

AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES

THIS AMENDMENT to Franchise Agreement for Solid Waste And Recycling Collection Services is made this _____ day of _____ 2018, by and between the CITY OF MARGATE, a municipal corporation, ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the parties desire to amend and modify that certain Franchise Agreement for Solid Waste And Recycling Collection Services between the City and Contractor executed by the City on November 4, 2015, (the "Franchise Agreement"); and

WHEREAS, the parties have determined that such amendment is in their respective best interests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms and Headings.** All capitalized terms herein shall have the meanings attributed to them in the Franchise Agreement unless indicated otherwise or unless the text requires otherwise. Headings used herein are for the convenience of the parties and shall not be used to interpret, modify, expand, decrease, or otherwise explain the text. Additions are shown as underline and deletions are shown as ~~strike through~~.

2. **Definitions.**

Section 1 is amended as follows:

1.17. Commingled Waste shall mean Bulk Waste and Yard Waste that is placed at the curb together in a single pile.

Remainder of definitions to increase by 1.

3. **Bulk Waste Collection Service From Multifamily Solid Waste Customers.**

Sections 7.3.2, 7.3.4 and 7.3.5 are amended as follows:

7.3.1. Customers to Receive Service

All Residential Solid Waste Customers and Multifamily Solid Waste Customers shall receive Bulk Waste Collection service from the Contractor. Additionally, the Contractor shall make Supplemental Bulk Waste Collection available to all Customers (Residential, Multifamily, and Commercial).

7.3.2 Materials to Be Collected

Contractor shall collect all Bulk Waste as defined in this Agreement. Contractor shall not be responsible for collecting Construction and Demolition Debris, Contractor Generated Waste, Land Clearing Debris, Yard Waste ~~Yard Waste~~, or Solid Waste with this Waste Stream. ~~Yard Waste may be commingled with Bulk Waste for collection.~~ The Contractor

shall also not be required to collect any materials which the Designated Facility for Bulk Waste does not accept.

~~For Residential Solid Waste Customers, there shall be no limit to the volume of Bulk Waste Collected on each Scheduled Collection Day; however, Contractor shall only be responsible for Collection of Bulk Waste generated at the Dwelling Unit. Contractor and Customer may arrange for a Supplemental Collection, at the rate specified in this Agreement, for the Collection of Bulk Waste on a day that is not a Scheduled Collection Day unless it is a Legitimate Missed Pickup.~~

For Multifamily Solid Waste Customers, there shall be no limit to the volume of Bulk Waste Collected on each Scheduled Collection Day; however, Contractor shall only be responsible for collecting Bulk Waste generated by the residents of the community. During the months of December and January the Contractor shall also collect Holiday Trees placed out by Multifamily Customers with Bulk Waste.

7.3.4 Level of Service

~~Bulk Waste shall be collected one (1) time per calendar month week pursuant to a schedule mutually accepted by the City and Contractor. For Residential Solid Waste Customers, the collection day shall coincide with the Customer's second Scheduled Collection Day for Solid Waste during the first full week of each month. For Multifamily Solid Waste Customers, the collection day shall coincide with the Scheduled Collection Day for Bulk Waste of the surrounding Residential Solid Waste Customers.~~

7.3.5 Proper Placement of Bulk Waste

~~Residential Solid Waste Customers shall place their Bulk Waste Curbside by 7:00 a.m. on their Scheduled Collection Day.~~ Multifamily Solid Waste Customers shall reach a mutual agreement with the Contractor on a location where Bulk Waste shall be placed for Collection. Any such locations shall comply with the City of Margate Code of Ordinances. Glass items shall be enclosed and sealed in a sturdy container and marked as glass. Holiday Trees, for Multifamily Customers, must be free from any lights, wiring, ornaments, etc. Multifamily Solid Waste Customers shall not place Garbage, Trash, Construction and Demolition Debris, Tires, Yard Waste ~~Yard Waste~~, or Unacceptable Waste with this waste stream.

3. **Commingled Waste Collection Service.** Sections 7.4.2 and 7.4.5 are amended as follows:

7.4.1. Customers to Receive Service

All Residential Solid Waste Customers shall receive Commingled ~~Yard~~ Waste Collection service from the Contractor.

7.4.2 Materials to Be Collected

Contractor shall collect all ~~Yard~~ Commingled Waste as defined in this Agreement. There shall be no limit to the volume of Commingled ~~Yard~~ Waste per Collection. Contractor shall not collect Contractor Generated Waste, Land Clearing Debris, ~~Bulk Waste~~, Recyclable Materials, Solid Waste, or Unacceptable Waste with this Waste Stream.

7.4.4. Level of Service

Commingled ~~Yard~~ Waste shall be collected one (1) time per week. The collection day shall coincide with the Residential Solid Waste Customer's first Scheduled Collection Day for Solid Waste each week.

7.4.5 Proper Placement of Commingled Waste

Customers shall place their Commingled Waste Curbside by 7:00 a.m. on their Scheduled Collection Day. Customers shall place leaves and clippings in clear plastic bags or Garbage Cans but shall not be required to bundle, bag, or containerize tree limbs. Holiday Trees must be free from any lights, wiring, ornaments, decorations, etc. Customers shall not place, and Contractor shall not Collect, Garbage, Trash, Recyclable Materials, ~~Bulk Waste~~, or any other type of waste with this Waste Stream.

4. **Disposal Fee Refund.** Section 21.1.2 is amended as follows:

21.1.2 Disposal Fee Refund

The Tipping Fees paid to the Contractor for Solid Waste, Bulk Waste, and Yard Waste for waste generated by Residential Solid Waste Customers are to be considered unearned revenue. As such, at the end of each Contract Year the Contractor shall refund the City any funds paid to the Contractor that are in excess of the Tipping Fees paid by the Contractor for Solid Waste, Bulk Waste, and Yard Waste in the aggregate collected from Residential Solid Waste Customers. However, the Contractor shall not be entitled to any additional payment from the City, or its residents, if the Tipping Fees paid by the Contractor exceed the Contractor's receipts for disposal of Solid Waste, Bulk Waste, and Yard Waste collected from Residential Solid Waste Customers. The refund(s), if any, shall be calculated as follows:

The refund for all Waste Streams shall be calculated by subtracting the Tipping Fees paid by the Contractor in the aggregate for ~~each~~ all Waste Streams collected from Residential Solid Waste Customers from the disposal fees received by the Contractor for the disposal of those Waste Streams in the aggregate. For example, if in ~~the first a~~ Contract Year the Contractor received \$750,000 for the disposal of Solid Waste, Yard Waste and Bulk Waste in the aggregate from Residential Solid Waste Customers but only paid \$650,000 in Tipping Fees for ~~Solid~~ these Waste Streams in the aggregate collected from Residential Solid Waste Customers, the Contractor would refund the difference of \$100,000 to the City. ~~The same calculation shall also be made for Bulk Waste and Yard Waste.~~

5. Exhibit 2 is replaced with new Exhibit 2 attached and incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers or representatives.

Attest:

City of Margate

City Clerk

By: _____
Mayor

By: _____
City Manager

Approved as to form:

City Attorney

Attest:

Waste Management Inc. of Florida

By: _____

Title: _____