

WASTE PRO COLLECTION CONTRACT

THIS CONTRACT made and entered into this 16th day of April, 2012, by and between the TOWN OF YANKEETOWN, ("Town"), a Municipal Corporation, and Waste Pro of Florida, Inc., a Florida Corporation, ("Contractor").

WITNESSETH:

WHEREAS, Contractor wishes to provide solid waste and construction debris collection services to Town, and Town desires that Contractor provide solid waste and construction debris collection services within Town,

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. **GRANT OF FRANCHISE:** The contractor is hereby granted the sole and exclusive franchise, license and privilege within territorial jurisdiction of Town and shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide Commercial, residential solid waste and disposal services called for and described herein.
2. **DEFINITIONS:**
 - a. **Bulk Waste:** such as stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, hazardous waste, solid waste, garbage, yard waste, refuse or rubbish.
 - b. **Construction Debris:** means solid waste consisting of building materials resulting from construction, remodeling, repair or demolition operations including any clean recyclable materials.
 - c. **Garbage:** means all kitchen and table food waste and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
 - d. **Yard Waste:** means all accumulation of grass, shrubbery, vines, cuttings, and other refuse attending to the care of lawns or gardens.
 - e. **Hazardous Waste:** means any waste as defined or characterized as hazardous by the United States Environmental Protection Agency or appropriate state agency pursuant to state or federal law. Hazardous waste which may include but are not limited to motor oil, gasoline, paint, paint cans, items containing Freon and items containing chlorofluorocarbons.
 - f. **Non-combustible Trash:** means refuse materials that are unburnable at ordinary incinerator temperatures, which may include but is not limited to metals, mineral matter, large quantities of crockery or glass, metal furniture or appliances and auto bodies.
 - g. **Refuse:** means both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, textile materials, and other discarded matter.
 - h. **Resident:** means anyone who is either an owner of a residential unit within the Town or someone who resides in a residential unit within the Town.

- i. Residential Unit:* means each residential home, apartment, condominium, mobile home, or other dwelling within the Town at which solid waste collection services are required.
- j. Rubbish:* means waste material other than garbage, usually attendant to domestic households or housekeeping, and attendant to the operation of stores, offices and other business places. Rubbish includes, but is not limited to, paper, magazines, packaging, receptacles, textile materials, excelsior, bottles, cans, and ceramic material.
- k. Solid Waste:* means sludge unregulated under the Federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agriculture, or governmental operations.

3. SERVICE PROVIDED:

- a.* Contractor shall provide curbside solid waste collection service to all residential units within the Town two times per week
 - i.* Collection Times: Contractor shall pick up solid waste between the hours of 7:00am and 7:00pm on Mondays and Thursdays.
 - ii.* Collection Containers: Contractor shall pick up no more than Two (2) 32 gallon containers, one of which may be bagged yard debris, which do not exceed 50 pounds each, per residential unit for each collection.
- b.* Contractor shall provide bulk waste pick up service once per quarter from each residence within the Town.

4. CONTRACTOR OPERATIONS:

- a. Hours of Operation:* Contractor shall not start solid waste collection before 7:00am or continue after 7:00pm on the same day.
- b. Routes of Collection:* Contractor shall establish a collection route for the Town's Council to review and approve. Town will not unreasonably withhold approval. Contractor may from time to time propose to Town for approval, changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Town's approval of proposed changes, Contractor shall promptly notify affected units of the change in schedule.
- c. Holiday Schedule:* Contractor recognizes the following holidays in accordance with Levy County landfill and will not provide collection services on those days but instead will provide collection services according to the holiday make up schedule.

Martin Luther King Day
Independence Day
Veterans Day
Christmas Day

Memorial Day
Labor Day
Thanksgiving Day
New Years Day

Contractor may not provide collection service on any day that the Levy County landfill closes and in such case shall go to holiday make up schedule upon notifying Town of such.

- d. **Holiday Make up Schedule:*** Make up schedule will be as follows. When a holiday occurs the route schedule will be shifted back one day for the rest of the week. For example if the holiday occurs on a Monday the collection schedule would be Tuesday and Friday or if the holiday occurs on a Tuesday, Wednesday or Thursday the collection schedule would be Monday and Friday.
 - e. **Complaints:*** Any complaints received by the Town shall be directed to the Contractor which shall promptly address such complaint. If the complaint addresses a missed collection, Contractor shall investigate and, if such allegation is verified, Contractor shall arrange for the collection of missed collection within 24 hours after the complaint is received.
 - f. **Collection Equipment:*** The Contractor shall provide an adequate number of vehicles for regular collection services. Contractor shall ensure all collection equipment 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 vehicle number along with the identity and telephone number of the Contractor.
 - g. **Office:*** Contractor shall maintain an office or such other facility at which the Contractor can be contacted. The office shall be equipped with sufficient telephones and shall have a responsible person available from 8:00am to 5:00pm on regular collection days. The Contractor shall provide the Town with a phone number where Contractor can be reached at all times.
 - h. **Hauling:*** All solid waste hauled by the contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented.
 - i. **Disposal:*** In accordance with the Town's inter local agreement with Levy County, Florida, all solid waste, excluding construction debris, shall be hauled to the Levy County Landfill. Disposal tipping fee shall not exceed Levy County's rate.
- 5. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Contract in compliance with applicable laws; provided, however, that this Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of Town on the subject.
 - 6. **NONDISCRIMINATION:** Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.
 - 7. **INDEMNITY:** Contractor will defend, indemnify and save harmless the Town, it's officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful act, negligent act or act of omission of the Contractor, it's officers, agents, servants and employees in the performance of this contract; Provided, however that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees

arising out of the award of this Contract or a willful act, negligent act or act of omission of the Town, it's officers, agents, servants and employees.

8. **LICENSES AND TAXES:** Contractor shall obtain all licenses and permits necessary to perform it's obligations under this Contract and promptly pay all taxes required by Town.
9. **TERM:** The term of this Contract shall be for a two (2) year period beginning on the 1st day of August 2012 and ending two (2) years thereafter on August 1, 2014. The agreement shall be extended automatically for subsequent two (2) year terms unless either party gives notice to the other party, at least ninety (90) days prior to the renewal date, of its desire not to renew this Contract.
10. **INSURANCE:** The Contractor shall, at all times during this Contract, maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of this section. Contractor agrees to list the Town of Yankeetown as an "Additional Insured". All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder Contractor agrees to furnish the Town a certificate of insurance or other evidence of compliance with this section. The certificate shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for who this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

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

<u>Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$ 500,000
Bodily Injury Liability	\$ 500,000 each occurrence
Except Automobile	\$ 1,000,000 aggregate
Property Damage Liability	\$ 500,000 each occurrence
Except Automobile	\$ 500,000 aggregate
Automobile Bodily Injury	\$ 500,000 each person
Liability	\$ 1,000,000 each person
Automobile Property	\$ 500,000 each occurrence
Damage Liability	

To the extent permitted by law, all or part of any required insurance coverage may be provided under a plan or plans of self insurance.

11. **DEFAULT:** In the event that the Contractor enters into default of any provision of this Contract, the Town will provide written notification to the Contractor of such default. The Contractor will then have fifteen (15)

days from receipt of such notification to cure such default. If after said fifteen (15) day period, the Contractor should still be in default with showing of efforts to cure such default, the town shall consider the Contractor in default and seek legal and equitable remedies available to the Town.

12. BASIS AND METHOD OF PAYMENT:

a. Rates: The Town shall pay the Contractor the sum of \$ 16.85 per month for each residential unit served and \$ 20.75 per month for each commercial unit served for twice per week hand pickup service as well one (1) quarterly bulk waste collection and disposal service.

b. Modification of rates:

i. The fees charged by the Contractor for the second and subsequent years of the term of this Contract may be adjusted upward or downward by no more than the Consumer Price Index for Urban Wage Earners and Clerical Workers (All items) as published by the U.S. Department of Labor. The changes shall be done on or around the anniversary date of this Contract. Excluding tipping fees.

ii. Unusual changes or costs: The fees charged by the Contractor may be increased or decreased to reflect changes in the Contractor's disposal rate, changes in location of disposal sites, or on the basis of unusual changes in the Contractor's cost of operation, such as revised laws, ordinances, or regulations, an increase in the number of residential units from growth or annexation or required changes in the method of collection. Any and all increases due to unusual changes shall be approved by the Town Council, who will have the final decision, prior to the change in the rate. Such a request, however, shall not be unreasonably withheld provided that the Contractor has produced clear documentation of the need for such changes.

c. Contractor billings to Town: The Contractor shall bill the Town within ten (10) days following the end of each month for services rendered. The Town shall pay the Contractor on or before the 20th day following the end of the month which the bill relates.

13. STORM AND OTHER DISASTERS: The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other act of God or any other event over which the Contractor has no control. In the event of such disaster, the Town shall grant the Contractor variances in routes and schedules as may be deemed necessary by the Contractor. In addition, the parties shall negotiate the amounts to be paid to the Contractor for services performed as a result of increased volumes resulting from such disaster.

14. TRANSFERABILITY OF CONTRACT: Other than by operation of law, no assignment of this Contract or any right accruing under this Contract shall be made in whole or part by the Contractor without the express written consent of the Town.

15. **EXCLUSIVE CONTRACT:** The Contractor shall have the sole and exclusive franchise, license and privilege to provide residential and commercial solid waste hand collection and disposal services within the limits of the Town.
16. **OWNERSHIP:** Title to the solid waste collected by the Contractor shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from a residential or commercial unit, whichever last occurs.
17. **NOTICES:** All notices or other communications by either party to this Contract shall be in writing and either mailed by registered or certified mail, postage prepaid, or hand delivered to the following addresses during regular business hours:
 - a. **Town:** Town of Yanketown 6241 Harmony Lane, Florida 34498
 - b. **Contractor:** Waste Pro of Florida, Inc. 8470 Northwest 168th Lane Fanning Springs, Florida 32693
18. **JURISDICTION AND VENUE:** This agreement is made and entered into in the State of Florida and will be interpreted, construed, governed and enforced in accordance with the laws of that State. Jurisdiction and venue shall be in Levy County, Florida.
19. **ATTORNEY'S FEES:** In any action to enforce the terms and conditions of this agreement, the prevailing party will be entitled to recover from the losing party all costs and expenses, including attorney's fees incurred in the enforcement action, including appeals, whether suit be brought or not.
20. **CONSTRUCTION OF DOCUMENT:** Each party and counsel for each party has reviewed this Contract and accordingly the normal rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Contract.
21. **SEVERABILITY:** In the event that one or more of the provisions or portions of this Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, the remainder of this Contract will not be affected thereby and each remaining provision or portion thereof will continue to be valid and effective and will be enforceable independently to the fullest extent permitted by law.
22. **ENTIRETY:** This Contract incorporates, embodies, expresses, and supersedes all agreements and understandings between and among the parties hereto, and it may not be altered or modified except in writing duly executed by the parties hereto.
23. **BENEFICIARIES OF AGREEMENT:** The legal rights and obligations of this Contract are to ensure to the benefit of all parties hereto, their legal representatives, successors, and assigns.

PASSED and DULY ADOPTED, with a quorum present and voting by the Town Council of the Town of Yankeetown, Florida, on **THIS 16th DAY OF APRIL, 2012.**

IN WITNESS WHEREOF, the parties executed this Contract on **THIS 16TH DAY OF APRIL 2012.**

WASTE PRO OF FLORIDA
A Florida Corporation


Witness Signature:


By Signature:

HELENA MOZOLIC
Witness Name:

E. RALPH MILLS
By Printed Name:

TOWN OF YANKEETOWN
A Municipal Corporation


Witness Signature:


JANIE A. HINSON, Mayor of Yankeetown

CHRIS HOWARD
Witness Name:

ATTEST:


LAURA L. COYLE, Town Clerk