiber Material, then

it shall be deemed an Unacceptable Load and the Authority has the right to reject the load and to charge the Town the full disposal fee for each ton within the load. In the event that the same vehicle delivers subsequent Unacceptable Loads, the Town shall also be penalized a base fine of \$250 times the number of offenses (Example: fourth offense = \$1,000.00).

12. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the Town in an effort to work together and increase recyclable tonnages.

13. Scavenging

The Town will take such action as is necessary and reasonable to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the Town.

14. Term

This Agreement shall begin on the later of its effective date or October 1, 2009 and continue through September 30, 2014 and shall automatically be renewed for successive five (5) year periods. Either party may terminate this agreement on any renewal date by providing written notice to the other party by the preceding April 30th. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

15. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

16. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the Town:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	Town of Loxahatchee Groves 14579 Southern Blvd, Suite #2 Loxahatchee Groves, FL 33470 Attention: Town Manager

17. Severability

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the later of October 1, 2009 or the day and year first above written:

As to the Authority:

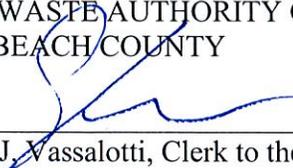
WITNESSES:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY


Mark Hammond, Executive Director

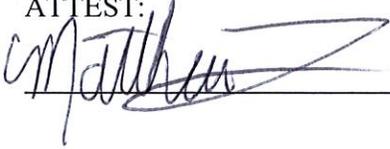
ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

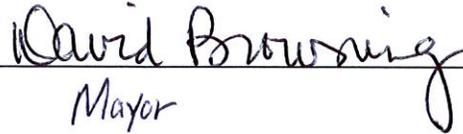


Sandra J. Vassalotti, Clerk to the Authority

ATTEST:



As to the Town:



Mayor

(Affix Municipal Seal)

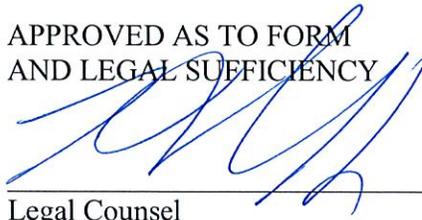
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Legal Counsel
Solid Waste Authority of Palm Beach County

Date: 11/4/09

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Legal Counsel
Town of Loxahatchee Groves

Date: 10-6-09

Recovered Materials Revenue Sharing Program

Definitions:

Acceptable Load - Any load of otherwise Residential Recovered Material that contains no Prohibited Material and a minimum of 88% Recyclable Material in total, the containerized material component contains a minimum of 88% Container Recyclable Material and the fiber component contains a minimum of 95% Fiber Material.

Acceptable Material - Container Material and Fiber.

Container Recyclable Material - Includes aluminum cans, foil and pans; aseptic containers; gable-topped containers; glass bottles and jars (green, brown and clear); and plastic containers # 1 - #7 (except Styrofoam). Upon commencement of operation of the new RMPF (est. 10/09), steel cans may be added to this category.

Combined Haul City - A political subdivision that has executed this Agreement and delivers its Residential Recovered Materials to the Authority along with Residential Recovered Materials collected from residential properties from other political subdivisions participating in the Revenue Sharing program.

Designated Facility - The Authority's RMPF, RMRF, any SWA owned and operated transfer station or any other facility specifically authorized by the SWA.

Equivalent Residential Unit (ERU) - Single Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal .75 ERUs.

Fiber Material - Includes newspapers (including inserts); magazines and catalogs; phone books; corrugated cardboard; and kraft bags. Upon commencement of operation of the new RMPF (est. 10/09) Residential Mixed Paper may be added to this category.

Net Revenue - Recovered Residential Materials Revenue minus Processing Cost.

Processing Cost - RMPF Operator's Fee.

Prohibited Material - Hazardous, medical or biological waste.

Recyclable Material - Includes Container Recyclable Material and Fiber.

Residential Mixed Paper - Includes cereal boxes and junk mail.

Recovered Residential Materials Revenue - Total earned revenue from the sale of Residential Materials.

Residential Recovered Materials - Acceptable Materials collected from residential units less Unacceptable Materials and Prohibited Materials delivered to the Authority's Designated Facilities.

Revenue Share - Approved percentage to be applied to Net Revenue for payment to participants. The minimum shall be 50%.

Recovered Materials Processing Facility (RMPF) - A new facility that will replace the RMRF. Estimated date of operation is 10/1/2009.

Residential Materials Recycling Facility (RMRF) - The existing Residential Materials Recycling Facility. A replacement facility (RMPF) is under construction and expected to be operational on or about October, 2009.

Self Haul City - A political subdivision that has executed this Agreement and collects its own Residential Recovered Materials and no other material and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials and no other material on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Solid Waste - Solid waste means garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Unacceptable Material - Any material other than Acceptable Material and Prohibited Material.

Revenue Share Calculations

The Net Revenues to be shared will consist of the Recovered Residential Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage (minimum 50%) to set the program price to be paid for the quarter.

Each participating municipality will either be classified as a Self Haul City or a Combined Haul City. Self Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to an approved facility. The others will share the balance of those revenues in proportion with their total ERU's serviced in comparison to the totals for all cities in Palm Beach County except the Self Haul Cities.

Participating entities will be required to sign an ILA that automatically renews at the end of each term. Either party may terminate the ILA early effective any renewal date with a minimum of five months notice.

The Authority will continue to provide the necessary bins and ongoing education and advertising as provided in this Agreement.

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YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

August 2009

Dear Municipal Partner,

The Solid Waste of Palm Beach County (SWA) Board has approved a recyclable revenue share program for our municipal partners. The program will become effective October 1, 2009 or immediately following the execution of the attached new Interlocal Agreement (ILA), if later.

With the exception of the addition of the recyclable revenue share program, the new ILA is very similar to the previous one approved last year.

Following your review and approval, the new ILA will replace our previously executed ILA.

Should you have any questions or would like to meet with our staff please contact me at (561) 697-2700, ext. 4725 or 866-792-4636, ext. 4725 toll-free to schedule a meeting.

We look forward to continuing our partnership and providing our customers the highest level of services at the lowest rate possible.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to be "John Archambo", written over a horizontal line.

John Archambo, Director
Customer Relations

EXHIBIT 'C'

**Solid Waste and Recycling Collection Franchise Agreement
Waste Pro of Florida**

**SOLID WASTE AND RECYCLING
COLLECTION
FRANCHISE AGREEMENT**

Between

The Town of Loxahatchee Groves

and

Waste Pro of Florida

Agreement No. 08-

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**SOLID WASTE AND RECYCLING COLLECTION
FRANCHISE AGREEMENT**

This Agreement is hereby made and entered into this ____ day of _____, 2008, between the Town of Loxahatchee Groves of Palm Beach County, Florida, hereinafter referred to as "Town") and Waste Pro of Florida, Inc.(hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning October 1, 2008, and expiring September 30, 2013.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. **Town** shall mean the Town of Loxahatchee Groves.
- B. **Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash.
- D. **Business Days** shall mean Monday through Saturday.
- E. **Collection** shall mean the process whereby solid waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Material is removed and transported to a Designated Facility.

- F. **Commercial Recycling Collection Service** shall mean the Collection of Recyclable Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.
- G. **Commercial Solid Waste** shall include any Garbage, Bulk Trash, Trash or Vegetative Waste that is not Residential Solid Waste. Substantial effort shall be made not to commingle Garbage, Trash or Bulk Trash with Vegetative Waste.
- H. **Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- I. **Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- J. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- K. **Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- L. **Containerized Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from Dwelling Units in the Service Area that requires the use of Containers for the collection of Recyclable Materials and which also receive Residential Collection Service for solid waste, and the delivery of those Recyclable Materials to the Materials Recycling Facility.
- M. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units, whose Garbage, Trash, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Can. Vegetative Waste shall not be commingled with Garbage, Trash, or Bulk Trash.
- N. **Contract** shall mean this Agreement.
- O. **Contractor** shall mean that person or entity set out initially above that has entered into this Agreement to provide the services described herein for the Service Area.
- P. **Contract Administrator** shall mean the person designated by the Town who shall act as the Town's representative during the term of this Agreement.
- Q. **County** shall mean Palm Beach County.

- R. **Curbside Residential Recycling Collection Service** shall mean the collection of Recyclable Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste and other Dwelling Units as are designated by the Town, and the delivery to a Materials Recycling Facility.
- S. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units whose Garbage is collected by means of a Garbage Can at curbside or roadway.
- T. **Designated Facility** shall mean a Palm Beach County Solid Waste Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- U. **Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- V. **Fiscal Year** shall mean the period between October 1 of a given year and September 30 of the following year during this Contract.
- W. **Garbage** shall mean 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. Vegetative Waste shall not be commingled with Garbage in the same collection. Garbage shall not include any material that falls within the definition of Special Waste.
- X. **Garbage Can** shall mean 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). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight, unless a Contractor implements (with written authorization from the Contract Administrator or his designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the Town.
- Y. **Hazardous Waste** shall mean solid waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- Z. **Hotel or Motel** shall mean 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 days or less. "Transient" has the meaning as defined in Chapter 509, Florida Statutes, as may be amended from time to time.

- AA. Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.
- BB. Materials Recycling Facility (MRF)** shall mean any facilities operated or managed by, for or on behalf of the Palm Beach County Solid Waste Authority, for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the Contract Administrator, in writing.
- CC. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- DD. Peak Times** shall mean the period between November 1 of a given year and April 30 of the following year, unless otherwise specified by the Town.
- EE. Public Awareness Program** shall mean that program developed by the Town to inform and encourage residential and commercial solid waste collection customers to use all solid waste and recycling collection services offered by the Town through the Contract. It shall also mean information concerning level of service and changes in scope of service.
- FF. Recyclable Materials** shall mean those materials designated in writing by the Town to the Contractor which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated by the Palm Beach County Solid Waste Town are newspapers (including inserts); magazines; catalogs; phone books; aluminum cans, foil, and pans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans. The Town reserves the right to designate Mixed Paper as a recyclable material at any time during the term of this Contract upon written notice to the Contractor at no additional cost.
- GG. Recycling Container** shall mean a rigid container made of plastic or other suitable substance that is used for the storage of Recyclable Materials.
- HH. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- II. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting

from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.

- JJ. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- KK. Roll-off Collection Service** shall mean the Collection of C&D only roll-off containers or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source for the purpose of recycling the C&D material only provided they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor.
- LL. Service Area** shall mean the Town of Loxahatchee Groves as described in Exhibit I, for which Contractor has been granted an exclusive franchise.
- MM. Sludge** shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- NN. Solid Waste Town Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County, unless otherwise directed by the Contract Administrator in writing.
- OO. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit II.
- PP. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- QQ. Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- RR. Uncontrollable Forces** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which

is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

SS. Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the curb. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

3. SERVICES PROVIDED BY CONTRACTOR: The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor. The Town or its designee, will be responsible for the billing and collection of payments for the mandatory Residential Solid Waste Collection Service and Residential Recycling Collection Service.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Town or its designee.

Roll-off Collection Services shall be exclusive to the Contractor. Notwithstanding any other provision of this Agreement, collection of waste contained in roll-off containers in the Service Area is exclusive to the Contractor.

No other person or entity except the Contractor may offer or provide Residential Solid Waste Collection Service, Residential Recycling Collection Service or Commercial Solid Waste Collection Service in the Service Area.

The Town agrees to assist the Contractor in taking timely action against any entity violating the provisions of this Section 3.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Town, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers providing recycling services to customers in the Service Area.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

- A. Curbside Residential Solid Waste and Vegetative Waste Collection Services:** The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4A and shall continue until such time as the Contract is terminated.

1. **Conditions and Frequency of Service:** All Curbside Residential Solid Waste and Vegetative Waste shall be properly containerized in Garbage Cans or otherwise prepared for collection. Vegetative Waste shall be separated from Residential Solid Waste. All Curbside Residential Solid Waste Collection Service, except for permitted holidays, shall be provided twice per week, unless options of service (Exhibit II) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 2:00 p.m. on the following Monday. Vegetative Waste must be placed at an accessible pick-up location similar to the Garbage Can. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the hauler shall separate the Residential Solid Waste from the Vegetative Waste and collect the materials separately.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. C&D may include, but is not limited to, drywall, lumber, fencing, roofing material, concrete blocks and paneling. Collection of C&D shall be limited to no more than 2 cubic yards per collection per dwelling unit. Small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. In the event Bulk Trash contains Chlorofluorocarbons (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Palm Beach County Solid Waste Authority landfill, the Belle Glade transfer station, or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

Every effort shall be made to have the Vegetative Waste service day on the first day of the two scheduled route days. Palm fronds, tree branches and Christmas trees, all Vegetative Waste shall be bagged or containerized. Each container shall not exceed 50 pounds in weight or 50 gallons in capacity. Branches shall not exceed 6 feet in length or 50 pounds in weight. There is no length limitation on palm fronds. Christmas trees shall not exceed 8 ft in length or 50 pounds in weight.

2. **Accessibility:** The edge of all Residential Solid Waste and Vegetative Waste to be collected Curbside must be placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative

Waste, the edge of all Residential Solid Waste and Vegetative Waste to be collected shall be within two (2) feet of the sidewalk. In the event there is no other accessible location available to customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, to have Contract Administrator or his designee meet with them to determine alternate Collection location. Contract Administrator's decision of suitable location shall be final. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the Town, the County, or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is certified by the Contract Administrator, or the residential structure is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. Vegetative Waste must continue to be placed curbside. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up. The Contractor Administrator's decision as to a suitable location shall be final. If the resident requests Special Services, such as back door service, these services shall be billed directly to customer by Contractor in accordance with Exhibit II. In the event that a Special Service request is not listed in Exhibit II, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost.

- B. Containerized Residential Solid Waste Collection Services:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. Commercial Container rental rates, terms, and provisions contained in the Agreement shall also apply to Containers rented for residential service. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer (as long as the average is two times per week on an annual basis). The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. In case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit II. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall also be paid in accordance with the "commercial solid waste collection" rates in Exhibit II. The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the

customer and approved by the Contract Administrator. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Palm Beach County Solid Waste Authority landfill, the Belle Glade transfer station, or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all customers, or such other minimum frequency as provided by law. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical Containers may be utilized. 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 Solid Waste need be placed outside the Container.

The Contractor shall provide Containers at the approved rental rates as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. All Residential Solid Waste shall be placed in a Container or Garbage Can. Vegetative Waste shall not be commingled with Garbage. Where Garbage Cans are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Compactor damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days. All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, within 24 hours of notification, sufficient to provide uninterrupted service to customer until Compactor is repaired or replaced. Contractor may charge customer for any Container rental in accordance with rates set forth in Exhibit II. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition. The Contractor shall replace any Container reported as in poor condition by the customer within five (5) Business Days.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Contractor and the customer.
3. **Service Interruption:** Contractor may not stop service to residential containerized customer for non-payment of fees for Container rental or special services without

notification by certified letter to Contract Administrator or his designee and customer at which time Contract Administrator shall have five (5) Business Days to investigate and respond.

C. Commercial Solid Waste Collection Service: The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area, except Special Waste. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once a week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor container shall have the ability to receive service on an on-call basis provided roll-off Compactor is free from leaks or spillage. There shall be no odor at any time disseminating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Town proves the roll-off Compactor violates any of the above criteria, Contract Administrator will determine the frequency of service. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, alternate non-mechanical Containers may be utilized (e.g., Garbage Can(s)). If the commercial customer generates less than one (1) cubic yard per week and uses a Garbage Can, the commercial customer shall be charged the monthly Residential Curbside Solid Waste Collection rate, as set out in Exhibit II. The size of the Container and the frequency 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. Storage capacity shall be suitable for the amount of waste generated by the customer. The Contractor shall provide Containers as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. In the event the Contractor provides the Container, the Container shall be in good condition. All Commercial Solid Waste shall be placed in a Container, Compactor or acceptable other Garbage Can. Vegetative Waste shall not be commingled with Garbage. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Compactor damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days.

Compactors may be obtained by customers from any source provided that such 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 waste without spillage.

All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, within 24 hours of notification, sufficient to provide uninterrupted service to customer until Compactor is repaired or replaced.

Contractor may charge customer in accordance with rates set forth in Exhibit II.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers within 24 hours of notification sufficient to provide uninterrupted service until Compactor is repaired or replaced. Contractor may charge customer for collection and disposal only in accordance with rates set forth in Exhibit II.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Contractor and the customer. Permanent roll-off and Compactor containers must be collected within 24 hours of customer request.
3. **Level, Type and Disclosure of Rates for Commercial Collection and Other Services:**
 - a. **Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit II or as otherwise allowed by this Agreement. A written Agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The terms and conditions of such Agreement shall be in compliance with all provisions of this Agreement and the term shall not extend beyond the term of this Agreement as stated in Section 1. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an Agreement, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, special service fees and Container rental charges except as otherwise provided in this Agreement.
 - b. **Disclosure:** By October 1st of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by Contractor's billing system or on a separate cover letter included with the billing statement. Contractor shall send a commercial customer list to the Town as well as a master copy of the disclosure statement which includes the following language:

(See top of next Page for "Rates of Service Disclosure Statement")

"REGULATION BY THE TOWN OF LOXAHATCHEE GROVES"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Service Agreement are regulated by a franchise granted by the Town of Loxahatchee Groves. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Town Clerk at 1-561-793-2418.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the rental rate as approved by the Town. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at the cost of the Contractor.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Town of Loxahatchee Groves. A copy of these rates can be obtained from the Contractor or the Town Clerk.

The "RATES FOR SERVICES" statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recycling, DISPOSAL based on a cost per cubic yard; CONTAINER RENTAL expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each

business, distinguishing between solid wastes and recycling collection service. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. **Method of Payment:** The Town or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. Payments from the Town to the Contractor will be due and paid no later than the tenth day of the month following service. The initial collection rate per unit per month shall be as set out in Exhibit II. This rate shall be adjusted in subsequent years in accordance with the Payment Adjustment Schedule (Exhibit III).
- E. **Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall be considered residential collection and shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. **Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

If Contractor desires to make subsequent changes in the curbside collection service routes or schedules that will result in a benefit to the community, a written request shall be made to the Contract Administrator not less than 60 days prior to the requested date of change. Such request shall include the proposed location and details of the route or schedule change, and the reason for change.

The Contract Administrator shall review requested route change(s) and approve or deny requests, in writing, within 10 Business Days. Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Town. Notification of day changes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Town and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

- 5. **RECYCLING COLLECTION SERVICE:** The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Town or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be

responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Town or its designee.

A. Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the Town, on a scheduled route basis which shall coincide with one of the two regularly scheduled solid waste collection pick-up days.

Recyclable Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recyclable Materials and place in a solid waste collection vehicle or Garbage Can. Recyclable Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recyclable Material. Recycling vehicle shall contain signage designating vehicle as such and include the Town's toll-free new bin telephone number. Commingling of solid waste with Recyclable Materials shall be subject to fines as set forth in this Agreement.

- 2. Accessibility for and Manner of Curbside Recycling Collection:** All Recyclable Materials to be collected shall be in a Recycling Container, with the exception of cardboard and/or paper bag, and shall be placed within six (6) feet of the curb; paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, bags, bundles, or flattened cardboard, as the customer sets out. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. Where the resident is physically unable to deliver Recyclable Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up.

- 3. Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as supplied by the Palm Beach County Solid Waste Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Town. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service. Contractor shall deliver Recycling Containers within five (5) Business Days as requested by the customer or the Town.

B. Containerized Residential Recycling Collection Service will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide this service to Dwelling Units as are designated by the Town that are located in the Service Area. This service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week service as necessary during Peak Times of the year.

Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days. Any Container or Recycling Container needing replacement, as requested by the customer or the Town, shall be replaced within five (5) Business Days.

- 2. Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recyclable Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recyclable Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple residential complex or development being serviced) and by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pickup.

C. Commercial Recycling Collection Service: The Contractor shall provide Commercial Recycling Collection Services on behalf of the Town for any business in the Service Area where the Town has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

- 1. Conditions and Frequency of Service:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recyclable Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recyclable Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recyclable Materials generated by the customer. The Contractor shall provide Containers as necessary; however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment. Compactors may be obtained by customers from any source provided

that such 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 waste without spillage. All Commercial Recyclable Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container.

Recyclable Material shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recyclable Materials and place in a solid waste collection vehicle. Recyclable Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recyclable Material. Commingling of solid waste with Recyclable Materials shall be subject to fines as set forth in this Agreement. Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer. Any Container or Recycling Container damaged by the Contractor shall be repaired or replaced by the Contractor within five (5) Business Days.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** A written Agreement between the Contractor and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The terms and conditions of such Agreement shall be in compliance with all provisions of this Agreement and the term shall not extend beyond the term of this Agreement as stated in Section 1. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit II. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement. The written agreement between the Contractor and the customer shall be as specified in Section 4.C.3.b. In the event the customer cancels a contract with the Contractor for Commercial Recycling Collection Services, the Contractor is not obligated to provide Commercial Recycling Collections at the rates set forth in Exhibit II. Upon cancellation, the Contractor shall provide a written explanation, as provided by the Town, of this policy. The Contractor shall allow the Customer three days to rescind the cancellation after the written notification is provided.
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recyclable Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a

person or entity engaged in the business of recycling, whether for profit or nonprofit, from accepting and transporting commercially generated, source separated Recyclable Materials from such commercial generator, provided however, that such activities are subject to applicable state and local public health and safety laws, and provided that the transporter must report such information to the Town as may be necessary for the documentation of state recycling or reduction goals.

- D. Method of Payment:** The Town or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service. Payments from the Town to the Contractor will be due and paid no later than the tenth day of the month following service. The initial collection rate per unit per month shall be as set out in Exhibit II. This rate shall be adjusted in subsequent years in accordance with Section 6. The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit II. The rate set out in Exhibit II shall be adjusted in subsequent years in accordance with the Payment Adjustment Schedule (Exhibit III). The Contractor may be asked to bill the Town or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit II, as determined by the Contract Administrator.
- E. Hours of Collection:** Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Dwelling Units receiving Containerized Residential Recycling Collection Service and nonresidential collection sites located within 150 yards of residential uses shall be considered residential collection and shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Other nonresidential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all collection routes and keep such information current at all times.

In the event a change in the current Residential Recycling Collection routes is desired that will alter the day of pick-up, the Contractor shall notify the Contract Administrator, in writing, not less than 60 days prior to desired change. The Contract Administrator shall review requested route change(s) and approve or deny request within 10 Business Days. Contract Administrator's decision shall be final. In the event a requested route change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing, or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Town. Notification of day changes for Curbside Residential customers shall be by door hanger unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Town and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution. Notification includes any day changes, approved by the Contract Administrator, to the customer

prior to the beginning of this Agreement on October 1, 2008.

G. Replacement of Recycling Containers for Residential Dwelling Units:

1. The Contractor will replace at his expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or his employees. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Palm Beach County Solid Waste Authority. The Contractor shall replace the Recycling Container within five (5) Business Days of request by the customer or the Town.
2. The Palm Beach County Solid Waste Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Palm Beach County Solid Waste Authority and lost or damaged by the occupant of a Dwelling Unit. The Contractor shall replace the Recycling Container or Containers within five (5) Business Days of the request by the customer or the Town.
3. The Contractor shall promptly deliver replacement Recycling Containers, or Containers damaged by its employees, or when notified by the Contract Administrator, or his designee, or the occupant of a Dwelling Unit where a Recycling Container or Container is damaged or missing, and shall monthly report all such replacements to the Town. The Contractor shall also promptly deliver Recycling Containers or Containers as requested by the Town on behalf of the residential customers for the purpose of excess Recyclable Materials or for new residential customers within five (5) Business Days of the request by the customer or the Town.

H. Manner of Collection: The Contractor shall collect Recyclable Materials with as little disturbance as possible and shall leave the Recycling Container or Container housing Recyclable Materials at the same point it was collected. To be eligible for Curbside Residential Recycling Collection Service, Recyclable Materials must be put in a Recycling Container, or other acceptable Container, and placed at the usual accessible pick-up location for Curbside Residential Solid Waste Collection. All Recyclable Materials set out by the customer that meet these criteria shall be collected. In the event the customer places solid waste in the Recycling Container(s) or Container(s), the Contractor must collect all Recyclable Materials and leave the solid waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the Contractor by the Town.

I. Material Recycling Facility: The Contractor shall deliver all Recyclable Materials collected from the Service Area to the Solid Waste Authority MRF or facility designated, in writing, by the Contract Administrator.

J. Change in Scope of Recycling Collection Service: From time to time, at the sole option of the Town, it may be necessary to modify the scope of Recyclable Materials that will be included in Recycling Collection Service. Should this occur, the Town and the Contractor agree to enter into good faith negotiations to amend this Agreement to

reflect the impact of any such modification.

6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services, the charges shall be initially based on the rates established in Exhibit II, and as subsequently adjusted pursuant to this Agreement. The Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Commercial Recycling Collection Service, Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made based on the Refuse Rate Index ("RRI") as set out in Exhibit III. This Index will follow the same schedule for the Palm Beach County Solid Waste Authority "RRI".

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Town Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Town and the Contractor.

B. Town's Obligation - Billing, Collection, Payments:

1. The Town will be responsible for the billing and collection of payments for those units included in the Town's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Town shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town collects from customers for such service. Payments from the Town to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Town shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Town shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Town shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Town's Fiscal Year will be added to the customer service list and payment will be paid by the Town to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Town to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the agreement, the Dwelling Unit becomes part of the total number of the subsequent

year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Town, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Town, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Town has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Town reserves the right to correct any errors of omission or commission per the laws and rules that govern the Town. In the event the Town pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.
- C. **Solid Waste Disposal Costs:** Collection service costs and solid waste disposal costs shall be treated separately for the solid waste Collection services being provided pursuant to this Contract. The Contractor's payments for Collection are set out in Exhibit II. Residential and commercial solid waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit II. Residential disposal costs will be part of the special assessment billed by the Palm Beach County Solid Waste Authority to the Town. The Town will assign to the Contractor the disposal credits for each of the residential units as calculated in Exhibit II. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. These credits are set by special assessment by Palm Beach County.
- D. **Extraordinary Rate Adjustment:** The Contractor may petition the Town at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Town may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Town may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Town.
- E. The parties agree that the TOWN and its residents/customers therein shall receive a rate commensurate with the lowest rate charged by the Contractor to the Palm Beach County for Area Eight (#8) in the Palm Beach County Solid Waste Authority agreement for 2008 for comparable and like services. In such event, the rate component of this Agreement affected shall be forthwith reduced to an amount equal to the lesser rate for that component charged by the Contractor to Palm Beach County Solid Waste Authority agreement for 2008 for Area Eight (#8), such reduction shall be prospective only and not retroactive. However, in the event the comparison

discloses significant difference between the TOWN and Palm Beach County, including, but not limited to density of pick up area, offsetting higher or lower rates within the TOWN, or other rate components, size of residences or families affecting volume of solid waste per unit method of collection and length of contract or other factors, which would make a comparison of rates invalid due to such differences, then in that event there shall not be a reduction in the rate to the TOWN.

- F. At the time of execution of this Agreement, the TOWN is not collecting a franchise fee. At such time as the Town Council may authorize the collection of a franchise fee, the CONTRACTOR agrees to take all steps necessary to insure proper collection and remittance of the TOWN's franchise fee.
7. **HOLIDAYS:** The Contractor shall not be required to collect Commercial Solid Waste, Commercial Recycling, Residential Solid Waste, Vegetative Waste and Residential Recyclable Material or maintain office hours on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recyclable Material and Vegetative Waste not collected on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide for operations personnel to accept calls from the Town and the Contractor's customers.
8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit II. In the event the requested special service is not included within Exhibit II, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.
9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Town with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Town. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recyclable Material or solid waste as specified within this Contract to the Town.
- The Commercial Recycling customer will also be notified, by the Town through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed. Town personnel are available to assist the Contractor's marketing staff in expanding commercial marketing service.
10. **MANNER OF COLLECTION:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recyclable Materials and Commercial Solid Waste, Recycling and Vegetative Waste with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Any Container or Recycling Container, with the exception of Garbage Cans, damaged by the Contractor will be replaced by the Contractor within five (5)

Business Days at no cost to the customer, unless otherwise provided within this Agreement. Garbage Cans shall be replaced within three (3) Business Days. The replacement must be similar in style, material, quality and capacity. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container and Garbage Can to the point of collection.

11. PERSONNEL OF THE CONTRACTOR:

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present on all routes to direct operations in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation only with prior notification to and consent from the Town.
- D. The Contractor shall keep all contact information provided to the Town current at all times.
- E. The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name during operations.
- F. Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
- G. The Contractor's name and office telephone number shall be properly displayed on all solid waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recyclable Material shall be clearly identified for that purpose.
- H. The Contractor shall provide operating and safety training for all personnel.
- I. The Contractor's employees shall treat all customers in a polite and courteous manner.
- J. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and, if applicable, email address for all key personnel.
- K. In the event of a dispute between a customer and the Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Town.

- L. Any employee of the Contractor who removes or diverts solid waste or Recyclable Material without authorization shall be prohibited from providing solid waste or Recyclable Materials collection services under this Agreement. The Contractor shall immediately notify the Town of any scavenging activity that comes to the Contractor's attention.
12. **SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway, or the right-of-way wherein the collection shall occur. During hauling, all solid waste, Vegetative Waste and Recyclable Material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Town or the customer within two (2) Business Days unless otherwise specified within this Agreement.
13. **SOLID WASTE AND MATERIAL RECYCLING FACILITIES:** All Residential Solid Waste, Commercial Solid Waste, Vegetative Waste and Recyclable Material shall be hauled to a Designated Facility. For the Town, the Contractor is free to use any suitable Designated Facility. In the event that a load of Commercial Collection Recyclable Materials delivered to the designated facility contains more than 10% by volume of the total load of solid waste, trash or commingle within a load of paper products, the Solid Waste Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the satisfaction of the customer. It is the responsibility of the Contractor to notify the Town of any customer who has repeatedly contaminated the Recyclable Materials.
14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Collection equipment utilized in this Agreement shall be not more than five (5) years old upon commencement of this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recycling Materials collection equipment shall be of a dual compartment type (one compartment for paper products; one compartment for other Recyclable Material), separate trucks or other equipment that meets industry standards and is approved by the Contract Administrator, and must be compatible for unloading at the designated MRF or transfer station. In the event a compacting vehicle is used for the collection of Recyclable Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recyclable Materials to avoid glass breakage. Equipment utilized for the collection of Recyclable Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can

be put into service 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. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

15. **VEGETATIVE WASTE:** All Vegetative Waste from normal and customary yard clean up, shall be collected separately from Residential Solid Waste, Commercial Solid Waste and Recyclable Materials. All grass clippings, leaves, pine needles or other similar loose waste shall be bagged or containerized and not exceed 50 pounds in weight or 50 gallons in capacity, otherwise, Vegetative Waste must be no more than six (6) feet in length, with the exception of palm fronds and Christmas trees, and under 50 pounds per piece and placed neatly at the curb. The Contractor must sweep the street clean and rake up any remnants of vegetation remaining following any Vegetative waste not collected on the regular scheduled Collection day. Contractor is not required to collect debris generated by land clearing activity which includes but is not limited to stumps, tree trunks and logs.

16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Service Area. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office within Palm Beach County where complaints shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and computers able to receive e-mail, and shall be open during normal business hours and shall have a customer service representative to provide phone coverage from 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide an e-mail address, a fax machine with a dedicated fax line, and computer to receive complaints from the Town. The Contractor shall provide for the ability to receive complaints through electronic media (e-mail). Contractor must have a dedicated computer with internet access to receive, process, and respond to such communication in the same timely manner as when fax communication was utilized. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Town to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Town direction or situations requiring immediate attention. An equipment yard must be established within Palm Beach County no later than September 1, 2008. Contractor may establish an equipment yard within Palm Beach County or utilize a yard located outside Palm Beach

County provided it will increase efficiency of operations within their Service Area. Failure to establish an equipment yard may result in loss of franchise, pending the Contract Administrator's review of whether the Contractor is using his best efforts to establish an equipment yard in a timely manner. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area.

18. **COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day.

When the Contract Administrator or designated agency notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 3:00 p.m. on the next Business Day after its receipt. If a complaint cannot be resolved by 3:00 p.m. on the next Business Day following scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of complaint.

Non-conforming solid waste, Recycling and Vegetation not properly tagged by the Contractor shall be collected by Contractor by 3:00 p.m. on the next Business Day following scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to solid waste, Recyclable Materials or Vegetative Waste being left in the roadway or Garbage Cans not being returned to point of collection on scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designated agency with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Garbage Containers, which shall be repaired or replaced within three (3) Business Days. On an annual basis Contractor shall replace a minimum number of garbage Containers per Service Area as set forth in Exhibit V. Container shall be similar in size and style as that which was reported as damaged or missing and shall be replaced to the satisfaction of the customer within three (3) Business Days. Once the minimum number of Container(s) replacements as set forth in Exhibit V has been met, Contractor shall be responsible for replacing any additional Container(s) determined to be damaged or missing through negligence of Contractor's personnel (including agents, employees or subcontractors) however Contractor shall not be required to replace garbage Container(s) which exhibit signs of normal wear and tear. In the case of an unresolved

dispute, the Contract Administrator's or his designee's decision shall be final.

19. **QUALITY OF PERFORMANCE OF CONTRACTOR:** It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste and recycling Collection services. To this end, all complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 5:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received by curbside customers exceed any of the following percentage(s):

<u>Complaint Type</u>	<u>Annual %</u>	<u>Monthly %</u>
Garbage, Trash and Damage	4%	0.5%
Recycling	2%	0.25%
Vegetation	2.5%	0.35%

of the residential curbside customers within the Service Area served by the Contractor during any Town Fiscal Year, the Contract Administrator shall levy \$25.00 per incident administrative charges for those actions related to service as listed within this Agreement including:

1. Throwing of Garbage Cans or Recycling Containers
2. Failure to collect Recyclable Materials, solid waste or Vegetative Waste on schedule
3. Failure to replace Garbage Cans, Containers and Recycling Containers to the point of collection.

Repeat offenses at the same location within a 12 month period shall constitute the base fine of \$25.00 multiplied by the number of offenses (Example: 4 offenses = \$100.00 fine).

The Contract Administrator may also levy administrative charges for all other infractions of this Agreement at \$25.00 per day per incident without regard to the percentage of customer complaints including but not limited to:

1. Failure to provide clean, safe, sanitary equipment
2. Failure to maintain office hours as required
3. Failure to provide documents and reports in a timely and accurate manner
4. Damaged residential containerized service and commercial Container(s) not replaced within three (3) Business Days (i.e., rust, holes, broken lids and wheels, etc.)
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided below
6. Failure to repair damage of Customer property
7. Failure to cover materials on collection vehicle(s)
8. Collection employees out of uniform
9. Name and phone number, and if applicable, size not displayed on equipment or Containers
10. Not providing schedule and route maps

11. Using improper truck to service commercial or residential customer
12. Failure to submit disclosure notice to either customer or Contract Administrator
13. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Town, for the purpose of tracking and verifying countywide recycling activity
14. Failure to collect Recyclable Materials, solid waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period
15. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner
16. Failure to place a contamination sticker in Recycling Containers, as necessary
18. Failure to replace or provide curbside garbage Container(s) within three (3) Business Days or Recycling Container(s) within five (5) Business Days.
19. Failure to repair damage to property, resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence, within five (5) Business Days.
20. Failure to repair or replace Garbage Can or mailbox within three (3) Business Days

Failure to complete, either partially or totally, a route or community on the regular scheduled pick-up day shall be \$500.00 for each route/community per day not completed. Each missed route/community shall be completed by 10:00 p.m. of the next Business Day following regular scheduled collection day. Failure to complete, either partially or totally, a route on the regular scheduled pick-up day more than once within the same community within a 12 month period shall constitute the base fine of \$1,000.00 multiplied by the number of offenses.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor and the Town in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Town and present its defense to such assessment. At the sole discretion of the Town, Contract Administrator may secure the services of an alternate Contractor to provide collection services in the event Contractor fails or is unable to provide collection services as defined herein for a period that exceeds 48 hours after normally scheduled service. The cost to provide such "emergency service" by an alternate Contractor shall be paid by the Town and such cost deducted from defaulting Contractor's next payment.

The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Town will be final.

A. Filing of Requested Information and Documents:

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to solid waste collection and recycling collection services that is requested by the Town. The results of all recycling activity conducted by the Contractor in the Service Areas during each month, whether residential or commercial, shall be reported accurately to the Town, in a format and with such dates as specified by the Town, on or before the 10th day of the following month.
 2. The Contractor shall file and keep current with the Town all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Town that all required documents such as, but not limited to, certificates of insurance, audits, performance bond or letter of credit, route schedules and maps, drivers license certifications, and list of collection equipment vehicles, are current and on file with the Town.
20. **NATURAL DISASTERS:** In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of solid waste, Recycling, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of solid waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor, unless negotiated under a separated contract. Under a separate Agreement, the Town shall procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Town and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.
21. **UNCONTROLLABLE CIRCUMSTANCES:** Neither the Town nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the Town within ten (10) Business Days of the change.

23. **PERFORMANCE BOND:** The Contractor shall furnish to the Town a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit IV, attached. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the Town. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to the Town Attorney and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Town as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Town. Current performance bonds evidencing required coverage must be in force and on file at the Town at all times. The performance bond equation is identified as Exhibit IV, this is the same equation and formulary that is identified with the Palm Beach County Solid Waste Authority contracts for like services in Palm Beach County.

24. **EMPLOYEE WAGES AND BENEFITS:** The Contractor shall comply with all applicable Local, State and Federal laws relating to wages, hours, overtime and all other applicable laws relating to the employment or protection of employees, now or hereinafter in effect. The Contractor shall provide, at a minimum, one week paid vacation leave, one week paid sick leave and paid holiday leave. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear and safety equipment at its expense.

25. **INSURANCE:**

A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.

B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with a company acceptable to the Town and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain a \$5,000,000.00 umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Town, a political subdivision of the State of Florida, as an additional insured as its interests may appear: and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the

Town. Current certificates of insurance evidencing required coverage must be on file with the Town at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Town under the provisions of Section 26 of this Agreement.

26. **INDEMNIFICATION:** The Contractor shall indemnify and hold the Town harmless from any and all liabilities, losses or damages, attorney's fees and costs at both the trial and appellate levels that the Town may suffer as a result of claims, demands, costs or judgments against the Town arising out of the wrongful acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise directly out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Town harmless for any act, omission, negligence or other liability to the extent caused by the act or omission in whole or in part of the Town or any one of its employees or agents.

27. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services during the Fiscal Year and for three (3) years following the end of each Fiscal Year of the Contract. The Town or its designee shall have the right to review all records maintained by the Contractor upon 24 hours written notice.

28. **POINT OF CONTACT:** All dealings, contacts, notices, and payments between the Contractor and the Town shall be directed by the Contractor to the Contract Administrator or designee.

29. **NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

TO WASTE PRO:

Robert J. Hyres, Senior Vice President
Waste Pro of Florida, Inc.
2101 West SR 434
Suite # 315
Longwood, Florida 32779
Telephone: (407) 869-8800
Facsimile: (407) 786-0800

TO TOWN OF LOXAHATCHEE GROVES:

Dr. Irv Rosenbaum, Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite #2
Loxahatchee Groves, Florida 33470
Telephone: (561) 793-2418
Facsimile: (561) 793-2420

With Copy to:

David N. Tolces, Town Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 333080
Telephone No. (561) 276-9400
Facsimile No. (954) 771-4923

Notices shall be effective when received at the address as specified above. Changes in the respective address, to which such notice is to be directed, may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

30. DEFAULT OF CONTRACT:

- A. The Town may cancel this Agreement, except as otherwise provided herein, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
1. 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 or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state 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, 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 cancellation 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 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 perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Town pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Town 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 Contractor of written demand from Town to do so, 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 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).
- B. However, notwithstanding anything contained herein to the contrary, in the event of the failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Town may secure the Contractor's billing records (at the request of the Town, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim Contract collection services, the Town may hire an alternate service provider until such time as the matter is resolved, and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Town under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Town. The cost to provide interim Contract collection service shall be at the Contractor's expense, paid by the Town and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that 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 Contractor, in the opinion of Town and regardless of whether Contractor has corrected each individual condition of default, 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 Town shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Town may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth

consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Town 's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the Town all direct and indirect costs of providing interim collection service.

31. **PUBLIC WELFARE:** The Town shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to the Contractor's representative. . The Town shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by good faith negotiation and the execution of a written amendment to this Agreement between the Town and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.
32. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
33. **TITLE TO WASTE:** The Town shall, at all times, hold title and ownership to all Commercial and Residential Solid Waste, Vegetative Waste, Trash, Recyclable Material and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
34. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the

State of Florida. Any and all legal action necessary to enforce the Agreement will be held in State Circuit Court in Palm Beach County, and the Agreement will be interpreted according to the laws of Florida.

35. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.
36. **SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
37. **ASSIGNMENT AND SUBLETTING:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Town, following approval by the Town Council. The Town shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

For purposes of this section a parent subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% stock or financial interest of another person, corporation or company.

38. **MODIFICATION:** This Agreement 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. Such modification shall be in the form of a written Amendment approved by the Town Council, and executed by both parties.
39. **INDEPENDENCE OF AGREEMENT:** 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 between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Town for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

40. **ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Contract due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
41. **CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, 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 Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.
42. **OTHER RATE ADJUSTMENTS:** The Town will strictly enforce all of the provisions of the Franchise Agreement including penalty clauses for any performance quality problems. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, shall result in cancellation of all solid waste and recycling collection services with the Town.
43. **PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.
44. **SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator.

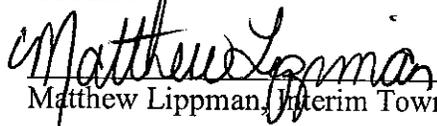
45. **COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Town of Loxahatchee Groves is a Florida municipal corporation, governed by the Laws of the State of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Town's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor hereby waives any legal causes of action regarding the Town's competency and/or ability to enter into solid waste collection franchise agreements.
46. **COMMUNITY SERVICE:** The Contractor shall provide no less than one (1) roll-off Container, or a Front Load Container for placement and collection for items collected for the Town's community clean-up events. Contractor shall provide container(s) for this service four (4) times each year for the community clean-ups. These services will be at no cost to the Town, the hauling and disposal will be at the cost of the Contractor.

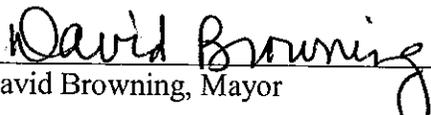
The Contractor will provide to the Town the services to remove illegally dumped trash within the Town's municipal boundaries. The Contractor will remove up to 100 cubic yards per year of illegally dumped trash for the Town "Free of Charge". These services can be provided by Roll-off container, Front Load Container or Rear load vehicle. The type of removal will be determined by mutual agreement between the Contract Administrator and the Contractor. If the Town needs more than the (100) yards of illegally dumped trash removal in a current calendar year than the charges for services is the Town will pay for the disposal fees and (1/2) one half of the contracted Roll-off rate, or regular Front Load Container charges, or the estimated charges for the use of the Rear Load vehicle. The charges, ways and mean will be determined and agreed upon by the Contract Administrator and the Contractor.

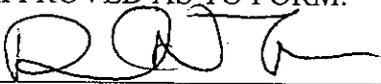
47. **CONTRACT PREPARATION:** Prior to the commencement of the term of this franchise Agreement, the Contractor shall work with diligence, and take all steps necessary to prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the time schedule as set out in Exhibit VII.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

 Matthew Lippman, Interim Town Clerk

BY: 
 David Browning, Mayor

APPROVED AS TO FORM:

 David N. Tolces, Town Attorney

WASTE PRO OF FLORIDA, INC.

BY: Russell Mackie

Print Name: Russell Mackie

Title: Regional Vice President

BY: _____
_____, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

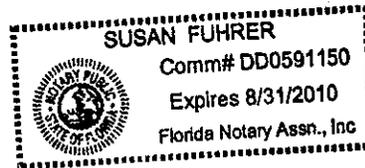
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Russell Mackie of Waste Pro of Florida, Inc. who is personally known to me or has produced _____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of Waste Pro of Florida, Inc. of for the use and purposes mentioned in it and that the instrument is the act and deed of the Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22 day of July, 2008.

Susan Fuhrer
NOTARY PUBLIC

My Commission Expires:

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EXHIBITS

EXHIBIT I

LEGAL DESCRIPTION FOLLOWS

EXHIBIT II

Approved Rate Schedule
for
The Town of Loxahatchee Groves
FY 2008-09 Monthly Rate

Residential Collection (per unit)

<u>SERVICES</u>	<u>CURBSIDE SERVICES</u>
Solid Waste	\$ 18.00 (2x/wk)
Vegetative	\$ 7.00 (1x/wk)
Recycling	\$ 4.50 (1x/wk)
Total	\$ 29.50 (per unit per month)

COMMERCIAL RECYCLING AND SOLID WASTE COLLECTION RATES

Container Solid Waste Collection Rate	\$ 2.40 Per Cubic Yard
Compactor Collection Rate (8 cubic yards of less)	\$ 3.00 (1.25x the container collection rate)
Compactor Collection Rate (greater than 8 cubic yards-Roll-off Compactors)	\$ 249.00 Per Pull
Roll-Off Collection Rate	\$ 229.00 Per Pull

Note: Commercial Solid Waste Collection Rate for commercial customers receiving Garbage Can Collection Service shall be the same as the Residential Solid Waste Collection Rate, above. If frequency of service is more or less than twice a week (2x/wk), then the commercial can collection rate shall be prorated accordingly.

**SPECIAL SERVICES RATES DETERMINED BY THE TOWN
(NOT TO BE ADJUSTED DURING TERM)**

<u>SERVICE</u>	<u>RATE PER SERVICE</u>
Rolling Out Commercial 95 or 101 Gallon container , with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$2.70
Back Door Service (Residential Curbside Only)*	\$22.00 per dwelling unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above twice per year)	\$25.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$65.00 Special Service Fee Plus 2 times Applicable Commercial Collection Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or special equipment required because of impaired accessibility	Negotiable
Turn around compactors (commercial customer only)	\$10.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$65.00 Special Service Fee Plus \$18.00 Per CY
Residential Mixed Collection (vegetation with C&D and/or bulk)	\$65.00 Special Service Fee Plus \$22.00 Per CY

RATES DETERMINED BY THE TOWN

(NOT TO BE ADJUSTED DURING TERM)

MONTHLY CONTAINER RENTAL RATES

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
1 YD	\$19.00
2 YD	\$20.00
3 YD	\$21.00
4 YD	\$22.00
6 YD	\$25.00
8 YD	\$27.00
Permanent Open-top Roll-off Container	\$75.00

EXHIBIT III
Payment Adjustment Schedule

The annual adjustment shall be applied to the base residential and commercial collection rates as shown in Exhibit II and as provided within this Agreement.

1) The following cost components and weights shall be used to calculate the annual adjustment:

Labor	35%
Fuel	10%
Vehicle Maintenance	05%
Maintenance	10%
Other/Administration	40%

2) The following indices are used to calculate the adjustment for each cost component category. The change in each index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average over the previous twelve month period.

COST COMPONENT

Labor	INDEX Employment Cost Index , Series ID CIU2015600000000L, Not Seasonally Adjusted; Compensation – Total Compensation; Sector – Private Industry; Periodicity – Quarterly Index Number; Industry/Occupation – Administrative and Support and Waste Management and Remediation Services (see Note 2 below)
Fuel	INDEX Consumer Price Index - All Urban Consumers , Series ID CUUR0000SETB01, Not Seasonally Adjusted; Area - U.S. City Average; Item - Gasoline (all types).
Vehicle Replacement	INDEX Producer Price Index - Commodities , Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.
Maintenance	1/3 LABOR: INDEX: Producer Price Index - Commodities , Series ID WPU141106, Not Seasonally Adjusted; Group – Transportation Equipment; Item – Trucks over 14,000 lbs. GVW.

2/3 PARTS:

INDEX:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SETC, Not Seasonally Adjusted; Area – U.S. City Average; Item – Motor Vehicle Parts and Equipment.

Other (Note 1)

INDEX

75% of:

Consumer Price Index – All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted; Area – U.S. City Average; Item – All Items.

Notes:

- (1) All indices as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov).
- (2) Use average of four quarterly periods. All others use average of twelve months.
- (3) The percentage weight for each cost component is multiplied times the change in each appropriate index to calculate a weighted percentage change for each component cost factor. The weighted percentage changes for each cost component are added together to calculate the Refuse Rate Index, as follows:

RRI Sample

Cost Component Chng	Weight	Source	%Change	%Weighted
Labor	35%	ECI	1.20%	0.42%
Fuel and Oil	10%	CPI	-9.17%	-0.73%
Vehicle Replacement	5%	PPI - Trucks	3.74%	0.19%
Maintenance Parts & Equipment	10%	2/3 CPI 1/3 ECI	3.21%	0.32%
Other	40%	CPI - All Items at 75%	1.84%	0.58%
Total	100%			0.78% RRI

EXHIBIT IV

COLLECTION FRANCHISE AGREEMENT

PERFORMANCE BOND REQUIREMENT

This is Performance bond is based on the contract from the Palm Beach County Solid Waste Authority to all Waste Collection Contractors serving the Authority in Palm Beach County. The wording and calculations are currently used by the Palm Beach County Solid Waste Authority.

The annual performance bond due to the Town from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Solid Waste Authority of Palm Beach County) x 1/3 = Performance Bond Required

Sample Performance Bond Requirement

Gross Revenue	\$ 575,000 (based on 1225 homes)
Less Disposal Fees	<u>\$ 175,000 (Estimated at 30%)</u>
	\$ 400,000

Annual Performance Bond Requirement = $0.3333 \times \$400,000 = \$134,000$

EXHIBIT V

Annual Garbage Can Replacement Minimum Requirements

<u>Service Area</u>	<u>Number of Garbage Cans</u>
1	50
2	10
3	80
4	70
5	70
6	50
7	150
8	80
9	5
10	70
11	70

The replacement must be similar in style, material, quality and capacity to that which was damaged or reported as missing and replaced to the satisfaction of the customer within three (3) Business Days..

*** Note *** The number of cans replaced in the Town will be based on the percentage of all homes in area 8 based on Palm Beach County Solid Waste Authority agreement. A determination between the Contract Administrator and the Contractor can be made to determine the amount of containers replaced per year.

EXHIBIT VI

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted; two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this franchise Agreement is shown below.

(Contractor)
Statement of Revenues and Disposal Expenses
(Residential or Commercial) Service Area (#)
For (month, year) ended (month, year)

Revenues:

(list by type - commercial and residential,
including collection rates, container rental,
special service rates, etc.)

Total Revenue

\$ _____

\$ _____

Disposal Expenses:

Disposal fees paid to the Authority

\$ _____

Net

\$ _____

**EXHIBIT VII
CONTRACT PREPARATION**

Task	Completion Deadline
Hire Operations Manager and provide verification to SWA	6/2/08
Provide SWA with truck orders or verification of vehicle source(s)	6/2/08
Submit Residential Curbside Routing to SWA	6/2/08
Hire supervisors and provide verification to SWA	7/7/08
Secure container source and provide verification to SWA	7/7/08
Equipment yard and office sited and set up	8/25/08
Office and accounting staff hired and in place	8/25/08
Maintenance staff hired and in place	8/25/08
Disposal bond in place with SWA for October 1, 2003	8/25/08
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/1/08
Secure vehicles	9/1/08
Supervisors run routes	9/1/08 through 9/30/08
Drivers hired and in place	9/15/08
Drivers and supervisors run routes	9/15/08 through 9/30/08
Disclosure notices mailed to commercial customers	9/15/08



TOWN OF LOXAHATCHEE GROVES

BID NO: 2013-002

Solid Waste and Recycling Collection Services

**Town Clerk's Office
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470**

Bid Submission Deadline: June 26, 2013 at 2:00 p.m.



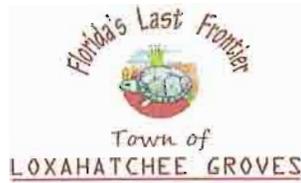
wasteprousa.com

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Tab 1.

BID FORMS



BID FORM
Special Services

Service	Rate Per Service
Rolled Out Commercial 95 or 101 Gallon container, with 10 or more feet per direction	\$1.00 (No charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction.)
Rolled Out Container (and returning it to original location)	\$ 2.70
Back Door Service (Residential Curbside Only)	\$ 22.00 per dwelling unit
Opening (and closing) Door or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for replacements based on cost + 10%
Unlocking Containers	\$1.35
Supplying (and retro lifting) locking mechanism or container	\$55.00
Adding wheels to or changing wheels on containers	No Charge
Adding lids to or changing lids on containers	No Charge
Moving container location per customer request	No Charge
Changing out Sizes (above twice per year)	\$25.00
Additional Schedule Pick-Ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charge)
Special Service or special equipment required because of impaired accessibility	Negotiable
Turn around compactors	\$10.00 No charge for Multifamily)

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 1				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Solid Waste - 2x/wk	Mon & Thurs	Dollars (\$ 15.60)	1260	\$ 19,656.00
	Tues & Fri			
Recycling - 1x/wk	Mon & Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
	Thurs & Fri			
Vegetative - 1x/wk		Dollars (\$ 8.50)	1260	\$ 10,710.00
Residential Total Monthly Cost				\$ 34,650.00
				Multiply by 12 mths
Total Annual Curbside Option No 1 Bid				\$ 415,800.00
If awarded All Services - Total Annual Curbside Option No. 1 Bid				\$ 415,800.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment
 No such change will require a price adjustment

3

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 1-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Curbside Solid Waste - 1x/wk	Mon Tues	Dollars (\$ 14.60)	1260	\$ 18,396.00
Curbside Recycling - 1x/wk	Mon Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
Curbside Vegetative - 1x/wk	Mon Tues	Dollars (\$ 8.50)	1260	\$ 10,710.00
		Residential Total Monthly Cost		\$ 33,390.00
				Multiply by 12 mths
		Total Annual Option No 1-A		\$ 400,680.00
		If awarded All Services - Total Annual Option No. 1-A		\$ 400,680.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment
 No such change will require a price adjustment

4

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Semi-Automated Service Option No. 2				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 2x/wk	Mon & Thurs Tues & Fri	Dollars (\$ 17.10)	1260	\$ 21,546.00
Curbside Recycling - 1x/wk	Mon Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
Curbside Vegetative - 1x/wk	Thurs Fri	Dollars (\$ 8.50)	1260	\$ 10,710.00
		Residential Total Monthly Cost		\$ 36,540.00
				Multiply by 12 mths
		Total Annual Option No 2		\$ 438,480.00
		If awarded All Services - Total Annual Option No. 2		\$ 438,480.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment
 No such change will require a price adjustment

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The **UNDERSIGNED BIDDER**, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Curbside Service Option No. 2-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 1x/wk	Mon Tues	Dollars (\$ 16.10)	1260	\$ 20,286.00
Curbside Recycling - 1x/wk	Mon Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
Curbside Vegetative - 1x/wk	Mon Tues	Dollars (\$ 8.50)	1260	\$ 10,710.00
		Residential Total Monthly Cost		\$ 35,280.00
				Multiply by 12 mths
			Total Annual Option No 2-A	\$ 423,360.00
		If awarded All Services - Total Annual Option No. 2-A		\$ 423,360.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment

No such change will require a price adjustment

6

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Automated Service Option No. 3				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 2x/wk	Mon & Thurs Tues & Fri	Dollars (\$ 19.90)	1260	\$ 25,074.00
Curbside Recycling - 1x/wk	Mon Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
Curbside Vegetative - 1x/wk	Thurs Fri	Dollars (\$ 10.20)	1260	\$ 12,852.00
		Residential Total Monthly Cost		\$ 42,210.00
				Multiply by 12 mths
		Total Annual Option No 3		\$ 506,520.00
		If awarded All Services - Total Annual Option No. 3		\$ 506,520.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment
 No such change will require a price adjustment

BID FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

The UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 2013-002, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

Automated Service Option No. 3-A				
Residential	Days of Week	Unit Cost Per Month	Estimated Units	Extension
Containerized Solid Waste - 1x/wk	Mon Tues	Dollars (\$ 18.40)	1260	\$ 23,184.00
Curbside Recycling - 1x/wk	Mon Tues	Dollars (\$ 3.40)	1260	\$ 4,284.00
Curbside Vegetative - 1x/wk	Mon Tues	Dollars (\$ 10.20)	1260	\$ 12,852.00
		Residential Total Monthly Cost		\$ 40,320.00
				Multiply by 12 mths
		Total Annual Option No 3-A		\$ 483,840.00
		If awarded All Services - Total Annual Option No. 3-A		\$ 483,840.00

Should it be necessary to delineate from the scheduled pick up dates identified in the Bid, please **check box** if such change will require a price adjustment.

Yes such change will require a price adjustment
 No such change will require a price adjustment



BID FORMS SIGNATURE PAGE

SOLID WASTE AND RECYCLING COLLECTION SERVICE

BID NO. 2013-002

Bidder understands that the Town reserves the right to reject any and all Bids and to waive any informality in bidding.

By (Signature):	<i>John Jennings</i>	Date:	6/20/13
Name (Printed):	John Jennings	Title:	President and CEO
Company Name:	Waste Pro of Florida, Inc.		
Address:	411 Tall Pines		
	West Palm Beach, FL 33413		
Contact Information:	FAX:	Office:	
	561-688-8914	561-688-8912	
	Cell/Mobile	E-Mail:	
	407-869-8800	jjennings@wasteprousa.com	

Tab 2.

***ADDENDUM
ACKNOWLEDGEMENT
FORM***



ADDENDUM ACKNOWLEDGMENT FORM

SOLID WASTE AND RECYCLING COLLECTION SERVICES

BID NO. 2013-002

ADDENDUM NO.	INITIALS CONFIRMING RECEIPT
Addendum 1-June 18,2013	

IMPORTANT: This form is to be submitted in the Bid Envelope. Failure to do so, subjects Bidder to a determination of Non- Responsiveness.

Name of Bidder: Waste Pro of Florida, Inc.

Tab 3.

ADDITIONAL FORMS

3.1

Certificate of Authority

Certification Form (Page 1 of 4)

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

STATE OF Florida)
) SS:
COUNTY OF Seminole)

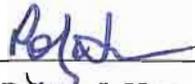
I HEREBY CERTIFY that a meeting of the Board of Directors of the Waste Pro of Florida, Inc.

A corporation existing under the laws of the State of Florida, held on June 18, 2013, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, June 26, 2013, to the Town of Loxahatchee Groves and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 18th, day of June, 2013

Secretary: 
Robert J. Hyres

(SEAL)

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY RESPONSE.

3.2

Insurance Indemnification Form

Indemnification and Insurance

INDEMNIFICATION

Successful Proposer shall indemnify, defend and hold harmless the Town and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by the Contract which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Successful Proposer or its employees, agents, or subcontractors (collectively referred to as "Proposer"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnitees, or any of them or (ii) the failure of the Successful Proposer to comply with any of the provisions in the Contract or the failure of the Successful Proposer to conform to statutes, ordinances or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of the Contract. Successful Proposer expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Proposer, or any of its subcontractors, as provided above, for which the Successful Proposer's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

Successful Proposer further agrees to indemnify, defend and hold harmless the Indemnitees from and against (i) any and all Liabilities imposed on account of the violation of any law, ordinance, order, rule, regulation, condition, or requirement, in any way related, directly or indirectly, to Successful Proposer's performance under the Contract, compliance with which is left by the Contract to the Proposer, and (ii) any and all claims, and/or suits for labor and materials furnished by the Successful Proposer or utilized in the performance of the Contract or otherwise.

Where not specifically prohibited by law, Successful Proposer further specifically agrees to indemnify, defend and hold harmless the Indemnitees from all claims and suits for any liability, including, but not limited to, injury, death, or damage to any person or property whatsoever, caused by, arising from, incident to, connected with or growing out of the performance or non-performance of the Contract which is, or is alleged to be, caused in part (whether joint, concurrent or contributing) or in whole by any act, omission, default, or negligence (whether active or passive) of the Indemnitees. The foregoing indemnity shall also include liability imposed by any doctrine of strict liability.

The Successful Proposer shall furnish to Town of Loxahatchee Groves, c/o Town Manager, 14579 Southern Boulevard, Suite 2, Loxahatchee Groves, Florida 33470, Certificate(s) of Insurance prior to contract execution which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Proposer as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. TOWN must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than statutory combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of Best's Key Rating Insurance Guide or acceptance of insurance company which holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

Indemnification and Insurance (cont.)

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the Successful Proposer of his liability and obligation under this section or under any other section of this Agreement.

The Successful Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Proposer.

--If insurance certificates are scheduled to expire during the contractual period, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the Town at a minimum of ten (10) calendar days in advance of such expiration.

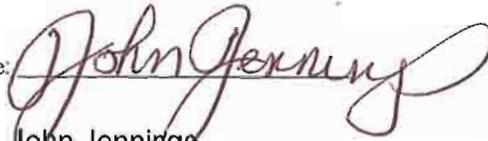
--In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Town shall:

- A) Suspend the Contract until such time as the new or renewed certificates are received by the Town in the manner prescribed in the Invitation to Bid.
- B) The Town may, at its sole discretion, terminate the Contract for cause and seek re-procurement damages from the Successful Proposer in conjunction with the violation of the terms and conditions of the Contract.

The undersigned Proposer acknowledges that (s)he has read the above information and agrees to comply with all the above Town requirements.

Proposer: Waste Pro of Florida, Inc.
(Company name)

Signature:



Date: 6/20/13

Print Name:

John Jennings
President and CEO

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

3.3

Public Entity

Crime Form

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON THE PUBLIC ENTITY CRIMES

(To be signed in the presence Of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA
Geminole COUNTY

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer Waste Pro of Florida, Inc.
Business address 411 Tall Pines Road, West Palm Beach, FL 33413

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please mark the appropriate paragraph below:

Neither the proposer, contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the proposer or contractor nor any affiliate of the proposer or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Sworn Statement (cont.)

Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

19

_____ There has been a conviction of a public entity crime by the proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the proposer or contractor who is active in the management of the proposer or contractor or an affiliate of the proposer or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

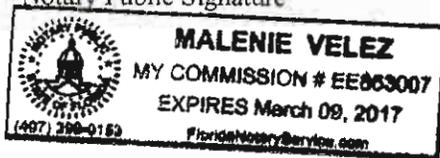
A copy of the order of the Division of Administrative Hearings is attached to this statement


Proposer's Signature

Sworn to and subscribed before me on this 24 day of June, 2013


Notary Public Signature

(affix seal)



19a.

3.4

Affirmative Action Policy

Sample Affirmative Action Policy
For Equal Employment Opportunity

**AFFIRMATIVE ACTION/
EQUAL EMPLOYMENT OPPORTUNITY - POLICY STATEMENT**

Waste Pro of Florida, Inc.

It is the policy of (Company Name) to base its hiring and promotions on merit, qualifications and competency and that its personnel practices will not be influenced by an applicant's or employee's race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

Waste Pro of Florida, Inc

One of the management duties of all principals at (Company Name) is to ensure that the following personnel practices are being satisfied:

1. Take every necessary affirmative action to attract and retain qualified employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.
2. Maintain equitable principles in the recruitment, hiring, training, compensation and promotion of employees.
3. Monitor and review personnel practices to guarantee that equal opportunities are being provided to all employees, regardless of race, color, place of birth, religion, national origin, sex, age, marital status, veteran and handicapped status.

Waste Pro of Florida, Inc.

(Company Name) is committed to take affirmative action and aggressively pursue activities that will serve to enable all employees and applicants opportunities available throughout this organization.

Waste Pro of Florida, Inc.

Clearly, the above actions cannot be accomplished as a secondary duty for any individual, despite the full support of management. And so, to monitor our efforts, (Company Name) has assigned one of its principals as the Affirmative Action Director to monitor all activities of this program.

Larry Argiro

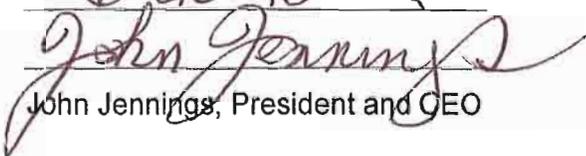
407-869-8800

Employees may contact (Name of assigned principal) at (telephone number) regarding this Affirmative Action Policy.

DATE:

6-20-13

(SIGNATURE/TITLE):


John Jennings, President and CEO

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE.

3.5

Non-Collusion Affidavit

Non-Collusive Affidavit

State of Florida)

County of Seminole)

John Jennings Being first duly sworn deposes and says that:

(1) He/she is the President and CEO of the Proposer that has
(Owner, Partner, Officer, Representative or Agent)

Submitted the attached proposal;
He/she is fully informed respecting the preparation and contents of the attached proposal and of
All pertinent circumstances respecting such proposal;
Such proposal is genuine and is not a collusive or sham proposal;
Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
Employees or parties in interest, including this affiant, have in any way colluded, conspired,
Connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a
Collusive or sham proposal in connection with the work for which the attached proposal has been
Submitted; or to refrain from bidding in connection with such work; or have in any manner,
Directly or indirectly, sought by agreement or collusion, or communication, or conference with
And Proposer, firm or person to fix the price or prices in the attached proposal or of any other
Proposer, or to fix an overhead, profit, or cost elements of the proposal price or the proposal
Price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or
Unlawful agreement any advantage against (Recipient), or any person interested in the proposed
Work;
The price or prices quoted in the attached proposal are fair and proper and are not tainted by any
Collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other
of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
In the presence of:

Cody A. Oate

State of FLORIDA
County of Seminole

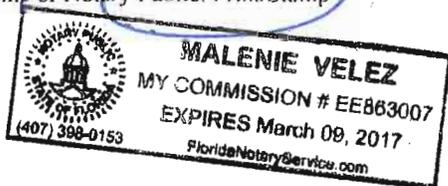
By: John Jennings
(printed name and title)
John Jennings, President and CEO

The foregoing instrument was acknowledged before me this 20 day of June

2013 by John Jennings, who is personally known to me or who has produced
As identification and who did (did not) take an oath.

WITNESS my hand and official seal

Malenie Velez
Notary Public
(Name of Notary Public: Print/Stamp)



3.6

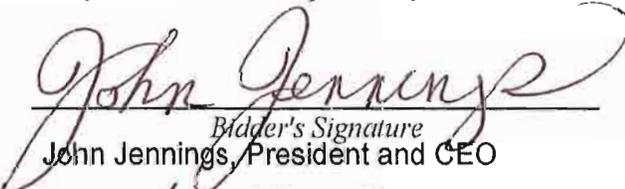
Drug Free Work Place (DFW) Form

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
Waste Pro of Florida, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidder's Signature
John Jennings, President and CEO
6-20-13

Date

Tab 4.

BID BOND/SECURITY

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Waste Pro of Florida, Inc
P. O. Box 7209, Longwood, FL 32791

as Principal, hereinafter called the Principal, and Aspen American Insurance Company
2115 Rexford Road, Suite 310, Charlotte, NC 28211

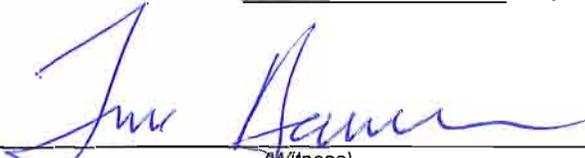
a corporation duly organized under the laws of the State of TX
as Surety, hereinafter called the Surety, are held and firmly bound unto The Town of Loxahatchee Groves
14579 Southern Blvd., Ste #2, Loxahatchee Groves, FL 33470

as Obligee, hereinafter called the Obligee, in the sum of Two Point Five Percent of the Total Annual - If Awarded all
Services Option Dollars (\$ 2.5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solid Waste and Recycling Collection Services, Bid No. 2013-002

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 19th day of June, 2013


(Witness)

Waste Pro of Florida, Inc
(Principal) (Seal)

By: 
(Title)

Aspen American Insurance Company
(Surety) (Seal)


(Witness)
Bonnie T. Atnip

By: 
Attorney-in-Fact Nicole M. Colley (Title)



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Arthur L. Colley; Nicole M. Colley; Bonnie T. Atnip of Nielson, Colley & Associates its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 13th day of January, 2012.

STATE OF CONNECTICUT

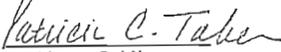
SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company


Mathew Raino, Vice President

On this 13th day of January, 2012 before me personally came Mathew Raino to me known, who being by me duly sworn, did depose and say: that he/she is, Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation, the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

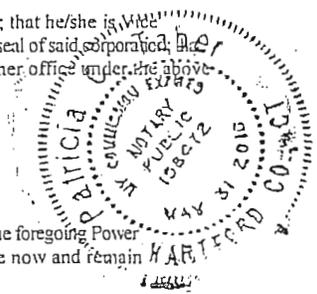

Notary Public

My commission expires: 5/31/2016

CERTIFICATE

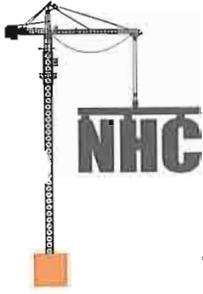
I, the undersigned, Mathew Raino of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 19 day of June, 2013



By:  Name: Mathew Raino, Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspenspecialty.com



NIELSON, COLLEY & ASSOCIATES

June 20, 2013

Town of Loxahatchee Groves
14579 Southern Boulevard, Suite 2
Loxahatchee Groves, FL 33470

RE: Waste Pro of Florida, Inc.
Bid No. 2013-002
Solid Waste and Recycling Collections Services

To Whom It May Concern,

This is to advise that we provide Bid, Performance, and Payment Bonds for Waste Pro of Florida, Inc. Their surety is Aspen American Insurance Company which carries an A.M. Best Rating of A Class XV and is listed in the Department of the Treasury's Federal Register. Aspen American Insurance Company is licensed to do business in the state of Florida.

Waste Pro of Florida, Inc. is an excellent company and we hold them in the highest regard. We feel extremely confident in their capacity and encourage you to offer them the opportunity to perform for you.

If Waste Pro of Florida, Inc. is awarded a contract by the Town of Loxahatchee Groves, and requests us to issue an annual performance bond for the total contract amount, based on normal and standard underwriting criteria at the time of request, we are prepared to issue the bond. This letter is not an assumption of liability; we reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue any bonds.

Should you have any questions, etc. please don't hesitate to give us a call.

Sincerely,

Nicole M. Colley
Contract Bond Specialist

2115 Rexford Road
Suite 310
Charlotte, NC 28211
P: 704.362.3991
F: 704.362.3995
www.nielsonbonds.com

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, COLLEY & ASSOCIATES, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

Tab 5.

CHECKLIST

Check List

Submitted with Proposal

Special Services Rate Schedule This form must be completed, signed and returned with Proposal	YES <u>XX</u>
Bid Form and Bid Form Signature Pages consisting of 7 pages: Option 1, 1-A, 2, 2-A, 3, and 3-A, and one signature page These form must be completed, signed and returned with Proposal	YES <u>XX</u>
Addendum Acknowledgement Form This form must be signed and returned with Proposal	YES <u>XX</u>
Certificate of Authority This form must be completed, signed, and returned with Proposal	YES <u>XX</u>
Insurance Requirements Acknowledgement of receipt of information on the insurance for this Request for Bid must be signed and returned with Proposal	YES <u>XX</u>
Public Entity Crime Form This form must be completed, signed and returned with Proposal	YES <u>XX</u>
Affirmative Action Policy for Equal Employment Opportunity Submit Sample	YES <u>XX</u>
Non Collusive Affidavit This form must be completed, signed and returned with Proposal	YES <u>XX</u>
Drug Free Work Place (DFW) Form This form must be completed, signed and returned with Proposal	YES <u>XX</u>
Bid Bond/Security Must be included with Bid	YES <u>XX</u>
Complete Bid Proposal with all required forms and attachments.	YES <u>XX</u>

Tab 6.

***COMPANY
INFORMATION***

Tab 6.1

Company Background



WASTE PRO OF FLORIDA, INC.

"Caring For Our Communities"

P.O. Box 917209
 Longwood, FL 32791
 Phone 407.869.8800
 Fax 407.869.8884
www.wasteprousa.com

-  Transfer Stations
-  Hauling Companies
-  Corporate Headquarters
-  Landfills
-  Municipal Contracts
-  Military Contracts
-  Recycling Processing Facilities



FAST FACTS

History:

Fastest growing privately owned solid waste company in the Southeastern United States. Founded in 2001 by John Jennings; a second generation legend in the business.

Services:

Residential and Commercial Collection, Recycling, Processing and Disposal of public and private solid waste.

Current Service Area:

Florida, Georgia, North Carolina, South Carolina, Alabama, Mississippi, Louisiana, and Tennessee.

Office Locations:

More than 70 separate operating facilities including landfills in nine regional market areas. Operating locations in 60 of Florida's 67 counties. More than one million square feet of office and industrial space on 500 acres.

Customers:

More than 20 million residential and commercial customer services a month to a base of more than 1.8 million residential customers, over one hundred and fifty exclusive municipal franchises and thirty eight thousand commercial customers.

Page Two

Employees:

Two thousand and four hundred motivated and decentralized employees, led by Regional Vice Presidents and a streamlined corporate staff in Longwood, Florida.

Fleet:

Waste Pro maintains a fleet of more than 1,400 clean, state of the art trucks, featuring high impact community oriented graphics.

Our fleet is estimated to be valued at more than \$350 million. In 2011, Waste Pro announced a \$100 million investment in Compressed Natural Gas powered collection and recycling trucks. Our first CNG fueling facility in Ft. Pierce, Florida, opened its doors in August of 2012. Additionally, we maintain state of the art recycling processing facilities and landfill operating equipment.

Revenue Growth--Investment Partners:

Since 2001, Waste Pro experienced unprecedented revenue increases. Our 2012 revenues exceeded \$420 million. The company is fiscally sound and poised for even more dramatic growth during the next five years.

Waste Pro Family of Companies:

- American Recycling of Georgia, Atlanta
- American Recycling of Alabama, Birmingham
- Delta Sanitation, Gautier, Mississippi
- American Transportation Services, Atlanta
- Greenstar Recycling of Atlanta
- Green Key Environmental Solutions, Miami
- Mississippi Industrial Waste, Columbus, Mississippi
- Acadian Waste Disposal Service, Gonzales, Louisiana

WASTE PRO USA, INC. EXECUTIVE SUMMARY

WASTE PRO USA, INC. (Waste Pro) is headquartered in Longwood, Florida and is managed by the southeastern United States' most experienced team of waste professionals. Many years ago, we became known as a people company because our employees and our customers worked hand-in-hand to create a WIN-WIN situation. We realized that our customers signed our paychecks and we would strive to satisfy our customer needs and wishes.

When John Jennings started his first waste collection company in 1973 he didn't think about how big his company could become – he knew only that his customers paid for a service and he wanted to provide the best service he could. He wanted to distinguish himself from the other companies. And he did! His business began to grow and expand. He started in Orange County, Florida in the residential business and soon expanded into the commercial business. In 1976, he expanded into Seminole County and in 1981 opened a site in St. Cloud in Osceola County. By 1983, he ventured into Volusia and then Flagler Counties. By 1992, the Jennings companies had expanded operations to include municipal consulting and sales. To more adequately describe the total services being offered by the group, John incorporated JENNINGS ENVIRONMENTAL SERVICES, INC. in March of 1992 and used this vehicle for expansions and acquisitions.

John Jennings met John Drury, then a Regional Vice President for BFI, in 1979. John Drury later became President of BFI and subsequently Chairman and CEO of USA Waste Services, Inc. (USA). As both companies grew, a professional friendship developed between the two men leading to the transaction in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first tier subsidiary of USA and John Jennings headed up corporate activities for Florida and the Caribbean. JENNINGS and USA grew rapidly and, in fact, acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA in size the board of directors elected to change the USA name to Waste Management.

The Jennings Team is made up of people who prefer day-to-day contact with both our employees and our customers. Our philosophy is drastically different than the corporate bureaucratic make up of the big national companies. Our adherence and dedication to customer service differed from the dictates of a corporate national policy. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employees and their families was thought to be old fashioned.

Fred Wood, Senior Vice President has been an integral part of the JENNINGS TEAM now for over twenty-five years. Fred has been involved in every aspect of the business and now in addition to his other duties is a Senior Vice President. Seventeen years ago Bob Hyres, Executive Vice President and Corporate Secretary, was added to our senior management team. Bob has been involved in the solid waste business in Florida since 1972. He has served as Chairman for the Florida Chapter of the National Solid Wastes Management Association. He is also the past Chairman of the Advisory Board for the Florida Center for Solid and Hazardous Wastes Study, a University of Florida research center and currently serves as a Board Member of SWANA.

Our entire team decided that we needed to sever our relationship with Waste Management and begin to offer our type of customer service relationships to all our customers. We left en mass in January 2000 and agreed to stay out of waste collection in North and Central Florida for one year. We decided to provide consulting; demolition, land clearing, and site work in Florida and began

waste collection in Georgia and South Carolina and have now expanded into Alabama, Mississippi, Louisiana, North Carolina and Tennessee. As we grew, more key personnel joined the team including Don Phillips, CFO, who heads Waste Pro's financing and banking area, Cort Sabina Vice President and Corporate Controller leading accounting and financial reporting, Jeanie Dubinski Chief Legal Officer, Ron Pecora Senior Vice President and Regional Vice Presidents Keith Banasiak, Tim Dolan, Russell Mackie, Ralph Mills and Bob tenHaaf.

Today we are proud to offer services from seventy (70) locations in eight (8) states including Alabama, Florida, Georgia, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Waste Pro holds one hundred and sixty three (163) exclusive City and County franchises. Waste Pro is currently contracted to provide solid waste and recycling services to over 1,600,000 residences and over 34,000 businesses. In addition, Waste Pro is now the largest recycling company in several of its locations including Atlanta, Birmingham, North Florida and Sarasota-Bradenton.

The trucks that are used by Waste Pro are constructed to be safe, productive and provide a comfortable work base for our employees. The trucks are kept clean and have a striking environmentally themed color scheme with customized signage to represent local themes in each district area. The trucks are equipped with closed circuit television and audio for safety purposes. The hydraulic lines are reinforced with an exterior armor to prevent leakage and hydraulic spills. Waste Pro is a well-funded private company with the resources and commitment to provide Cities, Counties and private commercial businesses. With the finest service available. We look forward to assisting in the WIN-WIN relationship that can begin TODAY!

70 OPERATING LOCATIONS

Albany, GA Archer, FL Asheville, NC Athens, GA Atlanta, GA Baton Rouge, LA Bessemer, AL
Blountstown, FL Bunnell, FL Bradenton/Sarasota, FL Ball Ground, GA Birmingham, AL Charlotte,
NC Citrus County, FL Clearwater, FL Cocoa, FL Columbia, SC Columbus, MS Concord, NC
Crestview, FL Doraville, GA Daytona Beach, FL East Point, FL Elkton, FL Ft. Lauderdale, FL
Hollywood, FL Ft. Myers, FL Freeport, FL Ft. Pierce, FL Fanning Springs, FL Gainesville, FL
Gautier, MS Gonzales, LA Gulfport, AL Hardeeville, SC Hattiesburg, MS Hilton Head, SC
Indian Trail, NC Interlachen, FL Kemper County, MS Lynn Haven, FL Jacksonville, FL
Jackson, MS Lake City, FL Louisville, MS Memphis, TN Meridian, MS Miami, FL Milton, FL
Mobile, AL Natchez, MS New Orleans, LA New Smyrna Beach, FL Ocala, FL Orlando, FL
Palatka, FL Panama City, FL Panama City Beach, FL Port St. Joe, FL Quincy, FL Sanford, FL
St. Augustine, FL Summerville, SC Southport, FL Southaven, MS Vicksburg, MS
West Palm Beach, FL Tallahassee, FL West Bay, FL
Apalachicola, FL Arcade, GA Archer, FL

163 EXCLUSIVE MUNICIPAL CONTRACTS

Allgood AL,	Alachua, FL	Apalachicola, FL
Arcade, GA	Archer, FL	Beaufort, SC
Belleview, FL	Belmont NC	Bessemer City, NC
Bibb County, AL	Biloxi, MS	Bloomingdale, GA
Bradenton Beach, FL	Brent AL	Bonifay, FL
Bowman, GA	Bristol, FL	Brookhaven, MS
Branford, FL	Brooker, FL	Buncombe County, NC
Calhoun County, FL	Canton, MS	Carl, GA
Carthage, MS	Casselberry, FL	Cape Canaveral, FL
Cape Coral, FL	Chiefland, FL	Cedar Key, FL
Centerville, AL	Concord, NC	Crawfordville, FL
Crescent City, FL	Crestview, FL	Cross City, FL
Daytona Beach, FL	Daytona Beach Shores, FL	Danielsville, GA
Decatur, MS	Debary, FL	Deltona, FL
Denton, NC	D'Iberville, MS	Flagler County, FL
Foley, AL	Forrest County, MS	Fort White, FL
Gautier, MS	Gadsden County, FL	Gonzales, LA
Grant-Valkaria, FL	Greensboro, FL	Gulfport, MS
Gwinnett County, GA	Harrison County, MS	Havana, FL
Hattiesburg, MS	Hawthorne, FL	Hollywood, FL
Hinds County, MS	Interlachen, FL	Ila, GA
Indian Trail, NC	Inglis, FL	Jasper, FL
Jefferson, GA	Jemison, AL	Jackson County, MS
Jacksonville, FL	Kimberly, AL	LaCrosse, FL
Lake Helen, FL	Lake City, FL	Laurel Hill, FL
Leake County, MS	Leon County, FL	Liberty County, FL
Lincoln County, MS	Locust Fork, AL	Long Beach, MS
Longwood, FL	Loganville, GA	Loxahatchee Groves, FL

Louisville, MS	Lee County, FL	Macon, MS
Manatee County, FL	Marianna, FL	Marion County, FL
Maysville, GA	Melbourne Beach, FL	Melbourne Village, FL
Meridian, MS	Micanopy, FL	Midway, FL
Minneola, FL	Miramar, FL	Monroe, NC
Montverde, FL	Moss Point, MS	Natchez, MS
Neptune Beach, FL	Newberry, FL	New Smyrna Beach, FL
Nicholson, GA	North Lauderdale, FL	North Miami, FL
Noxapater, MS	Oak Hill, FL	Ocala, FL
Ocean Breeze, FL	Ocean Springs, MS	Otter Creek, FL
Orange County, FL	Orchid, FL	Palatka, FL
Palm Beach County, FL	Palm Coast, FL	Palm Shores, FL
Pass Christian, MS	Pembroke Pines, FL	Port Orange, FL
Putnam County, FL	Pascagoula, MS	Philadelphia, MS
Perry, FL	Port Royal, SC	Port St. Joe, FL
Port St. Lucie, FL	Punta Gorda, FL	Quincy, FL
Ridgeland, SC	St. Lucie County, FL	St. Lucie Village, FL
St. George Island, FL	St. Marks, FL	St. Petersburg, FL
Salisbury, NC	Sanford, FL	Santa Rosa County, FL
Seminole County, FL	Snellville, GA	South Daytona, FL
Sopchoppy, FL	Southaven, MS	Summerville, SC
Sweetwater, FL	Tallahassee, FL	Taylor County, FL
Thunderbolt, GA	Trenton, FL	Tybee Island, GA
Walnut Grove, MS	Wakulla County, FL	West Park, FL
Williston, FL	Windermere, FL	White Springs, FL
Winter Park, FL	Winter Springs, FL	Woodstock, AL
Yankeetown, FL		

Tab 6.2

Customer Service Plan



CUSTOMER SERVICE PLAN

Waste Pro is committed to being the “Distinguishable Difference” in serving the Town of Loxahatchee Groves residents. Our management and customer service teams are dedicated to customer service and we have a proven track record as our current customers and municipalities can attest to. We strive to have zero complaints and treat each customer on an equal and fair basis.

All customer complaints, compliments and requests will be handled by our Customer Service staff in our West Palm Beach Office. Our Customer Service Staff is prepared to manage English and Spanish speaking customers. A non-toll telephone service line will be available for the Town residents and businesses to contact Waste Pro. The telephone service will be staffed from 7:00 a.m. to 7:00 p.m. Monday through Saturday. Supervisory staff will be available 24 hours daily by cell phone.

Waste Pro is proactive in the education of our employees and we will provide them with the knowledge and tools to give the absolute best and most courteous service to your Town.

Complaints, Missed Collection and Compliments Requests

During regular business hours we always have “real people” to answer the telephones; we do not use automated or contracted services. After hours and on weekends and holidays we have our activated voice mail system with an emergency contact name and number for residential customers. All calls left on our voice mail system are answered and recorded no later than 9:00 am the following business day. When we receive a call, no matter the nature, our customer service representatives will handle the call from start to finish. If the matter needs additional or special attention any of our management staff is happy to assist. We want to leave the customer feeling that their problem has been solved and that it will not recur. We welcome our customers to call or email us at any time for any concerns they may have.

- All complaints, compliments or requests are logged into our computer system and attached to the customer account by our customer service reps.



- If the collection of any Residential Unit is missed during the regular route collection, Waste Pro will ensure that the missed collection will be picked up on the same day if notification was received by Waste Pro from the Town or the residents by 3:00 p.m. Any reported misses after 3:00 pm will be handled the next work day before 12:00 p.m., however we always try to address and resolve issues of this nature on the same day.
- Waste Pro will be responsible for cleaning up any solid waste, bulk waste, recyclable materials or other refuse materials including leakage of fluids spilled from garbage cans, containers, recycling bins/carts, and collection vehicles or employees.
- Our field supervisors are equipped with laptops with air cards and a smart phone devices so that all communications on this site are in real time. This system allows us to immediately resolve any concerns that our customers may have.

TRAC EZ-Waste Pro's method to 100% complaint resolution within 24 hours

TRAC EZ is an on-line web based system that was created and designed to help municipalities like Loxahatchee Groves and Waste Pro provide greater control and communication services to their residents. Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

All complaints, compliments or requests are logged into our **TRAC-EZ** system and attached to the customer's account by our customer service reps.

Because all parties have access to this online program, residents, business owners, Loxahatchee Groves' staff and Waste Pro can access the information simultaneously to resolve issues or retrieve information. Additional benefits of this TRAC-EZ include:

- We provide this tracking system at no cost to the municipality through the <http://www.traceonline.com> website (*see attached brochure*). This site allows the Town Staff and supervisors to track any issues from the time they are registered to the time they are resolved.
- We can provide the Town with customized reports for all issues and they will have full access to our tracking system through TRAC EZ.



- Easy comparison of information by the day, week, month and year
- Limits the follow up telephone calls because all parties are using the system. No expensive equipment is necessary for implementation. Login to the website is all that needs to be done.
- Our system also allows us to add notes from the drivers such as “cart blocked by car” or “recycling not out”.
- We track our customer service history and also have the ability to attach pictures to the customer’s account. The Town would also have access to these photos.

Customer Service is a priority with Waste Pro. It is at the core of our business and we have proven to our customers that we are the **“Distinguishable Difference”**.

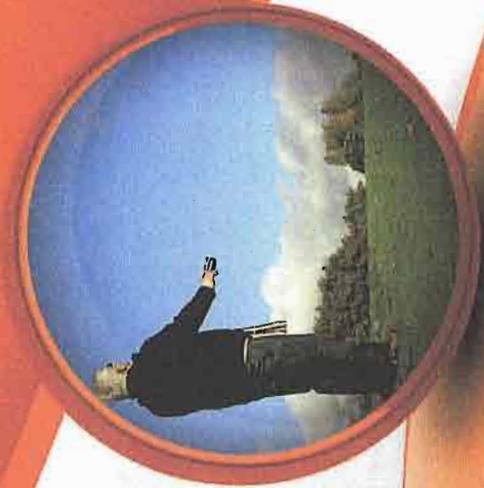
Log on to Tracking Made Easy

Making Organization Simple

This system was created and designed to help Municipalities and Contractors provide greater quality and control of services to their Residents and Business Owners.

Streamlining and offering "Real Time" communication gives all parties the ability to resolve complaints and requests for services in an organized, timely and cost saving manner.

45



Welcome to your new track Experience

trac EZTM

trac EZ.

Offered Exclusively by RCG, Inc.

7017 S. Atlantic Avenue
New Smyrna Beach, FL 32169

Office: 386.427.9339

Fax: 386.427.4549

Tab 6.3

Work Plan



WORK PLAN FOR LOXAHATCHEE GROVES

Waste Pro is the fastest growing Solid Waste and Recycling Collection Company in the Southeastern United States, and nowhere is it more prevalent than in South Florida. In 2011-2013, Waste Pro successfully transitioned solid waste and recycling collection services in the cities of Miramar, West Park, North Lauderdale, Sweetwater, North Miami and Pembroke Pines. Waste Pro demonstrated its expertise in delivering quality services by formulating a comprehensive work plan necessary to accomplish such a feat. Waste Pro has created the following comprehensive Work Plan for the Town of Loxahatchee Groves to provide the safest, most efficient services while protecting the health and welfare of its residents and environment.

Option 1-Curbside Service

Solid Waste Collection

All residential curbside units will receive solid waste collection two (2) times per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in resident provided garbage cans or bags. We will also service containers for special needs residents at door side and return carts to original location. During the 30 days prior to the service start date all residents will receive notification of any solid waste route changes to provide for a smooth transition.

The collection trucks will include (1) one rear load collection vehicles and (1) one clam shell truck. The proposed route truck will be a 2008 Mack Chassis with a 32 yard high compaction New Way body. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All containers will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the containers it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver and one or two helpers. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.



Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.

The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non collection and will provide a contact phone number for the resident to obtain additional collection information.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.

All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at



all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Option 1-A-Curbside Service

Solid Waste Collection

All residential curbside units will receive solid waste collection (1) one time per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in resident provided garbage cans or bags. We will also service containers for special needs residents at door side and return carts to original location. During the 30 days prior to the service start date all residents will receive notification of any solid waste route changes to provide for a smooth transition.

The collection trucks will include (1) one rear load collection vehicles and (1) one clam shell truck. The proposed route truck will be a 2008 Mack Chassis with a 32 yard high compaction New Way body. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All containers will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the containers it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver and one or two helpers. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.



The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.

All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Option 2- Semi-Automated Containerized Cart Service

Solid Waste Collection

All residential curbside units will receive solid waste collection two (2) times per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in Waste Pro provided 96 gallon garbage carts with wheels. We will also service carts for special needs residents at door side and return carts to original location. During the 30 days prior to the service start



date all residents will receive notification of any solid waste route changes and instructions on proper garbage cart use.

The collection trucks will include (1) one rear load collection vehicle and (1) clam shell truck. The proposed route truck will be a 2008 Mack Chassis with a 32 yard high compaction New Way body with a cart tipper attached to the rear hopper. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All containers will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the containers it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver and one helper. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.

The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.



Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.

All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Option 2-A - Semi-Automated Containerized Cart Service

Solid Waste Collection

All residential curbside units will receive solid waste collection (1) one time per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in Waste Pro provided 96 gallon garbage carts with wheels. We will also service carts for special needs residents at door side and return carts to original location. During the 30 days prior to the service start date all residents will receive notification of any solid waste route changes and instructions on proper garbage cart use.

The collection trucks will include (1) one rear load collection vehicle and (1) clam shell truck. The proposed route truck will be a 2008 Mack Chassis with a 32 yard high compaction New Way body with a cart tipper attached to the rear hopper. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All carts will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the carts it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be



notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver and one helper. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.

The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.



All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Option 3- Automated Containerized Cart Service

Solid Waste Collection

All residential curbside units will receive solid waste collection (2) two times per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in Waste Pro provided 96 gallon garbage carts with wheels. We will also service carts for special needs residents at door side and return carts to original location. During the 30 days prior to the service start date all residents will receive notification of any solid waste route changes and instructions on proper garbage cart use.

The collection trucks will include (1) one automated collection vehicle and (1) clam shell truck. The proposed route truck will (1) one 2013 Mack Chassis with a Heil 32 yard high compaction body equipped with a 4 cubic yard Curotto-Receiving Can with an automated collection arm. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All carts will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the carts it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.



Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.

The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.

All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at



all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Option 3A-Automated Containerized Cart Service

Solid Waste Collection

All residential curbside units will receive solid waste collection (1) one time per week. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all solid waste placed at the curb in Waste Pro provided 96 gallon garbage carts with wheels. We will also service carts for special needs residents at door side and return carts to original location. During the 30 days prior to the service start date all residents will receive notification of any solid waste route changes and instructions on proper garbage cart use.

The collection trucks will include (1) one automated collection vehicle and (1) clam shell truck. The proposed route truck will (1) one 2013 Mack Chassis with a Heil 32 yard high compaction body equipped with a 4 cubic yard Curotto-Receiving Can with an automated collection arm. A (25) twenty five cubic yard clam shell truck will be used for collection of large bulky items. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All carts will be thoroughly emptied and returned to their original location prior to service. Should any spillage that occurs during the dumping of the carts it will be cleaned up by our drivers. If any solid waste placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

All solid waste collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Recycling Collection

All residential curbside service units will receive recycling collection one (1) time per week. Recycling collection will occur on one of the two regularly scheduled solid waste collection days. Waste Pro will develop balanced routes for each collection day. Waste Pro will collect all recyclable materials placed at the curb in the 18 gallon recycling bins provided by the Palm Beach County Solid Waste Authority. We will also service bins for special needs residents at door side and return the bins to original locations. Additional bins will be available upon customer request. During the 30 days prior to service start date all residents will receive notification of any recycling route changes to provide for a smooth transition.



The recycling collection truck will include (1) one dual sort body collection vehicle. The Proposed truck will be a 2008 Freightliner Chassis with a 30 yard dual sort body to accommodate dual stream recycling. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance. All bins will be thoroughly emptied and returned to their original location prior to service. Any spillage that occurs during recycling collection will be cleaned up by our drivers. If any recycling material placed at the curb does not conform, the resident will be notified via a non-collection notice. This notice will identify the reason for non-collection and will provide a contact phone number for the resident to obtain additional collection information.

Vegetative Collection

All residential curbside service units will receive vegetative collection one (1) time per week. Vegetative collection will occur on one of the two regularly scheduled solid waste collection days. The vegetative waste collection schedule will be developed by Waste Pro and submitted to the Town for approval.

The vegetative collection truck will include (1) one rear load collection vehicle. The proposed truck will be a 2008 Mack Chassis with a 32 New Way high compaction body. Service will be provided between the hours of 6:00 a.m. and 5:00 p.m. and will be completed with minimal amount of noise and disturbance.

All vegetative waste collection vehicles will have one CDL class A or B licensed driver and one helper. The driver will take the necessary time to be sure all waste is collected and the collection area is raked and clear of all debris. All vegetative collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

All recycling collection vehicles will have one CDL class A or B licensed driver. All collection personnel will be full time employees and will be in company uniform at all times. In addition, all collection personnel will receive comprehensive safety and operational training prior to working on vehicles.

Disposal Facilities

Waste Pro will deliver all solid waste and recycling materials generated and collected in Loxahatchee Groves to the City's designated Palm Beach County Solid Waste Authority disposal and processing facilities.

Garage and Maintenance Facility

Waste Pro will service Loxahatchee Groves residents and from our fully equipped operations center at 411 Tall Pines Road in West Palm Beach. The garage is fully



equipped with (6) six truck maintenance service bays, a staff of (2) two fully trained truck mechanics, one (1) mechanics helper and all equipment necessary to maintain a fleet of over 50 front line waste removal trucks and support vehicles. This location also houses the Customer Service Department and administrative support staff. Residential Containers and Commercial Cart storage and maintenance are also performed at this location.

Equipment

Waste Pro will provide and maintain all necessary collection vehicles, containers, dumpsters, roll off containers and other miscellaneous equipment to perform collection services for the residents in Loxahatchee Groves. All equipment proposed for the Town of Loxahatchee Groves will be kept in an appearance and condition that is acceptable to the residents and ultimately the contract administrator. All of our equipment will meet and comply with all ordinances, rules and regulations.

Collection Trucks

All trucks proposed for the Town of Loxahatchee Groves contract will be in excellent mechanical condition. The trucks will be painted in an environmentally themed blue/green color scheme and will visibly display company name, phone number and truck number. Customized truck signage will be added and the signage theme will be designed for and approved by Loxahatchee Groves.

Features of collection vehicles

- All collection vehicles will be equipped with a spill kit, broom, dust pan, rake, and shovel to clean up any spillage that might occur during collection.
- All collection vehicles come equipped with close circuit audio/video back up camera systems for safe operation of vehicle.
- All collection vehicles hydraulic lines are double wrapped in an anti-wear synthetic protective armor to prevent hydraulic leaks and spills in your community.
- All collection vehicles meet or exceed the EPA requirements for “regenerative exhaust emission reduction” which directly improves air quality in your community.
- All collection vehicles have an oil purification system which enables us to change fluids less frequently and directly reduces our carbon footprint.
- All collection vehicles will be equipped with a radio communication device for direct contact with route supervisor and Waste Pro office.

In addition to the collection trucks, Waste Pro will have sufficient spare collection vehicles on hand at all times to cover truck downtime or cart replacement or delivery



needs. All collection vehicles will undergo routine preventative maintenance and will be washed twice weekly to ensure they remain in a clean and sanitary condition. Information on these trucks is attached.

Quality Standards Program

Waste Pro believes that we are the Distinguishable Difference in the Waste Industry. We have achieved this standard by offering a quality of service that cannot be matched by any other company.

Our quality control is our employees, who are very conscientious about their jobs and always strive to achieve the highest standards. Each employee is rewarded for this high standard with weekly bonuses and Franklin Awards. In addition drivers who achieve a 3 year perfect record are given a \$10,000.00 bonus. Companywide Waste Pro has already given over 100 drivers this award. Weekly bonuses are based on performance, attendance, safety, neatness, and cleanliness, just to name a few. Franklin awards are given to any employee whether it is a driver, helper or customer service rep for outstanding performance, recommended by a resident of the municipality being serviced. If a resident or a customer sends a letter about an employee's outstanding performance, the employee is given a Franklin Award which is a \$100.00 bill.

Waste Pro believes that excellent service to our customers is our biggest asset. We welcome our customers to call or email us at anytime for any concerns they may have. Our supervisory and management staff is always ready to assist our customer service staff in this area.

Tab 6.4

Transition Plan



Service Transition Plan for the Town of Loxahatchee Groves

The Town of Loxahatchee Groves has asked for (6) six residential service options in its Bid # 2013-002. Depending on the option the Town chooses there will be collection service changes and possibly route changes that Town residents will need to understand. Timely and effective communication to the residents will be of the utmost importance.

A "Transition Team" will be assembled to complete all steps necessary for a successful start up. A representative from each of Waste Pro's areas of responsibility will be deployed to this team. The team will meet weekly to discuss implementation tasks completed and progress on items not yet finalized. (*See Proposed Implementation Schedule at end of this section*). Waste Pro's lead representative will also meet with Town Staff for regular progress updates.

As we near the service startup deadline major community communications will be necessary. The actions steps below will be initiated to provide effective customer notification.

A series of two or three flyers will be developed and delivered to residences for educational purposes. (*Attached at the end of this section are educational flyers that Waste Pro has used for other Towns*). Six weeks prior to the start of the contract a post card will be mailed to each resident. This post card will notify them of changes in their service provider and provide telephone and website information for their use.

One week prior to the start of services, a crew will be deployed to go door-to-door and place hangers on each residential unit. These hangers will identify the service dates for garbage and bulk waste collection. Providing this notification will ease the transition for solid waste collection changes.

These communication steps have proven to make transitions run smoothly. By distributing multiple notifications, we are able to better canvas the Town with information.



Town of Loxahatchee Groves Transition Plan Start Date-October 1, 2013

		Start	Finish by	Resource Name
Trucks				
1	Order New Trucks			
2	Prepare existing trucks for service in City			
3	Palm Beach offices for back-up units			
4	Schedule cart delivery and repair department trucks for implementation			
	Metal Containers			
1	Front load Containers Capex and order placed with iron container	Start	Finish By	Responsible
2	Need stickers on containers need to order stickers			
3	Need to order casters and pads from impact plastics and process for capex and installation			
4	determine installation requirements to include power packs and guide island. Determine in house or			
5	Decaling of all Compactors, and also order Open tops for existing open top customers			
6	Identify Front Load compactors			
7	Identify staging areas for all metal containers			
8	Order Recovered Materials Containers /get approval for Capex			
9	Assess need for extra lids and casters and decals			
10	Conduct Site Survey of all front load container accounts			
	Residential Carts			
1	Contact Cart Vendor as the Vendor for cart order	Start	Finish By	Responsible
2	Determine Color and City insignia approved by the City			
3	Create capital request for approval, and determine quantity of carts			
4	Create Cart Roll-Out Schedule			
5	Obtain address list from the City			
6	Locate and identify staging areas within the City for cart delivery			
7	Deliver Carts			
	Technical Equipment and Support			
1	Determine how many computers, radios and cell phones how many we need	Start	Finish By	Responsible
	Maintenance Outside parking area			
1	Determine how many bays need to be readily accessible	Start	Finish By	Responsible
2	Additional Oil and Hydraulic lines installed			
3	Check to see if all of the garage doors are in working order			
4	Clearing all bays of non-essential equipment			
5	Determine personal vehicle parking strategy.			
6	Develop Truck parking assignment with new paved area			
7	Review and check that we have adequate lighting in the back			
8	Do we need additional security			
	Billing and Reporting			
1	Contact City Billing Manager to begin the billing processes	Start	Finish By	Responsible
2	Implement report/financial statement for payment of franchise fees			
3	Implement method to report tracking recyclable materials and weight tickets			

4	Implement a billing method for Waste Pro billed service such as roll-off, extra pick ups				
5	Establish monthly reporting requirements				
6	Create an account for the City				
7	Input free service for City and identify areas				
8	Develop monthly complaints and missed collections report thru trac ez. Also install it on the City website				
9	requirements				
	Routing/Sales/Disposal	Start	Finish By	Responsible	
1	Print out a County GIS Map depicting all residential areas and industrial / commercial areas				
2	Conduct Route Audits on Resi				
3	Create residential routes maps 3 sets one set being the master set kept under lock and key				
4	personnel needed for routing				
5	Create all residential garbage, recycle and bulk maps for approval of the City				
6	Route City services and identify recycling services provided to the City				
7	Route City Office Locations				
8	Establish starting points in residential routing or identify current resi route starting points.				
9	Request for the "hot list" including all side door service areas				
10	Finalize routes and submit to City for posting on City web sites				
11	Upload all commercial customers to tower				
12	Create route numbers for all residential garbage and recycling routes				
13	Assign employees to the route numbers				
14	Identify the Village's Miami Dade Facilities				
15	Stickers for the disposal facilities to Dade County and transponders.				
16	Identify bulk waste disposal facility				
	Human Resource	Start	Finish By	Responsible	
1	Hire New Drivers				
2	Hire Additional Office Staff				
3	Notify Region HR for support				
4	If needed job advertisement and job fair				
5	Train new hires including all administrative staff on City contractual responsibilities and obligations				
6	Train new hire drivers on Waste Pro Safety and environmental requirements.				
7	Order New uniforms for all Drivers				
8	Familiarize all Staff on New City Routes if necessary				
9	Train Bulk Drivers on all Waste Pro Safety and environmental Requirements				
10	Conduct New Hire orientation on all new hire city employees				
	Education	Start	Finish By	Responsible	
1	Prepare Three Solid Waste Notices Flyers of scheduled Services				
2	Create and Print Introduction Notice				
3	Identify with the City public outreach programs				
4	Develop and Prepare Collection Magnet Program				
5	Develop educational flyer demonstrating cart placement and use				

IT'S SO EASY BEING GREEN

NEW RECYCLE CARTS FOR RESIDENTIAL SERVICE CUSTOMERS

On **June 1st, 2013**, Waste Pro will become your new residential solid waste and recycle service provider. Your current pick up days **WILL NOT** change. The transition will involve the delivery of one new 64-gallon recycle cart to each residence. Please observe the following guidelines:

- Carts must be placed at curb side before **7:00AM** on your collection day
- Recycle cart lid needs to be closed and the arrows facing towards the street
- Recycle cart should not be placed by mailboxes or cars



PLACE THE FOLLOWING IN THE RECYCLING CART:

- Paper • Plastic Bottles • Clear Green & Brown Glass • Aluminum • Cardboard • Newspaper • Pizza Boxes • Empty Aerosol Cans •



DO NOT PLACE THE FOLLOWING IN THE RECYCLING CART:

- Styrofoam • Electronics • Ceramics or Dishes • Food Waste • Motor Oil Containers • House-hold Hazard Waste • Light Bulbs • Windows •



Starting June 1, 2013

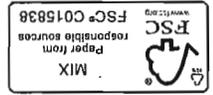


Waste Pro will be the exclusive service provider for all residential homes and commercial businesses within the City of Pembroke Pines.

Your garbage and recycling service will remain on the same days.

Bulk and yard waste will be collected **twice a month**. Please refer to the bulk schedule on the back for your service days.

info@wasteprousa.com | 954-967-4200



17302 Pines Blvd
Pembroke Pines, FL 33029



TIPS FOR YOUR BULK/ YARD WASTE COLLECTION SERVICE:

- Bulk/Yard Waste includes all types of palm fronds and any vegetative materials resulting from routine yard and landscaping maintenance of your yard. Branches, Limbs and other Bulky items shall be picked up when tied in bundles which **DO NOT** exceed (5) FIVE Feet in length and which weighs less than forty pounds.
- Bulky items include domestic appliances, furniture, and any other similar items including materials from minor home repairs.
- Bulk/Yard Waste **DOES NOT** include items that are generated by hired contractors **INCLUDING CONSTRUCTION AND DEMOLITION DEBRIS** and or tree trimmers or tree surgeons and landscape services.

Please place all bulky/yard items neatly at the curb 3 FEET FROM THE CARTS for quick and easy collection no more than 48 hours prior to your scheduled service day.

SINGLE STREAM RECYCLING

ITEMS FOR MAXIMIZING RECYCLING

- Newspapers, inserts, catalogs, magazines, junk mail, office paper, soft-covered books, file folders, soda cartons, and crushed boxes including tissue boxes and those from food items such as cereal, rice and pasta
- Flattened cardboard from non-food items such as shipping boxes Aluminum and steel food and beverage containers
- Plastic bottles with neck narrower than body, such as soda bottles, milk, water, detergent and shampoo bottles (without caps or lids)
- Glass food and beverage containers
- Milk and juice cartons and drink boxes

Do Not Put These Items Into Your Recycling Cart:

- Household garbage including food scraps and pizza boxes
- Miscellaneous plastics such as toys and cups, and plastic bags
- Certain glass products including window or auto glass, light bulbs, mirrors, glass cookware or bakeware and ceramics
- Yard and plant debris
- Medical waste and pharmaceuticals
- Gas cylinders, tanks, rocks, dirt, building debris, flammables and small appliances
- Electronic items including computers, televisions and monitors
- Household hazardous waste including motor oil, paint, pesticides and household cleaners



New Refuse and Recycle Program

EFFECTIVE AS OF JANUARY 1, 2012

(954) 967-4200



7302 Pines Blvd.
Dembroke Pines, FL 33029



La Ciudad Proveera Un Contenedor De 64 Galones Para Uso De Reciclaje Residencial

IMPORTANTE: POR FAVOR NO COLOCAR SU CONTENEDOR AZUL AFUERA PARA SERVICIO ANTES DEL PRIMERO DE JUNIO. USTE NO VA A RECIBIR SERVICIO ANTES DE JUNIO 1 DEL 2013

LOS DIAS DE RECICLAJE SE MANTEDRAN LOS MISMOS

Por favor dirjir a los siguientes puntos importantes:

- El contenedor de reciclaje debe estar afuera antes de las 7:00 a.m. de su día de recolección
- El contenedor de reciclaje debe estar cerrado con las flechas direccionadas hacia la calle
- No colocar el contenedor de reciclaje cerca al buzón de correo o autos

SÍ

- Papel
- Botellas Plásticas
- Vidrios Claros, Verdes y Marrones
- Aluminio
- Cartones
- Periódicos
- Cajas de Pizza
- Envases de Aeorosol Vacios
- Latas



NO

- Poli Estireno
- Electrónicos
- Cerámicas
- Desechos de Comida
- Envases de Aceite de Motor
- Productos Tóxicos
- Vidrios y Espejo Ventanas
- Bombillos de Luz
- Desechos de Jardinería
- Bolsas Plásticas

Waste Pro Servicio Al Cliente (954) 967-4200



La Ciudad Proveera Un Contenedor De 64 Galones Para Uso De Reciclaje Residencial

IMPORTANTE: POR FAVOR NO COLOCAR SU CONTENEDOR AZUL AFUERA PARA SERVICIO ANTES DEL PRIMERO DE JUNIO. USTE NO VA A RECIBIR SERVICIO ANTES DE JUNIO 1 DEL 2013

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- Desechos de Jardinería
- Bolsas Plásticas

Waste Pro Servicio Al Cliente (954) 967-4200

Tab 6.5

Florida Department of State Certificate

State of Florida

Department of State

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001, effective January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 16, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this is
the Sixteenth day of January, 2013*



Ken Detjmer
Secretary of State

Authentication ID: CC9098686745

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Tab 6.6

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2013

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Insurance Services of Georgia, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C. NO. EXT):	877-945-7378	FAX (A/C. NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC#
INSURED Waste Pro USA, Inc. 2101 W State Road 434 Longwood, FL 32779	INSURER A:	Liberty Mutual Fire Insurance Company	23035-001
	INSURER B:	Lexington Insurance Company	19437-002
	INSURER C:	Liberty Mutual Insurance Company	23043-000
	INSURER D:	American Guarantee & Liab. Ins. Co.	26247-001
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 19966837

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		TB2621093780102	11/22/2012	11/22/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2621093780092	11/22/2012	11/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			018423515	11/22/2012	11/22/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WA562D093780042 EW562N093780052	11/22/2012 11/22/2012	11/22/2013 11/22/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			AEC585211600	11/22/2012	11/22/2013	\$20,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Solid Waste and Recycling Collection Services; Bid No. 2013-002.

See attached for Pollution Liability coverage and additional information:

CERTIFICATE HOLDER

CANCELLATION

Town of Loxahatchee Groves c/o Town Manager 14579 Southern Boulevard, Suite 2 Loxahatchee Groves, FL 33470	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Coll:4129468 Tpl:1581944 Cert:19966837 © 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Insurance Services of Georgia, Inc.		NAMED INSURED Waste Pro USA, Inc. 2101 W State Road 434 Longwood, FL 32779	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Liability
 Carrier: Chartis Specialty Insurance Company / NAIC 26883-003
 Policy Number: PLC1959416
 Policy Term: 01/01/2013 - 01/01/2014
 \$25,000,000 Limit
 \$25,000 Deductible

Named Insured includes: Waste Pro of AL Inc., Waste Pro of FL Inc., Waste Pro of GA Inc., Waste Pro of LA Inc., Waste Pro of MS Inc., Waste Pro of Memphis LLC, Waste Pro of NC Inc., Waste Pro of SC Inc., Applecourt Holdings LLC, Applecourt Land Holdings LLC, Applewhite Recycling Systems LLC, American Recycling of Georgia, American Recycling of Birmingham, Delta Sanitation LLC, Talley Disposal LLC.

Town of Loxahatchee Groves is an Additional Insured with respects General Liability where required by written contract.

Tab 7.

***Audited Financial
Statement for 2012***



WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTAL SCHEDULES

WITH INDEPENDENT AUDITOR'S REPORT

December 31, 2012 and 2011

VESTAL & WILER
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the accompanying consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2012 and 2011, and the related consolidated statements of comprehensive income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified audit opinion.

INDEPENDENT AUDITOR'S REPORT - Continued

Basis for Qualified Opinion

As disclosed in Note 2 to the consolidated financial statements, accounting principles generally accepted in the United States of America requires the Class A Common Stock to be classified as a liability and the related interest accrued. Management has informed us that the Company has elected to account for such stock as equity and not accrue the related interest expense. If generally accepted accounting principles had been followed at December 31, 2012 and 2011, other liabilities would have increased and stockholders' equity and net income would have decreased by the amounts disclosed in Note 2 to the consolidated financial statements.

Qualified Opinion

In our opinion, except for the effects of the matters described in the Basis for Qualified Opinion paragraph, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2012 and 2011, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



Certified Public Accountants

April 01, 2013

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2012 and 2011

ASSETS		
	2012	2011
CURRENT ASSETS:		
Cash	\$ 11,484,795	\$ 11,805,505
Accounts receivable - net	44,425,682	39,427,251
Other current assets	7,046,839	6,866,987
Income taxes receivable	1,084,896	800,000
Deferred tax assets	2,824,000	2,121,000
TOTAL CURRENT ASSETS	66,866,212	61,020,743
PROPERTY AND EQUIPMENT:		
Vehicles	219,892,082	187,975,981
Containers	106,504,301	87,693,740
Equipment	18,390,992	17,015,427
Land and buildings	78,034,120	69,014,630
Leasehold improvements	9,455,447	2,746,590
Furniture and fixtures	10,157,050	8,517,333
Construction in process	2,245,694	4,283,100
	444,679,686	377,246,801
Less accumulated depreciation and amortization	161,349,577	120,791,164
PROPERTY AND EQUIPMENT - Net	283,330,109	256,455,637
OTHER ASSETS:		
Restricted cash	1,674,036	1,569,792
Goodwill	61,872,835	69,088,027
Loan costs - net	1,786,328	2,893,890
Other assets	67,587	286,812
TOTAL OTHER ASSETS	65,400,786	73,838,521
	\$ 415,597,107	\$ 391,314,901

LIABILITIES AND STOCKHOLDERS' EQUITY

	2012	2011
CURRENT LIABILITIES:		
Current maturities of long-term debt	\$ 2,226,413	\$ 2,206,633
Accounts payable	15,728,341	15,191,489
Accrued liabilities	23,125,124	19,781,208
Deferred revenue	12,827,816	10,885,519
	53,907,694	48,064,849
TOTAL CURRENT LIABILITIES		
OTHER LIABILITIES:		
Line of credit	191,000,000	173,000,000
Long-term debt	3,999,232	6,385,778
Accrued capping, closure and post-closure costs	16,700,767	15,980,253
Deferred tax liabilities	32,940,000	32,067,783
	244,639,999	227,433,814
TOTAL OTHER LIABILITIES		
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Common stock	-	-
Additional paid-in capital	91,847,845	91,296,400
Accumulated other comprehensive income	-	9,284
Retained earnings	25,201,569	24,510,554
	117,049,414	115,816,238
TOTAL STOCKHOLDERS' EQUITY		
	\$ 415,597,107	\$ 391,314,901

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
REVENUES	<u>\$ 406,673,384</u>	<u>\$ 365,367,938</u>
COSTS AND EXPENSES:		
Operating	297,984,699	264,155,154
General and administrative	47,177,761	39,626,317
Depreciation and amortization	<u>41,476,604</u>	<u>34,102,630</u>
TOTAL COSTS AND EXPENSES	<u>386,639,064</u>	<u>337,884,101</u>
INCOME FROM OPERATIONS	<u>20,034,320</u>	<u>27,483,837</u>
OTHER INCOME (EXPENSE):		
Other expense - net	(546,059)	(607,957)
Goodwill impairment loss	(11,058,155)	(1,320,886)
Interest income	1,221	41,266
Interest expense	(6,953,987)	(7,948,000)
Management fee	(500,000)	(500,000)
Change in intrinsic value of stock options	404,130	(666,330)
Gain (loss) on disposal of property and equipment	<u>55,879</u>	<u>(522,127)</u>
OTHER EXPENSE - Net	<u>(18,596,971)</u>	<u>(11,524,034)</u>
INCOME BEFORE PROVISION FOR INCOME TAXES	1,437,349	15,959,803
PROVISION FOR INCOME TAXES	<u>746,334</u>	<u>6,693,289</u>
NET INCOME	691,015	9,266,514
OTHER COMPREHENSIVE LOSS -		
Change in value of interest rate swap agreement	(15,346)	(96,753)
Less: deferred income tax effect	<u>6,062</u>	<u>38,217</u>
TOTAL OTHER COMPREHENSIVE LOSS	<u>(9,284)</u>	<u>(58,536)</u>
TOTAL COMPREHENSIVE INCOME	<u><u>\$ 681,731</u></u>	<u><u>\$ 9,207,978</u></u>

See notes to consolidated financial statements.

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WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

For the Years Ended December 31, 2012 and 2011

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Income		Retained Earnings	Total Stockholders' Equity
	Shares	Amount					
BALANCE - January 1, 2011	23,868,967	\$ -	\$ 88,906,470	\$ 67,820	\$ 15,244,040	\$ 128,087,297	
Issuance of common stock	25,000	-	744,000	-	-	744,000	
Purchase of common stock	(5,000)	-	(190,400)	-	-	(190,400)	
Exercise of employee stock options	231,250	-	1,170,000	-	-	1,170,000	
Change in intrinsic value of stock options	-	-	666,330	-	-	666,330	
Comprehensive income (loss)	-	-	-	(58,536)	9,266,514	9,207,978	
BALANCE - December 31, 2011	24,120,217	-	91,296,400	9,284	24,510,554	115,816,238	
Purchase of common stock	(177,500)	-	(843,125)	-	-	(843,125)	
Exercise of employee stock options	345,700	-	1,798,700	-	-	1,798,700	
Change in intrinsic value of stock options	-	-	(404,130)	-	-	(404,130)	
Comprehensive income (loss)	-	-	-	(9,284)	691,015	681,731	
BALANCE - December 31, 2012	24,288,417	\$ -	\$ 91,847,845	\$ -	\$ 25,201,569	\$ 117,049,414	

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

For the Years Ended December 31, 2012 and 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 691,015	\$ 9,266,514
Adjustments to reconcile net income to net cash from operating activities:		
Provision for bad debts	2,385,849	943,068
Amortization of loan costs	1,107,562	963,130
Change in intrinsic value of stock options	(404,130)	666,330
Depreciation and amortization	41,476,604	34,102,630
Goodwill impairment loss	11,058,155	1,320,886
Accretion of accrued capping, closure and post-closure costs	720,514	603,882
Gain (loss) on disposal of property and equipment	(55,879)	522,127
Deferred income taxes	175,279	6,011,721
Cash flows from changes in assets and liabilities, net of business acquisitions:		
Accounts receivable	(7,410,044)	(11,682,389)
Other current assets	(177,325)	(1,477,399)
Income taxes receivable	(284,896)	4,852,592
Restricted cash	(104,244)	(106,660)
Accounts payable	294,999	653,032
Accrued liabilities	5,274,017	5,307,346
Deferred revenue	1,942,885	537,296
Net cash provided by operating activities	56,690,361	52,484,106
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of property and equipment	(67,701,196)	(56,632,738)
Proceeds from sale of property and equipment	446,735	515,957
Other assets	-	161,135
Acquisitions of businesses	(6,345,419)	(36,117,091)
Net cash used in investing activities	(73,599,880)	(92,072,737)

(Continued)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(Continued)

For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net borrowings on line of credit	18,000,000	43,000,000
Principal payments on long-term debt	(2,366,766)	(2,083,446)
Payments of debt issuance costs	-	(742,962)
Proceeds from issuance of common stock	1,798,700	1,314,000
Repurchase of common stock	<u>(843,125)</u>	<u>(190,400)</u>
Net cash provided by financing activities	<u>16,588,809</u>	<u>41,297,192</u>
 NET INCREASE (DECREASE) IN CASH	 (320,710)	 1,708,561
 CASH - Beginning of year	 <u>11,805,505</u>	 <u>10,096,944</u>
 CASH - End of year	 <u>\$ 11,484,795</u>	 <u>\$ 11,805,505</u>
 SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash received (paid) for taxes	<u>\$ (856,000)</u>	<u>\$ 4,171,000</u>
Cash paid for interest	<u>\$ 6,256,000</u>	<u>\$ 7,857,000</u>

SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

During 2012 and 2011, the Company recorded a change in value of the interest rate swap agreement in the amount of \$15,346 and \$96,753, which decreased other assets and other comprehensive income.

During 2011, the Company issued 20,000 shares of common stock with a deemed fair value of \$600,000 in connection with an acquisition of a business.

During 2011, the Company assumed approximately \$739,000 of long-term debt of certain acquired companies.

(Concluded)

See notes to consolidated financial statements.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business - The Company, headquartered in Longwood, Florida and its subsidiaries provide non-hazardous waste collection, transfer, recycling and disposal services in Florida, Mississippi, Louisiana, North Carolina, Alabama, Texas, Georgia, Tennessee and South Carolina.

Consolidation - The accompanying financial statements present the consolidated accounts of Waste Pro USA, Inc. (the Company) and its wholly-owned subsidiaries Waste Pro of Florida, Inc. (a Florida Corporation), Waste Pro of Georgia, Inc. (a Georgia Corporation), Waste Pro of South Carolina, Inc. (a South Carolina Corporation), American Recycling, LLC (a Georgia LLC), Waste Pro of North Carolina, Inc. (a North Carolina Corporation), Waste Pro of Alabama, Inc. (an Alabama Corporation), Waste Pro of Louisiana, Inc. (a Louisiana Corporation), Waste Pro of Texas, Inc. (a Texas Corporation), Waste Pro of Tennessee, Inc. (a Tennessee Corporation), Waste Pro of Mississippi, Inc. (a Mississippi Corporation) and WPWI, LLC (a Florida LLC). All significant intra-entity transactions and balances have been eliminated.

Common Stock - The affairs of the Company are governed by the Amended and Restated Articles of Incorporation, dated September 25, 2009, (the Articles). The Company is authorized to issue 100,000,000 shares of Common Stock and 7,500,000 shares of Class A Common Stock. Both classes of stock have no par value. At the option of the holder, each share of Class A Common Stock shall be convertible to Common Stock. The conversion is determined by dividing the Class A Original Issue Price by the Class A Conversion Price. At December 31, 2012, one share of Class A Common Stock is convertible into one share of Common Stock. The Company shall, at all times, have a sufficient number of shares of Common Stock to issue to the Class A Common Stock holders in the case of conversion. At December 31, 2012, there are 18,689,271 shares of Common Stock and 5,599,146 shares of Class A Common Stock issued and outstanding. At December 31, 2011, there were 18,521,071 shares of Common Stock and 5,599,146 shares of Class A Common Stock issued and outstanding.

The Company may elect to declare and pay dividends to shareholders. The Company may not pay dividends on shares of any other class of capital stock of the Company (other than dividends payable in shares of Common Stock) unless the holders of the Class A Common Stock then outstanding shall receive a dividend on each outstanding share of Class A Common Stock that would equal the product of (a) the dividend payable on each share of Common Stock and (b) the number of shares of Common Stock issuable upon conversion of a share of Class A Common Stock, calculated on the record date for determination of holders entitled to receive such dividend.

The information included in the consolidated financial statements regarding provisions of the Articles provides only general information. Reference should be made to the Articles and other related documents for a complete description.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

Noncontrolling Interest - The Company complies with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 810-10 *Non-controlling Interests in Consolidated Financial Statements*, which requires consolidated net income and equity to be reported at amounts attributable to both the parent and the non-controlling interest.

At the date of purchase, the Company determined the value of the noncontrolling interest in Cleanpro Enviro Solutions, LLC (Cleanpro), a majority owned subsidiary of Waste Pro of Florida, Inc., was zero based on the theoretical sale of the entity resulting in no amounts being paid to the noncontrolling interest. The value of the noncontrolling interest was zero at December 31, 2012 and 2011 due to the current year loss being allocated entirely to the Company in accordance with the Amended and Restated Operating Agreement of Cleanpro. The Company is party to an option and pledge agreement that gives them the right to purchase the remaining interest in Cleanpro for six times Cleanpro's trailing twelve months EBITDA at the date of exercise. The option period begins on November 15, 2012 and expires on December 31, 2016. The Company has not elected to exercise its option at December 31, 2012.

Limited Liability Companies - The Georgia and Florida LLCs are organized under the laws of the State of Georgia and Florida, respectively, and, barring certain events, will continue in existence indefinitely. Income and losses are allocated to the members in proportion to their percentage interest. Interested parties should refer to the Operating Agreement for a more complete description of the Georgia and Florida LLC's.

Use of Estimates - The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash - Cash consists primarily of bank deposits, which exceed federally insured limits.

Accounts Receivable - Accounts receivable are recorded when invoices are issued and are presented in the consolidated balance sheets net of any allowance for doubtful accounts. Accounts receivable are written off when they are determined to be uncollectible. The allowance for doubtful accounts is estimated based on the Company's historical losses, the existing economic conditions in the industry, and the financial stability of its customers. The allowance for doubtful accounts amounted to approximately \$1,686,000 and \$709,000 at December 31, 2012 and 2011, respectively.

Property and Equipment - Property and equipment is stated at cost. Depreciation is provided for using the straight-line method over the estimated useful lives of the related assets, generally 3 to 39 years. The cost of leasehold improvements is being amortized over the lesser of the life of the improvements or the term of the lease. Expenditures for repairs and maintenance are charged to operations as incurred.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

The cost of landfill airspace, including the original acquisition cost and incurred projected landfill construction costs, which are included in land and buildings in the accompanying consolidated balance sheets, is amortized over the capacity of the landfill based on a per unit basis as landfill airspace is consumed.

Restricted Cash - Certain states require the Company to maintain a cash balance for future closure and post-closure costs related to two of the Company's landfills. The balance consists primarily of bank deposits, which may at times exceed federally insured limits.

Goodwill - Goodwill is subject to at least an annual assessment for impairment. Goodwill impairment tests consist of a comparison of each reporting unit's fair value with its carrying value. The fair value of a reporting unit is an estimate of the amount for which the unit as a whole could be sold in a current transaction between willing parties. If the carrying value of a reporting unit exceeds its estimated fair value, goodwill is written down to its implied fair value.

During the years ended December 31, 2012 and 2011, the Company determined the carrying amount of certain reporting units' net assets exceeded their fair value and recorded an impairment loss of \$11,058,155 and \$1,320,886, respectively.

Loan Costs - Loan costs are amortized using the straight-line method over the life of the applicable loan. At December 31, 2012 and 2011, loan costs are shown within the consolidated balance sheets net of accumulated amortization of approximately \$2,403,000 and \$1,296,000, respectively.

Deferred Revenue - Certain customers and municipalities are billed in advance, generally on a quarterly basis, for the services to be rendered. Such amounts are accounted for as deferred revenue and are recognized as revenue over the period the services are provided.

Accrued Capping, Closure and Post-closure Costs - Accrued capping, closure and post-closure costs represent an estimate of the present value of the future obligation to be incurred associated with capping, closure and post-closure monitoring of landfills currently owned and operated by the Company.

Derivative Instruments - In December 2010, the Company entered into an interest rate swap agreement that effectively converted a portion of its floating rate debt to a fixed-rate basis for the term of the swap agreement, thus reducing the impact of interest rate changes on future interest expense. The interest rate swap agreement has been accounted for as a cash-flow hedge. The fair value of the interest rate swap has been accounted for as an asset and the unrealized gain is included in the accompanying consolidated financial statements in other comprehensive income. Cash flows related to the interest rate swap agreement are presented in the consolidated statement of cash flows as operating activities.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Advertising Costs – Advertising costs are charged to operations as incurred. During the years ended December 31, 2012 and 2011, advertising charged to consolidated comprehensive income approximated \$2,059,000 and \$2,257,000, respectively.

Share-Based Compensation – The Company accounts for share-based compensation in accordance with FASB ASC 718-10 *Compensation – Stock Compensation*. Compensation cost for all share-based payments is based on the intrinsic value method in accordance with the provisions of FASB ASC 718-10.

Income Taxes – Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due plus deferred taxes. Deferred taxes are recognized for differences between the basis of assets and liabilities for financial statement and income tax purposes.

The Company complies with the provisions of FASB ASC 740-10 *Accounting for Uncertainty in Income Taxes*. The Company is required to evaluate each of its tax positions to determine if they are more likely than not to be sustained if the taxing authority examines the respective position. The Company has evaluated each of its tax positions and has determined that no additional provision or liability for uncertain income tax positions is necessary.

The Company files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The Company is no longer subject to U.S. federal income tax examination by tax authorities for years before 2009.

Assets Measured at Fair Value on a Recurring and Nonrecurring Basis – The Company applies the provisions of FASB ASC 820 *Fair Value Measurements and Disclosures* to its recurring and nonrecurring, non-financial measurements, which includes business combinations. Nonrecurring assets, including Goodwill, are not measured at fair value on an ongoing basis but are subject to fair value adjustments in certain circumstances and on a periodic basis. In accordance with FASB ASC 820 the fair value of financial instruments is estimated based on market trading information, where available. Absent published market values for an instrument or other assets, management uses observable market data to arrive at its estimates of fair value.

Fair value is defined as an exit price, representing the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. As such, fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. As a basis for considering such assumptions, FASB ASC 820 establishes a three level fair value hierarchy that prioritizes the inputs used to measure fair value.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The three levels of inputs used to measure fair value are as follows:

- Level 1 Quoted prices in active markets for identical assets or liabilities.
- Level 2 Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted price for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. This includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

The Company utilizes Level 3 inputs to value its goodwill, accrued capping, closure and post-closure costs, contingent payments related to acquisitions and the interest rate swap agreement. Goodwill is valued based on a multiple of earnings for similar public companies and recent acquisitions. Accrued capping, closure and post-closure costs are valued using recent estimates as prepared by third party engineers. Contingent payments related to acquisitions are determined based on management's determination of the probability of the criteria related to the contingent payment being met. The interest rate swap agreement is valued using mid-market values unless such prices and inputs were unobservable in which case proprietary or other pricing models based on past, present, and future market conditions are used. There have been no changes in the methodologies used at December 31, 2012 and 2011.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

The following table summarizes the changes in fair value measurements using significant unobservable inputs for the years ended December 31, 2012 and 2011 measured on a recurring basis:

	Accrued capping closure and post- closure costs	Contingent payments related to acquisitions	Interest rate swap agreement	Total
Balance - January 1, 2011	\$ 11,085,223	\$ 2,857,490	\$ 112,099	\$ 14,054,812
Accretion expense	603,882	-	-	603,882
Purchases	4,291,148	3,277,327	-	7,568,475
Change in estimate	-	(275,362)	-	(275,362)
Settlements	-	(2,082,128)	(96,753)	(2,178,881)
Balance - December 31, 2011	15,980,253	3,777,327	15,346	19,772,926
Accretion expense	720,514	-	-	720,514
Purchases	-	925,165	-	925,165
Settlements	-	(2,832,101)	(15,346)	(2,847,447)
Balance - December 31, 2012	<u>\$ 16,700,767</u>	<u>\$ 1,870,391</u>	<u>\$ -</u>	<u>\$ 18,571,158</u>

Subsequent Events – The Company has evaluated subsequent events through April 01, 2013, the date which the consolidated financial statements were available to be issued.

NOTE 2 DEPARTURE FROM GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

In accordance with FASB ASC 480-10, *Accounting for Certain Financial Instruments with Characteristics of Both Liabilities and Equity*, the Class A Common Stock should be classified as a liability in the consolidated balance sheets and the related interest should be accrued and recorded as interest expense in the consolidated statements of comprehensive income. During the years ended December 31, 2012 and 2011, the Company did not recognize such stock as a liability and did not accrue the related interest in the accompanying consolidated financial statements causing a departure from GAAP.

If FASB ASC 480-10 had been followed at December 31, 2012 and 2011, other liabilities and stockholders' equity would have increased and decreased by \$198,721,273 and \$162,860,720, respectively, and net income for the years ended December 31, 2012 and 2011, would have decreased by \$35,860,553 and \$29,389,282, respectively.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 3 ACQUISITIONS

During 2012, the Company acquired certain assets and liabilities of Nature Station Waste Services of Louisiana, LLC, Fayard & Sons, LLC, Professional Waste Management, LLC, Sunshine Waste and Recycling, Inc., and WPWI, LLC all in separate transactions. The total purchase price of these transactions was approximately \$3,513,000 in cash and \$1,151,000 in future and contingent payments based on the acquired company meeting certain criteria. The Company accrued all contingent payments as of December 31, 2012 based on the expectation that these criteria will be met. For the year ended December 31, 2012, the Company paid approximately \$2,832,000 related to contingent payments accrued in prior years. In addition, for the year ended December 31, 2012, the Company recognized acquisition-related costs totaling approximately \$24,000, which are included in other expense - net in the accompanying consolidated statements of comprehensive income.

During 2011, the Company acquired certain assets and liabilities of Greenstar Georgia, LLC, North Santa Rosa Sanitation, LLC, Environmental Operators, LLC, C&D Limited, LLC, Emerald Waste Services, LLC, Trash Can Company II, LLC, Rees Waste Service, LLC, Action Garbage Service, Inc., Mississippi Industrial Waste Disposal, Inc., Atlas Industrial Corporation, and National Collection Systems, LLC all in separate transactions. In addition, the Company acquired a sixty percent interest in Cleanpro Enviro Solutions, LLC. The total purchase price of these transactions was approximately \$34,035,000 in cash, \$600,000 in Common Stock and \$3,277,000 in contingent payments based on the acquired company meeting certain criteria. The Company accrued all contingent payments as of December 31, 2011 based on the expectation that these criteria will be met. For the year ended December 31, 2011, the Company paid approximately \$2,082,000 related to contingent payments accrued in prior years. In addition, for the year ended December 31, 2012, the Company recognized acquisition-related costs totaling approximately \$673,000, which are included in other expense - net in the accompanying consolidated statements of comprehensive loss.

All acquisitions were made to strengthen the Company's position in the various markets serviced. The acquisitions were accounted for using the acquisition method of accounting. Accordingly, the purchase prices were allocated to the assets acquired and the liabilities assumed based upon their fair values at the dates of acquisition. The goodwill recorded as part of the acquisitions primarily reflects the value of expected synergies from combining operations, as well as any intangible assets that do not qualify for separate recognition. Goodwill is expected to be fully deductible for tax purposes.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 3 ACQUISITIONS - Continued

The purchase prices were allocated as follows:

	2012	2011
Current assets	\$ 2,527	\$ 759,118
Property and equipment	1,040,736	19,725,989
Goodwill	4,088,316	24,663,412
Current liabilities	(466,855)	(2,205,776)
Long-term debt	-	(739,305)
Accrued capping, closure and post-closure costs	-	(4,291,148)
	\$ 4,664,724	\$ 37,912,290

NOTE 4 LINE OF CREDIT

At December 31, 2012, the Company has a \$275,000,000 revolving line of credit (the line) with various banks with an optional \$75,000,000 accordion feature. The line matures on August 2, 2014. Interest on outstanding borrowings is payable at either the Base Rate or LIBOR Rate as selected by the Company from time to time. The Base Rate equals the greater of the federal funds rate plus 0.5%, LIBOR plus 1% or the prime rate, plus an applicable margin, ranging from 0.875% to 2.125%. The LIBOR Rate equals LIBOR plus an applicable margin ranging from 1.875% to 3.125%. The Company also pays a quarterly commitment fee, ranging from 0.375% to 0.625%, based on the amount available to be borrowed. At December 31, 2012, the interest rate for \$160,000,000 of borrowings was based on LIBOR (0.22% at December 31, 2012) plus the applicable margin of 2.375% at December 31, 2012. Interest for the remaining \$31,000,000 in borrowings was based on the Base Rate (3.25% at December 31, 2012) plus the applicable margin of 1.375% at December 31, 2012. The line is collateralized by substantially all assets of the Company. The line is reduced by all outstanding letters of credit. At December 31, 2012, approximately \$72,395,000 was available to be borrowed on the line, which does not include the optional accordion feature.

The line contains various restrictive covenants including certain financial covenants, measured at the Company's year-end. At December 31, 2012, the Company was in compliance with all terms of the agreement.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 5 LONG-TERM DEBT

At December 31, 2012 and 2011, long-term debt consists of the following:

	<u>2012</u>	<u>2011</u>
Installment note payable to finance company; collateralized by certain equipment; interest at 4.5%; monthly principal and interest payments totaling \$187,520 through January 2014, \$161,686 thereafter; contains certain restrictive covenants, which the Company was in compliance with as of December 31, 2012; due January 2016	\$ 5,903,341	\$ 7,840,391
Installment note payable to finance company; interest at 0%; monthly principal payments totaling \$18,157; collateralized by certain equipment; due March 2014	128,668	354,558
Installment note payable to finance company; interest at 3.27%; monthly principal and interest payments totaling \$2,686; collateralized by certain equipment; due April 2013	10,672	57,977
Installment notes payable to various finance companies; interest at rates ranging from 7.85% to 8.99%; monthly principal and interest payments totaling \$6,398; collateralized by certain equipment; due through January 2015	65,584	161,258
Installment note payable to finance company; interest at 5.5%; monthly principal and interest payments totaling \$4,738; collateralized by certain equipment; due January 2015	111,734	159,315

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 5 LONG-TERM DEBT - Continued

	2012	2011
Installment note payable to individual; interest at 3.0%; monthly principal and interest payments totaling \$1,138; unsecured; due May 2013	5,646	18,912
	6,225,645	8,592,411
Less current maturities	2,226,413	2,206,633
	\$ 3,999,232	\$ 6,385,778

At December 31, 2012, long-term debt matures as follows:

2013	\$	2,226,413
2014		1,946,377
2015		1,891,775
2016		161,080
		\$ 6,225,645

NOTE 6 REDEEMABLE STOCK

On September 25, 2009, the Company issued 5,599,146 shares of Class A Common Stock at \$20.05 per share for the aggregate purchase price of \$103,791,346, which is net of related transaction costs of approximately \$8,471,500. Commencing September 25, 2014 or, if earlier, upon sale or liquidation of the Company, each Class A Common Stock holder will be entitled, upon notice of such holder, to require the Company to redeem all (or any part) of the shares of Class A Common Stock (or shares of Common Stock into which such shares are converted) held by such holder and its affiliates, at a price equal to \$50.13 per share (subject to appropriate adjustment for stock dividends, stock splits, combination or other similar recapitalization with respect to any of the Company's capital stock) for the aggregate redemption price of approximately \$280,685,200. Any portion of the redemption price that is not paid in cash as of the redemption date, which shall be no earlier than 3 months from the date the redemption notice is provided, shall bear interest at 20% per annum for the first year and 15% per annum thereafter. The option expires September 25, 2029.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 7 INTEREST RATE SWAP AGREEMENT

During 2010, the Company entered into a variable to fixed interest rate swap contract on \$50,000,000 of its line of credit facility discussed in Note 4. The purpose of this swap contract was to hedge against interest rate fluctuations on this variable rate debt.

In accordance with the terms of the swap agreement, the Company paid a fixed rate of 0.62% and received three month LIBOR. Net receipts and payments under the agreement were recognized as an adjustment to interest expense. The swap agreement expired on December 7, 2012.

At December 31, 2011, the fair value of the swap of \$15,346, has been included in other assets in the consolidated balance sheet. For the year ended December 31, 2011, the unrealized gain amounting to \$15,346 was included in stockholders' equity as accumulated other comprehensive income.

NOTE 8 INCOME TAXES

For the years ended December 31, 2012 and 2011, the provision for income taxes consists of the following:

	<u>2012</u>	<u>2011</u>
Current	\$ 571,055	\$ 681,568
Deferred	<u>175,279</u>	<u>6,011,721</u>
	<u>\$ 746,334</u>	<u>\$ 6,693,289</u>

For the years ended December 31, 2012 and 2011, the tax provision differs from the expense that would result from applying statutory rates to income before income taxes primarily due to certain expenses not being deductible for income tax purposes.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 8 INCOME TAXES - Continued

At December 31, 2012 and 2011, the net deferred tax amounts included in the balance sheets consist of the following:

	<u>2012</u>	<u>2011</u>
Current:		
Deferred tax assets	\$ 2,824,000	\$ 2,121,000
Noncurrent:		
Deferred tax assets	\$ 19,688,000	\$ 13,083,000
Deferred tax liabilities	(52,628,000)	(45,150,783)
	<u>\$ (32,940,000)</u>	<u>\$ (32,067,783)</u>

At December 31, 2012 and 2011, net deferred tax assets (liabilities) relate primarily to a net operating loss and charitable contributions carryforward, certain expenses and costs which are not deductible for tax purposes until paid including bad debts, bonuses and reserve accruals, and the excess of depreciation and amortization (including goodwill) for financial statement purposes over tax depreciation and amortization. At December 31, 2012 and 2011, noncurrent deferred tax assets are shown net of a valuation allowance of approximately \$1,633,000 and \$1,498,000, respectively, for certain net operating losses not expected to be realized for state purposes.

At December 31, 2012, the net operating loss carryforward for federal tax purposes approximates \$40,814,000 which expires on various dates beginning in 2028.

NOTE 9 RELATED PARTY TRANSACTIONS

The Company participates in an agreement to utilize an affiliate of a Class A Common Stockholder for management advisory and consulting services. The services are to be paid in quarterly installments of \$125,000 each. During the years ended December 31, 2012 and 2011, the Company incurred \$500,000 in fees related to such services.

The Company incurs a fee for use of a private plane owned by a related party. During the years ended December 31, 2012 and 2011, the Company paid \$480,000 and \$360,000, respectively, for such use.

During 2011, the Company purchased certain equipment totaling \$178,000 from a related party.

See Note 10 for additional related party disclosures.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 10 COMMITMENTS AND CONTINGENCIES

Leases - The Company leases certain offices and equipment under month-to-month and noncancelable operating lease agreements with unrelated third parties expiring through September 2022. The Company is also obligated under certain facility lease agreements with certain related parties expiring through December 2025.

For the years ended December 31, 2012 and 2011, total rent expense charged to operations approximated \$4,266,000 and \$4,562,000, respectively. Rent expense for related party lease agreements totaled approximately \$941,000 and \$913,000 during 2012 and 2011, respectively.

At December 31, 2012, future minimum lease payments required under the noncancelable operating leases are as follows:

	Related	Unrelated
2013	\$ 939,000	\$ 1,945,000
2014	939,000	1,298,000
2015	939,000	517,000
2016	939,000	402,000
2017	939,000	335,000
Thereafter	6,219,000	236,000
	\$ 10,914,000	\$ 4,733,000

Letters of Credit - As of December 31, 2012, the Company has outstanding letters of credit totaling approximately \$11,605,000 as required by certain banks, insurance providers, and vendors.

Insurance - The Company's workers compensation and auto insurance coverage are provided under partially self-insured, retrospectively rated policies from independent third parties. Under the policies, premiums may be adjusted subsequent to the policy year-end depending upon actual claims experienced.

At December 31, 2012, the Company estimated amounts payable on self-insured claims of approximately \$4,142,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

Health Insurance - The Company's health insurance is provided under a partially self-funded employee welfare benefit plan managed by an independent third party. At December 31, 2012, the Company estimated amounts payable on self-insured claims of approximately \$1,276,000, which is reflected in accrued liabilities in the accompanying consolidated balance sheet. The Company believes this amount is adequate to provide for the final disposition of such claims.

WASTE PRO USA, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended December 31, 2012 and 2011

NOTE 10 COMMITMENTS AND CONTINGENCIES - Continued

Stock Options - The Company has authorized the issuance of 1,522,250 stock options to certain employees. As of December 31, 2012, the Company has issued 621,550 of those options which allow those employees to buy a prescribed number of shares of Common Stock for an exercise price ranging from \$5 to \$30 per share. The options have an average weighted exercise price of \$20.14 per share with expiration dates through May 2022. The options vest ratably over five years. Upon exercise, shares will be issued from the pool of shares reserved for issuance. At December 31, 2012, 336,290 options are vested. During the year ended December 31, 2012, 10,000 options were issued, 345,700 options were exercised and 152,750 options were terminated. During the year ended December 31, 2011, 100,000 options were issued, 231,250 options were exercised and no options were terminated. At December 31, 2012, the Company had an additional 900,700 shares of Common Stock reserved to be used for stock options.

During the year ended December 31, 2012, management reversed previously recognized compensation expense of approximately \$404,000 and the related deferred tax benefit totaling approximately \$162,000 related to exercised options and no expense related to unexercised options as the stock value was above the exercise price of the stock options. During the year ended December 31, 2012, management recorded compensation expense of \$404,130 and \$262,200 related to unexercised and exercised options, respectively, where the intrinsic value of the stock exceeded the option price. During the year ended December 31, 2012, the Company realized a tax benefit of approximately \$105,000 from stock options exercised during the period.

Legal - The Company is involved in various lawsuits in the normal course of business. As of December 31, 2012, management has recorded an estimated liability related to current outstanding litigation of \$250,000, which is included in accrued liabilities within the consolidated balance sheets. Management believes the recorded amount is adequate to cover potential losses related to current outstanding litigation.

Purchase Commitments - As of December 31, 2012, the Company has made commitments to purchase vehicles and equipment totaling approximately \$21,750,000.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Company sponsors a 401(k) plan covering substantially all full-time employees meeting certain minimum age and length of service requirements. Employee contributions are voluntary and employer matching contributions are based on 50% of employee contributions up to 4% of compensation. For the years ended December 31, 2012 and 2011, the Company contributed approximately \$268,000 and \$107,000, respectively, to the plan.

SUPPLEMENTAL SCHEDULES



INDEPENDENT AUDITOR'S REPORT ON
SUPPLEMENTAL SCHEDULES

Waste Pro USA, Inc. and Subsidiaries
Longwood, Florida

We have audited the consolidated financial statements of Waste Pro USA, Inc. and Subsidiaries as of and for the years ended December 31, 2012 and 2011, and our report thereon dated April 01, 2013, which expressed a qualified opinion on those consolidated financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Schedules of Operating Expenses and General and Administrative Expenses for the years ended December 31, 2012 and 2011 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Vestal & Wiler
Certified Public Accountants

April 01, 2013

WASTE PRO USA, INC. AND SUBSIDIARIES

SUPPLEMENTAL SCHEDULES OF
OPERATING EXPENSES

For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Payroll and payroll taxes	\$ 88,637,563	\$ 80,157,690
Disposal costs	74,279,963	65,604,834
Vehicle operating costs	55,272,278	45,721,542
Repairs and maintenance	22,327,321	17,224,323
Insurance	17,368,973	15,482,642
Franchise fees	10,872,283	8,484,325
Subcontract trucking	6,095,555	5,481,567
Recycling material	5,796,167	8,644,640
Contract labor	5,680,692	4,587,336
Rent	3,168,229	3,404,083
Start-up costs	2,671,261	4,227,906
Utilities	1,183,259	1,139,698
Telephone	1,061,841	951,712
Uniforms	889,369	764,970
Bond fees	871,801	683,361
Equipment rental	408,544	479,448
Travel	392,699	326,619
Licenses and permits	364,443	313,064
Property damage	292,976	219,800
Retirement plan contributions	153,657	35,839
Sanitation supplies	151,590	119,043
Municipal fees	44,235	100,712
	<u>\$ 297,984,699</u>	<u>\$ 264,155,154</u>

See independent auditor's report on supplemental schedules.

WASTE PRO USA, INC. AND SUBSIDIARIES

**SUPPLEMENTAL SCHEDULES OF GENERAL
AND ADMINISTRATIVE EXPENSES**

For the Years Ended December 31, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Payroll and payroll taxes	\$ 25,332,456	\$ 20,737,067
Professional fees	3,491,940	2,933,707
Travel	3,081,678	2,772,168
Bad debt	2,385,849	943,068
Advertising	2,059,235	2,257,292
Taxes, other than income	1,510,348	1,477,213
Bank charges	1,401,500	1,178,654
Insurance	1,225,955	1,094,580
Telephone	1,198,773	1,105,590
Amortization of loan costs	1,107,562	963,130
Postage	877,136	797,957
Training	762,275	878,307
Office supplies	728,742	708,052
Rent	658,796	639,350
Computer expense	480,413	297,121
Dues and subscriptions	271,277	216,844
Repairs and maintenance	188,888	242,545
Office temporary labor	173,639	234,873
Retirement plan contributions	114,592	71,201
Relocation	96,502	38,004
Office equipment rent	30,205	39,085
Property damage	-	509
	<u>\$ 47,177,761</u>	<u>\$ 39,626,317</u>

See independent auditor's report on supplemental schedules.

Tab 8

REFERENCES



City of North Lauderdale	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll off	Jack Brady City Mayor City North Lauderdale 701 SW 71 st Avenue North Lauderdale, FL 33027 Ph. 954/724-7056 Fax 954720-2151
Commercial Business	350	
Residential Dwelling Count	9,000	Annual Bill \$3,400,000
Dates of Service: January 2012-Present		

City of Sweetwater	Residential Garbage Residential Yard Waste Residential Recycling	Manny Marono City Mayor City of Sweetwater 500 SW 109 th Avenue Sweetwater, FL 33027 Ph. 305/221-0411 Fax 305/895-4658
Residential Dwelling Count	2,500	Annual Bill \$690,000
Dates of Service: March 2012 – Present		

City of North Miami	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load	Stephen Johnson City Manager City North Miami 776 NE 125th Street North Miami, FL 33161 Ph. 305/895-6391 Fax 954720-2151
Residential Dwelling Count	10,000	Annual Bill \$1,800,000
Dates of Service: March 2012-Present		

City of Port St. Lucie	Residential Garbage Residential Yard Waste Residential Recycling Commercial Front Load Commercial Roll Off	Mary Ann Berillo Public Works Dir. Port St. Lucie 450 SW Thornhill Dr. Port St. Lucie, FL 33905 Ph. 772/344-4042 Fax 772/871-5248
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Commercial Container Count 1,042
Residential Dwelling Count 61,270 Annual Bill \$19,285,000
Dates of Service: 2006-Present

St. Lucie County Residential Garbage Leo Cordeiro
Residential Recycling Solid Waste Manager
Residential Yard Waste St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
Ph. 772/462-1631
Fax 772/462-6987

Residential Dwelling Count 20,000 Annual Bill \$3,086,000
Dates of Service: 2004-Present

Town of Orchid Residential Garbage Deb Branwell
Commercial Town Manager
Town of Orchid
7707-3 US Hwy 1
Vero Beach, F
32961
Ph: 772/569-7686
Fax: 772/569-7688

Residential Dwelling Count 120 Annual Bill \$10,800
Commercial Container Count 5
Dates of Service: 2010-Present

Palm Beach County Residential Garbage Mark Hammond
Residential Yard Waste Administrator
Residential Recycling Solid Waste Authority
Commercial Front Load 7501 N. Jog Rd.
Commercial Roll Off West Palm Beach, FL
33412
Ph. 561/640-4000
Fax 561/640-3400

Residential Dwelling Count 19,660 Annual Bill \$8,000,000
Service: October 2008-Present Dates of



CITY OF HOLLYWOOD, FLORIDA

Department of Public Services

2600 Hollywood Blvd. • P. O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954)967-4526 • Fax (954)967-4510 • www.hollywoodfl.org

Gregory Turek
Interim Director

October 28, 2011

Mrs. Geri A. Sams, Procurement Director
City of Augusta
530 Greene Street, Room #605
Augusta, GA 30901

Re: Waste Pro's operation of the City of Hollywood's Recycling Rewards Program

Dear Ms. Sams,

For the past two and a half years, Waste Pro has been operating both solid waste and recycling collection services for the City of Hollywood. Both services have been accomplished in a very professional manner and I would certainly recommend Waste Pro to any municipality seeking contractual services. From the initial transition to the present the company has kept all of their promises of their excellence of service.

Of note is the recycling program that Waste Pro is operating. It is a "rewards based" program that was the first in Broward County and perhaps the largest in Florida. It is performed by utilizing roll out carts, cart tippers on the trucks, weighting scales, and RFID chips and readers. Waste Pro has a great deal of expertise and experience with this equipment and process and should be able to efficiently accomplish this for the City of Augusta.

Sincerely,

Gregory Turek
Interim Director, Department of Public Services



Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.

We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

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City of Miramar
An Equal Opportunity
Employer

Mayor

Lori C. Moseley

City Commission

Winston F. Barnes

Alexandra P. Davis

Wayne M. Messam

Troy R. Samuels

City Manager

Robert A. Payton

"We're at
The Center of Everything"

Public Works Department
900 Pembroke Road
Miramar, Florida 33027
Phone (954) 883-6815
FAX (954) 602-3538

June 13, 2011

Russell Mackie
Vice President
Waste Pro of Florida
17302 Pines Boulevard
Pembroke Pines, FL 33029

RE: Interim Progress Check:

Dear Mr. Mackie:

This letter shall serve as an interim progress check on Waste Pro's service transition performance.

On January 26, 2011, Waste Pro was awarded an exclusive 5-year contract to provide solid waste collection services to the residents and businesses within the City of Miramar. This award required Waste Pro to transition collection operations from the City's prior service provider beginning May 1, 2011. In addition, Waste Pro was required to convert over 30,000 residential service units from traditional cans and bags to roll-cart services.

I am pleased to say that the collective planning efforts between the City staff and Waste Pro 60 days prior to the start date of May 1, 2011 appear to be rather successful. The small number of complaints relative to the enormous number of service requests is remarkable. Considering the tendency for problems to surface in the early outing of a transition event, I am confident that the remainder of this transition period will be uneventful.

Your staff should be commended for performing exceptionally well during this transition period. I will keep you advised of any future challenges that may require your attention.

Sincerely,

Thomas Good
Director of Public Works

TG/sr

C: File

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1965 South State Road 7
West Park, FL 33023

Phone: 954-989-2688
Fax: 954-989-2684

www.cityofwestpark.org

Eric H. Jones, Jr.
Mayor

...

Felicia Brunson
Vice-Mayor

...

Thomas Dorsett
Commissioner

...

Sharon Fyffe
Commissioner

...

Rita Peaches Mack
Commissioner

...

W. Ajibola Balogun
City Manager

...

Alexandra Grant
City Clerk

...

Burnadette Norris-Weeks
City Attorney

June 17, 2011

To Whom It May Concern:

This letter shall serve as a letter of recommendation/support for Waste Pro. In the summer of 2010, Waste Pro was selected as the lowest responsive and responsible bidder for the City's Residential Solid Waste Services. Upon execution of the contract with Waste Pro, the implementation of the service program commenced immediately with Waste Pro's staff diligent delivery of carts and notices to residents, thus allowing for a smooth transition from the City's prior solid waste provider to Waste Pro.

Waste Pro continues to perform above expectation, with prompt delivery of services; high quality of service as advocated; and most importantly, always responsive to residents and the City. To that end, it is with pleasure that I submit this recommendation letter for Waste Pro.

Should you have any questions or comments, please do not hesitate to call me at 954.989.2688.

Sincerely,

W. Ajibola Balogun
City Manager

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**OFFICE OF THE MAYOR
CITY OF NORTH LAUDERDALE
701 SW 71 Avenue
North Lauderdale, FL 33068
954-724-7056**

Waste Pro USA
Attn: John Jennings, President & CEO
2101 West State Road 434, Suite 305
Longwood, FL 32779-5053

March 16, 2012

Dear Mr. Jennings,

January 1, the City of North Lauderdale began receiving garbage and recycling services from Waste Pro USA. Throughout the request for proposal process, transition period, and the few short months since service began, the local Waste Pro USA employees have far exceeded my expectations. I have been truly impressed with the leadership, cooperation and actions taken by your employees throughout the command hierarchy.

Russell Mackie – Regional Vice President

Kenneth Rivera – Division Manager

Tim Bowers – Municipal Marketing
Executive

Hopeton Lewis – Route Supervisor

The above listed employee's professionalism, dedication and willingness to go the extra mile show our residents that Waste Pro USA was the right choice for North Lauderdale.

Thank you for your continued service and I look forward to our continued partnership.

Respectfully,



Jack Brady

cc: Russell Mackie
Tim Bowers
Kenneth Rivera
Hopeton Lewis



City of Sweetwater

June 6, 2012

Russell Mackie
Vice President
Waste Pro of Florida
17302 Pines Boulevard
Pembroke Pines, FL 33029

Dear Mr. Mackie:

This letter shall serve as an interim progress check on Waste Pro's service transition performance. In February of 2012, Waste Pro was awarded a contract to provide solid waste, recycling and bulk trash collection services to residents within the City of Sweetwater. This award required Waste Pro to transition collection operations from the City's prior service provider beginning March 1, 2012.

I am pleased to say that Waste Pro's initial phasing-in of services appears to be rather successful. Waste Pro's staff and executive team have been extremely effective in smoothly navigating the City through a transitional process that has, in other instances, been complicated. The number of complaints received is surprisingly low relative to the enormous number of service requests. Additionally, I would like to commend your staff for their timely and effective responses to emergency or unanticipated calls for assistance.

Using Waste Pro's performance through the present as an indicator, our City is anticipating exceptional waste collection services going into the future.

Sincerely,

Manuel L. Maroño
Mayor



CITY OF PORT ST. LUCIE



"A CITY FOR ALL AGES"

August 30, 2012

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for Waste Pro of Florida, Inc (Waste Pro). In 2006, the City of Port St. Lucie entered into a Franchise Agreement with Waste Pro for residential, commercial, yard and recycling waste hauling services after concluding a competitive selection process. Since that time, Waste Pro has provided a high level of service at a reasonable cost while being a true community partner.

The City Manager's Office is the point of contact for citizens with any concerns regarding solid waste. I have interacted with Waste Pro and, perhaps more importantly, with our citizens who utilize Waste Pro as their solid waste hauler for the last six years in my capacity as Assistant City Manager and more recently as City Manager. During this time, I have been very impressed by the low number of complaints we receive regarding Waste Pro's services and its commitment to resolving those complaints as quickly as possible.

As with many communities, the City has had to do more with less since the Great Recession. Waste Pro has helped us in these challenging times by being very price sensitive, voluntarily forgoing price increases authorized by the Franchise Agreement. Additionally, it is important to point out that Waste Pro has become an important part of the community, sponsoring special events and providing in-kind services at no charge.

In closing, I can think of no stronger point in support of Waste Pro than informing you that the City recently renewed Waste Pro's Franchise Agreement.

If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,

Gregory J. Oravec
City Manager

**BOARD OF
COUNTY
COMMISSIONERS**



**SOLID WASTE
DEPARTMENT**

October 26, 2010

To Whom It May Concern:

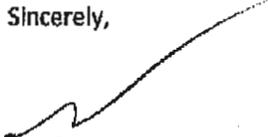
Waste Pro has been providing residential solid waste and recycling services under contract for St. Lucie County since October of 2004. Additionally, Waste Pro was awarded a new contract in 2009 for five years with a five year extension. I have known the senior management team of Waste Pro for over 15 years. I have always found them to be responsive and committed to providing quality service.

Waste Pro maintains clean trucks and has a professional looking shop with a customer service facility located on Selvitz Road in Fort Pierce. Their commitment to providing a professional image and attitude is evident and shows through in their ability to provide exemplary service.

Waste Pro has always put forth the extra effort when we have requested their assistance for customers with special needs. No matter how much, or how often, our residents put waste out at the curb, Waste Pro makes sure it is all collected on the scheduled collection day and disposed of properly.

Waste Pro performs at a level above and beyond any of our previous waste collection contracts. I would recommend them to any city or county seeking a waste and recycling collection contractor.

Sincerely,



Ron Roberts
Assistant Solid Waste Director

RR:dls

CHRIS DZADOVSKY, District No. 1 • DOUG COWARD, District No. 2 • PAULA A. LEWIS, District No. 3 • CHARLES GRANDE, District No. 4 • CHRIS CRAFT, District No. 5
County Administrator - Faye W. Outlaw, MPA

2300 Virginia Avenue • Fort Pierce, FL 34982
Phone (772) 462-1768 • FAX (772) 462-6987
www.stlucieco.org





August 17, 2011

Waste Pro
4100 Selvitz Road
Ft. Pierce, FL 34981

Dear ^{Pat} Mrs. Christensen,

As we approach the end of our first year working together, I wanted to take a moment to thank you, Shelly, Paula, Bob and all the employees of Waste Pro that service the Town of Orchid.

From both the residential and commercial aspects, the transition was seamless and the service continues to be above average.

We are appreciative of Waste Pro's quick response and professionalism in handling the Town's needs and look forward to a continued successful relationship.

Regards,

Deb C. Branwell
Town Manager



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

December 21, 2009

Mr. Pete Reilly
Operations Manager
Waste Pro USA
411 Tall Pines Road
West Palm Beach, FL 33413

Re: Holiday Greetings

Dear Mr. ~~Reilly~~, *Pete*

One can only hope to have the chance of working with a team that shares your own vision and commitment to excellence. Waste Pro USA has proven to be just that type of team time and time again from the collection crews and office staff to the management team. It is truly our pleasure to work with such dedicated individuals on a daily basis. We are very proud of our public/private partnership as it is a true model of success.

Your team's commitment and caring attitude is clearly evident from the exceptional services they provide not only to the SWA's customers they serve but to our customer service team as well.

May all of you and your families have a wonderful, happy and safe holiday season!

Sincerely,
SWA Customer Information Services Team

Jeanie *John A* *Colbie*
Anne *Bill* *Rosette*

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Waste Pro of Florida, Inc.
411 Tall Pines Road
West Palm Beach, Florida 33413
561-688-8912

wasteprousa.com