MEMORANDUM

Date: April 20, 2015

TO: Town Commission

FROM: David Bullock, Town Manager

SUBJECT: Resolution 2015-08, Solid Waste Franchise Agreement, Annual Service Rate Adjustment

The Town of Longboat Key entered into a Solid Waste Franchise Agreement ("the Agreement") with Waste Management, Inc. ("WM") of Florida for the collection and disposal of solid waste, yard trash, and residential recyclable materials effective July 1, 2014 and terminating June 30, 2021.

Pursuant to the Agreement (Ordinance 2014-21), adopted on June 30, 2014, the Town is required to annually adjust the collection fee components of the service using prescribed Consumer Price Indexes (CPI) provided for in the agreement. Such adjustments are effective beginning July 1, 2015, and calculated annually thereafter, during the term of the Agreement.

Per Exhibit D of the Agreement, the rate should be adjusted using the following formula:

1) Ninety percent (90%) of the collection fee shall be adjusted based on the percentage change in the Consumer Price Index between the month of December in the previous year and the month of December in the year prior to that, rounded to the nearest hundredth of a percent. The CPI will be the Consumer Price Index for the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID= CWUR03300SA0);

2) Ten percent (10%) of the rate shall be adjusted based on the percentage change in the average monthly Fuel Price during the previous calendar year and the average monthly Fuel Price during the year prior to that, rounded to the nearest hundredth of a percent. The Fuel Price will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Price (cents per gallon) published by the United States Department of Energy;

3) The total adjustment to the collection fee component of the service rates in any given year shall not exceed four percent (4%) of the previous year's collection fee component of that rate;

4) If the source of the CPI or Fuel Price is discontinued or substantially altered, the Town may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The terms of the Agreement also provide that the Solid Waste disposal components of the service rates and Yard Trash processing shall be adjusted if and when the tipping

fee charged at the Designated Facility for the Town's Solid Waste changes. There were no changes in the tipping fees to be charged.

The total monthly charge per unit will decrease by $.01 from $14.56 per month to $14.55 per month (12 cents annual decrease/unit). This is approximately $1,169 annual savings to residential pick up.

LEVEL OF SERVICE	2-1-1 SERVICE EFFECTION 07/01/14			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$6.75	$2.83	$9.58
Recyclables – 64 gal. Carts	1 x week	$2.59	n/a	$2.59
Yard Trash	1 x week	$1.67	$0.72	$2.39
TOTAL PER UNIT		$11.01	$3.55	$14.56
LEVEL OF SERVICE	**2-1-1 SERVICE EFFECTIVE 07/01/15**			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$6.74	$2.83	$9.57
Recyclables – 64 gal. Carts	1 x week	$2.59	n/a	$2.59
Yard Trash	1 x week	$1.67	$0.72	$2.39
TOTAL PER UNIT		$11.00	$3.55	$14.55

Commercial rates will also show a slight decrease ranging from $.01 to $.07 as shown on the exhibit below.

Resolution 2015-08 was presented to the Commission at their April 20, 2015 Regular Workshop and forwarded to the May 4, 2015 Regular Meeting for public hearing and formal action.

COMMERCIAL COLLECTION SERVICE RATES

COUNTY	(a) Tip Fee/Ton
Manatee	$
Sarasota	$

- Tipping fees for Roll-Off Containers are based on actual tipping fee.

	(b) Monthly Fee/Unit	(c) Lbs/Cubic Yard (set for contract purposes)	(d) Disposal Fee (c/2000) x (a)	(e) Franchise Fee ((b+d)/0.98) x 0.02	(f) Total Fee (b+d+e)	
A. Multifamily or Commercial Carts (2 x week) Collection Service and Container Maintenance					7/1/14	7/1/15
32 Gallon Can - Manatee	$ 9.63	$ 87.20	$ 1.5	$ 0.23	$ ~~11.44~~	11.43
65 Gallon Cart - Manatee	$ 10.76	$ 177.13	$ 3.1	$ 0.28	$ ~~14.24~~	14.23
96 Gallon Cart - Manatee	$ 10.85	$ 261.60	$ 4.7	$ 0.32	$ ~~15.89~~	15.88
32 Gallon Can - Sarasota	$ 9.63	$ 87.20	$ 1.9	$ 0.24	$ ~~11.84~~	11.83
65 Gallon Cart - Sarasota	$ 10.76	$ 177.13	$ 3.9	$ 0.30	$ ~~15.06~~	15.05
96 Gallon Cart - Sarasota	$ 10.85	$ 261.60	$ 5.8	$ 0.34	$ ~~17.09~~	17.08
B. Multifamily Recycling Fee	$ 1.85	n/a	n/a	$ 0.04	$ 1.89	1.89
C. Multifamily or Commercial Dumpsters Collection Service						
Uncompacted /cy - Manatee	$ 2.59	$ 98.00	$ 1.76	$ 0.09	$ 4.44	4.44
Compacted /cy - Manatee	$ 5.72	$ 294.00	$ 5.29	$ 0.22	$ ~~11.24~~	11.23
Uncompacted /cy - Sarasota	$ 2.59	$ 98.00	$ 2.21	$ 0.10	$ 4.90	4.90
Compacted /cy - Sarasota	$ 5.72	$ 294.00	$ 6.62	$ 0.25	$ ~~12.60~~	12.59
D. Dumpsters Maintenance						
1 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
2 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
3 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
4 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
6 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
8 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ ~~44.78~~	44.71
E. Roll Off Collection Service *						
Open top lift/cy	$ 9.92	n/a*	Actual	$ 0.20	~~$10.13~~ $10.12 + Disposal including 2% Franchise Fee	
Compactor/cy	$ 11.51	n/a*	Actual	$ 0.23	~~$11.76~~ $11.74 + Disposal including 2% Franchise Fee	
F. Roll Off Maintenance						
10 Cubic Yard	$ 61.08	n/a	n/a	$ 1.25	~~$ 62.41~~	62.33
20 Cubic Yard	$ 76.33	n/a	n/a	$ 1.56	~~$ 77.99~~	77.89
30 Cubic Yard	$ 91.60	n/a	n/a	$ 1.87	~~$ 93.59~~	93.47
20 Cubic Yard Compactor	$ 152.68	n/a	n/a	$ 3.12	~~$ 156.00~~	155.80
G. Gate Service & Roll Out Fees						
Gate Service	$ 18.39	n/a	n/a	$ 0.38	~~$ 18.79~~	18.77
Roll Out Fees (< 15 feet)	$ 18.39	n/a	n/a	$ 0.38	~~$ 18.79~~	18.77
Roll Out Fees (> 15 feet)	$ 36.75	n/a	n/a	$ 0.75	~~$ 37.55~~	37.50

RESOLUTION 2015-08

A RESOLUTION OF THE TOWN OF LONGBOAT KEY, FLORIDA, PROVIDING FOR COLLECTION FEE, A SERVICE RATE ADJUSTMENT BASED ON THE SOLID WASTE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT INC.; REPEALING ALL PROVISIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Longboat Key (the "Town") entered into a Solid Waste Franchise Agreement ("the Agreement" also known as Ordinance 2014-21) with Waste Management, Inc. of Florida (the "Franchisee") for the collection and disposal of solid waste, yard trash, and residential recyclable materials effective July 1, 2014, and terminating June 30, 2021; and

WHEREAS, Exhibit D of the Agreement states beginning July 1, 2015, and the same date of each subsequent year during the term of the Agreement, the collection fee components of the service rates shall be adjusted; and

WHEREAS, Exhibit D of the Agreement states the collection fee rate shall be adjusted using the following formula:

1) Ninety percent (90%) of the collection fee shall be adjusted based on the percentage change in the Consumer Price Index (CPI) between the month of December in the previous year and the month of December in the year prior to that, rounded to the nearest hundredth of a percent. The CPI will be the Consumer Price Index for the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID= CWUR03300SA0).

2) Ten percent (10%) of the rate shall be adjusted based on the percentage change in the average monthly Fuel Price during the previous calendar year and the average monthly Fuel Price during the year prior to that, rounded to the nearest hundredth of a percent. The Fuel Price will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Price (cents per gallon) published by the United States Department of Energy.

3) The total adjustment to the collection fee component of the service rates in any given year shall not exceed four percent (4%) of the previous year's collection fee component of that rate.

4) If the source of the CPI or Fuel Price is discontinued or substantially altered, the Town may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

WHEREAS, Exhibit D of the Agreement states the Solid Waste disposal components of the service rates shall be adjusted if and when the tipping fee charged at the Designated Facility for the Town's Solid Waste changes; and

WHEREAS, Exhibit D of the Agreement states the Yard Trash processing shall be adjusted if and when the tipping fee charged at the processing facility for the Town's Yard Trash changes; and

WHEREAS, the CPI in December 2013 for All Items for the South Urban Region was 224.895 and the CPI in December 2014 for All Items for the South Urban Region was 225.251 which resulted in a 0.16% change in CPI; and

WHEREAS, the average Fuel Price for the Lower Atlantic No. 2 Diesel Ultra Low Sulfur Diesel was $3.877 in 2013 and the average Fuel Price for the Lower Atlantic No. 2 Diesel Ultra Low Sulfur Diesel was $3.771 which resulted in a -2.74% change in Fuel Price; and

WHEREAS, since entering into the Agreement with the Franchisee, there have been no changes in the tipping fees charged for the Town's Solid Waste and Yard Trash services; and

WHEREAS, based upon the foregoing and applying the formula provided for in Exhibit D to the Agreement, the overall change in 2014 for the collection fee component of service rate was -0.13% resulting in a $0.01 decrease in the current rate of $11.01 to form the new monthly collection fee rate of $11.00, which results in a total monthly collection fee of $14.55.

NOW, THEREFORE, be it resolved by the Town Commission of the Town of Longboat Key, Florida, that:

SECTION 1. The recitals and findings above, and any factual statements below, are ratified and confirmed as true and correct.

SECTION 2. Pursuant to the rate formula provided for in Exhibit D of the Agreement and the findings outlined herein, the Town Commission hereby determines that the new service rates for collection and disposal of Solid Waste, Yard Trash, and Residential Recyclable Materials beginning July 1, 2015, shall be as follows:

LEVEL OF SERVICE	**2-1-1 SERVICE EFFECTIVE 07/01/15**			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$6.74	$2.83	$9.57
Recyclables – 64 gal. Carts	1 x week	$2.59	n/a	$2.59
Yard Trash	1 x week	$1.67	$0.72	$2.39
TOTAL PER UNIT		$11.00	$3.55	$14.55

SECTION 3. Based upon the foregoing, the Town Commission hereby decreases the total monthly service rate for the collection and disposal of solid waste, yard trash, and residential recyclable materials to $14.55 per month.

SECTION 4. All prior Town Resolutions in conflict herewith shall be and the same are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, or provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected.

SECTION 6. This Resolution shall become effective July 1, 2015.

Passed by the Town Commission of the Town of Longboat Key on the _____ day of _____, 2015.

_____
Jack G. Duncan, Mayor

ATTEST:

_____
Trish Granger, Town Clerk

Attachment: Exhibit 1 - Ordinance 2014-21 (inclusive of Exhibit D referenced herein)

ORDINANCE 2014-21

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE TOWN OF LONGBOAT KEY, FLORIDA, GRANTING AN EXCLUSIVE FRANCHISE TO WASTE MANAGEMENT, INC. OF FLORIDA FOR COLLECTION AND DISPOSAL OF SOLID WASTE, YARD TRASH, AND RESIDENTIAL RECYCLABLE MATERIALS WITHIN THE CORPORATE LIMITS OF THE TOWN OF LONGBOAT KEY, FLORIDA; PROVIDING FOR A RESERVATION OF RIGHTS; CLARIFYING DISCREPANCIES BETWEEN THE SUBJECT FRANCHISE AGREEMENT AND THE TOWN OF LONGBOAT KEY'S CODE OF ORDINANCES; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Longboat Key (the "Town") and Waste Management, Inc., of Florida (the "Franchisee"), by virtue of assignment from Cedar Hammock Disposal Corporation entered into Ordinance 91-27 (the "Solid Waste Agreement") to provide Solid Waste Collection Services to the Town on an exclusive basis; and

WHEREAS, the Town and Franchisee entered into Ordinance 91-04 (the "Recycling Agreement") to provide Recycling Collection Services on an exclusive basis; and

WHEREAS, the Solid Waste Agreement and Recycling Agreement have been extended and modified by various Town ordinances including, but not limited to, Ordinance 06-24; and

WHEREAS, it continues to be in the best interest of the Town to have all of the solid waste, yard trash, and residential recyclable materials within its corporate limits regularly collected and disposed of at appropriate locations by a single franchisee; and

WHEREAS on January 16, 2014, the Town published a Request for Proposals for Solid Waste Collection Services for the purposes of selecting a franchisee to provide such services; and

WHEREAS the proposal submitted by the Franchisee was deemed by the Town to be in the best interests of the Town;

WHEREAS, after proper investigation and public hearing, the Town has determined that entering into a new franchise agreement with the Franchisee is in the best interests of the Town; and

WHEREAS, the Town and Franchisee have negotiated and agreed on the terms and conditions of a new franchise agreement, an executed copy of which is attached hereto as Exhibit "A" (the "Franchise Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF LONGBOAT KEY, FLORIDA, THAT:

SECTION 1. Recitals. The recitals above, and any factual statements below, are ratified and confirmed as true and correct.

SECTION 2. Exclusive Franchise and Term of Agreement. The Town hereby grants to Franchisee an exclusive franchise, subject to the terms and conditions of the Franchise Agreement, for the collection and disposal of solid waste, yard trash, and residential recyclable materials, commencing on July 1, 2014, and continuing until June 30, 2021, unless extended by the parties in writing or otherwise terminated prior to that date pursuant to Article 19 of the Franchise Agreement.

SECTION 3. Reservation of Rights. The Town hereby expressly reserves the right to pass ordinances and resolutions which may be necessary or proper to secure and protect the health, safety, moral, general welfare, and accommodation of the public, including but not limited to ordinances and resolutions related to rates and the rights to adopt and enforce regulations to protect the public from danger and inconvenience in the management and operation of the solid waste services business, and to provide such service as is contemplated by this franchise. Further, all solid waste, yard trash, and residential recyclable materials, and bulk waste produced in the Town shall be removed by the Franchisee exclusively under the direction of the Town pursuant to the terms and provisions of the Franchise Agreement, this Ordinance, and the Town Code, and such rules and regulations as the Town shall prescribe from time to time for the removal, transportation, and disposal of such materials.

SECTION 4. Definitions. The Town hereby acknowledges, in order to be consistent with the Franchise Agreement and current solid waste industry practices, that the definitions of the terms "Garbage can" and "Trash Container" provided in Section 95.01 of the Town's Code of Ordinances ("Code"), shall further include containers intended for solid waste collection between thirty-two (32) and ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Franchisee's collection vehicles and containing not over two hundred fifty (250) pounds of waste, as provided for in the Franchise Agreement. These modified definitions shall apply to any references to said terms throughout Chapter 95 of the Code.

SECTION 5. Waiver of Garbage Can Requirement. Further, the Town hereby acknowledges, in order to be consistent with the Franchise Agreement and current solid waste industry practices, that the requirement for all residents or occupants of single-family dwellings, and the owners, managers, or occupants of any multiple dwelling or of any place of business or commercial establishment to provide a garbage can or trash container is hereby waived as the provision of garbage carts is an obligation of the Franchisee pursuant to the Franchise Agreement.

SECTION 6. Repeal of Prior Ordinances. All ordinances or parts of ordinances in conflict herewith shall be and the same are hereby repealed.

SECTION 7. Severability. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of the Ordinance shall not be affected.

SECTION 8. Effective Date. This Ordinance shall be created and shall become effective upon its adoption and approval as prescribed by law. This Ordinance shall take effect upon second reading in accordance with Law and the Charter of the Town of Longboat Key.

Passed on the first reading the 16th day of June, 2014.

Adopted on the second reading and public hearing the 30th day of June, 2014.

James L. Brown, Mayor

ATTEST:

Trish Granger, Town Clerk

Attachment:
Exhibit "A" – Franchise Agreement

TOWN OF LONGBOAT KEY
FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES
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Note: All terms and conditions are subject to approval by the Town Commission.

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ARTICLE 1. TERM

The Effective Date of this Franchise Agreement ("Agreement") is the date the Agreement is executed and has been signed by both the Town of Longboat Key ("Town") and Waste Management Inc. of Florida (the "Franchisee"). The term of this Agreement shall be seven (7) years beginning on the Commencement Date July 1, 2014, and terminating, June 30, 2021. The Commencement Date is the date the Franchisee is required to commence Collection Services pursuant to this Agreement. At the sole option of the Town, the Agreement may be renewed for up to two (2) additional term(s) of three (3) years each under the same terms and conditions as the initial term, including amendments, subject to approval by the Town Commission.

ARTICLE 2. DEFINITIONS

The following initially capitalized words and terms or pronouns shall, wherever they appear in this Agreement, be construed as follows and pursuant to the Town's Code of Ordinances ("Town Ordinances'), as amended from time to time. The word "person" shall include corporations and associations, including public bodies, as well as natural persons.

Agreement/Contract: This Franchise Agreement for solid waste collection services executed by the Town of Longboat Key and the Franchisee and all exhibits and amendments thereto. The term "Agreement" may be used interchangeably with the term "Contract."

Agreement Year: The time from the Commencement Date through June 30, 2015, and each twelve (12) month period thereafter during the initial term and any authorized renewal terms of the Agreement.

Applicable Law: All applicable Federal and State of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Bay Isles: Mixed-use gated community located east of Gulf of Mexico Drive, with entrances at the intersection of Gulf of Mexico Drive and Bay Isles Parkway, and the intersection of Gulf of Mexico Drive and Harborside Drive. .

Biomedical Waste: As defined by Section 403.703(2), Florida Statutes (F.S.), as may be amended.

Biological Waste: As defined by Section 403.703(3), F.S., as may be amended.

Bulk Waste: Solid Waste that consists of household refuse such as appliances, other White Goods, furniture, or other items too large to be collected as part of regular carted solid waste.

Collection Services: Process whereby Solid Waste, Recyclables, Yard Trash, and/or Bulk Waste are collected by the Franchisee and transported to an authorized facility for processing or disposal.

Commercial Collection Service: Process whereby Solid Waste is collected by the Franchisee from Commercial Users and transported to an authorized facility for processing or disposal.

Commercial User: Any person, including, but not limited to, owners, lessees, and sub-lessees utilizing a property for the exchange of goods, commodities or services, including, but not limited to, hotels, motels, recreational vehicle parks, marinas, offices, governmental, churches, and not-for-profit corporations.

Commission: Town Commission of Longboat Key, Florida.

Construction and Demolition Debris ("C&D Debris"): As defined in Section 403.703(6), F.S., as may be amended.

Container: Garbage or Recycling Cart, dumpster, compactor, roll-off container, or any container approved by the Town intended for collection of Solid Waste, Recyclables, or other materials as specified by this Agreement.

Curb: The border of a way, either private or public.

Department: The Longboat Key Public Works Department or any other department as may be designated by the Town Manager to administer and enforce this Agreement.

Director: The director of the Longboat Key Public Works Department.

E-Waste: Discarded electronic devices and components including, but not limited to, desktop, laptop, notebooks, and tablet computers; computer equipment including monitors, keyboards, printers, scanners, and mice; video games; CD, DVD, and VCR players; speakers; LCD and plasma flat screens, and analog TVs and CRTs; digital cameras; fax machines, navigation devices; other entertainment electronics; mobile phones, power cords and cables; or similar electronic products.

Effective Date: The date this Agreement has been executed by both the Town and the Franchisee.

Fiscal Quarter: October 1st through December 31st, January 1st through March 31st, April 1st through June 30th , and July 1st though September 30th.

Franchisee: The corporation that has executed this Agreement with the Town, Waste Management Inc. of Florida.

Garbage Cart: A Container intended for Solid Waste collection between thirty-two (32) and ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Franchisee's collection vehicles and containing not over two hundred fifty (250) pounds of waste.

Hazardous Waste: A hazardous waste as identified by the State of Florida Department of Environmental Protection in Florida Administrative Code Chapter 62-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations as may be amended.

Holiday: A designated holiday on which the Franchisee shall not be required to provide Collection Service or to maintain office hours. For the purposes of this Agreement, the designation of holidays shall correspond to those days when the Manatee County Landfill is closed.

Household Hazardous Waste (HHW): Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Multifamily Collection Service: Process whereby Solid Waste and/or Recyclables are collected by the Franchisee from Multifamily Users and transported to an authorized facility for processing or disposal.

Multifamily User: A person or entity, including, but not limited to, owners, lessees, and sub-lessees of abodes other than single-family, duplex, triplex, and quadplex dwellings, including apartment houses, rooming or boardinghouses, sanitariums, rest homes, resident schools, motor courts, guesthouses, tourist homes, trailer courts and trailer camps, and other similar or like places.

Program Recyclables: Recyclables collected from Residential and Multifamily Users, Town facilities and public areas. Program Recyclables shall include the following list of materials, which may be amended to add or delete materials upon mutual agreement of the Town and the Franchisee: all paper; all plastic containers; rigid mixed plastics; aluminum, tin/steel, and bimetal cans including empty aerosol cans; and glass containers.

Recyclable Materials (Recyclables): Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling Bin: A container intended for Recyclables collection no less than eighteen (18) gallons capacity, suited to manual collection.

Recycling Cart: A Container intended for Recyclables collection between thirty-two (32) and ninety-six (96) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Franchisee's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: A Recycling Cart, dumpster, compactor, or other container as approved by the Town for collection of Recyclables pursuant to this Agreement, including but not limited to, those collected from Residential Users, Multifamily Users, Commercial Users, Town facilities, and public areas.

Rejects: Materials other than processing Residue that cannot be recycled and that cannot be processed into Recovered Materials.

Residential Collection Services: Process whereby Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste, are collected by the Franchisee from Residential Users, and transported to an authorized facility for processing or disposal.

Residential User: A person, including, but not limited to, owners, lessees, and sub-lessees utilizing a building, a portion thereof, specifically designed for and used for occupancy of that person. For the purposes of this Agreement, Residential User shall include users of single family, duplex, triplex, and quadplex dwellings.

Residue: The portion of the Recyclable Materials stream accepted by the Franchisee that is not converted to Recovered Materials due to breakage and/or transportation or processing inefficiencies.

Single Stream: A recycling process that allows for all types of Recyclables to be collected and commingled in the same container.

Solid Waste: As defined by Section 403.703(32), F.S., as may be amended, including garbage, rubbish, trash, and other discarded waste. For the purposes of this Agreement, Solid Waste shall not include Recyclable Materials, Yard Trash, automobiles, dead animals, and large equipment.

Special Waste: For the purposes of this Agreement, Special Waste refers to wastes that can require special handling and management, including, but not limited to, incinerator ash, Biomedical Waste, Biological Waste, Hazardous Waste, lead-acid batteries, whole tires, and used oil.

Town: Town of Longboat Key, Florida.

Town Manager: The Town Manager for the Town of Longboat Key, Florida.

White Goods: Inoperative or discarded refrigerators, ranges, washers, water heaters, freezers or other domestic or commercial large appliances.

Yard Trash: Vegetative matter resulting from landscaping maintenance or land clearing, including but not limited to, seaweed, shrub trimmings, tree trimmings, grass clippings, and palm fronds.

ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE SERVICES

3.1 Exclusive Services

The Franchisee is herein granted the exclusive right to provide the following Collection Services within the corporate limits of the Town of Longboat Key:

3.1.1 Collection of Solid Waste, Program Recyclables, Yard Waste, and Bulk Waste from Residential Users.

3.1.2 Collection of Solid Waste and Program Recyclables from Multifamily Users.

3.1.3 Collection of Solid Waste from Commercial Users.

3.1.4 Processing of Recyclables and Yard Trash collected pursuant to the Agreement.

3.2 Non-Exclusive Services

3.2.1 The Franchisee is not granted the exclusive right to provide the following services:

a. Collection of large quantities of junk and/or Bulk Waste from Residential Users associated with clean outs, vacancies, or other similar events. The Franchisee may provide these services at competitive rates that are not established by this Agreement.

b. Collection of Yard Trash from Commercial Users and Multifamily Users, or Yard Trash generated in connection with a yard service. The Franchisee may provide these services in accordance with the mandatory recycling requirements as specified by Town Ordinance at competitive rates that are not established by this Agreement.

c. Collection of C&D Debris. The Franchisee may provide these services in accordance with the mandatory recycling requirements as specified by Town Ordinance at competitive rates that are not established by this Agreement.

d. Collection of Commercial Recyclables; however, the –Franchisee shall –provide collection of Commercial Recyclables upon request and as required in Article 7.3 of this Agreement.

e. The Town reserves the right to exclude the collection of other materials in the future for the purposes of waste diversion.

3.2.2 The Franchisee is not required to nor has the exclusive right to collect Biological Waste, Biomedical Waste, Hazardous Waste, or other Special Waste, except as designated by this Agreement.

ARTICLE 4. TRANSITION OF SERVICES

4.1 Upon Commencement of Service

The Franchisee shall participate in transition meetings as scheduled and conducted by the Director, to plan and manage the transition process so that no service interruption occurs. The Franchisee is responsible for providing a smooth transition in services to minimize inconvenience to Residential, Multifamily, or Commercial Users. To accomplish this objective, the Franchisee shall submit to the Director, within 30 calendar days of the Commencement Date, a transition plan that provides a detailed description of how the Franchisee will plan and prepare for changes in Collection Services_including the implementation of Single Stream Recycling. . The transition plan must meet the approval of the Director. At a minimum, the Franchisee must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

4.1.1 Schedule of transition meetings with Town staff leading up to the Commencement Date.

4.1.2 Schedule and procedure for ensuring all Residential Users have Garbage Carts in proper working order.

4.1.3 Schedule and procedure for ensuring all Residential Users have and Recycling Carts within ninety (90) days of the Commencement Date as specified in Article 10.1.4, and that unwanted Recycling Bins are collected and recycled.

4.1.4 Schedule and procedure for ensuring all Multifamily and Commercial Users have Containers in proper working order.

4.1.5 Schedule for development and execution of a public relations and media plan, regarding program changes including Single Stream Recycling. The public relations and media plan may include, but is not limited to, local print, radio, and news outlets, and social media outlets. All plan items must meet the approval of the Director prior to distribution.

4.1.6 Schedule for development and production of residential and commercial educational materials pursuant to Articles 10.1.1, 10.1.4, 14.1 and 14.2, including submission to the Town for approval.

4.1.7 Schedule for onsite training for any asset management or participation tracking software, if applicable.

4.1.8 Schedule for obtaining all necessary labor, vehicles, equipment, and Containers and ensuring all vehicles are street legal (registered, licensed, and tagged) prior to the Commencement Date.

4.2 Prior to the Expiration of this Agreement

4.2.1 Should the Town choose not to renew this Agreement or should no renewal options remain, the Town anticipates awarding a new Agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new Agreement has not been awarded within such time frame, the Franchisee agrees to provide service to the Town for an

additional ninety (90) day period beyond the expiration of the Agreement at the then established service rates, provided the Town requests said services, in writing, at such time.

4.2.2 At the expiration of this Agreement, the Franchisee shall work with the Town and the newly selected franchisee to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the following performance requirements:

a. Attend coordination meetings with the Town and newly selected franchisee, as requested.

b. Work with the newly selected franchisee to develop a mutually agreeable schedule for removal of Franchisee-owned Containers and placement of the newly selected franchisee's containers. The schedule shall ensure no interruption in Collection Services.

c. Allow the newly selected franchisee to purchase, or rent for up to ninety (90) days, Franchisee- owned Containers from the Franchisee. The purchase price and/or rental shall be negotiated.

4.2.3 The Town reserves the right to withhold payment to the Franchisee for the final month of service until the Franchisee has complied with all requirements of this Article.

ARTICLE 5. RESIDENTIAL COLLECTION SERVICE

5.1 Service Requests

Residential Users shall initiate, terminate or change service by contacting the Town. The Franchisee will not initiate, terminate or change service to the customer without written notification from the Town. The Town will transmit, in a form developed by the Town, routine service requests to the Franchisee's supervisor on a daily basis. Service shall start, terminate, or change on the next scheduled collection day from the date notified by the Town.

5.2 Residential Solid Waste Collection

The Franchisee shall collect all Solid Waste from Residential Users placed for collection in accordance with the specifications herein. Solid Waste shall be placed in Franchisee-provided Garbage Carts. The quantity of material placed for collection is unlimited. Except as provided for in Articles 5.7 and 5.8, Garbage Carts shall be placed within five (5) feet of the Curb, and shall have unobstructed access from the street.

5.2.1 Solid Waste shall be collected twice per week, on Monday and Thursday unless otherwise approved by the Director, in Franchisee-provided and maintained Garbage Carts.

5.2.2 The Town reserves the right to modify the level of service such that Solid Waste shall be collected once per week, on Monday or Thursday unless otherwise approved by the Director, in Franchisee-provided and maintained Garbage Carts, at the rates established in Exhibit A, adjusted pursuant to Exhibit D.

5.3 Residential Yard Trash Collection

The Franchisee shall collect Yard Trash from Residential Users, once per week on Wednesday unless otherwise approved by the Director, which is placed for collection in accordance with the specifications herein. Yard Trash may be bagged, bundled or containerized. Bundles shall not exceed a maximum length of four (4) feet, or a weight of forty (40) pounds, and must be tied with a material strong enough to support the weight of the bundle. Grass clippings, leaves and other loose vegetative materials are to be placed in bags or containers not to exceed forty (40) pounds in weight. All Yard Trash shall be placed within five (5) feet of the Curb, and shall have unobstructed access from the street.

5.4 Residential Recyclables Collection

5.4.1 The Franchisee shall collect all Program Recyclables in a Single Stream from Residential Users, once per week on Monday unless otherwise approved by the Director, which are placed for collection in accordance with the specifications herein. Prior to the distribution of Recycling Carts, Program Recyclables shall be placed in Franchisee-provided and maintained Recycling

Bins. Thereafter, Program Recyclables shall be placed in Franchisee-provided and maintained Recycling Carts. Except as provided for in Articles 5.7 and 5.8, Recycling Containers shall be placed within five (5) feet of the Curb, and shall have unobstructed access from the street. .

5.4.2 Upon agreement between the Town and the Franchisee, the Town may add or delete the types of items included as Program Recyclables. The addition of items shall be at no additional cost to the Town unless the Franchisee can document to the satisfaction of the Town that the addition of such items substantially impacts the cost of providing Residential Collection Service.

5.5 Residential Bulk Waste Collection

The Franchisee shall collect Bulk Waste from Residential Users as part of regular Residential Collection Service, on an on-call basis. Upon request for collection of Bulk Waste from a Residential User, the Franchisee shall provide the Residential User a date for collection of the Bulk Waste within seven (7) days of request. All Bulk Waste shall be placed within five (5) feet of the Curb, and shall have unobstructed access from the street. This service does not apply to collection of large quantities of junk and/or Bulk Waste from Residential Users associated with clean outs, vacancies, or other similar events.

5.6 Hours and Holidays

5.6.1 Residential Collection Service shall be provided between the hours of 7:00 a.m. and 6:00 p.m., with the exception of Bay Isles, at which collection shall not commence prior to 8:00 a.m. Any variation must be previously approved by the Director.

5.6.2 The Franchisee shall not provide Residential Collection Service or be required to maintain office hours on Holidays. In the event a Residential User's normal collection day falls on a Holiday, collections shall be provided on the next day.

5.7 Door-side Collection

5.7.1 Medical Door-Side Service: The Franchisee shall provide door-side service to Residential Users that for health reasons cannot transport their Solid Waste or Recyclables to the curb. The need for this service will be determined by the Town. The Town shall notify the Franchisee of any Residential Users requiring door-side collection. No additional monies shall be due to the Franchisee for medical door-side service.

5.7.2 Non-Medical Door-Side Service: The Franchisee shall provide door-side service to Residential Users upon request at the rates specified in Exhibit A. Residential Users shall make any such requests to the Town. The Town shall notify the Franchisee of any customers requiring non-medical door-side collection. The Franchisee is responsible for collecting additional service fees associated with non-medical door-side service. These rates shall be adjusted annually as specified in Section A of Exhibit D.

5.8 In-Ground Container Collection

The Franchisee shall, at no additional cost to the Town or Residential Users, provide collection for in-ground containers from the Spanish Main Yacht Club, Inc., located at 5700 Gulf of Mexico Drive, Longboat Key, FL 34228, at.

ARTICLE 6. MULTIFAMILY COLLECTION SERVICE

6.1 Service Requests

Multifamily Users shall initiate, terminate or change service by contacting the Franchisee. Service shall start, terminate or change on the next scheduled collection day from the date requested by the Multifamily User.

6.2 Multifamily Solid Waste Collection

6.2.1 The Franchisee shall collect Solid Waste generated by Multifamily Users and placed in either: (a) Franchisee-provided and maintained Containers, or (b) customer-provided, Franchisee-approved Containers. Containers shall be kept tightly covered at all times except when uncovered for the purposes of collection.

6.2.2 The multifamily property owner/manager and Franchisee shall mutually agree on the types, number, size, placement, and collection frequency of Garbage Carts or Containers. Where mutual agreement is not reached, the Director shall determine the types, number, size, placement, and collection frequency of Garbage Carts or Containers.

6.2.3 Multifamily Users shall separate Yard Trash from other Solid Waste. Collection of Yard Trash generated by Multifamily Users is not a service provided exclusively by the Franchisee; however, the Franchisee may be requested by the Multifamily User to provide such service in accordance with the mandatory recycling requirements specified by Town Ordinance. The fee for such service shall be negotiated between the Multifamily User and the Franchisee outside of this Agreement.

6.3 Multifamily Recyclables Collection

6.3.1 The Franchisee shall collect Program Recyclables from participating Multifamily Users placed for collection in accordance with the specifications herein. Program Recyclables shall be placed in the appropriate Franchisee-provided and maintained Recycling Container(s). Containers shall be kept tightly covered at all times except when uncovered for the purposes of collection.

6.3.2 If the Franchisee determines a Container of Multifamily Recyclables contains an excessive amount of Rejects, the Franchisee shall inform the multifamily property owner/manager and the Director. Collection of all Multifamily Recyclables shall occur on the day scheduled or shall be considered a legitimate complaint, however, the Franchisee may charge Solid Waste service rates for collection of said contaminated Multifamily Recyclables.

6.3.3 Participation of Multifamily Users shall be mutually agreed upon by the multifamily property owner/manager and Franchisee. The Franchisee shall provide service as requested by the Multifamily User. Service shall start, terminate or change on the next scheduled collection day from the date requested by the Multifamily User.

6.3.4 The multifamily property owner/manager and Franchisee shall mutually agree on the types, number, and placement of Recycling Carts or Containers. Where mutual agreement is not reached, the Director shall determine the types, number, and placement of Recycling Carts or Containers. The Town reserves the right, at its sole discretion, to revise the Container number, size and/or frequency of collection for an individual Multifamily User.

6.3.5 Upon agreement between the Town and the Franchisee, the Town may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the Town unless the Franchisee can document to the satisfaction of the Town that the addition of such items substantially impacts the cost of providing Multifamily Collection Service.

6.4 Hours and Holidays

6.4.1 Multifamily Collection Service shall be provided between the hours of 7:00 a.m. and 6:00 p.m., with the exception of Bay Isles, at which collection shall not commence prior to 8:00 a.m. Any variation must be previously approved by the Director.

6.4.2 The Franchisee shall not be required to provide Multifamily Collection Service or be required to maintain office hours on Holidays. In the event Multifamily Collection Service falls on a Holiday, collections shall be provided the next day.

ARTICLE 7. COMMERCIAL COLLECTION SERVICE

7.1 Service Requests

Commercial Users shall request initiate, terminate or change service by contacting the Franchisee. Service shall start, terminate or change on the next scheduled collection day from the date requested by the Commercial User.

7.2 Commercial Solid Waste Collection

7.2.1 The Franchisee shall collect Solid Waste that is generated by Commercial Users and placed in either: (a) Franchisee-provided and maintained Containers, or (b) customer-provided, Franchisee-approved Containers. Containers shall be kept tightly covered at all times except when uncovered for the purposes of collection.

7.2.2 The Commercial User and Franchisee shall mutually agree on the types, number, size, placement, and collection frequency of Containers. Where mutual agreement is not reached, the Director shall determine the types, number, size, placement, and collection frequency of Containers.

7.2.3 Commercial Users shall separate Yard Trash from other Solid Waste. Collection of Yard Trash generated by Commercial Users is not a service provided exclusively by the Franchisee; however, the Franchisee may be requested by the Commercial User to provide such service in accordance with the mandatory recycling requirements specified by Town Ordinance. The fee for such service shall be negotiated between the Commercial User and the Franchisee outside of this Agreement.

7.3 Commercial Recyclables Collection

7.3.1 Collection of Recyclables from Commercial Users (Commercial Recyclables) is not a service provided exclusively by the Franchisee; however, the Franchisee shall provide collection of Commercial Recyclables to any Commercial User upon request. The types of Recyclables collected shall, at a minimum, include the same types of Recyclables designated as Program Recyclables.

7.3.2 The manner and frequency of Commercial Recyclables collection shall be negotiated between the Commercial User and the Franchisee.

7.3.3 The rate charged by the Franchisee for collection of Commercial Recyclables shall not exceed the collection fee portion of the rate charged for servicing a Solid Waste Container of equal size and frequency.

7.4 Hours and Holidays

7.4.1 Commercial Collection Service shall be provided between the hours of 7:00 a.m. and 6:00 p.m., with the exception of Bay Isles, at which collection shall not commence prior to 8:00 a.m. Any variation must be previously approved by the Director.

7.4.2 The Franchisee shall not be required to provide Commercial Collection Service or be required to maintain office hours on Holidays. In the event Commercial Collection Service falls on a Holiday, collections shall be provided the next day.

ARTICLE 8. ADDITIONAL COLLECTION SERVICES

8.1 Town Facilities and Public Area Collection Services

8.1.1 The Franchisee shall provide, at no cost to the Town, collection of Solid Waste and Program Recyclables from Town facilities and public areas designated in Exhibit B. The Town reserves the right to modify, within reason, the number of facilities and the level of service provided during the term of the Agreement.

8.1.2 The Franchisee shall, at no cost to the Town, provide, service, and maintain in proper working order two (2) solar compactors for use at Town facilities or public areas as designated by the Town. Solar compactors shall be provided prior to February 28, 2015.

8.2 E-Waste/HHW Collection Events

At no cost to the Town, the Franchisee shall provide three (3) E-Waste/HHW collection events per Agreement Year_throughout the first three (3) Agreement Years. Thereafter, the Town and the Franchisee shall agree to the number of events to be held per Agreement Year, not less than one (1), at no cost to the Town. Event dates, hours, and location are subject to approval by the Town. The Franchisee shall be responsible for providing sufficient qualified and trained staff to accept and properly manage materials delivered. The Franchisee shall be responsible for transport, processing, and disposal of all materials collected at E-waste/HHW collection events in accordance with Applicable Law.

ARTICLE 9. PROCESSING SERVICES

9.1 Program Recyclables

The Franchisee shall be responsible for the transport, processing, and marketing, of Recyclables collected pursuant to this Agreement in accordance with all State and Federal laws and regulations. All Recyclables must be processed at a legally permitted and licensed facility to process such materials. The Franchisee shall not dispose of or landfill any Recyclables or deliver such Recyclables to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects or Residue.

9.2 Yard Trash

The Franchisee shall be responsible for the transport and processing of Yard Trash collected pursuant to this Agreement. Yard Trash shall be processed for beneficial reuse in accordance with Town Ordinance, including, but not limited to, composting or mulching. The Franchisee shall not dispose of any Yard Trash or deliver Yard Trash to another agent that disposes of materials other than through beneficial reuse as specified herein.

ARTICLE 10. CONTAINERS

10.1 Residential Containers

10.1.1 Garbage Cart Distribution: In accordance with the transition plan, the Franchisee shall provide and/or ensure each Residential User has at least one (1) 96-gallon Garbage Cart in proper working order that meets the specifications outlined in Exhibit D. All markings and labels on the Garbage Cart must be approved by the Director. Residential Users with more than one (1) Garbage Cart at the Commencement Date may retain additional Garbage Carts at no cost to the Residential User or Town. Distribution of any new or replacement Garbage Carts shall include information approved by the Director including, but not limited to, educational materials as specified by Article 14. Information provided with Garbage Carts must include the Residential User's setout guidelines, rates, regulations, complaint procedures, and the days of collection. Production costs for information provided with Garbage Carts shall be borne by the Franchisee.

10.1.2 Additional Garbage Carts: After initial distribution, upon request by the Director, the Franchisee shall supply additional Garbage Carts to Residential Users for a one-time fee of sixty dollars ($60.00) per Garbage Cart. The Franchisee shall deliver all Garbage Carts as requested by the Town within five (5) work days of notification by the Town. The Franchisee shall be responsible for the collection of fees from Residential Users for additional Garbage Carts.

10.1.3 Garbage Cart Exchange: Upon request by the Director, the Franchisee shall replace a Residential Users' 96-gallon Garbage Cart with a 64-gallon or 32-gallon Garbage Cart. The Franchisee shall provide one (1) Garbage Cart exchange per Agreement Year per Residential User at no additional charge to the Residential User or the Town. For each additional

exchange per Residential User per Agreement Year, the Franchisee may charge the Residential User a thirty dollar ($30.00) fee. The Franchisee shall deliver all Garbage Carts as requested by the Town within five (5) work days of notification by the Town. The Franchisee shall be responsible for the collection of fees from Residential Users for Cart exchanges.

10.1.4 Residential Recycling Cart Distribution: In accordance with the Transition Plan, the Franchisee shall provide each Residential User with one (1)64-gallon Recycling Cart that meet the specifications outlined in Exhibit D within ninety (90) days of the Commencement Date. The time period may be extended for an additional sixty (60) days if manufacturing delays occur. All markings and labels on the Recycling Containers must be approved by the Director. The initial distribution of Recycling Carts, distribution to any new Residential User, or replacement of any Recycling Cart(s) shall include information approved by the Director, including, but not limited to, educational materials as specified by Article 14. Information provided with Containers must include the customer's set out guidelines, rates, regulations, complaint procedures, and the days of collection. Production costs for information provided with Containers shall be borne by the Franchisee.

10.1.5 Additional Recycling Carts:

a. Upon request by the Director, the Franchisee shall supply additional Recycling Carts to Residential Users at no cost to the Residential User or Town. The Franchisee shall deliver all Recycling Carts as requested by the Town within five (5) work days of notification by the Town.

b. Upon request, the Franchisee shall provide and maintain a supply of Recycling Carts to the Public Works Building located at 600 General Harris St., Longboat Key, FL 34228.

10.1.6 Asset Management: The Franchisee shall maintain and make available to the Director an asset database of all Garbage Carts, within ninety (90) days of the Commencement Date, and Recycling Carts within one week of initial distribution. The database shall include serial number, size, user identification including address, and any other information as requested by the Director. The Franchisee will be responsible for tracking, through the asset database, the movement of all Garbage and Recycling Carts including deliveries, removals, repairs, warranty recovery, and other information necessary to manage cart assets subject to the approval of the Director. All database adjustments shall be made within forty-eight (48) hours of physical inventory exchange. The Franchisee shall include a summary of deliveries, removals, repairs, warranty recovery, and other information necessary as requested by the Director in monthly reports as specified in Article 13.2.2.

10.2 Multifamily and Commercial Containers

10.2.1 In accordance with the transition plan, the Franchisee shall provide or ensure Multifamily Users and Commercial Users have the agreed upon types and quantities of Containers.

10.2.2 The Franchisee shall exchange Container types or sizes for Multifamily and Commercial Users as requested. The Franchisee shall provide Containers to new Multifamily and Commercial Users within five (5) work days of notification by the Multifamily or Commercial User.

10.2.3 All dumpsters and compactors shall be painted, have the Franchisee's name displayed, and be maintained in accordance with general industry standards. Any non-conforming Container, as determined by the Director, shall be replaced within five (5) work days of notification.

10.2.4 Commercial Garbage Carts and Recycling Carts shall meet the specifications in Exhibit C.

10.2.5 The Franchisee shall maintain Commercial and Multifamily Containers so they are free from offensive odors. The Town reserves the right to request deodorizing, wash-outs, or container switch-outs as needed.

10.3 Container Repair and Replacement

10.3.1 The Franchisee shall purchase and maintain an adequate inventory of Garbage Carts, Recycling Carts, Multifamily and Commercial Containers, and parts to provide the services described herein. Maintenance of all Containers, including Recycling Bins prior to the distribution of Recycling Carts, is solely the Franchisee's responsibility.

10.3.2 The Franchisee shall repair or replace any Container in need of such repair or replacement within five (5) work days of notification. All repair or replacement costs shall be borne by the Franchisee. All final decisions regarding the condition or replacement of Containers will be made by the Director. The Franchisee shall report monthly to the Director the services performed and date completed. Such report shall be submitted electronically in a format developed by the Franchisee and approved by the Director, as described in Article 13.2.2.

10.3.3 Ownership of Containers. Ownership of all Containers provided by the Franchisee shall rest with the Franchisee at all times.

ARTICLE 11. GENERAL SERVICE REQUIREMENTS

11.1 Permits and Licenses

The Franchisee, at its sole cost and expense, shall maintain throughout the term of this Agreement all permits, licenses, and approvals necessary or required under applicable local, state and federal laws for the Franchisee to perform the work and services described herein.

11.2 Designated Facility

11.2.1 The Franchisee shall deliver all Solid Waste collected pursuant to this Agreement to Manatee County's Lena Road Landfill (Designated Facility) located at 3333 Lena Rd, Bradenton, FL 34211 unless otherwise approved by the Director in writing.

11.2.2 The Town reserves the right to change the Designated Facility during the term of the Agreement. Should the Town do so, collection rates may be adjusted according to the average change in distance driven by the Franchisee.

11.3 Collection Schedules

11.3.1 Within thirty days (30) days of the Commencement Date, the Franchisee shall submit to the Director collection route schedules that provide each route name/number, the type of collection service provided, scheduled collection days, approximate number of customers on the route, vehicle/equipment, and number of personnel assigned to the route. The schedule also shall include a legible map depicting the routes. Any changes to the schedule must be approved in advance in writing by the Director.

11.3.2 Within thirty days (30) days of the Commencement Date, the Franchise shall submit to the Director a holiday pickup schedule for September 1, 2014 (Labor Day) in electronic format approved by the Director. For all Holidays thereafter, the Franchisee shall provide the Director a holiday pickup schedule in an electronic and hardcopy format approved by the Director at least sixty (60) days prior to a Holiday. Franchisee shall provide notification of changes in collection schedules due to Holidays via an advertisement no less than one quarter (1/4) page in size in at least two (2) local papers selected by the Town. All advertisements, including choice of publication, are subject to prior approval of the Director. Advertisements shall run no less than one (1) week prior to and no more than two (2) weeks prior to each Holiday.

11.3.3 Franchisee shall make changes in collection schedules or route orders only upon prior notification and written approval by the Director. The Franchisee, at its expense, shall notify all affected Residential Users, in writing, of any approved schedule change at least ten (10) business days prior to the change. Notifications shall be approved in advance by the Director.

11.3.4 The Town reserves the right to deny the Franchisee's vehicles access to certain streets, alleys and public rights-of-way where it is in the best interest of the general public to do so due to conditions of the streets or bridges. The Franchisee shall not interrupt the regular schedule or quality of service because of such street closures.

11.3.5 Franchisee is aware of the fact that seasonally the quantity of Yard Trash to be collected is materially increased. The Franchisee agrees that this additional workload will not be considered as adequate justification for failure of the Franchisee to maintain the required collection schedules and routes.

11.4 Schedule Variance

11.4.1 In the event of a hurricane, tornado, major storm, natural disaster, or other such event, resulting in the temporary closure of the Designated Facility, the Director may grant the Franchisee a variance from regular routes and schedules upon request by the Franchisee. However, Franchisee shall resume regular Collection Service upon re-opening of the Designated Facility. As soon as practicable after such event, the Franchisee shall advise the Director when it is anticipated that normal routes and schedules can be resumed. The Franchisee shall coordinate with the Town to inform all Residential, Multifamily, and Commercial Users of any change in schedule as soon as possible after variance has been granted.

11.4.2 The Town has a separate contract for disaster debris management service. However, the Town may request the Franchisee to collect disaster debris within the Town, or within an area specified by the Town, at a service rate mutually agreed upon by the Town and the Franchisee. Upon agreement by the Franchisee and written authorization by the Director, the Franchisee shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the Town.

11.4.3 Nothing herein shall require the Town to utilize the services of the Franchisee to collect disaster debris, or to prevent the Town from contracting with other parties to perform all or a portion of such work.

11.5 Manner of Collection

The Franchisee shall provide all Collection Services with as little noise and disturbance as possible and shall leave any Container at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks, or mail boxes. Garbage Carts and Recycling Carts shall be handled carefully, shall be thoroughly emptied and returned to the curb, edge of the road or corner of the driveway with the lid closed. Care shall be taken to prevent damage to property, including but not limited to, flowers, shrubs, and other plantings, as well as curbs, gutters, and storm water inlet covers. Franchisee's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

11.6 Litter and Spillage

11.6.1 Franchisee shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of materials during collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped materials. Franchisee shall transport all materials collected pursuant to this Agreement in such a manner as to prevent the spilling or blowing from the Franchisee's vehicles.

11.6.2 Equipment oil, spilled paint, or any other liquid or debris resulting from the Franchisee's operations or equipment repair shall be covered immediately with an absorptive material and removed from the street or other surface. When necessary, Franchisee shall apply a suitable cleaning agent to the street surface to provide adequate cleaning or remove contaminated surface soil or material and promptly replace with clean soil or surface material. All spills must be cleaned up to the satisfaction of the Director

Note: All terms and conditions are subject to approval by the Town Commission.

11.7 Mixing of Loads or Materials

11.7.1 Franchisee shall collect Solid Waste, Yard Trash, Recyclables, and Bulk Waste generated in the Town separate from any materials generated in another jurisdiction.

11.7.2 Franchisee shall collect Solid Waste or any materials to be delivered to the Manatee County Landfill generated in Sarasota County and Manatee County separate from each other.

11.7.3 Franchisee shall collect Solid Waste generated by Residential Users separate from that generated by Multifamily and Commercial Users.

11.7.4 Franchisee shall collect Program Recyclables generated by Residential Users and Multifamily Users separate from Commercial Recyclables. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables.

11.7.5 Franchisee shall collect Solid Waste, Yard Trash, and Recyclables separate from each other, and shall not combine loads of different material types. Franchisee shall be responsible for all disposal costs associated with loads of mixed materials as specified herein.

11.8 Non-Collection Procedures

In the event Solid Waste, Recyclable Materials, Yard Trash, or Bulk Waste is not placed at the Curb or in Containers in accordance with the requirements of this Agreement, the Franchisee may choose not to collect such material and shall affix a non-collection notice to the Container or waste explaining why collection was not made. The design and content of all non-collection notices must be approved by the Director. The cost of printing and delivery of said notices shall be paid for by the Franchisee.

11.9 Hazardous or Biohazardous Waste

If Hazardous or Biomedical Waste is detected prior to collection, the Franchisee shall follow the non-collection procedures as stated in Article 11.8. If Hazardous or Biomedical Waste is detected after delivery to the Designated Facility, and the Designated Facility can reasonably demonstrate and document these materials were delivered by the Franchisee, the Franchisee shall be responsible for disposal. If the Franchisee can reasonably demonstrate and document the source/generator of the materials, subject to the approval of the Director, said materials may be returned to the generator.

11.10 Supervisor, Employees

11.10.1 Supervisor: Franchisee shall assign a competent, qualified route supervisor to be in charge of all Collection Services and all collection personnel working within the limits of the Town. The route supervisor shall be available to the Town via phone or similar device, provided by the Franchisee during all collection days and hours. The Franchisee shall provide the name of the route supervisor in writing to the Director any time the person in that position changes.

11.10.2 Employees: Franchisee shall employ and assign sufficient, qualified personnel to perform all services set forth herein. Franchisee shall assign sufficient personnel, to assure performance satisfactory to the Town. Franchisee shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

11.11 Collection Equipment

11.11.1 Franchisee shall provide and maintain sufficient equipment, in proper operating condition throughout the duration of the Agreement, subject to approval and inspection by the Director. No frontline collection vehicle shall be older than three (3) years at the start of this Agreement. No frontline vehicle shall be older than ten (10) years of age throughout the duration of the Agreement, and no reserve vehicle shall be older than twelve (12) years of age throughout the duration of the Agreement.

11.11.2 Collection vehicles shall be of a type sufficient to efficiently collect all Solid Waste, Bulk Waste, Yard Waste, and Recyclables covered by this Agreement, and transport such materials in a

manner such that no collected materials can be blown out of or fall from the vehicle during transport.

11.11.3 All Collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. Failure to keep a truck in good operable condition and acceptable appearance shall cause the exclusion of that truck from the performance of Collection Services pursuant to this Agreement.

11.11.4 Vehicles shall be painted uniformly, with the Franchisee's name and telephone number printed in letters not less than three inches (3") on each side of the vehicle. Vehicles shall be numbered with numbers not less than three inches (3") high on each side of the vehicle. Franchisee shall keep a record of the vehicle to which each number is assigned. Vehicles shall be maintained in a clean and appealing manner, as determined by the Director.

11.11.5 Solid Waste vehicles shall at all times plainly and visibly demarcate the county in which it collects Solid Waste. Demarcation may be temporary or transferrable, as with placards or magnets, subject to the approval of the Director.

ARTICLE 12. COMPLAINTS AND PROPERTY DAMAGE

12.1 Complaints

Franchisee will maintain a written record of all complaints. The following information will be recorded for each complaint: date and time of call; name, address, and telephone number of person calling; nature of the complaint; and disposition of such complaint. Complaints, including missed pickups, received before 12:00 p.m. shall be resolved before 7:00 p.m. on the same day, complaints received after 12:00 p.m. shall be resolved by 12:00 p.m. on the following day. Franchisee shall summarize all complaints that were not resolved in the manner set forth herein for inclusion in the daily report specified in Article 13.2.1, including the name, address, and telephone number of the complainant; date of occurrence; nature of occurrence; and the status of the disposition of the complaint.

12.2 Property Damage

12.2.1 Franchisee shall notify the Director of any damage to public or private property during the provision of Collection Services immediately. Franchisee shall be responsible for the prompt repair or replacement, if repair is not adequate, of any damage to public or private property during the provision of Collection Services, within a three (3) day period. Upon the request of the Franchisee, the Director may grant a time extension. Proof of the need for an extension shall be submitted by the Franchisee.

12.2.2 As specified in Article 13.2.2, Franchisee shall provide the Director with a full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the Franchisee during the previous month. The report shall include the name, address, and phone number of the complainant, date of occurrence, nature of occurrence and the status of the disposition of the complaint. Franchisee shall continue to include information on such a complaint in weekly reports until resolved.

ARTICLE 13. RECORD KEEPING AND REPORTING

13.1 Record Keeping

Pursuant to applicable Florida law, the Contractor's records associated with this Contract may be subject to Florida's public records laws, Florida Statutes, 119.01, et. seq., as amended from time to time. Contractor shall comply with all public records laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Town at the conclusion of the Contract, as provided for in Section 119.0701, Florida Statutes.

13.2 Reporting

13.2.1 Daily Reports. Prior to the end of each work day during the term of the Agreement, Franchisee shall electronically submit a report to the Director, in a format approved by the Director, which provides the information below. If no such events occur, the Franchisee shall state so in its report.

a. Unresolved User complaints as specified in Article 12.1.

b. Notification of any property damage as specified in Article 12.2.2.

c. Interruption of service to Commercial Users or Multifamily Users as specified in Article 15.1.3.

13.2.2 Monthly Reports. Prior to the fifteenth (15th) of each month during the term of the Agreement, Franchisee shall electronically submit a report to the Director in a format approved by the Director that includes the following information:

a. Tonnage of Solid Waste, Bulk Waste, and Yard Trash, collected from Residential Users during the previous month, each reported separately by county, along with any other documentation requested by the Director.

b. Tonnage of Program Recyclables collected from Residential Users, Multifamily Users, Town facilities, and public areas during the previous month, along with any other documentation requested by the Director.

c. Tonnage of Solid Waste collected from Commercial Users separated by county during the previous month, along with any other documentation requested by the Director.

d. Tonnage of Commercial Recyclables collected during the previous month, along with any other documentation requested by the Director.

e. Tonnage of E-Waste and HHW collected at collection events, if any, during the previous month, as specified in Article 8.2, along with any other documentation requested by the Director.

f. A list of Commercial Users and Multifamily Users provided service during the previous month, including name, address, number of containers, and frequency of service. The list shall be separated by Customer type and county (Manatee or Sarasota), along with any other documentation requested by the Director.

g. Summary of all Garbage and Recycling Cart deliveries, removals, repairs, and warranty recovery during the previous month, and other information necessary as requested by the Director pertaining to asset management as specified in Article 10.1.6.

h. Full explanation of the disposition of any complaint involving a claim of damage to public or private property as a result of actions of the Franchisee during the previous month as specified in Article 12.2.2. Franchisee shall continue to include information on such a complaint until resolved. If no such event occurs, the Franchisee so shall state.

i. Residential and Multifamily recycling participation rates during the previous month, including, but not limited to, setout information for Solid Waste and Recyclables.

13.2.3 Quarterly Reports. Within twenty-five (25) calendar days after the end of each Fiscal Quarter, the Franchisee shall submit electronically in a format approved by the Director a report detailing calculation of revenue due the Town for Program Recyclables as described in Article 15.4 and Exhibit E.

13.2.4 Annual Reports. No more than thirty (30) days after the conclusion of an Agreement Year, the Franchisee shall electronically submit a report to the Director, in a format approved by the Director an annual summary of all information specified in Articles 13.2.2 and 13.2.3, 15.3 (Franchise Fees), and 15.4 (Recycling Revenue) for the most recently concluded Agreement Year.

Note: All terms and conditions are subject to approval by the Town Commission.

ARTICLE 14. EDUCATION

14.1 Annual Brochure

Prior to the Commencement Date and at least once per Agreement Year, Franchisee shall provide each Residential, Multifamily, and Commercial User with an informational brochure summarizing the obligations of the user and the Franchisee regarding Solid Waste, Recyclables, Yard Waste, and Bulk Waste collection. The brochure shall include complaint procedures, set out procedures, accepted materials, regulations, and the days of collection and Holidays collection schedules. For Commercial Users, brochures shall include current service rates as established by this Agreement. The brochure must be approved by the Director prior to distribution. Franchisee shall be responsible for all costs of producing and distributing the brochure. Franchisee shall at no time distribute any promotional or educational materials to residents or businesses without previous approval of the Director.

14.2 Seasonal Renter Education

Upon request by the Town, the Franchisee will provide single-family and Multifamily rental properties as specified by the Town with the following:

14.2.1 Informational brochures summarizing the obligations of renters and the Franchisee regarding collection of Single Stream Recyclables. The brochure shall include accepted materials, set out procedures, and days of collection. The brochure must be approved by the Director prior to distribution. Franchisee shall be responsible for all costs of producing and distributing the brochure.

14.2.2 Signage clearly denoting Recyclables Container(s) and acceptable materials. Signage design must be approved by the Director prior to distribution. Franchisee shall be responsible for all costs of producing and distributing signage.

ARTICLE 15. COMPENSATION AND PAYMENT

15.1 Billing and Payment

15.1.1 The Town will collect payment for Collection Service, including disposal fees, from all Residential Users. The Town will collect recycling fees on a per unit basis from all Multifamily Users. An account of the number of Residential Users and Multifamily Users will be taken each month and used to determine the amount due the Franchisee. The Town will remit payment to the Franchisee for the prior month's service by the thirtieth (30th) calendar day of the following service month. Any and all billing discrepancies shall be corrected in favor of the Town. The Franchisee is responsible for payment of all disposal fees to the Designated Facility.

15.1.2 The Franchisee shall invoice and collect payment for Collection Services from all Commercial Users, including disposal fees, on a monthly basis. The Franchisee shall invoice and collect payment for Collection Services exclusive of monthly recycling fees from all Multifamily Users, including disposal fees, on a monthly basis. The Franchisee is responsible for payment of all disposal fees to the Designated Facility.

15.1.3 The Franchisee may discontinue service to Commercial Users or Multifamily Users upon non-payment for two (2) consecutive months. The Franchisee shall notify the Director upon interruption of service to any Commercial User of Multifamily User due to non-payment.

15.2 Service Rates

15.2.1 The service rates charged for Collection Service during the first year of the Agreement shall be as provided in Exhibit A, which rates are inclusive of a two percent (2%) Franchise Fee on all Commercial and Multifamily Collection Services. Collection Service rates are comprised of two components, the collection fee and the disposal fee.

15.2.2 The collection fee components and disposal fee components of the service rates shall be adjusted as specified in Exhibit D.

15.2.3 Service rates for processing of Yard Trash during the first year of the Agreement shall be as provided in Exhibit A, and shall be adjusted as specified in Exhibit D.

15.2.4 Change in Law adjustment. Franchisee may petition the Town for an additional rate adjustment resulting from a change in law. Franchisee's request shall contain sufficient proof and justification to support the need for the rate adjustment. The Town may request from the Franchisee such further information as may be reasonably necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the Town, the Director shall make a determination regarding the fairness of the request and shall make a recommendation to the Town Commission at a regular meeting. Rates adjusted due to change in law shall become effective the month following final approval by the Town Commission or when the law in question becomes effective, whichever is later.

15.3 Franchise Fee

Franchisee shall remit to the Town a two percent (2%) per year Franchise Fee on gross receipts collected on all Commercial and Multifamily Collection Services. Such portion shall not be deemed a portion of Franchisee's operating expenses and shall be remitted to the Town on a quarterly basis within twenty-five (25) calendar days after the end of each Fiscal Quarter. A late charge of one and one half percent (1.5%) of the sums due for the Franchise Fee shall be calculated monthly until payment is received. Franchisee shall provide annually a certification from its internal auditors certifying the accuracy of the gross receipts collected, the Franchise Fees paid, and the calculation of the Franchise Fees owed to the Town.

15.4 Recycling Revenue

The Franchisee shall remit payment to the Town quarterly for all Program Recyclables collected from Residential Users, Multifamily Users, and Town Facilities based on the inbound tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables. Payment shall be received by the Town within twenty-five (25) calendar days after the end of each Fiscal Quarter, with a report detailing monthly tonnage and revenue calculation in a format approved by the Director. Revenue payment per ton shall be calculated as specified in Exhibit E.

ARTICLE 16. PERFORMANCE

16.1 Notice of Interruption of Service

Whenever, for any reason, it appears to the Franchisee that interruption or stoppage of service is threatened or appears to be imminent, Franchisee shall immediately notify the Town Manager and the Director.

16.2 Supervision

16.2.1 Franchisee shall provide the Town Manager or Director with every reasonable opportunity to ascertain if work, as performed, is in accordance with the requirements of the Agreement. The Town Manager or Director may appoint qualified persons to inspect the Franchisee's operation and equipment at any reasonable time, and the Franchisee shall admit such persons to make such inspections at any reasonable time and place.

16.2.2 In the event that the Franchisee is unable to perform its duties and obligations hereunder for any reason other than Force Majeure as specified in Article 20, said non-performance shall be determined in the sole and absolute discretion of the Town Manager. The Town Manager shall notify the Franchisee in writing of such non-performance and immediately thereafter, within a period not to exceed three (3) calendar days from the receipt of said notice, Franchisee shall commence to cure said non-performance. If non-performance is a result of any work stoppage, strike or slow down taken by or on behalf of any employees of Franchisee without its consent, the Town, at its option, may make available to Franchisee personnel to

permit the continued operation of the collection and disposal of Solid Waste, Recyclables, Bulk Waste, and Yard Trash within the Town. Any and all costs, expenses, and disbursements incurred by the Town or any person, firm, association, or corporation designated by the Town as a result of the foregoing shall be chargeable against Franchisee for the period of time required to effectuate the purposes of this paragraph.

16.3 Town Manager as Arbitrator

To prevent misunderstanding and any litigation, the Town Manager shall decide any and all questions that may arise concerning the acceptability of services performed or the interpretation of the provisions of the Agreement. The Town Manager will determine whether or not the amount and quality of the work performed is satisfactory, which shall be final, conclusive, and binding upon both the Town and the Franchisee. The Town Manager shall make explanations as necessary relating to the provisions of the Agreement.

16.4 Enforcement

In the event either party needs to resort to litigation to enforce or construe the terms of this Agreement, including any action by the Town against the surety on the performance bond, then the prevailing party shall be entitled to recover all costs thereof, including reasonable attorney's fees and costs associated with trial and appellate level proceedings.

ARTICLE 17. LIQUIDATED DAMAGES

In the event the Franchisee fails to perform in accordance with the provisions of this Agreement, the Town may withhold from any monies due the Franchisee, not as a penalty but as liquidated damages for such breach of contract, the amounts defined herein for the failures provided herein.

a.	Failure to submit to the Town all reports, plans, or other documents in the time required under the provisions of this Agreement, unless otherwise approved by the Director. (Articles 4.1,11.3.1-2,13.2,14)	$50.00 per incident per day after due date
b.	Failure to deliver Containers within five (5) work days of notification as specified in Article 10.	$20.00 per incident
c.	Changing collection schedules or routes without proper notification as specified in Article 11.3.	$100.00 per incident per route
d.	Mixing of loads as specified in Article 11.7.	All disposal costs associated with each load of mixed materials
e.	More than 50 legitimate residential service complaints in a month. (Article 12)	$500 1st month, $2000 2nd consecutive month, and each consecutive month thereafter
f..	More than 20 legitimate commercial service complaints in a month. (Article 12)	$500 1st month, $2000 2nd consecutive month, and each consecutive month thereafter
g.	Failure to resolve a legitimate complaint within the time specified in Article 12.	$20.00 per incident per User per day
h.	Failure to repair damage to public or private property in the manner and timeframe specified in Article 12.2.	$50.00 per incident per day

The Director may assess liquidated damages pursuant to this Article 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 Franchisee in writing of the liquidated damages assessed and the basis for each assessment. In the event the Franchisee wishes to contest such monthly assessment, the Franchisee must do so within seven (7)

days of issuance of each assessment notification by requesting in writing a meeting with the Town Manager to resolve the issue. Following such meeting, the Town Manager shall notify the Franchisee in writing of any action taken with respect to Franchisee's claims. The Town Manager's decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

ARTICLE 18. PERFORMANCE BOND

On or before the Effective Date of this Agreement, Franchisee shall furnish a performance bond payable to the Town of Longboat Key in the amount of two hundred and fifty thousand dollars ($250,000.00), satisfactory to the Town to ensure continuity of collection and disposal service. Said bond shall be forfeited should the Franchisee:

a. Fail to comply with the terms of this Agreement; or

b. Take the benefit of any present or future insolvency status or make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of reorganization or the readjustment of indebtedness under the Federal bankruptcy laws or under any law or statute 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 Franchisee's property; or

c. By an order or decree of a court be adjudicated bankrupt; or

d. Have an order or decree of a court entered approving a petition filed by any of Franchisee's creditors seeking a reorganization or readjustment of Franchisee's indebtedness under the Federal Bankruptcy laws or any law or statute of the United States or any State thereof, provided however that if any such judgment or order is vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect.

ARTICLE 19. TERMINATION

19.1 Termination for Convenience

The Town may terminate this Agreement at any time by giving at least one hundred and twenty (120) days written notice to the Franchisee. Notwithstanding the foregoing, the Town may terminate this Agreement immediately upon any lapse in the insurance coverage to be retained by the Franchisee, or failure to fulfill any of the insurance requirements as provided in Article 22. In this event, the Franchisee shall be entitled to compensation for any satisfactory work completed prior to termination in accordance with this Agreement, and the Town is entitled to compensation for any Franchise Fees and Program Recyclables collected pursuant to this Agreement prior to termination as specified in Articles 15.3 and 15.4. Nothing herein shall prevent the Town from pursuing the performance bond as provided for in Article 18 of this Agreement.

19.2 Termination for Cause

19.2.1 In the event the Franchisee violates any of the terms and conditions of this Agreement, the Town Manager or Director shall notify Franchisee in writing of the nature of such default. Within three (3) calendar days following such notice:

a. Franchisee shall correct the default; or

b. In the event of a default not capable of being corrected within the aforementioned three (3) days, Franchisee shall commence correcting the default within three (3) calendar days of the Town's notification thereof, and thereafter correct the default with due diligence, but in no event shall the default continue for a greater period than sixty (60) calendar days.

19.2.2 If Franchisee fails to correct the default as provided above, the Town, without further notice, shall have all of the following rights and remedies which the Town may exercise single or in combination:

a. The right to declare that this Agreement together with all rights granted to Franchisee hereunder are terminated, effective upon such date as the Town shall design;

b. The right to license others to perform services otherwise to be performed by Franchisee, or to perform the services otherwise to be performed by Franchisee, or to perform such services itself;

c. The right to proceed to collect damages against the bond held by the Town and, should the resultant amount be insufficient, the right to proceed against the Franchisee for any remaining amounts due. Damages shall include the Town's attorney fees and costs in any litigation including any appeals; and

d. The right to collect any Franchise Fees and/or Recycling Revenue due the Town prior to termination of service.

19.2.3 If the Franchisee abandons the operation of the business for a period of more than ninety (90) calendar days, then the Town Commission may, at its option, revoke, cancel and/or terminate this Agreement immediately and without notice.

ARTICLE 20. FORCE MAJEURE

20.1 Meaning

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a force majeure occurrence. "Force Majeure" shall mean:

20.1.1 An act of God, including hurricanes, lightning, earthquakes, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, or civil disturbance;

20.1.2 The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of a third party for whom the party relying thereon is responsible; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

20.1.3 The failure to issue suspension, termination, interruption, denial, or failure of renewal of any permit or approval essential to the operation of the Franchisee;

20.1.4 A Change in Law. "Change in Law" means (I) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (II) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (I) or (II) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, County, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, State, or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax, shall be treated as a Change in Law.

20.1.5 The failure of any appropriate federal, State, County, or local public agency or private utility or similar entity having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, transportation or similar function

and power transmission lines which are required for and essential to the operation of the Landfill; and

20.1.6 The condemnation, taking, seizure, involuntary conversion, or requisition of title to or use of the designated facility or any material portion or part thereof taken by the action of any federal, State or local government agency or authorities.

20.2 Procedure

As a condition precedent to the right to claim excuse of performance because of Force Majeure, the party experiencing a Force Majeure event shall:

20.2.1 Promptly notify the other party verbally; and

20.2.2 As soon as practical, but in no event more than ten (10) days thereafter, prepare and deliver to the other party a written notice with a written description of the commencement of the Force Majeure event and its estimated duration and impact on the party's obligations under this Agreement.

20.2.3 Whenever a Force Majeure event shall occur, the parties shall, as quickly as possible, to the extent reasonable, eliminate the cause and resume performance under this Agreement. Additionally, either party shall provide prompt written notice to the other of the cessation of a Force Majeure event.

ARTICLE 21. INDEMNIFICATION

Franchisee does hereby indemnify and hold harmless the Town, its employees, officers, officials, directors, Franchisee and agents from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Franchisee and persons or entities employed or utilized by the Franchisee in the provision of services. The monetary limitation to the extent of this indemnification is two hundred and fifty thousand dollars ($250,000.00). Parties hereto expressly acknowledge and agree that the monetary limitation on the extent of the indemnification provided herein bears a reasonable commercial relationship to this Agreement and the services to be provided as specified herein.

In any and all claims against the Town its employees, officers, officials, contractors and agents, by any employee of the Franchisee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Franchisee or any subcontractor under Workers' compensation acts, disability benefit acts, or other employee benefit acts.

Franchisee shall and does hereby indemnify and hold harmless the Town and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses expenses (including attorney's fees) arising out of any infringement or patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

The indemnification contained in this Agreement shall survive expiration or early termination of this Agreement.

Nothing herein shall be construed as a waiver of the Town's sovereign immunity or other applicable protections afforded to municipalities under applicable Florida law.

ARTICLE 22. INSURANCE REQUIREMENTS

22.1 Liability Insurance

Franchisee shall at all times provide and keep in force, at its sole cost and expense, a comprehensive general public liability insurance policy and property damage insurance policy in a sum of at least five million dollars ($5,000,000.00) for each person with a total liability of at least five million dollars

($5,000,000.00) for each accident, indemnifying the Town and Franchisee as their interests may appear against public liability and property damage claims.

22.2 Worker's Compensation and Employer's Liability Insurance

Franchisee shall at all times provide and keep in force, at its sole cost and expense, a worker's applicable compensation insurance policy in a sum of at least one million dollars ($1,000,000.00) for each employee, including disease. The Franchisee shall also at all times, provide and keep in force, at its sole cost and expense, a employer's liability policy in a sum of at least one million dollars ($1,000,000.00) for each employee, disease, and disease aggregate.

22.3 Automobile Liability

Franchisee shall at all times provide and keep in force, at its sole cost and expense, automobile liability insurance, with coverage pertaining to ownership, maintenance, and use of all its owned, non-owned, leased or hired vehicles with limits of not less than two million dollars ($2,000,000.00) for bodily injury and property damage liability, with a combined single limit of two million dollars ($2,000,000.00) for each accident.

22.4 Procedure

22.4.1 All insurance required to be maintained by Franchisee shall be affected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to the Town. Within fifteen (15) calendar days after the Effective Date of this Agreement, Franchisee shall promptly deliver to the Town copies of the policies as specified above, and within fifteen (15) calendar days after the premium of each such policy shall become due and payable, such premium shall be paid by Franchisee and the Town shall be furnished with satisfactory evidence of such payment.

22.4.2 All policies of insurance required to be maintained by the Franchisee shall name the Franchisee and the Town as the insured as their respective interests may appear. All such policies shall, to the extent obtainable, contain an agreement by the Franchisee that such policies shall not be canceled without at least ten (10) calendar days prior written notice to the Town.

22.4.3 At the request of the Director or Town Manager, Franchisee shall furnish the Town with an appropriate certificate or certificates from the insurance carrier(s) showing such insurance to be in full force at all times.

ARTICLE 23. NOTICE

23.1 Town's Representative.

The Town's representative for purposes of this Agreement shall be the Director of Public Works (Director).

23.2 Notice

All notices required or contemplated by this Agreement shall be personally served, mailed, postage prepaid and return receipt requested, or faxed, addressed to the parties as follows:

To Town: Dave Bullock
Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

With copies to:	Maggie Mooney-Portale Town Attorney Persson & Cohen, P.A. 6853 Energy Court Lakewood Ranch, FL 34240	Juan Florensa Public Works Director Town of Longboat Key 600 General Harris St. Longboat Key, FL 34228
To Franchisee:	_____ _____ _____ _____ _____	
With copies to:	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____

ARTICLE 24. OTHER TERMS AND CONDITIONS

24.1 Reservation of Rights

The Town hereby expressly reserves the right to amend this Agreement, which may be necessary or proper to secure and protect the health, safety, moral, general welfare and accommodation of the public including, but not limited to, amendments related to rates, and to protect the public from danger and inconvenience in the management and operations of Solid Waste services business, and to provide such service as is contemplated by this Agreement.

24.2 Independent Contractor

Franchisee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town. Franchisee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the Town and the Franchisee. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Town, and no such person shall be entitled to any benefits available or granted to employees of the Town.

24.3 Agreement Documents

24.3.1 The documents which comprise the entire Agreement between Town and Franchisee concerning the scope and nature of the services and its performance, consist of the following which are incorporated fully herein by reference:

a. This Agreement, including all exhibits and amendments hereto;

b. RFP 14-004 including attachments, exhibits, and the Franchisee's proposal;

c. Certificates of insurance, with endorsements, and any notices issued hereunder.

24.3.2 In the event of conflict between the provisions of this Agreement and the Submittals, the provisions of this Agreement shall prevail.

24.4 Compliance with Laws and Regulations

Franchisee agrees that, in performance of the work and services under this Agreement, the Franchisee will qualify under and comply with any and all federal, state and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to Franchisee, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

Trish Granger

From: Gresham, Bill [bgresham@wm.com]
Sent: Wednesday, August 06, 2014 1:57 PM
To: Juan Florensa; White, Jason
Cc: Trish Granger
Subject: RE: 14-004 Solid Waste agreement

Please see requested information below. Have a great day!

CONTRACTOR:

Tim Hawkins, President
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, Florida 33073

COPY TO:

Ronald Kaplan, Senior Counsel
Waste Management Inc. of Florida
2700 Wiles Road
Pompano Beach, Florida 33073

-----Original Message-----
From: Juan Florensa [mailto:jflorensa@longboatkey.org]
Sent: Wednesday, August 06, 2014 12:50 PM
To: White, Jason; Gresham, Bill
Cc: Trish Granger
Subject: FW: 14-004 Solid Waste agreement

Jason/Bill:
Could you please provide the information needed for this?
See attachment.

Juan J. Florensa
Public Works Director
Town of Longboat Key
600 General Harris St.
Longboat Key, FL 34228-1412
941-316-1958 ext. 228
941-316-1984 FAX
mailto:jflorensa@longboatkey.org
www.longboatkey.org

<ALL MESSAGES SENT AND RECEIVED FROM THIS ACCOUNT ARE PUBLIC RECORD>

-----Original Message-----
From: Purchasing
Sent: Wednesday, August 06, 2014 11:42 AM
To: Traci Moore; Juan Florensa
Cc: Trish Granger; Susan L. Smith

24.5 Governing Law, Venue

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Sarasota County, Florida.

24.6 Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.

24.7 Transfer

This Agreement may be transferred or assigned by the Franchisee only by written agreement of the Town Commission and memorialized by a duly adopted and approved ordinance as provided for in Town Ordinances.

24.8 Successors and Assignment

This Agreement shall be binding upon the parties hereto, their successors and assigns.

24.9 Survival of Obligation

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

24.10 Severability

If any Article, sub-Article, sentence, clause or provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected.

24.11 Broker

Franchisee hereby represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Franchisee to solicit or secure this Agreement, and Franchisee has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Franchisee, a fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For any breach or violation of this provision, the Town shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from any fees or monies due the Franchisee, or otherwise recover the full amount of such fees, monies, commission, percentage, gift or consideration.

24.12 Conflict of Interest

Franchisee represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, F.S. The Franchisee further represents that no person having such an interest shall be employed for performance under this Agreement. The Franchisee shall promptly notify the Town in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Franchisee's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Franchisee may undertake, and request an opinion of the Town as to whether the association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by the Franchisee. The Town agrees to notify the Franchisee of its opinion by certified mail within thirty (30) days of receipt of the notification by the Franchisee. If, in the opinion of the Town, the prospective business association, interest or circumstances would not constitute a conflict of interest by the Franchisee, the Town shall so state in the notification and the Franchisee shall, at

its option, enter into said association, interest or circumstance, and it shall be deemed not in conflict of interest with respect to services provided to the Town by the Franchisee under the terms of the Agreement.

24.13 Non-Discrimination and Equal Opportunity Employment

During the performance of this Agreement, the Franchisee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Franchisee will take affirmative action to ensure that employees are treated in a non-discriminatory manner during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Franchisee shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

24.14 Entire Agreement

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. Notwithstanding those rights reserved as specified, this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties and as authorized by applicable Town Ordinance. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

24.15 Utilization by Other Governmental Agencies

The Town agrees to allow other governmental agencies to utilize this agreement as allowed by law and with the consent of the Franchisee.

24.16 Paragraph Headings

All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limiting or expanding the terms set out in this Agreement.

IN WITNESS THEREOF, the parties have set their hand and seals on the dates referred below:

WASTE MANAGEMENT INC. OF FLORIDA

Witness (sign name)

Ronald Kapcow
(Print name)

Aurea Cruz
Witness (sign name)

Aurea Cruz
(Print name)

By: _____:
(Sign name)

Tim Hawkins:
(Print name)

It's: President:
(Print title)

DATE: 7-13-14

ATTEST:

By: Trish Granger
Trish Granger, Town Clerk

Approved as to Form and Correctness.

Maggie Mooney-Portale
Maggie Mooney-Portale, Town Attorney

TOWN OF LONGBOAT KEY, FL

By: Jim Brown
Jim Brown, MAYOR

DATE: 7-28-14

Note: All terms and conditions are subject to approval by the Town Commission.

EXHIBIT A SERVICE RATES

RESIDENTIAL COLLECTION SERVICE RATES

MATERIAL	(a) Pounds/Unit/Month (Set for contract purposes)	(b) Tip Fee/Ton	(c) Disposal Fee/ Unit/Month ((a)/2000) x (b)
Solid Waste *	139.67	$ 40.50	$ 2.83
Yard Trash	57.33	$ 25.00	$ 0.72

*Tip Fees for Solid Waste are set for contract purposes through the Town's Interlocal Agreement with Manatee County, and represent a blended rate for materials collected in both Manatee and Sarasota Counties. See Exhibit D for disposal fee adjustments.

LEVEL OF SERVICE	2-1-1 SERVICE			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$ 6.75	$ 2.83	$ 9.58
Recyclables – 64 gal. Carts	1 x week	$ 2.59	n/a	$ 2.59
Yard Trash	1 x week	$ 1.67	$ 0.72	$ 2.39
TOTAL PER UNIT		$ 11.01	$ 3.55	$ 14.56

LEVEL OF SERVICE	1-1-1 SERVICE			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	1 x week	$ 5.67	$ 2.83	$ 8.50
Recyclables – 64 gal. Carts	1 x week	$ 2.92	n/a	$ 2.92
Yard Trash	1 x week	$ 1.88	$ 0.72	$ 2.60
TOTAL PER UNIT		$ 10.47	$ 3.55	$ 14.02

ADDITIONAL RESIDENTIAL SERVICE FEES	
Non-Medical Door-side Service	$8.00 per User per Month
In-ground Collection Service	$0.00 per User per Month
Garbage Cart Exchange Fee (1 free per Residential User per Year)	$30.00 per Exchange
Additional Garbage Cart Fee	$60.00 per Garbage Cart
Additional Recycling Cart Fee	$0.00

Note: All terms and conditions are subject to approval by the Town Commission.

COMMERCIAL COLLECTION SERVICE RATES

County	(a) Tip Fee/Ton
Manatee	$ 36.00
Sarasota	$ 45.00

* Tipping fees for Roll Off Containers are based on the actual tipping fee.

	(b) Monthly Fee/Unit	(c) Lbs/Cubic Yard (set for contract purposes)	(d) Disposal Fee (c/2000) x (a)	(e) Franchise Fee ((b+d)/0.98) x 0.02	(f) Total Fee (b+d+e)
A. Multifamily or Commercial Carts (2 x week) Collection Service and Container Maintenance					
32 Gallon Can - Manatee	$ 9.64	87.20	$ 1.57	$ 0.23	$ 11.44
65 Gallon Cart - Manatee	$ 10.77	177.13	$ 3.19	$ 0.2	$ 14.24
96 Gallon Cart - Manatee	$ 10.86	261.60	$ 4.71	$ 0.32	$ 15.89
32 Gallon Can - Sarasota	$ 9.64	87.20	$ 1.96	$ 0.24	$ 11.84
65 Gallon Cart - Sarasota	$ 10.77	177.13	$ 3.99	$ 0.30	$ 15.06
96 Gallon Cart - Sarasota	$ 10.86	261.60	$ 5.89	$ 0.34	$ 17.09
B. Multifamily Recycling Fee	$ 1.85	n/a	n/a	$ 0.04	$ 1.89
C. Multifamily or Commercial Dumpsters Collection Service					
Uncompacted /cy - Manatee	$ 2.59	98	$ 1.76	$ 0.09	$ 4.44
Compacted /cy - Manatee	$ 5.73	294	$ 5.29	$ 0.22	$ 11.24
Uncompacted /cy - Sarasota	$ 2.59	98	$ 2.21	$ 0.10	$ 4.90
Compacted /cy - Sarasota	$ 5.73	294	$ 6.62	$ 0.25	$ 12.60
D. Dumpsters Maintenance					
1 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
2 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
3 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
4 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
6 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
8 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
E. Roll Off Collection Service *					
Open top lift/cy	$ 9.93	n/a*	Actual	$ 0.20	$10.13 + Disposal including 2% Franchise Fee
Compactor/cy	$ 11.52	n/a*	Actual	$ 0.24	$11.76 + Disposal including 2% Franchise Fee
F. Roll Off Maintenance					
10 Cubic Yard	$ 61.16	n/a	n/a	$ 1.25	$ 62.41
20 Cubic Yard	$ 76.43	n/a	n/a	$ 1.56	$ 77.99
30 Cubic Yard	$ 91.72	n/a	n/a	$ 1.87	$ 93.59
20 Cubic Yard Compactor	$ 152.88	n/a	n/a	$ 3.12	$ 156.00
G. Gate Service & Roll Out Fees					
Gate Service	$ 18.41	n/a	n/a	$ 0.38	$ 18.79
Roll Out Fees (< 15 feet)	$ 18.41	n/a	n/a	$ 0.38	$ 18.79
Roll Out Fees (> 15 feet)	$ 36.80	n/a	n/a	$ 0.75	$ 37.55

Note: All terms and conditions are subject to approval by the Town Commission.

EXHIBIT B TOWN FACILITY AND PUBLIC AREA SERVICES

Note: Dumpsters, Carts, and roll-offs are Franchisee-provided and maintained. All other containers are Town-provided and maintained.

Town Facility	Containers		Service	Frequency
	#	Size		
Town Hall 501 Bay Isles Rd.	1 9	4 cy Dumpster 96-gal container	Solid Waste Recycling	2 x week 1 x week
Public Works 600 General Harris St.	1 1 2	4 cy Dumpster 4 cy Dumpster 96-gal container	Solid Waste Yard Trash Recycling	2 x week 1 x week 1 x week
Public Safety 5460 Gulf of Mexico Dr.	1 3	4 cy Dumpster 96-gal Carts	Solid Waste Recycling	2 x week 1 x week
South Fire 2162 Gulf of Mexico Dr.	3 2	32-gal container 96-gal Carts	Solid Waste Recycling	2 x week 1 x week
South Water Plant 280 Gulf of Mexico Dr.	2 1	4 cy Dumpster 30 yd roll-off	Solid Waste Solid Waste	2 x week 6 x year

Public Area	Containers		Service	Frequency
	#	Size		
Bayfront Park 4052 Gulf of Mexico Dr.	1	2 cy Dumpster	Solid Waste	1 x week
Overlook Park 101 Gulf of Mexico Dr.	6	32-gal container	Solid Waste	2 x week
Boat Ramp 755 Linley St.	3	32-gal container	Solid Waste	3 x week
Beach Access 100 Northshore Rd.	3 1	32-gal container 64-gal container	Solid Waste Recycling	2 x week 1 x week
Beach Access 100 Broadway	1 1	32-gal container 64-gal container	Solid Waste Recycling	2 x week 1 x week
Beach Access 4795 Gulf of Mexico Dr.	2 1	32-gal container 64-gal container	Solid Waste Recycling	2 x week 1 x week
Beach Access 3495 Gulf of Mexico Dr.	3	32-gal container	Solid Waste	2 x week
Beach Access 3355 Gulf of Mexico Dr.	1	32-gal container	Solid Waste	2 x week
Beach Access 3175 Gulf of Mexico Dr.	2	32-gal container	Solid Waste	2 x week
Beach Access 2825 Gulf of Mexico Dr.	1	32-gal container	Solid Waste	2 x week
TBD	1	Solar Compactor	TBD	TBD
TBD	1	Solar Compactor	TBD	TBD

EXHIBIT C CART AND BIN TECHNICAL SPECIFICATIONS

Following are minimum requirements for the Garbage and/or Recycling Carts.

Quality	• Manufacturer's latest design • Uniform thickness throughout body (at least 0.150 in.)
Construction Material	• High-density polyethylene • Minimum of 30% post-consumer recycled content • Off-spec or wide-spec material and dry blending of material is not acceptable
Capacity	• 96 gallons (+/- 3%) • 65 gallons (+/- 3%) • 32 gallons (+/-3%)
Colors	• Green (Solid Waste) • Pepsi Blue (Recycling) • Non-fading; integrated UV inhibitor • Colors must be impregnated into the plastic • Painted carts are unacceptable • Exact color codes to be approved by Town
Markings	• Each container lid shall have in-mold labeling; detail to be approved by Town • Each container shall have the WM logo hot stamped on each side; • Recycling Carts shall have the chasing arrows logo hot stamped on each side; detail to be approved by Town
Load Rating	• Minimum 3.5 lbs per gallon; conforming to ANSI Standard Z245.30
Warranty	• Minimum 10 years
Lift Systems	• Must be compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 96 and 65 gallon carts • Bolted-on bars are not acceptable
Standards	• Carts must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts

Note: All terms and conditions are subject to approval by the Town Commission.

EXHIBIT D SERVICE RATE ADJUSTMENTS

A. Collection Fee Component

Beginning July 1, 2015 and the same date of each subsequent year during the term of the Agreement, the collection fee components of the service rates shall be adjusted as follows.

1. Ninety percent (90%) of the collection fee shall be adjusted based on the percentage change in the Consumer Price Index between the month of December in the previous year and the month of December in the year prior to that, rounded to the nearest hundredth of a percent. The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0).
2. Ten percent (10%) of the rate shall be adjusted based on the percentage change in the average monthly Fuel Price during the previous calendar year and the average monthly Fuel Price during the year prior to that, rounded to the nearest hundredth of a percent. The Fuel Price will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (cents per gallon) published by the United States Department of Energy.
3. The total adjustment to the collection fee component of the service rates in any given year shall not exceed four percent (4%) of the previous year's collection fee component of that rate.
4. If the source of the CPI or Fuel Price is discontinued or substantially altered, the Town may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

SAMPLE CALCULATION

Assumptions for illustrative purposes only:

- Current collection fee component (CF) = $8.00
- CPI in December 2013 (CPI1) = 217.463
- CPI in December 2014 (CPI2) = 220.975
  % Change in CPI = 1.61%

- Average monthly Fuel Price in 2013 = 3.805
- Average monthly Fuel Price in 2014 = 3.926
  % Change in Fuel Price = 3.18%

New Collection Fee Component =

Current Collection Fee (CF) x (1 + ((90% x % Change in CPI) + (10% x % Change in Fuel Price)))

= (CF) x (1 + ((0.90) x (CPI2-CPI1)/CPI1)) + (0.10) x ((FP2-FP1/FP1)))
= ($8.00) x (1 + ((0.90 x 1.61%) + (0.10 x 3.18%)))
= $8.00 x (1 + 1.77%)

Since combined CPI and Fuel Price % change < 4%, New Collection Fee Component = $8.14

B. Solid Waste Disposal Fee Component

The Solid Waste disposal fee components of the service rates shall be adjusted if and when the tipping fee charged at the Designated Facility for the Town's Solid Waste changes. The disposal fees provided in Exhibit A are based on a tipping fee of $36 per ton for Solid Waste collected in the Manatee County parts of the Town and $45.00 per ton for Solid Waste collected in the Sarasota County parts of the Town.

Note: All terms and conditions are subject to approval by the Town Commission.

For Residential Users, the average of the two tipping fees, or $40.50 per ton, is used. These tipping fees are multiplied by the generation rates provided in Exhibit A.

SAMPLE CALCULATION

Assumptions for illustrative purposes only:

- New tipping fee (Manatee County) = $40.00/ton
- New tipping fee (Sarasota County) = $50.00/ton
- New tipping fee (blended) = $45.00/ton

New Solid Waste Disposal Fee Component for Residential Users =

139.67 lbs/unit/year x (1 ton/ 2000 lbs) x $45.00/ton = $3.14

New Solid Waste Disposal Fee Component for uncompacted commercial dumpsters =

Manatee County: 98 lbs/cy x (1/ton/2000 lbs) x $40.00/ton = $1.96/cy
Sarasota County: 98 lbs/cy x (1 ton/2000 lbs) x $50.00/ton = $2.45/cy

New Solid Waste Disposal Fee Component for compacted commercial dumpsters =

Manatee County: 294 lbs/cy x (1/ton/2000 lbs) x $40.00/ton = $5.88/cy
Sarasota County: 294 lbs/cy x (1 ton/2000 lbs) x $50.00/ton = $7.35/cy

C. Yard Trash Processing Service Rates

Service rates for Yard Trash processing shall be adjusted if and when the tipping fee charged at the processing facility for the Town's Yard Trash changes. The Franchisee shall provide documentation to the satisfaction of the Town of any change in tipping fees. If at any time the tipping fee charged at the processing facility for the Town's Yard Trash exceeds that of the Manatee County Landfill, Manatee County Landfill rates shall be used.

Note: All terms and conditions are subject to approval by the Town Commission.

EXHIBIT E RECYCLABLES REVENUE

A. The Franchisee shall remit payment to the Town quarterly for all Program Recyclables collected from Residential Users, Multifamily Users, Town Facilities, and public areas based on the inbound tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall thereby be considered Program Recyclables. Revenue payment per ton shall be as calculated as follows:

1. The Franchisee shall calculate the Average Market Value (AMV) of the Program Recyclables, defined as the sum of the Southeast USA regional average commodity prices (U.S. dollars per ton) first posted in the Fiscal Quarter for which payment is being made in RecyclingMarkets.net multiplied by the composition percentages as defined in the table below. **For illustrative purposes, the table calculates the AMV for Fiscal Quarter from January - March 2014, which is based on the commodity prices first posted in January 2014.**

AMV Calculation					
Material	Index Description	Index Value	Market Value ($/Ton)	Material %	Average Market Value ($/Ton)
Newspaper	PS 8 baled, F.O.B. seller's dock	62.50	$62.50	19.40%	$12.13
Corrugated containers	PS 11 baled, F.O.B. seller's dock	105.00	$105.00	10.20%	$10.71
Mixed paper	PS 1 baled, F.O.B. seller's dock	52.50	$52.50	24.40%	$12.81
Aseptic Cartons	PS 52 baled, F.O.B. seller's dock	0.00	$0.00	0.40%	$0.00
Aluminum cans	Cents/lb., sorted, baled and delivered	67.50	$1,350.00	2.00%	$27.00
Steel cans	$/Ton, sorted, baled and delivered	115.00	$115.00	3.00%	$3.45
PET	Cents/lb., baled and picked up	16.50	$330.00	5.20%	$17.16
Natural HDPE	Cents/lb., baled and picked up	36.00	$720.00	2.50%	$18.00
Colored HDPE	Cents/lb., baled and picked up	26.75	$535.00	2.60%	$13.91
Plastics #3-7	Commingled #3-7, cents/lb., baled & picked up	0.25	$5.00	2.50%	$0.13
Bulky Mixed Rigid	Cents/lb., baled and picked up	0.25	$5.00	1.30%	$0.07
Glass (3 Mix)	$/Ton, delivered	-10	($10.00)	22.50%	($2.25)
Contamination	N/A (market value shall remain fixed at 0)	N/A	$0.00	4.00%	$0.00
				100.00%	**$113.12**

2. A fee of fifty dollars ($50.00) per ton shall be deducted from the AMV (Recycling Fee). The Recycling Fee shall be adjusted annually as specified in Section B of this Exhibit.
3. The Franchisee shall pay the Town ten *(10%)* percent, of the remaining amount for each ton of inbound Recyclables collected during that Fiscal Quarter.
4. If the AMV is less than the Recycling Fee, the Franchisee shall make no payment to the Town and the Town shall make no payment to the Franchisee. At no time shall the Town make payment to the Franchisee for accepting, processing, or marketing Program Recyclables, regardless of the AMV.

SAMPLE CALCULATION:

Assumption: AMV = $113.12

Contract Rates: Recycling Fee = $50.00
Revenue Percentage = 10%

Revenue per Ton = (AMV – Recycling Fee) x Revenue Percentage = ($113.24 - $50.00) x 10% = $6.32/Ton

Note: All terms and conditions are subject to approval by the Town Commission.

B. Adjustment to the Recycling Fee. The Recycling Fee of ($50) shall remain the same through the first year of the Agreement. Beginning July 1, 2015 and the same date of each subsequent year during the term of the Agreement, the Recycling Fee shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index ("CPI") between the month of December in the previous year and the month of December in the year prior to that, rounded to the nearest hundredth of a percent. The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0). The total adjustment to the Recycling Fee in any given year shall not exceed two percent (2%) of the previous year's Recycling Fee. If the CPI Index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The Franchisee acknowledges and accepts the following:

C. The material percentages used for calculating the AMV are best estimates of the composition of Program Recyclables as delivered to the Recovered Materials Processing Facility or facility for transfer (inbound Program Recyclables). Because different processors use different equipment and technologies, they will have varying amounts of processing residue. Therefore, the material percentages do not attempt to estimate or include processing residue. Franchisee has utilized its industry knowledge and experience processing materials similar to Program Recyclables as defined herein in evaluating the accuracy of these percentages and developing its proposal.

D. The material percentages used for calculating the AMV shall be revised only upon completion of a Program Recyclables composition study that meets the requirements specified herein.

1. The study entails sampling and manual sorting of inbound Program Recyclables, not processing Program Recyclables through a sorting line that includes mechanized equipment. Inbound Program Recyclables means Program Recyclables as initially delivered to a facility following collection, not Program Recyclables after being transloaded through another facility. The final methodology is subject to written approval by the Town.
2. The study shall be conducted by a qualified entity with demonstrated experience conducting recyclables composition studies in the Southeast United States. Selection of such entity is subject to written approval by the Town.
3. The Town reserves the right to have a representative onsite throughout the composition study.
4. Study results are subject to final approval by the Town. If approved by the Town, adjustments to the composition percentages provided herein shall be made and shall become effective for the following fiscal quarter and the remainder of the Agreement, or until further adjusted in a future composition study.
5. The composition study shall be paid for by the party requesting such study unless otherwise agreed upon.
6. Program Recyclables composition studies may be conducted no more frequently than once per Agreement Year. Since the Town has converted to Single Stream collection of Program Recyclables, a Program Recyclables composition study may be conducted no earlier than six (6) months after the commencement of Single Stream collection.

E. The market index utilized is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Franchisee. Franchisee took this into consideration when developing its proposal.

F. For the purposes of calculating revenue, the value of contamination in the preceding table shall remain fixed at $0. Franchisee took this into consideration when developing its proposal.

G. If at any time during the term of the Agreement Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an

appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Material pricing information.

H. The Recycling Fee defined in the formula is not intended to accurately reflect the Franchisee's cost for accepting, processing, marketing, and transporting Program Recyclables. Franchisee took this into consideration when developing its proposal.

I. Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Franchisee.

J. The revenue formula shall be used for calculating revenue throughout the term of the Agreement.

ACORD

CERTIFICATE OF LIABILITY INSURANCE 1/1/2015

DATE (MM/DD/YYYY) 12/11/2013

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
LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER C : ACE Property & Casualty Insurance Co	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 1300299
WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT OF MANATEE COUNTY
6120 21ST STREET EAST
BRADENTON FL 34203

COVERAGES FLBRADEN CERTIFICATE NUMBER: 3497343 REVISION NUMBER: XXXXXXX

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X MCS-90	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000 $ XXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
A	EXCESS AUTO LIABILITY	Y	N	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

3497343

TOWN OF LONGBOAT KEY
501 BAY ISLES RD.
LONGBOAT KEY FL 32228

CANCELLATION

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

ACORD 25 (2010/05)

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BON307

SEE FILE:
BON307
FOR ORIGINAL
2014 CONTRACT

PERFORMANCE BOND
BOND NO 58714849

KNOW ALL MEN BY THESE PRESENTS, that we, WASTE MANAGEMENT INC. OF FLORIDA (hereinafter called the "Principal"), as Principal, and the WESTERN SURETY COMPANY (hereinafter called the "Surety"), as Surety, are held and firmly bound unto TOWN OF LONGBOAT KEY, FLORIDA (hereinafter called the "Obligee") in the sum and just sum of Two Hundred Fifty Thousand and 00/100 ($ 250,000.00), for the payment of which sum well and truly to be made, we 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 entered into a (written) agreement (hereinafter called the "Agreement") with the Obligee for RFP#: 14-004 - Solid Waste Collection Services which Agreement is hereby referred to and made a part hereof as if fully set forth herein;

NOW THEREFORE, the condition of this obligation is such that if the Principal shall well and truly keep all the terms and conditions as outlined in said Agreement then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, this bond is executed by the Surety and accepted by the Obligee subject to the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by thirty (30) days advance written notice to the Obligee, such notice to be sent by registered mail. Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination.
3. PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder that, in the event of any breach of the Agreement on the part of the Principal, a written statement of the particular facts stating the nature of such breach shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to perform Principal's obligation until thirty (30) days after Surety's receipt of such statement.
4. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within sixty (60) days after the termination of release of this bond.
5. Under no circumstances shall the aggregate liability of the Surety exceed the penal sum above stated.
6. This bond shall be effective from August 1, 2014 to July 31, 2015.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be executed and their seals affixed this 14th day of July, 2014.

WASTE MANAGEMENT INC. OF FLORIDA
(Principal)

By: Lupe Tyler
Lupe Tyler, Attorney-in-Fact

WESTERN SURETY COMPANY
(Surety)

By: Jennifer Copeland
Jennifer Copeland

Florida Countersignature: Non-Resident Agent

By: Michael J. Herrod
Michael J. Herrod

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

~~Lupe Tyler, Lisa Ward, Wendy W Stuckey, Michael J Herrod, Margaret Buboltz, Nancy A Thomas, Roger Smiddy, Donna Williams, Jennifer Copeland, Anoop Chawla Adlakha, Individually~~

XXXXXXXXXXXXXXXX

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2014.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of June, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

J. MOHR
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of July, 2014.

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and all Subsidiary and Affiliate Companies (the "Corporation"), has constituted and appointed and does hereby appoint Margaret Buboltz, Jennifer S. Copeland, Vanessa Dominguez, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, and Stephenie Whittington of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.

2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 14th day of July, 2014.

Witness:

Diana Seny

Waste Management, Inc.

Devina A. Rankin

Devina A. Rankin
Vice President and Treasurer

Exhibit II

OLD RATES
Effective July 1 2014

EXHIBIT A SERVICE RATES

RESIDENTIAL COLLECTION SERVICE RATES

MATERIAL	(a) Pounds/Unit/Month (Set for contract purposes)	(b) Tip Fee/Ton	(c) Disposal Fee/ Unit/Month ((a)/2000) x (b)
Solid Waste *	139.67	$ 40.50	$ 2.83
Yard Trash	57.33	$ 25.00	$ 0.72

*Tip Fees for Solid Waste are set for contract purposes through the Town's Interlocal Agreement with Manatee County, and represent a blended rate for materials collected in both Manatee and Sarasota Counties. See Exhibit D for disposal fee adjustments.

LEVEL OF SERVICE	2-1-1 SERVICE			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$ 6.75	$ 2.83	$ 9.58
Recyclables – 64 gal. Carts	1 x week	$ 2.59	n/a	$ 2.59
Yard Trash	1 x week	$ 1.67	$ 0.72	$ 2.39
TOTAL PER UNIT		$ 11.01	$ 3.55	$ 14.56

LEVEL OF SERVICE	1-1-1 SERVICE			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	1 x week	$ 5.67	$ 2.83	$ 8.50
Recyclables – 64 gal. Carts	1 x week	$ 2.92	n/a	$ 2.92
Yard Trash	1 x week	$ 1.88	$ 0.72	$ 2.60
TOTAL PER UNIT		$ 10.47	$ 3.55	$ 14.02

ADDITIONAL RESIDENTIAL SERVICE FEES	
Non-Medical Door-side Service	$8.00 per User per Month
In-ground Collection Service	$0.00 per User per Month
Garbage Cart Exchange Fee (1 free per Residential User per Year)	$30.00 per Exchange
Additional Garbage Cart Fee	$60.00 per Garbage Cart
Additional Recycling Cart Fee	$0.00

Note: All terms and conditions are subject to approval by the Town Commission.

COMMERCIAL COLLECTION SERVICE RATES

County	(a) Tip Fee/Ton
Manatee	$ 36.00
Sarasota	$ 45.00

* Tipping fees for Roll Off Containers are based on the actual tipping fee.

	(b) Monthly Fee/Unit	(c) Lbs/Cubic Yard (set for contract purposes)	(d) Disposal Fee (c/2000) x (a)	(e) Franchise Fee ((b+d)/0.98) x 0.02	(f) Total Fee (b+d+e)
A. Multifamily or Commercial Carts (2 x week) Collection Service and Container Maintenance					
32 Gallon Can - Manatee	$ 9.64	87.20	$ 1.57	$ 0.23	$ 11.44
65 Gallon Cart - Manatee	$ 10.77	177.13	$ 3.19	$ 0.2	$ 14.24
96 Gallon Cart - Manatee	$ 10.86	261.60	$ 4.71	$ 0.32	$ 15.89
32 Gallon Can - Sarasota	$ 9.64	87.20	$ 1.96	$ 0.24	$ 11.84
65 Gallon Cart - Sarasota	$ 10.77	177.13	$ 3.99	$ 0.30	$ 15.06
96 Gallon Cart - Sarasota	$ 10.86	261.60	$ 5.89	$ 0.34	$ 17.09
B. Multifamily Recycling Fee	$ 1.85	n/a	n/a	$ 0.04	$ 1.89
C. Multifamily or Commercial Dumpsters Collection Service					
Uncompacted /cy - Manatee	$ 2.59	98	$ 1.76	$ 0.09	$ 4.44
Compacted /cy - Manatee	$ 5.73	294	$ 5.29	$ 0.22	$ 11.24
Uncompacted /cy - Sarasota	$ 2.59	98	$ 2.21	$ 0.10	$ 4.90
Compacted /cy - Sarasota	$ 5.73	294	$ 6.62	$ 0.25	$ 12.60
D. Dumpsters Maintenance					
1 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
2 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
3 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
4 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
6 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
8 Cubic Yard	$ 43.88	n/a	n/a	$ 0.90	$ 44.78
E. Roll Off Collection Service *					
Open top lift/cy	$ 9.93	n/a*	Actual	$ 0.20	$10.13 + Disposal including 2% Franchise Fee
Compactor/cy	$ 11.52	n/a*	Actual	$ 0.24	$11.76 + Disposal including 2% Franchise Fee
F. Roll Off Maintenance					
10 Cubic Yard	$ 61.16	n/a	n/a	$ 1.25	$ 62.41
20 Cubic Yard	$ 76.43	n/a	n/a	$ 1.56	$ 77.99
30 Cubic Yard	$ 91.72	n/a	n/a	$ 1.87	$ 93.59
20 Cubic Yard Compactor	$ 152.88	n/a	n/a	$ 3.12	$ 156.00
G. Gate Service & Roll Out Fees					
Gate Service	$ 18.41	n/a	n/a	$ 0.38	$ 18.79
Roll Out Fees (< 15 feet)	$ 18.41	n/a	n/a	$ 0.38	$ 18.79
Roll Out Fees (> 15 feet)	$ 36.80	n/a	n/a	$ 0.75	$ 37.55

Note: All terms and conditions are subject to approval by the Town Commission.

NEW RATES
Effective July 1 2015

Town of Longboat Key
Franchise Agreement for Solid Waste Services

Effective July 1, 2015

EXHIBIT A SERVICE RATES

RESIDENTIAL COLLECTION SERVICE RATES

MATERIAL	(a) Pounds/Unit/Month (Set for contract purposes)	(b) Tip Fee/Ton	(c) Disposal Fee/ Unit/Month ((a)/2000) x (b)
Solid Waste*	139.67	$ 40.50	$ 2.83
Yard Trash	57.33	$ 25.00	$ 0.72

*Tip Fees for Solid Waste are set for contract purposes through the Town's Interlocal Agreement with Manatee County, and represent a blended rate for materials collected in both Manatee and Sarasota Counties. See Exhibit D for disposal fee adjustments.

LEVEL OF SERVICE	2-1-1 SERVICE			
	Pick up	Monthly Collection Fee/Unit	Monthly Disposal Fee/Unit	Total Monthly Fee/Unit
Solid Waste – 96 gal. Carts (includes Bulk Waste)	2 x week	$ 6.74	$ 2.83	$ 9.57
Recyclables – 64 gal. Carts 1 x week	1 x week	$ 2.59	n/a	$ 2.59
Yard Trash 1 x week	1 x week	$ 1.67	$ 0.72	$ 2.39
TOTAL PER UNIT		$ 11.00	$ 3.55	$ 14.55

ADDITIONAL RESIDENTIAL SERVICE FEES	
Non-Medical Door-side Service	$7.99 per User per Month
In-ground Collection Service	$0.00 per User per Month
Garbage Cart Exchange Fee (1 free per Residential User per Year)	$29.96 per Exchange
Additional Garbage Cart Fee	$59.92 per Garbage Cart
Additional Recycling Cart Fee	$0.00

Town of Longboat Key
Franchise Agreement for Solid Waste Services

Effective July 1, 2015

EXHIBIT A SERVICE RATES

COMMERCIAL COLLECTION SERVICE RATES

County	(a) Tip Fee/Ton
Manatee	$ 36.00
Sarasota	$ 45.00

*Tipping fees for Roll Off Containers are based on the actual tipping fee.

	(b) Monthly Fee/Unit	(c) Lbs/Cubic Yard (set for contract purposes)	(d) Disposal Fee (c/2000) x (a)	(e) Franchise Fee ((b+d)/0.98) x 0.02	(f) Total Fee (b+d+e)
A. Multifamily or Commercial Carts (2 x week) Collection Service and Container Maintenance					
32 Gallon Can - Manatee	$ 9.63	$ 87.20	$ 1.57	$ 0.23	$ 11.43
65 Gallon Cart - Manatee	$ 10.76	$ 177.13	$ 3.19	$ 0.28	$ 14.23
96 Gallon Cart - Manatee	$ 10.85	$ 261.60	$ 4.71	$ 0.32	$ 15.88
32 Gallon Can - Sarasota	$ 9.63	$ 87.20	$ 1.96	$ 0.24	$ 11.83
65 Gallon Cart - Sarasota	$ 10.76	$ 177.13	$ 3.99	$ 0.30	$ 15.05
96 Gallon Cart - Sarasota	$ 10.85	$ 261.60	$ 5.89	$ 0.34	$ 17.08
B. Multifamily Recycling Fee	$ 1.85	n/a	n/a	$ 0.04	$ 1.89
C. Multifamily or Commercial Dumpsters Collection Service					
Uncompacted /cy - Manatee	$ 2.59	$ 98.00	$ 1.76	$ 0.09	$ 4.44
Compacted /cy - Manatee	$ 5.72	$ 294.00	$ 5.29	$ 0.22	$ 11.23
Uncompacted /cy - Sarasota	$ 2.59	$ 98.00	$ 2.21	$ 0.10	$ 4.90
Compacted /cy - Sarasota	$ 5.72	$ 294.00	$ 6.62	$ 0.25	$ 12.59
D. Dumpsters Maintenance					
1 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
2 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
3 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
4 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
6 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
8 Cubic Yard	$ 43.82	n/a	n/a	$ 0.89	$ 44.71
E. Roll Off Collection Service *					
Open top lift/cy	$ 9.92	n/a*	Actual	$ 0.20	$10.12 + Disposal including 2% Franchise Fee
Compactor/cy	$ 11.51	n/a*	Actual	$ 0.23	$11.74 + Disposal including 2% Franchise Fee
F. Roll Off Maintenance					
10 Cubic Yard	$ 61.08	n/a	n/a	$ 1.25	$ 62.33
20 Cubic Yard	$ 76.33	n/a	n/a	$ 1.56	$ 77.89
30 Cubic Yard	$ 91.60	n/a	n/a	$ 1.87	$ 93.47
20 Cubic Yard Compactor	$ 152.68	n/a	n/a	$ 3.12	$ 155.80
G. Gate Service & Roll Out Fees					
Gate Service	$ 18.39	n/a	n/a	$ 0.38	$ 18.77
Roll Out Fees (< 15 feet)	$ 18.39	n/a	n/a	$ 0.38	$ 18.77
Roll Out Fees (> 15 feet)	$ 36.75	n/a	n/a	$ 0.75	$ 37.50

End of Agenda Item