

Franchise Agreement effective on March 1, 1999 through December 31, 2008. City has option to renew for one additional five-year period. **THE AGREEMENT WAS APPROVED BY THE CITY COMMISSION ON FEBRUARY 16, 1999 AND AMENDED ON JUNE 4, 2002.** This document is the compilation of the original agreement, as amended.

**FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION AND
DISPOSAL SERVICES BETWEEN THE CITY OF CORAL SPRINGS
AND WASTE MANAGEMENT INC. OF FLORIDA**

WHEREAS, on May 20, 1998, the City issued RFP No. 98-A-145 for Solid Waste Collection and Disposal & Recycling Services (City-Wide Franchise); and

WHEREAS, at the February 16, 1999, meeting of the City Commission, the City Commission concurred with the staff recommendation and finds it in the best interest of the citizens of the City of Coral Springs to enter into a franchise agreement with Waste Management; and

WHEREAS, the City Commission at the December 18, 2001, City Commission meeting approved the Intent Resolution to use the Uniform Method for the Collection of a Non-Ad Valorem special assessments to be levied upon residential property for funding the costs of providing residential solid waste collection service within the City commencing January 1, 2003; and

WHEREAS, it is necessary to amend the agreement to provide for required changes to the terms and conditions; and

WHEREAS, the parties agree to this Amendment to the Franchise Agreement; now, therefore,

Section 1. ACKNOWLEDGEMENT

1.01 The receipt and adequacy of the consideration afforded to and by both parties is specifically acknowledged.

1.02 The above recitals are acknowledged and incorporated herein.

Section 2. FRANCHISE

2.01 For the term of this Agreement e CITY hereby grants to CONTRACTOR the exclusive Franchise and the concomitant obligation to provide solid waste collection services within the municipal boundaries, except for residential construction and demolition debris pursuant to Section 4.05 of this Agreement, subject to the conditions

set forth in this Agreement, and except for commercial recovered materials pursuant to Section 403.7046, Florida Statutes, as amended from time to time.

2.02 CONTRACTOR shall have vested title to all waste materials collected pursuant to this Franchise Agreement, generated within the corporate limits of CITY; except as otherwise provided by this Agreement, CITY'S Code of Ordinances and/or required by Florida Statutes.

2.03 CONTRACTOR agrees to commence delivery, upon notice by CITY, of all solid waste collected within the geographic boundaries of CITY, to the resource recovery system transfer or disposal facility or facilities designated in the plan of operation under the Interlocal Agreement with Broward County for Solid Waste Disposal Service, dated November 25, 1986, unless otherwise provided for by agreement with the Broward Solid Waste Disposal District to accommodate a CITY waste material recycling program. Both CITY and CONTRACTOR hereby relinquish any and all title and interest in solid waste collected within the geographic boundaries of CITY upon delivery of such solid waste to the resource recovery system transfer or disposal facility or facilities designated in said plan of operations.

2.04 CONTRACTOR agrees to commence servicing newly-annexed areas within twenty-four (24) hours after official written notification by CITY, acting through the City Clerk's office.

2.05 CONTRACTOR shall perform the obligations of collecting all waste materials covered by this Franchise Agreement through any recognized subsidiary or division of CONTRACTOR. All such subsidiaries or divisions shall be registered with the office of the City Clerk.

2.06 CONTRACTOR shall dispose of all waste collected under the terms of this contract, in compliance with all local, state and federal regulations.

Section 3. TERM OF FRANCHISE

3.01 Subject to the termination rights of CITY, this Franchise shall remain in full force and effect for a period commencing at 12:01 A.M. on the 1st day of March 1999 and extending to 11:59 P.M. on the last day of December 2008; provided, furthermore, that this Franchise may thereafter be renewed at the option of CITY one (1) additional five (5) year periods upon the same terms, conditions and limitations imposed hereby. CITY shall give notice to CONTRACTOR of an intent to extend this Franchise Agreement, which notice shall be delivered to CONTRACTOR by Certified Mail, Return Receipt Requested, not later than one hundred and eighty (180) calendar days prior to termination.

Section 4. SERVICES - GARBAGE AND TRASH

4.01 Residential.

(A) CONTRACTOR shall pick up to two (2) garbage cans of not more than thirty-two (32) gallon capacity each and weighing not more than fifty (50) pounds each when full of garbage and/or trash twice weekly from the back door or side door of every residential household in CITY with the exception of multifamily residential buildings using dumpster-type containers. CONTRACTOR shall return emptied containers to their original location of pickup. Multifamily residential buildings using common containers (dumpsters) are considered as commercial customers for purposes of rates established under this Agreement.

(B) Garbage and/or trash, in excess of the above pickup from residential units, shall be picked up simultaneously with back/side door pickup; however, this excess must be placed at the curb (within five (5) feet of the street) of each residence and shall be in garbage cans, plastic liners (not to exceed forty (40) pounds) or bundles (not to exceed four (4) feet in length or weight not to exceed forty (40) pounds). CONTRACTOR shall also pick up, at curbside, on each route, on the day of each regularly scheduled collection, large items of residential furniture and household appliances.

(C) Additional large items may be placed at the curb for pick up provided that they can be readily handled by two (2) men and are of a configuration that will fit into the truck without having to be further broken or dismantled. If a customer raises a question as to why a specific large item was not collected, and the customer contacts CITY, CITY shall refer all calls to CONTRACTOR'S Division Manager or his designee.

(D) Notwithstanding the above, CONTRACTOR shall provide for the removal of garbage cans or bags over the two(2) unit side door limit from all curbside service dwelling units where all of the occupants are deemed to be physically challenged. Entitlement to such dwelling unit designation shall be based on the review and approval of the City Manager or his designee. Such requests for this service must be in writing to the Director of Public Works with a copy of the written request provided to CONTRACTOR. There shall be no additional charge for this service to the Customer.

(E) For each new residential account, CONTRACTOR shall mail a services brochure to the resident and/or person that contracts for service.

(F) CONTRACTOR shall provide residential cart service for low-density multifamily residential units identified in Exhibit "E", attached hereto and incorporated herein, in accordance with the following schedule:

Phase I – Riverside Drive – on-going program to be continued upon the effective date of this agreement;

Phase II – Woodside Drive - effective February 1, 2003;

Phase III – Northwest 44th Court – effective July 1, 2003;

Phase IV - Effective October 1, 2003, CITY may add residential cart services for any other units identified in Exhibit “E”. CONTRACTOR shall add said units within one hundred twenty (120) calendar days of written notification from the Director of Public Works or his designee. At a minimum, as defined in (A) through (D) above, the service level shall be consistent with that provided to single-family properties. Carts shall be furnished and maintained by CONTRACTOR. The charge for this residential service shall be the same as single-family service.

(G) CONTRACTOR acknowledges that the residential cart service has been implemented as a pilot program in portions of the Meadows/Dells area of CITY. For new areas being provided residential cart service, CITY shall be responsible for all public relations to ensure implementation and success of the residential cart program that shall include, but not be limited to, an advertising campaign and brochures/flyers. CONTRACTOR shall attend public meetings if required by CITY. The above notwithstanding, CONTRACTOR acknowledges and agrees to contribute up to \$1,000 towards the public relations element of each expansion for the residential cart service.

(H) For the purposes of this agreement, “residential” means single family units and all other units receiving residential solid waste collection service.

(I) The parties acknowledge and agree that for the residential cart service, the residential carts furnished, distributed and maintained by CONTRACTOR shall remain under the ownership of CONTRACTOR.

(J) CITY shall provide to CONTRACTOR information related to new residential units based upon certificate of occupancy and/or new water accounts for which residential solid waste collection service should be provided.

4.02 Commercial.

(A) CONTRACTOR shall pick up garbage and trash on a schedule to be agreed upon between CONTRACTOR and individual commercial customers; however, in no event less frequently than once per calendar week for trash and twice per calendar week for garbage. Compacted garbage may be collected once per week provided that the once per week collection does not result in a health and safety issue. Failure of CONTRACTOR and customer to agree upon a pickup schedule shall result in the matter being referred to CITY for resolution, which

resolution shall be final. Commercial customers shall identify to CONTRACTOR, any special wastes as defined in Exhibit "B," which are included in waste being disposed of by the commercial customer. The above notwithstanding, CITY and CONTRACTOR acknowledge that collection of compacted garbage once per week is contingent upon the approval by the City Commission of an amendment to the Code of Ordinances of the City of Coral Springs.

(B) CITY and CONTRACTOR acknowledge that Section 403.7046, Florida Statutes, as amended from time to time, provides for the regulation of recovered materials.

(C) CONTRACTOR is required to maintain dumpsters to provide the safe, efficient and functional storage and collection of solid waste and to present a non-objectionable appearance as determined by CITY. CONTRACTOR'S employees shall report to CONTRACTOR'S Customer Service the condition of any container, which requires repair. CONTRACTOR shall replace the dumpster if repairs cannot be made on site within three (3) working days.

(D) Casters shall be required on all containers that cannot be collected from a stationary point at the service location. Caster swivel units shall be repaired or replaced to ensure the free movement of the swivel mechanism and/or wheel.

4.03 City.

(A) Municipal garbage and/or trash, except that from the transfer station for residents as otherwise provided for herein, shall be collected by CONTRACTOR at no expense to CITY at all CITY owned and/or operated facilities. Container location, size and frequency of pickup shall be as jointly determined by the CITY and CONTRACTOR.

(B) CONTRACTOR shall provide to CITY, at no additional cost, an office paper recycling program. This program shall be offered at two CITY locations and shall be completed on a schedule mutually agreed to by CITY'S Director of Public Works and CONTRACTOR'S Division Manager. On the scheduled collection day, CITY personnel shall be responsible for placing the containers in an area that is accessible to CONTRACTOR for collection at City Hall North and the Public Safety Building. CONTRACTOR shall have the option to select the size of the containers in order to achieve maximum collection efficiency.

4.04 Special Material.

Nothing herein shall require the removal of hazardous waste, body waste, dead animals, flammables, explosives, radioactive materials, liquid waste, abandoned

vehicles or vehicle parts, or as defined in applicable federal, state or local laws regulating special and/or hazardous material.

4.05 Construction Waste Collection and Disposal.

(A) CONTRACTOR shall be the exclusive provider to collect and dispose of all solid waste, refuse, trash and debris generated at construction or demolition sites except for single-family and multifamily residential construction and demolition debris and commercial recycling pursuant to Section 403.7046, Florida Statutes, as amended from time to time. CONTRACTOR acknowledges that CITY has agreed to require a license for private haulers to dispose of construction and demolition debris for single family and multifamily residential sites. Nothing precludes CONTRACTOR from obtaining the required license to dispose of construction and demolition debris from single family and multifamily residential sites. Revenues collected under this license are not subject to franchise fees unless the requirement is imposed on all licensees. If a roofing CONTRACTOR utilizes a self-contained vehicle that is operated by the roofing CONTRACTOR, the roofing CONTRACTOR shall not be required to utilize the services of CONTRACTOR.

(B) CONTRACTOR shall collect and dispose of all solid waste, refuse, trash and debris generated at construction or demolition sites ,except as otherwise provided in this Agreement. This provision is not intended to include debris comprised solely of material generated by excavation, land clearing or tree removal, through the provision of roll-off containers to such sites. Customers and CONTRACTOR shall arrange the frequency of service and length of time the roll-off containers are on the customer's premises ("Turnaround"). There shall be no additional delivery charge so long as there is no break in service. Whenever a container is removed from a service location without a replacement being requested, the removal shall be deemed a break in service. Whenever a customer desires a Turnaround, CONTRACTOR shall use reasonable commercial efforts to accommodate such customers on one (1) working day's prior notice.

Section 5. HOURS OF COLLECTION

5.01 Residential.

(A) Collections shall be made in residential areas no earlier than 7:00 A.M. and no later than 7:00 P.M., with no service on Sunday, except in times of emergency or to maintain schedules due to holidays; provided, however, that, if CONTRACTOR has an equipment breakdown, the route being served by such equipment experiencing operating difficulties shall be fully collected by CONTRACTOR with substitute equipment that day. CONTRACTOR shall not be required to provide collection service on Christmas Day.

(B) CONTRACTOR agrees to publish, once a year, before Christmas, a schedule for Christmas holiday curbside residential pickup. The notice shall describe when CITY residents will receive garbage service in the event their service day is skipped because of Christmas Day. Such date shall be the next scheduled pick-up day. The notice shall be published in the Coral Springs Forum and the Fort Lauderdale News and Sun-Sentinel or, in the alternative, CONTRACTOR shall provide notice on the residential bills for the billing period prior to Christmas Day.

5.02 Commercial.

Collections shall be made only between the hours of 7:00 A.M. and 7:00 P.M.

Section 6. RESIDENTIAL SPILLAGE AND LITTER

6.01 CONTRACTOR shall make every effort to completely empty all receptacles, in the process of making collections. CONTRACTOR shall not litter the premises or public rights-of-way in making collections or hauling the solid waste materials once collected. In the event of spillage by CONTRACTOR, or in the event of accidental spillage prior to collection by CONTRACTOR, CONTRACTOR shall promptly clean up all such litter from such spillage. CONTRACTOR shall maintain equipment in such a manner as to prevent the spilling of liquids. Should accidental liquid spillage occur, CONTRACTOR shall clean up same.

Section 7. APPROVED CONTAINERS/SITE PLAN REVIEW

7.01 Residential customers shall place amounts and types of solid wastes in garbage cans equipped with tight-fitting tops or lids and appropriate lifting handles, or plastic liners of sufficient strength to hold contents, securely tied at the top.

7.02 Use of any container designed or intended to be mechanically serviced shall, as a condition precedent to use, be approved by CITY and CONTRACTOR as to type, size and location.

7.03 The Division Manager of CONTRACTOR or his designee shall represent CONTRACTOR and provide assistance to CITY in the review of site plans concerning the spacing and location of dumpsters.

Section 8. COLLECTION EQUIPMENT

8.01 CONTRACTOR shall have on hand, at all times, in good working order, such equipment as shall permit CONTRACTOR, adequately and efficiently, to perform all of the services required to be performed under this Agreement. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be of the enclosed load-packer type, and all equipment shall be kept in good repair, appearance, and in a sanitary,

clean condition at all times. CONTRACTOR shall have available, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by CONTRACTOR to perform the services required under this Agreement.

Section 9. CONTRACTOR OFFICE HOURS AND LOCATION

9.01 CONTRACTOR shall maintain an office within the local telephone service area. CONTRACTOR'S office shall remain open Monday through Friday, from 8:00 A.M. to 5:00 P.M., and on Saturday and legal holidays (except Christmas) from 8:00 A.M. to 12:00 P.M., for the purpose of handling complaints; and, for that purpose, there shall be adequate telephones and a responsible person present in the office and able to resolve customer complaints during normal business hours. Said office need not be so staffed during legal holidays.

Section 10. CHARGES, RATES, AND COMPENSATION

10.01 For services required to be performed under this Agreement, the charges shall be in accordance with the Rate Schedule, attached hereto and made a part hereof as Exhibit "D", except as otherwise provided.

10.02 For residential solid waste collection service, CONTRACTOR acknowledges that CITY intends to impose, levy and collect a special assessment for residential solid waste collection services commencing with the year beginning January 1, 2003. Therefore, CONTRACTOR acknowledges and agrees to provide the residential rate to CITY on or before June 1st of each calendar year beginning June 2002.

10.03 With the levy of a special assessment for residential service, effective January 1, 2003, CONTRACTOR acknowledges that it will not direct bill for residential solid waste collection services. Effective with the year beginning January 1, 2003, upon receipt of payment by the City from the Revenue Collector of Broward County, CITY shall retain the franchise fee as set forth in Section 14 hereof and upon receipt of payment from the Revenue Collector, CITY shall pay CONTRACTOR, on the 20th day of the month following the month of receipt of payment from the Revenue Collector, the amount received minus CITY'S franchise fee and administrative costs. Administrative costs shall include, but not be limited to, all direct costs paid to the Broward County Property Appraiser's Office and the Broward County Finance and Administrative Services Department for the processing of the special assessment and the cost of City staff to implement and/or process the special assessment. The parties acknowledge and agree and the total administrative costs for each year of the special assessment shall not exceed twenty-five thousand and 00/100 (\$25,000.00) dollars.

Section 11. REVISIONS OF CHARGES AND RATES

11.01 The disposal component of the residential rate shall be adjusted to reflect changes in the tipping fees charged by the receiving facility. In accordance with the Interlocal Agreement for Solid Waste Disposal, the receiving facility, after commencement of the Broward County Resource Recovery System, will be as determined under the Interlocal Agreement. The pass-through addition to the monthly residential rate shall be a \$0.17 adjustment for each \$1.00 increase in the per-ton tipping fee plus an eighteen percent (18%) added franchise fee.

11.02 Beginning on October 1 of each year, and yearly thereafter, the collection and maintenance component of the residential rate shall be adjusted upward or downward to reflect the cost of doing business, measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency. All parties have elected to use the Urban Consumers - All Items Index for the purpose of calculating all CPI adjustments where required by this Agreement. The collection component shall be increased or decreased by eighty percent (80%) of the percentage change in the CPI from the previous March, to March of the year in which the adjustment is effected.

11.03 The disposal rate for roll-off service, for non-processable loads in Exhibit "D," shall be adjusted by a direct pass-through of increases in the per-yard disposal rate charged by the waste management disposal facility. For processable loads, the pass-through will be based on the weight of the load and the tipping fee at the resource recovery facility. Adjustment in the hauling and maintenance components shall be adjusted by the CPI as prescribed in Section 11.02 of this Agreement. Both disposal and hauling charges shall have the fifteen percent (15%) franchise fee added.

11.04 The rates for the collection, monthly maintenance and roll-out components of Regular and Compacted commercial service shall be adjusted as prescribed for the residential rate in Section 11.02 of this Agreement, and the rate of pass-through for disposal shall be \$0.10 per cubic yard plus a fifteen percent (15%) added franchise fee adjustment for each \$1.00 increase in the per-ton tipping fee.

11.05 The rate for other than Saturday and Sunday operation provided at the City residential Waste Transfer Station shall be adjusted as described in Section 11.03 of this Agreement.

11.06 CONTRACTOR may petition CITY for rate adjustments, at reasonable times, on the basis of unusual changes in its cost of doing business, such as, but not limited to, revised laws, ordinances or regulations. The above notwithstanding, effective, June 1st, 2002, CONTRACTOR acknowledges and agrees that for residential rates the cost may only be adjusted once a year (June 1st of each calendar year) in preparation of the adoption of the special assessment for solid waste collection.

11.07 Items requiring special handling or bulky items that cannot be placed into commercial dumpsters shall be collected by CONTRACTOR using rolloff equipment or the use of other equipment as deemed appropriate by CONTRACTOR. Charges for such service shall be based on the rate schedule. If CONTRACTOR is required to use equipment not listed in rate schedule to remove items that require special handling, CITY'S Director of Public Works and CONTRACTOR'S Division Manager shall mutually determine a reasonable rate to be charged for the special service.

Section 12. SPECIAL SERVICES

12.01 Storm and Other Unusual Circumstances.

CONTRACTOR agrees to provide special service to CITY for the collection and removal of garbage and other debris created by unusual circumstances, such as storms, acts of God, and other circumstances, which are not contemplated by other provisions of the Agreement. For these services, CONTRACTOR and CITY shall use the Broward County storm/disaster rate schedule, as amended from time to time, attached hereto and incorporated herein as Exhibit "F". In the event of an emergency, CONTRACTOR is authorized to commence cleanup immediately upon notification from CITY; however, the parties shall meet as soon as possible to establish the services to be provided and the cost therefore.

12.02 Temporary Services of Limited Scope.

(A) CITY and CONTRACTOR agreed that certain circumstances may arise which require temporary services of a limited scope. CITY and CONTRACTOR agree to negotiate the terms and price of such services at the time services are required.

12.03 Special Cleanups.

CONTRACTOR shall collect, at the request of CITY, up to three (3) times each year, at no cost to CITY and at no cost to the residents, at times agreed to by CITY and CONTRACTOR, any and all large items, as provided for in Sections 4.01(c) and 4.04 and Exhibit "B" of this Agreement, which residents wish to discard, excluding garbage and hazardous materials. The placement and method used for this collection will be determined prior to this special collection service by the Director of Public Works and CONTRACTOR and agreeable to both parties.

12.04 City Sponsored Events.

As per the proposal submitted by CONTRACTOR, CONTRACTOR hereby agrees to contribute services to Coral Springs community activities and events, as outlined in Exhibit "A." CITY and CONTRACTOR agree to prepare, prior to October 1 annually, a list of CITY anticipated CITY-supported events requiring services of the CONTRACTOR. CITY and CONTRACTOR agree to coordinate the services to be

provided for each event and CONTRACTOR, in addition to garbage containers, shall provide manpower to organize and operate the providing of solid waste removal and disposal services. CITY acknowledges that CONTRACTOR no longer provides parking lot sweeping or barricade service to its customers, but other services, as listed in Exhibit "A," shall be provided on request. In the event CONTRACTOR re-institutes such service, CITY shall again be provided service as outlined in Exhibit "A."

Section 13. BILLING AND COLLECTIONS/DELINQUENT ACCOUNTS

13.01 Billing and Collections.

(A) Every property owner, tenant, resident, firm or corporation within the City of Coral Springs is required to use the services of CONTRACTOR. Each property owner, tenant, resident, firm or corporation within the City of Coral Springs will be billed by CONTRACTOR, but in no case shall back-billing exceed a six (6) month period of service, except for cases where the person has previously received and paid a bill, and thereafter fails to pay bills for services rendered. CONTRACTOR shall assume responsibility for billing and collection of charges directly from each customer. Any property owner, tenant, resident, firm or corporation of the City of Coral Springs who does not pay for the cost of the services is in violation of municipal ordinances of the City of Coral Springs. CONTRACTOR, as part of its notification to customer, shall inform customer that customer is in violation of the Code of the City of Coral Springs. Failure to give notice shall not relieve or suspend customer's obligation to pay CONTRACTOR and customer's obligation to comply with CITY'S ordinances.

(B) Customers who are moving and terminate garbage service will automatically receive a refund for credit balances greater than \$2.00. CONTRACTOR shall inform customers that they must notify the billing department of CONTRACTOR, either by mail or by phone, when they are moving to provide the last date of service and a forwarding address. Any refunds that are returned undeliverable to CONTRACTOR shall be forwarded to the Florida Department of Revenue.

(C) Prior to the commencement of a new account, CONTRACTOR shall inquire as to whether the person requesting the service is an owner or tenant. If the person requesting service is a tenant, CONTRACTOR must receive and verify the name and address of the owner of the property. If the account is opened by a tenant, CONTRACTOR shall send a notice to the owner informing the owner of the name of the tenant who has opened an account and that, pursuant to the Code of Ordinances of the City of Coral Springs, the owner is responsible for arranging and paying for such services. Therefore, the owner shall be responsible for any and all past due accounts. If required, CONTRACTOR shall use laser scan or a similar service to verify property ownership.

(D) CONTRACTOR shall resolve individually, situations where pick-ups have been missed due to the operational failures of the CONTRACTOR.

(E) CONTRACTOR acknowledges that effective January 1, 2003, CITY will levy and collect special assessments for residential solid waste collection. For the final bill sent by CONTRACTOR to residential customers, CONTRACTOR shall include a notation on the last bill or include a flyer in the bill that advises customers that all future payments for residential solid waste collection will be made through the special assessment as part of the tax bill from the Broward County Tax Collector. In addition, the information shall include a phone number for CITY to be contacted concerning questions related to future payments through the special assessment. CONTRACTOR and CITY shall mutually agree on the method to include this information in the final quarterly bill for residential solid waste collection service. Said cost for the notification to residential customers shall be the responsibility of CONTRACTOR.

13.02 Delinquent Accounts.

(A) CONTRACTOR may place customers on stop-service for failure to pay for garbage service within forty-five (45) days of the billing date.

(B) CONTRACTOR acknowledges that it is CONTRACTOR'S responsibility to collect all past-due amounts owed to CONTRACTOR by customer.

(C) CONTRACTOR and CITY shall meet quarterly to review the status of bad debt collection, delinquency and stop service lists and the current procedures that CITY and CONTRACTOR are jointly using to reduce the amount of uncollected revenue. Changes, as required, to improve the process shall be mutually agreed to by CITY and CONTRACTOR.

13.03 Section 13 of this Agreement shall not apply to residential solid waste collection service accounts effective January 1, 2003. The above notwithstanding, CONTRACTOR shall pursue collection of past due/delinquent accounts for residential service locations with past due balances through December 31, 2002. CITY, together with CONTRACTOR, shall prepare a letter to be sent in reference to said accounts that will, at a minimum, advise the account holders that past due balances are due and owing to CONTRACTOR. The mailing of the letters, including the cost of mailing, shall be the responsibility of CONTRACTOR. In addition for past due accounts through December 31, 2002, CONTRACTOR shall submit a quarterly report to CITY by the 20th day following each quarter, together with payment of any and all franchise fees due CITY.

Section 14. FRANCHISE FEE

14.01 CONTRACTOR shall pay to the City of Coral Springs, as and for a franchise fee, an amount equal to eighteen percent (18%) for all revenue collected from all residential services rendered and an amount equal to fifteen percent (15%) of all revenue collected from all commercial services rendered, pursuant to this Agreement, within the City of Coral Springs. Payment of franchise fee is to be paid to CITY quarterly and in full no later than the 15th day of the second month following each quarter. Effective

January 1, 2003, payment for residential solid waste collection services for residential solid waste collection services shall be made pursuant to Section 10 of this Agreement. Effective January 1, 2003, payment of the franchise fee to CITY from all commercial services rendered shall be paid monthly and in full no later than the 20th day of the month following the end of each month.

Section 15. COMPLAINTS/PERFORMANCE MEASURES

15.01 All complaints shall be resolved within twenty-four (24) hours. CONTRACTOR shall prepare a form, or maintain a register in his local office, on all complaints on a form approved by CITY and indicate the disposition of each. Such records shall be available for CITY inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received, and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday, or on a Saturday after 12:00 noon, it shall be serviced on the next regular working day. Should CITY need to request to review complaint records, CONTRACTOR shall promptly make available to CITY a copy of the complaint record. CONTRACTOR shall provide a summary report of customer complaints on a quarterly basis.

15.02 For valid complaints not corrected within twenty-four (24) hours after notification to CONTRACTOR by CITY, CONTRACTOR shall be assessed a Fifty (\$50.00) Dollar per twenty-four (24) hour period penalty until said complaint is corrected.

15.03 **Performance Measures.** CONTRACTOR acknowledges that quarterly performance measures have been established for the delivery of service for residential and commercial customers as follows:

(A) For residential service, the total number of quarterly valid service complaints per 10,000 services is six (6) complaints; the percentage of quarterly service complaints not resolved within twenty four (24) hours is two percent (2%); and the annual minimum positive customer satisfaction response is ninety-one percent (91%). For the purpose of measuring CONTRACTOR'S performance, a telephonic survey of residential customers shall be performed annually by an independent market research company engaged by CONTRACTOR and approved by CITY. The market research company shall employ acceptable industry standards in order to produce a statistically reliable comparative evaluation of the level of satisfaction of the residents of the City of Coral Springs.

(B) For commercial service, the total number of quarterly valid service complaints per 10,000 services is forty (40) complaints; the percentage of quarterly service complaints not resolved within twenty four (24) hours is two percent (2%); and the semi-annual minimum positive customer satisfaction response is eighty-five percent (85%). For the purpose of measuring CONTRACTOR'S performance, fifty percent

(50%) of the commercial customers shall be surveyed annually through the mail through a minimum six (6) item questionnaire, with said questionnaire being approved by CITY. The results of the first year commercial survey shall serve as the base score for subsequent years of the agreement.

(C) In the event that CONTRACTOR'S performance does not meet the above goals as outlined in this Section of the Agreement within a variance of three percent (3%), CONTRACTOR and CITY shall meet to discuss the reasons for same and determine if any further action is required. CITY and CONTRACTOR may consider implementing the following steps:

(1) CONTRACTOR shall perform an analysis of the survey data for the purposes of determining the reasons for the scores. This analytical report shall serve as the basis for determining what corrective action needs to be taken, including a timetable to complete the required corrective actions.

(2) If at the end of the established time frame for corrective action there is still no improvement, than CONTRACTOR shall initiate a quarterly tracking procedure to count the number of complaints per service type in order to establish a trend analysis.

(3) If CONTRACTOR fails to show improvement in the delivery of services within an agreed upon time frame after the initiating of the tracking procedure, CONTRACTOR shall submit to CITY an extensive action plan that identifies the major problem area together with an appropriate action plan to be approved by CITY. The submission of the Plan and CONTRACTOR'S adherence to the plan shall be monitored by CITY.

15.04 CONTRACTOR agrees to meet quarterly during the months of January, April, July and October to discuss quality performance standards and any other operational issues.

15.05 **Sterling Award Criteria.** CONTRACTOR agrees that it will strive to incorporate the principles, practices, and approaches of the Florida Sterling Council that are consistent with CONTRACTOR'S corporate principles, practices, policies and programs in the management and operation of this Franchise Agreement. In this regard, CONTRACTOR agrees that it will complete annually an application for either the Florida Sterling Council's Sterling Navigator, the Sterling Quality Challenge, or the Governor's Sterling Award program. The City, if requested by CONTRACTOR, will provide assistance in the preparation of this application. It is understood that CONTRACTOR will not be required to incur additional costs or expend any additional resources beyond what is required to submit and process an assessment application as a result of CONTRACTOR'S participation in the Florida Sterling Council program. It is anticipated, by both CONTRACTOR and CITY, that CONTRACTOR will submit an application for the Governor's Sterling Award within the term of this franchise agreement.

Section 16. NOTIFICATION OF CUSTOMERS

16.01 CONTRACTOR shall notify all customers upon commencement of service, or any change thereof concerning complaint procedures, rates, regulations and day(s) of collection, all consistent with this Agreement and upon prior approval of City Manager as to form.

Section 17. ROUTES AND SCHEDULES

17.01 CONTRACTOR shall, upon request, provide the Department of Public Works with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, CONTRACTOR shall notify each customer affected by either (a) direct mail, or (b) door-hangers which the CITY expressly approves for such purpose, and (c) an advertisement prominently displayed in a newspaper of citywide distribution at least once, not less than one week prior to the change. All such changes in routes or schedules will also be immediately communicated to the Department of Public Works.

Section 18. CONTRACTOR'S PERSONNEL

18.01 CONTRACTOR shall assign a qualified person or persons to be in charge of his operations in CITY and shall give the name or names to CITY; information regarding the person's experience shall also be furnished.

18.02 CITY has the right to require that CONTRACTOR'S collection employees wear clean uniforms or shirts bearing the Company's name.

18.03 Each employee shall, at all times, carry a valid Florida driver's license for the type of vehicle he or she is driving.

Section 19. TRANSFER STATION

19.01 CONTRACTOR shall provide for the Solid Waste Disposal needs of the Coral Springs City municipal operations, by providing roll-off containerized service at a location to be prepared by CITY. Empty containers shall be made available at all times to allow continuous disposal by CITY municipal elements. This service shall be provided free of charge to CITY.

19.02 CONTRACTOR shall provide containerized refuse acceptance service for residents of CITY, at a site, fenced and secured by CITY, located at the intersection of 127th Avenue and Wiles Road in the Park of Industry or such other locations as may be determined by CITY. The site shall be maintained, operated, and manned by CONTRACTOR personnel, and will receive waste from City of Coral Springs residents, upon showing valid proof of residency (valid Florida driver's license or other identification acceptable to CITY and CONTRACTOR), between the hours of 8:00 A.M.

to 5:00 P.M. each Saturday and Sunday. This service shall be provided free of charge to CITY. Waste will be accepted only from non-commercial cars, passenger vans (no larger than nine (9) person capacity, pickup trucks (with a bed no larger than four (4) feet by eight (8) feet), and trailers with beds no larger than four (4) feet by eight (8) feet by three (3) feet deep. Vehicles rented by residential property owners and hauling residential trash will also be accepted, subject to a screening process to be agreed upon by both CONTRACTOR and CITY'S Director of Public Works. Empty containers will be available at all times to allow continuous disposal during hours of operation. Provisions will be made to accept all items generated in and around the homes of residents, except garbage, hazardous waste, flammables, explosives, radioactive materials, liquid waste, body waste, dead animals, and abandoned vehicles and vehicle parts. Construction materials from significant renovation or repair projects are also excluded. CONTRACTOR may use roll-off containers, or forty (40) cubic yard compactor containers. Cost of installation and operation of compactors, if used, shall be the responsibility of CONTRACTOR.

19.03 CONTRACTOR personnel shall be responsible for cleaning the area in the vicinity of the residential refuse acceptance containers, and for pickup and removal of any litter which is deposited on the public right-of-way within one hundred (100) feet of the transfer station, during the days of CONTRACTOR operation.

19.04 If determined necessary by the City Commission, these services may be expanded to include additional days at no cost to CITY, except for hauling and disposal costs as provided in Exhibit "D".

19.05 CONTRACTOR'S employees located and working at CITY-owned Waste Transfer Station shall, at all times, be considered employees of CONTRACTOR, to be paid by CONTRACTOR, and to be covered under Worker's Compensation Insurance provided by CONTRACTOR. CONTRACTOR'S employees shall, at no time, be considered employees of the CITY and shall have no claims against CITY'S Worker's Compensation Insurance Policy. CONTRACTOR'S employees shall, at all times, wear uniforms provided by the CONTRACTOR.

19.06 CONTRACTOR shall be responsible for obtaining, at his own expense, any permits required for siting and operation of the Waste Transfer Station service facility.

19.07 CONTRACTOR acknowledges that CONTRACTOR is responsible for the direct payment of the monthly expense of providing electrical service, or any other utility, to the transfer station site as it relates to the operation of the facility by CONTRACTOR.

19.08 In the event of a pending hurricane, CITY and CONTRACTOR shall determine the feasibility of opening the transfer station to accommodate residents who generate trash and bulky items as part of their pre-storm clean-up activities. Extension of the hours of operation shall be based on the anticipated landfall of the storm and its

anticipated intensity. Full consideration shall be given to the safety of the transfer station personnel, the residents and vehicular traffic in and around the station. At a minimum, CONTRACTOR shall place fifteen-yard roll offs outside the gate.

19.09 CONTRACTOR will open the Waste Transfer Station for operation on holidays, upon the written request from CITY, for the following holidays: Martin Luther King, Jr. Day, Presidents' Day, Memorial Day and Labor Day. CITY shall provide at least a forty-five (45) calendar days notice to CONTRACTOR via facsimile or regular mail. CONTRACTOR shall be required to post a notice at the entrance of the Waste Transfer Station to announce the expanded schedule at least thirty (30) calendar days prior to the designated holiday. There shall be no charge to CITY for this holiday collection.

19.10 CONTRACTOR shall provide, at no additional charge, a commercial dumpster for the purpose of storage and transportation of recycling cardboard delivered by the residents to the Waste Transfer Station.

19.11 CONTRACTOR shall provide a separate area at the Transfer Station for one City-owned recycling roll-off for commingled materials and one Waste Management container for newspapers and magazines to be placed and used by the public on the weekends. There shall be no charge to CITY for hauling and disposal of recyclable materials.

19.12 Study of Transfer Station Usage: CONTRACTOR, at its option, may complete a study aimed at identifying the prime time usage of the Transfer Station. If completed, the study shall cover a consecutive three-month period to be agreed to by the parties. CONTRACTOR shall notify, in writing, CITY'S Director of Public Works prior to the commencement of the study. CONTRACTOR and CITY acknowledge that said study does not commit CITY to reduce the operation hours at the Transfer Station; however, CITY will review the results at the completion of the study and determine the appropriate action.

Section 20. SERVICES, DUTIES AND RESPONSIBILITIES OF CONTRACTOR FOR RECYCLING

20.01 CITY hereby retains CONTRACTOR to conduct a comprehensive recycling program, to include weekly recycling services for all single family, multifamily and low density residential units. Recycling services shall run concurrent with the solid waste collection services for the residences.

20.02 CONTRACTOR agrees to provide to CITY the work and services necessary to conduct the recycling program subject to the terms and conditions in this Agreement. In this regard, CONTRACTOR shall:

- (A) For single family and low density residential units, collect the newspapers, and cardboard (OCC) in one pile and collect aluminum, steel and bimetal cans, clear glass, green glass, brown glass, plastics 1, 2 and 3 and aseptic containers in a

single separate bin (food containers should be rinsed). All recyclable materials must meet the current standards of the processing center. Cardboard shall not exceed 36" X 36" in size and it shall be flat and bundled.

- (B) For multifamily units, collect the newspapers and telephone books (during designated periods of the year) in one cart and collect aluminum, steel and bimetal cans, clear glass, green glass, brown glass, plastics 1, 2, and 3, and aseptic containers in a separate single cart (food containers should be rinsed). All recyclable materials must meet the current standards of the processing center.
- (C) Collect additional recyclable materials which may be added to the program depending on market conditions, market accessibility and CITY interest.

In the event that CITY chooses to add additional recyclable materials, CITY and CONTRACTOR agree to negotiate for a period of up to ninety (90) calendar days to add those to this Agreement. If, at the end of the ninety(90) calendar day period, no agreement has been reached, CITY shall have the absolute discretion to seek other bids or proposals for additional recyclable materials only.

- (D) Provide sufficient recycling collection vehicles for use in the program.
- (E) Deliver to each single family and low density residential unit one (1) container furnished by CONTRACTOR for the accumulation and commingled storage of aluminum, steel and bimetal cans, clear glass, green glass, brown glass, plastics 1, 2, and 3 and aseptic containers. The container shall be placed at the curb by customer for pickup. The newspapers and cardboard (OCC) shall be placed on top of or to the side of the container. Newspapers and cardboard shall be flattened and piled and shall be bundled by the customer in accordance with the requirements of the Processing Center.
- (F)
 1. Deliver to each multifamily residential complex a minimum of one (1) rollaway cart furnished by the City for newspaper and phone books (when applicable) and two (2) rollaway carts for the commingled collection of aluminum, steel and bimetal cans, clear glass, green glass, and brown glass, plastics 1, 2, and 3, and aseptic containers. Carts shall be located inside the dumpster enclosure, space permitting; otherwise, carts shall be located next to the dumpster enclosure.
 2. Additional carts may be added to the multifamily residential complexes to handle the overflow of materials, upon request by the property owner or his designee, subject to approval by CITY after the discussions with CONTRACTOR. However, the maximum number of carts serviced shall not

exceed a Citywide ratio of one cart for every eight (8) multifamily residential units.

3. Service the recycling rollaway carts at each of the multifamily complex locations once per week (or additional one time per week where number of carts required to effectively serve a complex is limited due to space constraints. This determination shall be made jointly by CITY and CONTRACTOR. After such determination, CONTRACTOR and CITY shall negotiate an equitable price for the extra service. The Director of Public Works shall approve said fee.

- (G) Service the container at each single family, multi-family and low density residential unit once per week. Service, in this context, means collecting and emptying the recyclable materials and taking the recyclable materials to the processing center. CONTRACTOR shall notify the single family, multifamily and low density residential units and CITY of the day of pickup. For single family and low density units, pickup shall be on one of the two regularly scheduled solid waste collection days.
- (H) Remove any visible contaminated materials at curbside when practicable or refuse to empty the recycling bin or cart whenever nonconforming materials are included in the container. CONTRACTOR shall tag the container to properly inform property owner or his designee, requesting corrective action regarding the contaminated material.
- (I) Notify CITY if any irregularity, other than contamination, occurs which prohibits CONTRACTOR from performing the services required by this Agreement.
- (J) Distribute the containers and carts to all single family, multifamily and low density residential unit locations. CONTRACTOR shall distribute the container to the door step of the single family and low density residential unit.
- (K) CITY shall maintain a list of single family and low density residences requesting containers for new recycling service. Said list shall be provided to CONTRACTOR on a weekly basis for delivery of container. CONTRACTOR shall substitute a new container for a damaged, lost or stolen container, which shall be delivered by the CONTRACTOR to the single family or low-density residential unit location. Containers shall be delivered within five (5) working days of notification from CITY.
- (L) Assemble the rollaway carts and distribute the carts to all multifamily complexes. CONTRACTOR shall also apply stickers to the carts to identify the type of recyclables to be placed in each cart.

- (M) When it has been determined that a cart is damaged beyond repair, CONTRACTOR shall substitute a new cart for the damaged cart, which shall be delivered by the CONTRACTOR to the multifamily complex.
- (N) 1. Undertake and be responsible for maintenance of the rollaway carts. Maintenance includes, but is not limited to, the repair or replacement of lids, wheels, axles, stop-bars and handles. All expenses related to maintenance shall be the responsibility of CONTRACTOR. CONTRACTOR will re-decal carts when necessary and/or add new decals to carts describing the expanded list of recyclable materials to be placed in each cart.
2. CONTRACTOR shall submit all warranty claims to Toter, Inc., (or such other cart provider as designated by CITY which must provide the same or similar carts including construction traits, reliability, and warranty coverage) on behalf of CITY. All claims must be submitted on CONTRACTOR'S letterhead and reference the City of Coral Springs. All warranty claims must include the cart serial number, description of damage and date taken out of service. A copy of the warranty claim shall be simultaneously submitted to CITY. All warranty claims shall be submitted to Toter, Inc., 841 Meacham Road, P.O. Box 5308, Statesville, NC 28677 - Attention: Customer Service Department.
- (O) 1. Service one (1) CITY owned thirty (30) yard roll-off container for recyclable materials, located at the Westside Maintenance Complex, 4181 N.W. 121st Avenue or such alternate location as may be designated by the City.
2. At a date and location agreed upon between the CONTRACTOR and CITY, once each year CONTRACTOR shall provide at least one (1) forty (40) yard enclosed roll-off containers for telephone book recycling at no charge to the City.
- (P) Provided at no charge to CITY: (1) servicing of carts for program materials placed inside or near the dumpster enclosure at CITY facilities, and (2) servicing of a roll-off container for aluminum beverage cans during and after CITY-sponsored not-for-profit activities and events, such as, but not limited to the "Our Town" celebration.
- (Q) If a missed pickup is reported to CONTRACTOR by CITY or the resident/manager, collect the recyclable materials from such location by the next business day after such notification. Missed pickup does not include where CONTRACTOR refused to empty containers with contaminated material pursuant to paragraph (H) of this section.
- (R) Transport all the recyclable materials collected by CONTRACTOR to the fully licensed recyclable processing center. The compensation paid to CONTRACTOR hereunder is based upon delivery of recyclable materials to the

Material Recovery Facility in Davie, Florida or such other alternate processing center so long as the distance to the alternate processing center is equal to or less than a twenty-five (25) mile radius from Coral Springs City Hall.

- (S) Designate a representative authorized to act and render decisions promptly and on its behalf concerning this Agreement.
- (T) Notify CITY immediately should the processing center refuse to accept a recyclable material or load and identify an alternative processing center for disposal, if one is available. CITY shall designate person(s) to be notified. CITY shall be responsible for the cost to CONTRACTOR for rejected material or loads.
- (U) CONTRACTOR shall be responsible for billing for recycling services concurrent with the solid waste collection services as set forth in Section 13 of this Agreement.
- (V) The parties acknowledge and agree that pursuant to sections 20.02 (E), 20.02 (K) and 20.02 (P) of this Agreement CONTRACTOR is responsible for the replacement of damaged, lost and stolen recycling bins and carts for single family and low-density residential and multi-family residential. Cost to CONTRACTOR for the replacement of recycling bins and carts shall not exceed twenty thousand and 00/100 dollars per calendar year which shall be adjusted upward or downward to reflect the cost of doing business, measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency. All parties have elected to use the Urban Consumers - All Items Index for the purpose of calculating all CPI adjustments where required by this Agreement. The collection component shall be increased or decreased by eighty percent (80%) of the percentage change in the CPI from the previous March to March of the year in which the adjustment is effected.

Section 21. SERVICES, DUTIES AND RESPONSIBILITIES OF CITY FOR RECYCLING

CITY shall:

21.01 Purchase the required amount of plastic containers and 96 gallon rollaway carts to implement the recycling program. Said containers may be purchased from CONTRACTOR, provided all CITY requirements for purchasing have been met by CITY.

CITY shall purchase the decals identifying the types of recyclable materials to be placed in each rollaway cart. Should CITY'S program add additional recyclable materials in the future, CITY shall be responsible for obtaining new decals.

21.02 Replace all irreparable, lost or stolen containers. CITY shall be responsible to record request from resident to replace container due to irreparable damage, loss or theft. CITY shall authorize CONTRACTOR to provide replacements on a weekly basis upon receipt of list from CITY.

21.03 Reimburse CONTRACTOR, on a quarterly basis, for the actual costs, without any multipliers of any kind, incurred by CONTRACTOR in transporting the materials, if it is necessary to transport the materials to a processing center other than the Material Recovery Facility in Davie, Florida, and if the alternate processing center is greater than a twenty-five (25) mile radius of Coral Springs City Hall.

21.04 Cooperate with CONTRACTOR in the carrying out of the work herein and assign a staff member for liaison purposes with CONTRACTOR and other departments.

Section 22. PROCEDURES FOR PROCESSING MATERIALS, REMOVING CONTAMINANTS OR REJECTING LOAD

22.01 Drop Off Sites: In the event a container from a designated drop off site is identified as contaminated to the extent that the Processing Center will not accept recyclable materials, CONTRACTOR shall properly dispose of said contaminated container.

22.02 The following procedures shall be utilized when CONTRACTOR is required to sort and remove contaminated materials from the recyclable materials collected pursuant to this Agreement:

- (A) Driver for CONTRACTOR will obtain scale ticket.
- (B) CONTRACTOR shall notify CITY of any contaminated or rejected loads.
- (C) CONTRACTOR shall cooperate with CITY and the operator of the Material Recovery Facility regarding procedures to handle contamination or rejected loads. Should such procedures require CONTRACTOR to incur additional expense or lost time, CITY shall be responsible for such additional expense or lost time. CONTRACTOR and CITY shall cooperate to notify each other of new procedures and anticipated or actual expense increases.

22.03 The following schedule of charges shall apply:

- (A) Contamination removal rate - The rate as set by Broward County and/or the Processing Center.
- (B) Transportation fee for CONTRACTOR to take rejected loads to Resource Recovery Plant from Processing Center - One Hundred Fifty (\$150.00) Dollars

per load; transportation fee to take rejected loads from City to Resource Recovery Plant. CONTRACTOR shall submit an invoice to CITY monthly.

- (C) Disposal charge shall be the cost to dispose of the material at the Broward County Resource Recovery Facilities.
- (D) Demurrage fee - It is understood by the parties that part of the service provided by CONTRACTOR is to deliver recyclable materials to the Processing Center and drop off the materials. In the event that the wait at the Processing Center exceeds an average of twenty (20) minutes of time during any thirty (30) calendar day period to weigh the truck and unload the materials, CONTRACTOR shall request CITY to coordinate with Broward County in an attempt to decrease waiting time. Nothing precludes CITY and CONTRACTOR from negotiating an appropriate charge should the Processing Center continue to require an average wait time of over twenty (20) minutes. Said fee shall be effective upon the approval of both parties by a written amendment to this Agreement.

22.04 CONTRACTOR shall notify CITY of procedures for processing materials, removing contaminants or rejecting loads, and associated costs, if facility other than Material Recovery Facility in Davie, Florida has to be utilized. In the event CITY directs CONTRACTOR to another processing center, CITY shall be responsible for finalizing the new procedures and costs. CONTRACTOR agrees to cooperate with CITY in the implementation of the new procedures.

Section 23. EXCLUSIVE FOR CURBSIDE AND MULTIFAMILY RECYCLING

23.01 Both CONTRACTOR and CITY agree that this Agreement provides exclusivity to CONTRACTOR for the collection of newspapers, cardboard (OCC), aluminum, steel and bimetal cans, clear glass, green glass, brown glass, plastics 1,2, and 3 and aseptic containers at single family, multifamily and low density residential units.

Section 24. ACKNOWLEDGMENT

24.01 Both CONTRACTOR and CITY acknowledge that Broward County has an agreement with Browning Ferris Industries to operate a materials recovery facility (MRF) with the intent of assisting local governments in achieving the goal of recycling thirty (30%) percent of solid waste materials.

Section 25. PUBLIC RELATIONS (RECYCLING)

25.01 CONTRACTOR acknowledges that CITY may promote the Coral Springs recycling program. CONTRACTOR will cooperate in the implementation of promotional activities. CONTRACTOR shall provide mailing labels to assist in public education of single and multifamily residences.

Section 26. OWNERSHIP OF RECYCLABLE MATERIALS

26.01 Upon delivery of recyclable materials from CITY'S residents to the Processing Center, Processing Center shall take title to same and shall be solely responsible and legally liable for transportation and sale or disposal of those materials collected. This Agreement establishes no other rights to recyclable materials except as expressly provided herein.

26.02 All revenues from sale of all recyclables pursuant to the terms and conditions under this Agreement shall accrue to the City.

Section 27. RATES AND PAYMENT (RECYCLING)

27.01 Rates and Payment: The rate charged by CONTRACTOR for providing recycling services to single family, multi-family and low density residential units shall be based on a per-unit cost. Recycling charges for the residential units shall run concurrent with garbage bills. Effective January 1, 2003 the rates for recycling for residential solid waste collection accounts will be included as part of the special assessment for service.

27.02 The rate charged by CONTRACTOR for providing recycling services to multifamily residential units shall be based on a per-unit cost per month. The per-unit cost shall apply to the total number of units in the multifamily complex regardless of occupancy. Recycling charges for multifamily residential units shall run concurrent with garbage bills.

27.03 The monthly charge shall be adjusted each June 1st during the term hereof, pursuant to section 11.06 of this Agreement, in an amount equal to eighty percent (80%) of the increase or decrease, if any, in the Urban Wage Earners Consumer Price Index, for the twelve month period ended the previous March 30th. Effective with the special assessment to be implemented for the period beginning January 1, 2003, CONTRACTOR acknowledges that said monthly charges are to be included in the special assessment.

Section 28. TERMINATION

28.01 City Commission, with cause, may terminate this Agreement, in whole or in part, as follows:

(A) City Commission shall have the option of (i) immediately terminating the Agreement, in accordance with the procedure set forth below, or (ii) notifying CONTRACTOR of a deficiency in performance with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

(B) City Commission's determination as to cause to terminate this Agreement shall be within the full and complete discretion of City Commission, but shall not be

arbitrary or capricious and shall be made only after forty-eight (48) hours' written notice of the time and place of the public hearing and the recommendation of the City Administration. At the public hearing, the City Administration shall present its recommendation, CONTRACTOR shall have an opportunity to be heard on the issues presented and then the City Administration shall have an opportunity to present any other information in support of their recommendation. After the public hearing, and upon due deliberation, City Commission shall decide whether or not cause exists to terminate this Agreement and shall notify CONTRACTOR of such termination, with instructions as to the effective date of termination or the stage of work at which the Agreement shall be terminated.

(C) In the event of any termination by CITY, pursuant to this paragraph, CITY shall have all legal remedies available to it.

Section 29. RIGHT TO REQUIRE PERFORMANCE

29.01 The failure of CITY, at any time, to require performance by CONTRACTOR of any provision hereof shall in no way affect the right of CITY thereafter to enforce same; or shall waiver by CITY of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of any provision itself. In the event of a breach of any part of this Agreement by CONTRACTOR, CITY shall, among other remedies available under the law, have the legal remedy of specific performance in order to enforce the provisions of this Agreement to prevent any interruption of service to the residents of CITY.

Section 30. PERMITS AND LICENSES

30.01 CONTRACTOR, at its sole cost and expense, shall maintain, throughout the term of the Agreement, all permits, licenses and approvals necessary or required to perform the work and services described herein and maintain said permits and licenses in full force and effect.

Section 31. PERFORMANCE BOND

31.01 CONTRACTOR shall deliver to CITY within fifteen (15) days after the Notice of Award and shall thereafter maintain in effect throughout the term of the Contract a bond in the amount of one million dollars (\$1,000,000.00). The bond shall be executed by CONTRACTOR as principal, and by a surety company authorized to do business in the State of Florida as a surety with the following qualifications as to financial size and financial stability: The company must be rated no less than class "B+" as to financial stability in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858, if the surety is rated as a licensed carrier by A.M. Best Insurance. The surety shall hold a current certificate of authority as an acceptable surety in accordance with the United States Department of Treasury Circular No. 570. The bond shall be conditioned upon full

performance by CONTRACTOR of all of the terms of the Contract. The bond must be approved as to form by CITY.

Section 32. INSURANCE

32.01 Prior to Award and in any event prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required.

32.02 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of CONTRACTOR engaged in work under the Contract in accordance with the laws of the State of Florida. CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$5,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$5,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U).

- (d) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by Successful Offerer in the performance of the work with the following minimum limits of liability:

\$3,000,000 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

32.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT.

Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

32.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

32.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

32.06 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

Section 33. INDEMNIFICATION

33.01 **GENERAL INDEMNIFICATION**: CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Contract, specifically including but not limited to those caused by or arising out of (a) any act, omission or default of CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the goods and/or services under the Contract; (b) any and all bodily injuries, sickness, disease or death; (c)

injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) the use of any improper materials; (e) a defective condition in any goods provided pursuant to the Contract, whether patent or latent; (f) the violation of any federal, state, county or municipal laws, ordinances or regulations by CONTRACTOR, his subcontractors, agents, servants, independent contractors or employees; (g) the breach or alleged breach by CONTRACTOR of any term, warranty or guarantee of the Contract. This indemnification shall not apply to the acts, omissions or defaults caused by the CITY, its employees, or agents.

33.02 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees), paralegal expenses, and costs.

33.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

Section 34. BOOKS AND RECORDS

34.01 (A) CONTRACTOR shall keep, at the local office, records of wastes collected and charges therefore, and CITY shall have the right to review those records. CONTRACTOR shall maintain a record of pulls from the transfer station and roll offs provided for general City use provided as a free service to the City. Records shall be maintained for four (4) years from the close of CONTRACTOR'S fiscal year. CONTRACTOR shall make all required records available for review, inspection, audit and copying, as required pursuant to Florida law, at reasonable times during regular business hours.

(B) CONTRACTOR shall maintain adequate records for CITY. In addition, CONTRACTOR shall maintain records that enable CITY to have access to all books and records related to CONTRACTOR providing the required services under this franchise agreement. CONTRACTOR acknowledges that it is important to provide records which enable CITY to audit and which properly account for monies billed, collected, and outstanding balances due for each service and the allocation of the franchise fees due CITY and such records shall be made available to CITY. For purposes of this section "books and records" shall be read expansively to include information in whatever format stored. Books and records shall be produced to CITY at City Hall, except by agreement of the parties.

(C) If any books and records are too voluminous, or for security reasons cannot be copied and moved, CONTRACTOR may request that the inspection take place at some location mutually agreed to by CITY and CONTRACTOR, provided that

CONTRACTOR must make necessary arrangements for copying of documents selected by CITY for review. In addition, CONTRACTOR must pay all travel and additional copying expenses incurred by CITY in inspecting those documents or having those documents inspected by its designee.

Section 35. POINT OF CONTACT

35.01 All dealings, contacts, notices, etc., between CONTRACTOR and CITY shall be directed by CONTRACTOR to the Director of Public Works, City of Coral Springs, Florida, and by CITY to the designated representative(s) of CONTRACTOR.

Section 36. INDEPENDENT CONTRACTOR STATUS

36.01 CONTRACTOR is and shall at all times remain as to CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its officers, agents or employees shall have control over the conduct of CONTRACTOR nor any of CONTRACTOR'S employees except as expressly set forth herein. CONTRACTOR shall not at any time nor in any manner represent that it or any of its agents or employees are in any way agents or employees of the City.

Section 37. COMPLIANCE WITH APPLICABLE LAWS

37.01 CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

37.02 CONTRACTOR specifically warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

37.03 For the breach or violation of this Paragraph, City Commission shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Section 38. ASSIGNMENT PROHIBITED

38.01 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstance, by CONTRACTOR without the prior written consent of the City, which consent shall not be unreasonably withheld. However,

this Agreement shall run to CITY and its successor or assigns without limitation. In the event of an assignment, CONTRACTOR, as assignor, shall irrevocably guarantee the due exercise of all its obligations to the other party and shall indemnify the other party against all costs, legal and otherwise, incurred in ensuring that the party to whom this Agreement is assigned complies fully with the terms and conditions of this Agreement.

Section 39. INSOLVENCY

39.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 40. VENUE

40.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, paralegal expenses, interest and taxable costs.

Section 41. GOVERNING LAW

41.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 42. ENTIRE AGREEMENT

42.01 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, and 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. 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 as 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.

Section 43. CONSTRUCTION

43.02 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words

used in any gender shall extend to and include all genders.

Section 44. SEVERABILITY

44.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 45. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

45.01 During the performance of the Contract, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex 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. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Section 46. FORCE MAJEURE

46.01 Neither CONTRACTOR nor CITY shall be liable for the failure to perform its duties if such failure is caused by a riot, war, governmental order or regulation, strike, act of God, or other similar or different contingency beyond the reasonable control of CONTRACTOR or CITY.

Section 47. NOTICES

47.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by certified mail, return receipt requested, to the following persons and addresses, unless otherwise specified herein:

CITY: Director of Public Works
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

COPY TO: City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

CONTRACTOR: Market Vice President
Waste Management Inc. of Florida
2700 Northwest 48th Street
Pompano Beach, Florida 33073

COPY TO: General Counsel
Waste Management, Inc. of Florida
2700 Northwest 48th Street
Pompano Beach, Florida 33073

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NOTE: As designated in section 4.01(F), the units identified for low density multi-family residential (Exhibit E), which receive residential collection services, may be updated by CITY as required.

EXHIBIT A

Support to Coral Springs Community Activities and Events

CONTRACTOR shall contribute to City sponsored not-for-profit activities and events, such as, but not limited to, the "Our Town" celebration. These services include:

- (A) Waste collection and disposal;

In addition to the above designated service, should the following services be provided by CONTRACTOR, they will also be included:

- (A) Parking lot sweeping;
- (B) Modular trailer units; and
- (C) Traffic barricades and safety equipment.
- (D) Portable sanitary facilities; and
- (E) Financial sponsorship.

Nothing precludes CONTRACTOR from also providing manpower to help organize and operate any of the events.

EXHIBIT B

Definition of Special Waste

1. "Special Waste" means any waste, from a non-residential source, meeting any of the following descriptions:
 - a. A containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.)
 - b. A waste transported in a bulk tanker
 - c. A liquid waste
 - d. A sludge waste
 - e. A waste from an industrial process
 - f. A waste from a pollution control process
 - g. Residue and debris from the cleanup of a spill or release of chemical substances, commercial products or waste listed in a.-f. or h.
 - h. Contaminated soil, water, residue, debris and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation or disposal of wastes listed in a.-g.

2. "Miscellaneous Special Waste." Any waste meeting the descriptions which follow is a "special waste," but is referred to as "miscellaneous special waste."
 - a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, debris from lab spills or cleanup and floor sweepings.)
 - b. Articles, equipment and clothing containing or contaminated with poly-chlorinated biphenyls (PCB'S). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc. NOTE: PCB solids, semi-solids or liquids delivered in bulk or drums are not "miscellaneous special waste," but are "special waste.")
 - c. "Empty" containers of waste commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. 261.7.)

- d. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc. NOTE: asbestos-bearing industrial process waste is a "special waste," but not a "miscellaneous special waste.")
- e. Commercial products or chemicals: off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the market place by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
- f. Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous special waste. (NOTE: residue and debris from spills or releases not meeting this definition are "special waste," not "miscellaneous special waste.")
- g. Waste from a medical practitioner, hospital, medical clinic, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal testing laboratory. (This includes any waste produced at these facilities, except residue from incinerators, septic tank pumpings or wastewater treatment sludges which are all "special wastes," but not "miscellaneous special wastes." NOTE: discarded chemicals from the above facilities should be treated as "chemical waste from a laboratory," as provided in subsection 2.a., above.)
- h. Animal waste and parts from slaughterhouses or rendering plants. (This excludes wastes from fur or leather products manufacturers, which are "special wastes.")
- i. Waste produced by the mechanical processing of fruit, vegetables or grain. (This includes such wastes as rinds, hulls, husks, pods, shells and chaff. Food processing wastes which are aqueous or sludges, or which have been contaminated with dyes, additives or preservatives are "special waste," but not "miscellaneous special waste.")
- j. Pumpings from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels.)
- k. Sludge from a publicly owned sewage treatment plant serving primarily domestic users (i.e., with no substantial industrial or chemical influent).
- l. Grease trap wastes from residences, restaurants or cafeterias not located at industrial facilities.
- m. Washwater wastes from commercial car washes. (NOTE: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck.)

- n. Wastewater wastes from commercial laundries or laundromats. (NOTE: this does not include waste from a dry-cleaning facility or waste from a commercial laundry used by an industry to wash chemical-contaminated clothing from its workers; such wastes are "special wastes.")
- o. Chemical-containing equipment removed from service. (Examples: cathode ray tubes, batteries, fluorescent light tubes, etc.)
- p. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process. (NOTE: chemicals or wastes removed or drained from such equipment or facility are "special wastes.")
- q. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

EXHIBIT “C”
CURBSIDE AND MULTIFAMILY RECYCLING SERVICES
DEFINITIONS

Commingled Materials: Cardboard (OCC) and newspaper in one pile and all other recyclable materials (which are now or hereinafter added to the program) in a separate bin.

Contamination: The existence of any material or substance on or contained in program recyclables that would result in failure to meet required specifications for recyclables as required by the Processing Center.

Contamination fee: Fee charged to sort out contaminated materials from recyclable materials.

Demurrage Fee: Fee charged for waiting time at the Processing Center.

Disposal charge: Current tipping fee at the Resource Recovery Plant that is charged for disposal of rejected recyclables delivered to the Resource Recovery Center from the Processing Center.

Processing Center: A facility that receives and processes separated or mixed recyclable material and stores recovered material prior to shipment to market.

Processing fee: Tipping fee imposed by a processing center to handle recyclables.

Single family and low density residential units: For the purposes of this Agreement, these are defined as residential units which have side door or rear door service and utilize a can for garbage service.

Multifamily residential units: For the purposes of this Agreement, multifamily residential units shall be defined as residential complexes which utilize a dumpster for garbage service.

EXHIBIT “D”

RATE SCHEDULE - INCLUSIVE OF FRANCHISE FEE

For services required to be performed under this Contract, the charges shall be as follows:

FRANCHISE FEE

CONTRACTOR shall pay to the City of Coral Springs as and for a franchise fee, the amount equal to eighteen (18%) percent for residential and fifteen (15%) for commercial of all revenue collected from all sources (except for Recycling and the CITY) for services rendered, pursuant to this Agreement, within the City of Coral Springs.

RESIDENTIAL RATES

ALTERNATE 1: PREMIUM SERVICE LEVEL

The monthly residential rate, per dwelling unit, for back/side door and excess pickup, as prescribed in the Franchise Agreement, shall be the sum of the collection (including transportation) component, disposal component, and franchise fee as shown below.

Collection	\$ <u>4.46</u> per month, per dwelling unit
Disposal	\$ <u>7.53</u> per month, per dwelling unit
Franchise Fee	\$ <u>2.16</u> per month, per dwelling unit
Total Rate	\$ <u>14.15</u> per month, per dwelling unit

COMMERCIAL RATES

Regular Service

Monthly Service Rate (\$)

Per Weekly Pickup

Container Size (Cu Yds)	Collection (\$)	Disposal (\$)	Franchise Fee (\$)	Total (\$)
2	\$ 45.38	\$ 31.18	\$ 11.48	\$ 88.04
3	\$ 68.07	\$ 46.76	\$ 17.22	\$132.05
4	\$ 90.76	\$ 62.35	\$ 22.97	\$176.08
6	\$136.14	\$ 93.53	\$ 34.45	\$264.12
8	\$181.51	\$124.70	\$ 45.93	\$352.14

Container Size (Cu Yds)	Franchise Fee \$	Monthly Maintenance Charge (\$)	Total \$
2	\$ 2.89	\$ 19.25	\$ 22.13
3	\$ 3.25	\$ 21.67	\$ 24.92
4	\$ 3.61	\$ 24.07	\$ 27.68
6	\$ 4.33	\$ 28.88	\$ 33.21
8	\$ 4.69	\$ 31.28	\$ 35.97

ROLL-OUTS

	Franchise Fee \$	Rate	Total \$
<u>Short Roll Out</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The movement of the container from a stationary position to the vehicle at a length not to exceed 20 feet over a paved level surface by a single individual. The operator is required to return the empty container back to its original location.

	Franchise Fee \$	Rate	Total \$
<u>Long Roll Out</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

The movement of a container from a stationary position to the vehicle at lengths in excess of 20 feet but not to exceed 75 feet or the movement of the container over non-level or non-paved surfaces.

	Franchise Fee \$	Rate	Total \$
<u>Casters</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

Compacted Rates, per Pick Up (\$)

Container Size (Cu Yds)	Collection (\$)	Disposal (\$)	Franchise Fee (\$)	Total (\$)
2	\$ 41.92	\$ 28.80	\$ 10.61	\$ 81.33
3	\$ 62.88	\$ 43.20	\$ 15.91	\$121.99
4	\$ 83.84	\$ 57.60	\$ 21.22	\$162.66
6	\$125.76	\$ 86.40	\$ 31.82	\$243.98

Roll-Off Rate Schedule

Non-Process able Loads

<u>Hauling</u>	<u>Disposal Rate</u>	<u>Franchise Fee \$</u>	<u>Total</u>
10 yd. Delivery	<u>\$ 34.27</u>	<u>\$ 5.14</u>	<u>\$ 39.41</u>
(10 yd. Mtce/Day)			
01-30 Days	<u>\$ 69.82</u>	<u>\$ 10.47</u>	<u>\$ 80.29</u>
Over 30 days	<u>\$103.13</u>	<u>\$ 15.47</u>	<u>\$118.60</u>
10 yd. Pull	<u>\$130.00</u>	<u>\$ 19.50</u>	<u>\$149.50</u>
15 yd. Delivery	<u>\$ 34.27</u>	<u>\$ 5.14</u>	<u>\$ 39.41</u>
(15 yd. Mtce/Day)			
01-30 Days	<u>\$ 69.82</u>	<u>\$ 10.47</u>	<u>\$ 80.29</u>
Over 30 days	<u>\$103.13</u>	<u>\$ 15.47</u>	<u>\$118.60</u>
15 yd. Pull	<u>\$130.00</u>	<u>\$ 19.50</u>	<u>\$149.50</u>
20 yd. Delivery		<u>\$ 6.68</u>	<u>\$ 51.20</u>
(20 yd. Mtce/Day)			
01-30 Days	<u>\$ 69.82</u>	<u>\$ 10.47</u>	<u>\$ 80.29</u>
Over 30 days	<u>\$103.13</u>	<u>\$ 15.47</u>	<u>\$118.60</u>
20 yd. Pull	<u>\$130.00</u>	<u>\$ 19.50</u>	<u>\$149.50</u>
30 yd. Delivery	<u>\$ 44.52</u>	<u>\$ 6.68</u>	<u>\$ 51.20</u>
(30 yd. Mtce/Day)			
01-30 Days	<u>\$ 69.82</u>	<u>\$ 10.47</u>	<u>\$ 80.29</u>
Over 30 Days	<u>\$103.13</u>	<u>\$ 15.47</u>	<u>\$118.60</u>
30 yd. Pull	<u>\$130.00</u>	<u>\$ 19.50</u>	<u>\$149.50</u>
40 yd. Packers	<u>\$195.12</u>	<u>\$ 29.27</u>	<u>\$224.39</u>
Disposal (per yd.)	<u>\$ 6.85</u>	<u>\$ 1.03</u>	<u>\$ 7.88</u>

CITY RESIDENTIAL TRANSFER STATION

FOR OTHER THAN WEEKEND OPERATION

OR AS INDICATED IN DRAFT AGREEMENT, PARAGRAPH 19.4

Hauling	<u>\$180.00</u>
Disposal (per yd.)	<u>\$ 10.00</u>

Process Able Loads: Resource Recovery Plant

	Hauling	Disposal	Franchise Fee \$	Total
10 Yard Pull	<u>\$130.00</u>	*See below	<u>\$ 19.50</u>	<u>\$149.50</u>
20 Yard Pull	<u>\$130.00</u>	*See below	<u>\$ 19.50</u>	<u>\$149.50</u>
30 Yard Pull	<u>\$130.00</u>	*See below	<u>\$ 19.50</u>	<u>\$149.50</u>
40 Yard Pull	<u>\$130.00</u>	*See below	<u>\$ 19.50</u>	<u>\$149.50</u>
40 Yard Packers	<u>\$195.12</u>	*See below	<u>\$ 29.27</u>	<u>\$224.39</u>

*Disposal to be based on current tipping fee at Resource Recovery Plant plus 15% Franchise Fee.

**FORMULA RATE ADJUSTMENTS
(FILL IN BLANKS)**

Reference Section 11.01, Residential Rate Adjustment

The disposal component of the residential rate shall be adjusted to reflect changes in the tipping fees charged by the receiving facility. The pass-through addition to the monthly residential rate shall be \$ 0.17 Adjustment for each \$1.00 increase in the per-ton tipping fee (plus the franchise fee).

Reference Section 11.02, CPI Adjustment

The collection and maintenance component of the solid waste and recycling rates shall be adjusted upward or downward to reflect the cost of doing business, measured by fluctuations in the consumer price index (CPI) as outlined in the Agreement. The collection component shall be increased or decreased by eighty (80%) percent of the percentage change in the CPI.

Reference Section 11.04, Collection, Maintenance & Rollout Adjustments

The rates for the collection, monthly maintenance and roll-out components of regular and compacted commercial service shall be adjusted as prescribed for the residential rate. The rate of pass-through for disposal shall be \$ 0.10 per cubic yard plus the franchise fee adjustment for each \$1.00 increase in the per-ton tipping fee.

RECYCLING RATES
(No Franchise Fee Applied)

Single family and low density residential recycling cost per month	<u>\$ 1.17</u>
Multifamily recycling cost per month	<u>\$ 0.81</u>

EXHIBIT E

Riverside Drive
(NW 81 Ave)
Exhibit E Phase I
268 Units

Riverside Drive Apartments		Riverside Dr		Riverside Dr		Riverside Dr		Riverside Dr		Riverside Dr		Riverside Dr	
Address	Units	Carts	Comments	Folio No.	Address	Units	Carts	Comments	Implement	Address	Units	Carts	Comments
3406 Riverside Dr	3	1	Sec 14		3551 Riverside Dr	3	2	Sec 14	6/1/1999				
3408 Riverside Dr	3	1	Sec 14		3571 - 3575 Riverside Dr	4	2	Sec 14	6/1/1999				
3500 Riverside Dr	3	3	Sec 14		3591 Riverside Dr	4	3	Sec 14	6/1/1999				
3502 Riverside Dr	3	2	Sec 14		3631 Riverside Dr	4	2	Sec 14	6/1/1999				
3504 Riverside Dr	4	2	Sec 14		3661 Riverside Dr	4	1	Sec 14	6/1/1999				
3506 Riverside Dr	4	2	Sec 14		3691 Riverside Dr	4	2	Sec 14	6/1/1999				
3508 Riverside Dr	3	2	Sec 14		3701 Riverside Dr	4	1	Sec 14	6/1/1999				
3600 Riverside Dr	3	1	Sec 14		3709 - 3715 Riverside Dr	4	3	Sec 14	6/1/1999				
3602 Riverside Dr	3	2	Sec 14		3717 - 3721 Riverside Dr	3	1	Sec 14	6/1/1999				
3660, 3664 Riverside Dr	2	2	Sec 14		3741 Riverside Dr	3	3	Sec 14	6/1/1999				
3690, 3694 Riverside Dr	2	2	Sec 14		3761 Riverside Dr	4	1	Sec 14	6/1/1999				
3700, 3704 Riverside Dr	2	2	Sec 14		3791 Riverside Dr	4	3	Sec 14	6/1/1999				
3740 Riverside Dr	3	2	Sec 14		3801 Riverside Dr	4	3	Sec 14	6/1/1999				
3750 Riverside Dr	4	2	Sec 14		3841 Riverside Dr	3	3	Sec 14	6/1/1999				
3760 Riverside Dr	3	2	Sec 14		3871 Riverside Dr	3	4	Sec 14	6/1/1999				
3800 Riverside Dr	3	2	Sec 14		3881 Riverside Dr	3	1	Sec 14	6/1/1999				
3870 Riverside Dr	3	2	Sec 14		3891 Riverside Dr	2	2	Sec 14	6/1/1999				
3880 Riverside Dr	3	2	Sec 14		3901 Riverside Dr	3	2	Sec 14	6/1/1999				
4000 Riverside Dr	3	2	Sec 14		4101 Riverside Dr	4	1	Sec 14	6/1/1999				
4020 Riverside Dr	4	2	Sec 14		4103 Riverside Dr	4	1	Sec 14	6/1/1999				
4060 Riverside Dr	4	2	Sec 14		4105 Riverside Dr	3	2	Sec 14	6/1/1999				
4100 Riverside Dr	4	1	Sec 14		4107 Riverside Dr	3	2	Sec 14	6/1/1999				
4102 Riverside Dr	4	2	Sec 14		4109 Riverside Dr	4	2	Sec 14	6/1/1999				
4104 Riverside Dr	4	2	Sec 14		4111 Riverside Dr	4	2	Sec 14	6/1/1999				
4106 Riverside Dr	4	2	Sec 14		4113 Riverside Dr	4	2	Sec 14	6/1/1999				
4108 Riverside Dr	3	2	Sec 14		4115 Riverside Dr	5	2	Sec 14	6/1/1999				
4110 Riverside Dr	3	2	Sec 14		4117 Riverside Dr	3	2	Sec 14	6/1/1999				
4112 Riverside Dr	3	2	Sec 14		4201 Riverside Dr	4	2	Sec 14	6/1/1999				
4114 Riverside Dr	3	1	Sec 14		4241 Riverside Dr	4	3	Sec 14	6/1/1999				
4116 Riverside Dr	3	1	Sec 14		4281 Riverside Dr	4	3	Sec 14	6/1/1999				
					4301 Riverside Dr	2	2	Sec 14	6/1/1999				

Riverside Drive
 (NW 81 Ave)
 Exhibit E Phase 1
 268 Units

Riverside Dr cont.

Riverside Drive Apartments				Riverside Drive Apartments			
Riverside Drive Pilot Program				Riverside Drive Pilot Program			
Address	Units	Carts	Comments	Address	Units	Carts	Comments
4321 Riverside Dr	4	2	Sec 14	4118 Riverside Dr	3	1	Sec 14
4331 Riverside Dr	4	3	Sec 14	4200 Riverside Dr	4	2	Sec 14
4341 Riverside Dr	4	2	Sec 14	4210 Riverside Dr	4	2	Sec 14
4351 Riverside Dr	4	3	Sec 14	4222 Riverside Dr	3	2	Sec 14
4371 Riverside Dr	4	3	Sec 14	4240 Riverside Dr	4	1	Sec 14
4381 Riverside Dr	4	2	Sec 14	4280 Riverside Dr	4	2	Sec 14
				4300 Riverside Dr	4	2	Sec 14
				4320 Riverside Dr	3	2	Sec 14
				4340 Riverside Dr	3	2	Sec 14
				4360 Riverside Dr	4	2	Sec 14
				4380 - 4384 Riverside Dr	3	2	Sec 14
				4390, 4392 Riverside Dr	2	2	Sec 14

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Woodside Drive
(NW 78 Ave)
Exhibit E Phase 2
151 Units

Woodside Drive Address	Folio No.	Units	Carts	Comments	Folio No.	Woodside Drive Address	Units	Carts	Comments	Implement	Folio No.
3550 NW Woodside Dr		3	2	Sec 14		4011 Woodside Dr A, B	2	1	Sec 14	2/1/2003	
3570 Woodside Dr		3	2	Sec 14		3991 Woodside Dr	2	1	Sec 14	2/1/2003	
3590 Woodside Dr		3	2	Sec 14		4013 Woodside Dr A, B	2	1	Sec 14	2/1/2003	
3630 Woodside Dr		3	2	Sec 14		4015 Woodside Dr A, B	2	1	Sec 14	2/1/2003	
3660 Woodside Dr		3	2	Sec 14		4017 Woodside Dr A, B	2	1	Sec 14	2/1/2003	
3690 Woodside Dr		3	2	Sec 14		4019 Woodside Dr A, B	2	1	Sec 14	2/1/2003	
3700 Woodside Dr		3	2	Sec 14		4101 Woodside Dr	4	2	Sec 14	2/1/2003	
3730 Woodside Dr		3	2	Sec 14		4103 Woodside Dr	4	2	Sec 14	2/1/2003	
3760 Woodside Dr		3	2	Sec 14		4105 Woodside Dr	4	2	Sec 14	2/1/2003	
3790 Woodside Dr		3	2	Sec 14		4107 Woodside Dr	4	2	Sec 14	2/1/2003	
3860-3862 Woodside Dr		2	1	Sec 14		4109 Woodside Dr	4	2	Sec 14	2/1/2003	
3880 Woodside Dr		4	2	Sec 14		4111 Woodside Dr	3	2	Sec 14	2/1/2003	
3890 Woodside Dr		4	2	Sec 14		4113 Woodside Dr	4	2	Sec 14	2/1/2003	
4000 Woodside Dr		3	2	Sec 14		4115 Woodside Dr	4	2	Sec 14	2/1/2003	
4010 Woodside Dr		3	2	Sec 14		4117 Woodside Dr	4	2	Sec 14	2/1/2003	
4020 Woodside Dr		3	2	Sec 14		4119 Woodside Dr	4	2	Sec 14	2/1/2003	
4030 Woodside Dr		4	2	Sec 14		4120 Woodside Dr	2	1	Sec 14	2/1/2003	
4040 Woodside Dr		4	2	Sec 14		4123 Woodside Dr	4	2	Sec 14	2/1/2003	
4050 Woodside Dr		4	2	Sec 14		4125 Woodside Dr	4	2	Sec 14	2/1/2003	
4100 Woodside Dr		2	1	Sec 14		4127 Woodside Dr	4	2	Sec 14	2/1/2003	
4110 Woodside Dr		2	1	Sec 14		4129 Woodside Dr	4	2	Sec 14	2/1/2003	
4150 Woodside Dr		4	2	Sec 14							
4160 Woodside Dr		4	2	Sec 14							
4328-4330 Woodside Dr		2	1	Sec 14							
4300 Woodside Dr		3	2	Sec 14							
4360 Woodside Dr		4	2	Sec 14							

NW 44 Court
 Exhibit E Phase 3
 174 Units

NW 44 Court Address	Units	Carts	Comments	Folio No	NW 44 Court Address	Units	Carts	Comments	Implement	Folio No
7500 NW 44th Ct A & B	2	1	Sec 14		7501 - 7505 NW 44th Ct	4	2	Sec 14	10/1/2003	
7502 NW 44th Ct A & B	2	1	Sec 14		7509 NW 44th Ct	4	2	Sec 14	10/1/2003	
7504 NW 44th Ct A & B	2	1	Sec 14		7511 NW 44th Ct	4	2	Sec 14	10/1/2003	
7506 NW 44th Ct A & B	2	1	Sec 14		7513 NW 44th Ct	4	2	Sec 14	10/1/2003	
7508 NW 44th Ct A & B	2	1	Sec 14		7515 NW 44th Ct	4	2	Sec 14	10/1/2003	
7510 NW 44th Ct A & B	2	1	Sec 14		7517 NW 44th Ct	4	2	Sec 14	10/1/2003	
7512 NW 44th Ct A & B	2	1	Sec 14		7519 NW 44th Ct	4	2	Sec 14	10/1/2003	
7514 NW 44th Ct A & B	2	1	Sec 14		7521 NW 44th Ct	4	2	Sec 14	10/1/2003	
7516 NW 44th Ct A & B	2	1	Sec 14		7523 NW 44th Ct	4	2	Sec 14	10/1/2003	
7518 NW 44th Ct A & B	2	1	Sec 14		7525 NW 44th Ct	4	2	Sec 14	10/1/2003	
7520 NW 44th Ct A & B	2	1	Sec 14		7527 NW 44th Ct	4	2	Sec 14	10/1/2003	
7522 NW 44th Ct A & B	2	1	Sec 14		7529 NW 44th Ct	4	2	Sec 14	10/1/2003	
7524 NW 44th Ct	4	2	Sec 14		7531 NW 44th Ct	4	2	Sec 14	10/1/2003	
7526 NW 44th Ct	4	2	Sec 14		7533 NW 44th Ct	4	2	Sec 14	10/1/2003	
7528 NW 44th Ct	4	2	Sec 14		7535 NW 44th Ct	4	2	Sec 14	10/1/2003	
7530 NW 44th Ct	4	2	Sec 14		7537 NW 44th Ct	4	2	Sec 14	10/1/2003	
7532 NW 44th Ct	4	2	Sec 14		7539 NW 44th Ct	4	2	Sec 14	10/1/2003	
7534 NW 44th Ct	4	2	Sec 14		7541 NW 44th Ct	4	2	Sec 14	10/1/2003	
7536 NW 44th Ct	4	2	Sec 14		7543 - 7547 NW 44th Ct	3	2	Sec 14	10/1/2003	
7538 NW 44th Ct	4	2	Sec 14		7891 NW 44th Ct A & B	4	2	Sec 14	10/1/2003	
7540 NW 44th Ct	2	1	Sec 14		7831 - 7835 NW 44th Ct	3	2	Sec 14	10/1/2003	
					7861 - 7865 NW 44th Ct A & B	3	2	Sec 14	10/1/2003	
					7891 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7901 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7921 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7941 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7951 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7961 NW 44th Ct	4	2	Sec 14	10/1/2003	
					7981 NW 44th Ct	4	2	Sec 14	10/1/2003	
					8001 NW 44th Ct	4	2	Sec 14	10/1/2003	
					8011 NW 44th Ct	4	2	Sec 14	10/1/2003	
					8031 NW 44th Ct	4	2	Sec 14	10/1/2003	
					8071 NW 44th Ct	4	2	Sec 14	10/1/2003	

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NW 24th COURT		NW 24th COURT		NW 24th COURT		NW 24th COURT		NW 24th COURT		NW 24th COURT		NW 24th COURT		NW 24th COURT	
Address	11610 - 11620 NW 24 Ct	Folio No.		Units	6	Carts	3	Comments	Sec 20	Implement	TBD	Folio No.			
NW 25 STREET		NW 25 STREET		NW 25 STREET		NW 25 STREET		NW 25 STREET		NW 25 STREET		NW 25 STREET		NW 25 STREET	
Address	11609 - 11633 NW 25 St	Folio No.		Units	13	Carts	7	Comments	Sec 20	Implement	TBD	Folio No.			
NW 26 COURT		NW 26 COURT		NW 26 COURT		NW 26 COURT		NW 26 COURT		NW 26 COURT		NW 26 COURT		NW 26 COURT	
Address	11620 - 11634 NW 26 Ct	Folio No.		Units	8	Carts	4	Comments	Sec 20	Implement	TBD	Folio No.			
NW 27 COURT		NW 27 COURT		NW 27 COURT		NW 27 COURT		NW 27 COURT		NW 27 COURT		NW 27 COURT		NW 27 COURT	
Address	11610 - 11616 NW 27 Ct	Folio No.		Units	4	Carts	2	Comments	Sec 20	Implement	TBD	Folio No.			
NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE		NW 28 DRIVE	
Address	8811 NW 28 Dr	Folio No.		Units	64	Carts	32	Comments	Sec 22	Implement	TBD	Folio No.			
NW 30 STREET		NW 30 STREET		NW 30 STREET		NW 30 STREET		NW 30 STREET		NW 30 STREET		NW 30 STREET		NW 30 STREET	
Address	11658 NW 30 St	Folio No.		Units	8	Carts	4	Comments	Sec 20	Implement	TBD	Folio No.			
NW 32 STREET		NW 32 STREET		NW 32 STREET		NW 32 STREET		NW 32 STREET		NW 32 STREET		NW 32 STREET		NW 32 STREET	
Address	8570 - 8576 NW 32 St	Folio No.		Units	3	Carts	2	Comments	Sec 21	Implement	TBD	Folio No.			

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1432 Units**

NW 33 STREET		NW 33 STREET		NW 33 STREET		NW 33 STREET		NW 33 STREET		NW 33 STREET	
Address	Folio No.	Comments	Carts	Units	Address	Folio No.	Comments	Carts	Units	Address	Folio No.
				5	9891 - 9899 NW 33 St		Sec 21	3	5		
NW 35 Court		NW 35 Court		NW 35 Court		NW 35 Court		NW 35 Court		NW 35 Court	
Address	Folio No.	Comments	Carts <td>Units</td> <td>Address</td> <td>Folio No.</td> <td>Comments</td> <td>Carts</td> <td>Units</td> <td>Address</td> <td>Folio No.</td>	Units	Address	Folio No.	Comments	Carts	Units	Address	Folio No.
8500 NW 35 Ct		Sec 15	3	5	7801 NW 35 Ct		Sec 14	2	4		
11630-11636 NW 35 Ct		Sec 17	2	4	7851 NW 35 Ct		Sec 14	2	4		
					7901 NW 35 Ct		Sec 14	2	4		
					7931 NW 35 Ct		Sec 14	2	4		
					7961 NW 35 Ct		Sec 14	2	4		
					7973 - 7981 NW 35 Ct		Sec 14	4	7		
					8011 NW 35 Ct		Sec 14	3	6		
					8503 NW 35 Ct		Sec 15	3	5		
					8593-8601 NW 35 Ct		Sec 15	3	5		
					8603 NW 35 Ct		Sec 15	3	5		
					8605 NW 35 Ct		Sec 15	6	11		
					8603 - 8619 NW 35 Ct		Sec 15	2	4		
					11615-11621 Nw 35 Ct		Sec 17	2	4		
					11625-11631 NW 35 Ct		Sec 17	2	4		

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NW 35 Street Address	Units	Carts	Comments	Folio No.	NW 35 Street Address	Units	Carts	Comments	Implement	Folio No.
8604 NW 35 St	8	4	Sec 15		8601 NW 35 St	11	6	Sec 15	TBD	
8606 NW 35 St	8	4	Sec 15		8603 - 8619 NW 35 St	5	3	Sec 15	TBD	
8700 NW 35 St	3	2	Sec 15		8701 - 8717 NW 35 St	9	5	Sec 15	TBD	
9870 - 9878 NW 35 St	5	3	Sec 16		8751 - 8767 NW 35 St	9	5	Sec 15	TBD	
					8793 - 8799 NW 35 St	4	2	Sec 15	TBD	
					8803 NW 35 St	5	3	Sec 15	TBD	
					10071 - 10077 NW 35 St	4	2	Sec 16	TBD	
					10101 - 10107 NW 35 St	4	2	Sec 16	TBD	
					10115 - 10111 NW 35 St	4	2	Sec 16	TBD	
					10131 NW 35 St	4	2	Sec 16	TBD	
					10151 NW 35 St	4	2	Sec 16	TBD	
					10201 - 10211 NW 35 St	6	3	Sec 16	TBD	
					10221 NW 35 St	4	2	Sec 16	TBD	
					10241 NW 35 St	4	2	Sec 16	TBD	
					10261 NW 35 St	4	2	Sec 16	TBD	
					10281 NW 35 St	4	2	Sec 16	TBD	
					10301 NW 35 St	4	2	Sec 16	TBD	
					10331 NW 35 St	4	2	Sec 16	TBD	
					10351 NW 35 St	4	2	Sec 16	TBD	
					10371 NW 35 St	4	2	Sec 16	TBD	
					10391 - 10395 NW 35 St	3	2	Sec 16	TBD	
					11551 - 11555 NW 35 St	3	2	Sec 17	TBD	
					11571 - 11575 NW 35 St	3	2	Sec 17	TBD	
					11601 NW 35 St	3	2	Sec 17	TBD	
					11611 NW 35 St	4	2	Sec 17	TBD	

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NW 38 St Address	Folio No.	Units	Carts	Comments	NW 38 St Address	Units	Carts	Comments	Implement	Folio No.
		3	2		7801 NW 38 St			Sec 14	TBD	
NW 39 Court Address	Folio No.	Units	Carts <td>Comments</td> <td>NW 39 Court Address</td> <td>Units</td> <td>Carts</td> <td>Comments</td> <td>Implement</td> <td>Folio No.</td>	Comments	NW 39 Court Address	Units	Carts	Comments	Implement	Folio No.
		4	2		7827 NW 39 Ct			Sec 14	TBD	
NW 39 Street Address	Folio No.	Units	Carts <td>Comments</td> <td>NW 39 Street Address</td> <td>Units</td> <td>Carts</td> <td>Comments</td> <td>Implement</td> <td>Folio No.</td>	Comments	NW 39 Street Address	Units	Carts	Comments	Implement	Folio No.
11350 - 11356 NW 39 St		4	2	Sec 17					TBD	
11380 NW 39 St		3	2	Sec 17					TBD	
11410 NW 39 St		4	2	Sec 17					TBD	
11430 - 11434 NW 39 St		3	2	Sec 17					TBD	
11440 NW 39 St		3	2	Sec 17					TBD	
11460 NW 39 St		3	2	Sec 17					TBD	
11480 NW 39 St		3	2	Sec 17					TBD	
11640 NW 39 St		9	5	Sec 17					TBD	
11680 - 11688 NW 39 St		5	3	Sec 17					TBD	
NW 40 Court Address	Folio No.	Units	Carts <td>Comments</td> <td>NW 40 Court Address</td> <td>Units</td> <td>Carts</td> <td>Comments</td> <td>Implement</td> <td>Folio No.</td>	Comments	NW 40 Court Address	Units	Carts	Comments	Implement	Folio No.
7826 NW 40 Ct		5	3	Sec 14					TBD	
NW 40 St Address	Folio No.	Units	Carts <td>Comments</td> <td>NW 40 St Address</td> <td>Units</td> <td>Carts</td> <td>Comments</td> <td>Implement</td> <td>Folio No.</td>	Comments	NW 40 St Address	Units	Carts	Comments	Implement	Folio No.
8430 NW 40 St		14			7827 NW 40 St	4	2		TBD	
8630 - 8636 NW 40 St		4	2	Sec 15					TBD	
8730 - 8736 NW 40 St		4	2	Sec 15					TBD	
8930 - 8936 NW 40 St		4	2	Sec 15					TBD	
8960 - 8966 NW 40 St		4	2	Sec 15					TBD	

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NW 41 Street		NW 41 Street		NW 41 Street		NW 41 Street		NW 41 Street	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
						3	2	Sec 17	TBD
						3	2	Sec 17	TBD
NW 42 Ct		NW 42 Ct		NW 42 Ct		NW 42 Ct		NW 42 Ct	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
7730 NW 42 Ct		4	2	Sec 14		3	2	Sec 14	
NW 42 St		NW 42 St		NW 42 St		NW 42 St		NW 42 St	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
11430 NW 42 St		3	2	Sec 17					
11440 NW 42 St		6	4	Sec 17					
11500 NW 42 St		4	2	Sec 17					
11530 NW 42 St		4	2	Sec 17					
NW 43 Ct		NW 43 Ct		NW 43 Ct		NW 43 Ct		NW 43 Ct	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
11500 NW 43 Ct		4	2	Sec 17		4	2	Sec 17	
11550 - 11556 NW 43 Ct		4	2			4	2		
NW 43 St		NW 43 St		NW 43 St		NW 43 St		NW 43 St	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
11470 - 11476 NW 43 St		4	2	Sec 17		4	2	Sec 17	
11430 - 11436 NW 43 St		4	2	Sec 17		4	2	Sec 17	
						3	2	Sec 17	
						4	2	Sec 17	
						3	2	Sec 17	
NW 44 St		NW 44 St		NW 44 St		NW 44 St		NW 44 St	
Address	Folio No.	Units	Carts	Comments	Folio No.	Units	Carts	Comments	Folio No.
11500 - 11508 NW 44 St		5	3	Sec 17		4	2	Sec 17	
11530 - 11534 NW 44 St		3	2	Sec 17		4	2	Sec 17	
11540 NW 44 St		4	2	Sec 17		4	2	Sec 17	

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NW 45 St Address	Units	Carts	Comments	Folio No.	NW 45 St Address	Units	Carts	Comments	Implement	Folio No.
11400 - 11406 NW 45 St	3	2	Sec 17		10501 NW 45 St	4	2	Sec 17	TBD	
11430 - 11442 NW 45 St	7	5	Sec 17		10511 NW 45 St	4	2	Sec 17	TBD	
11450 - 11456 NW 45 St	4	2	Sec 17		10551 NW 45 St	8	4	Sec 17	TBD	
11460 - 11466 NW 45 St	4	2	Sec 17		10571 NW 45 St	4	2	Sec 17	TBD	
11470 - 11476 NW 45 St	4	2	Sec 17		10601 NW 45 St	4	2	Sec 17	TBD	
11490 - 11494 NW 45 St	3	2	Sec 17		10621 - 10627 NW 45 St	4	2	Sec 17	TBD	
11520 - 11524 NW 45 St	3	2	Sec 17		10641 - 11647 NW 45 St	4	2	Sec 17	TBD	
11590 - 11596 NW 45 St	4	2	Sec 17		10811 - 10819 NW 45 St	4	2	Sec 17	TBD	
11600 - 11604 NW 45 St	3	2	Sec 17		10831 - 10839 NW 45 St	4	2	Sec 17	TBD	
11660 NW 45 St	4	2	Sec 17		10851 - 10857 NW 45 St	4	2	Sec 17	TBD	
					10871 - 10875 NW 45 St	3	2	Sec 17	TBD	
					10889 - 10895 NW 45 St	4	2	Sec 17	TBD	
					10903 - 10909 NW 45 St	4	2	Sec 17	TBD	
					10941 - 10947 NW 45 St	4	2	Sec 17	TBD	
					11401 - 11409 NW 45 St	5	3	Sec 17	TBD	
					11441 - 11447 NW 45 St	4	2	Sec 17	TBD	
					11461 - 11465 NW 45 St	3	2	Sec 17	TBD	
					11471 - 11475 NW 45 St	3	2	Sec 17	TBD	
					11481 - 11485 NW 45 St	3	2	Sec 17	TBD	
					11491 - 11495 NW 45 St	3	2	Sec 17	TBD	
					11661 NW 45 St	3	2	Sec 17	TBD	
					11631 - 11637 NW 45 St	4	2	Sec 17	TBD	

NW 78 Lane Address	Unit	Cart	Comments	Folio No.	NW 78 Lane Address	Unit	Cart	Comments	Implement	Folio No.
					3551 NW 78 Ln	3	2	Sec 14	TBD	

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