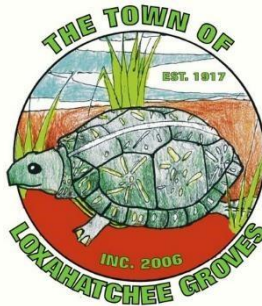


**TOWN OF LOXAHATCHEE GROVES
TOWN HALL COUNCIL CHAMBERS
TOWN COUNCIL REGULAR MEETING**

AGENDA

November 5, 2019 - 7:00 P.M.



Preceded by a Residents Discussion Workshop from 6:00-7:00 P.M.

Robert Shorr, Mayor (Seat 4)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Lisa El-Ramey, Councilmember (Seat 3)

Dave DeMarois, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Public Works Director, Larry Peters, P.E.

Town Attorney, R. Brian Shutt, Esq.

Town Clerk, Lakisha Q. Burch

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Town of Loxahatchee Groves. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, noncontroversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

Comments from The Public on Non-Agenda Items

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

CONSENT AGENDA

1. Approval of Service Agreement with My PR Guru, LLC

PUBLIC HEARING

2. First Reading of Ordinance No. 2019-05 approving the collection of Solid Waste, Recovered Materials and Recyclable Materials.
3. First Reading of Ordinance No. 2019-09 approving the Town Charter "Housekeeping" provisions.

REGULAR AGENDA

4. Approval to execute the attached memorandum of understanding with the Palm Beach County Water Utilities Department.
5. Approval to submit the attached priorities to appropriate legislators and agencies.
6. Approval of Resolution 2019-53 with Coastal Waste and Recycling of Palm Beach County, LLC. to provide solid waste and recycling collection services including commercial and roll-off franchises.
7. Approval to execute purchase orders with Palm Beach Aggregates for materials for B and D roads as noted above at a total cost not to exceed \$130,400 and related purchase orders with other vendors for equipment rentals and MOT totaling \$15,200.
8. Approval to proceed with the identified drainage projects on North B Road and South D Road totaling \$166,845 under the existing WBI contract, contingent upon obtaining any necessary easement commitments.

Town Staff Reports

Town Councilmembers Reports

Adjournment

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



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: James Titcomb, Town Manager

SUBJECT: Service Agreement with My PR Guru, LLC

Background:

The Town is seeking the following services from My PR Guru, LLC:

- **Monthly Electronic Newsletter:** The design, creation, and email distribution of a monthly electronic newsletter. My PR Guru, LLC will be responsible for researching and writing the content.
- **Monthly Printed Newsletter:** The design, creation and delivery of a monthly single sheet, double-sided 8 1/2 X 11- inch hard copy newsletter replicating content contained in electronic newsletter. My PR Guru, LLC will be responsible for researching and writing the content.
- **Social Media Content:** Develop content for Client social media channels. One post per week. Maximum of three (3) social media platforms. Content will mirror information distributed in monthly newsletters.

Recommendations:

Staff recommends that Town Council approve the service agreement between My PR Guru and the Town of Loxahatchee Groves to provide the above listed services.

SERVICES RETAINER AGREEMENT

This SERVICES RETAINER AGREEMENT is made and entered into as of the ___ day of October, 2019 (hereinafter referred to as the "COMMENCEMENT DATE") by and between My PR Guru, LLC, (hereinafter referred to as "the AGENCY") a Florida LLC, located at 11419 W. Palmetto Park Road, #971402, Boca Raton, Florida, 33497 and The Town of Loxahatchee Groves (hereinafter referred to as the "CLIENT") located at 155 F Road, Loxahatchee Groves, Florida 33470.

WHEREAS, the Client desires to employ the services available through the Agency; and

WHEREAS, the Agency is qualified and willing to render such services;

The parties hereto agree as follows:

I. SCOPE OF SERVICES

The Agency agrees to provide the Client with the agreed upon SCOPE OF SERVICES as follows:

- Monthly Electronic Newsletter: The design, creation, and email distribution of a monthly electronic newsletter. My PR Guru, LLC will be responsible for researching and writing the content.
- Monthly Printed Newsletter: The design, creation, and delivery of a monthly single sheet, double-sided 8 ½ x 11-inch hard copy newsletter replicating content contained in electronic newsletter. My PR Guru, LLC will be responsible for researching and writing the content.

Social Media Content: Develop content for Client social media channels. One post per week. Maximum of three (3) social media platforms. Content will mirror information distributed in monthly newsletters.

II. AGENCY FEE

In full consideration for the performance of the SCOPE OF SERVICES, Client shall pay the Agency a fixed monthly retainer of \$1,875/month. Costs for monthly use of electronic email distribution service on Agency account for Monthly Electronic Newsletter included in monthly retainer. Costs for printing and postage of Monthly Printed Newsletter and other pre-approved third-party costs will be subject to direct expense reimbursement by Client on any related and documented supported expenses required for providing the collateral pieces, production and social media set-up and distribution activities and services. Prior to incurring any costs above the monthly fee, Agency shall obtain the prior written consent of Client.

III. GENERAL TERMS

Copies or original documents prepared by the AGENCY in relation to work associated with this Agreement shall be provided to the CLIENT. Data collected, stored, and/or provided shall be in a form acceptable to the CLIENT and agreed upon by the CLIENT.

Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the AGENCY pursuant to or in connection with this Agreement shall be the exclusive property of the CLIENT.

TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the

third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CLIENT or the AGENCY have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the AGENCY to the CLIENT shall be given to the CLIENT address as follows:

Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, Florida 33470

All notices, demands or requests from the CLIENT to the AGENCY shall be given to the AGENCY address as follows:

My PR Guru, LLC
11419 W. Palmetto Park Road
Boca Raton, FL 33497

Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

AGENCY acknowledges and agrees that a person or affiliate who has been placed on the convicted AGENCY list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a AGENCY, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted AGENCY list. AGENCY will advise the CLIENT immediately if it becomes aware of any violation of this statute.

In accordance with Palm Beach County ordinance number 2011-009, the AGENCY acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The AGENCY has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

Public Records: AGENCY shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CLIENT as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CLIENT to perform the service.
- (b) Upon request from the CLIENT's custodian of public records or designee, provide the CLIENT with a copy of the requested records or allow the records to be inspected or copied

within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the AGENCY does not transfer the records to the CLIENT.
- (d) Upon completion of this Contract, transfer, at no cost, to the CLIENT all public records in possession of the AGENCY or keep and maintain public records required by the CLIENT to perform the service. If the AGENCY transfers all public records to the CLIENT upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CLIENT, upon request from the CLIENT's custodian of public records or designee, in a format that is compatible with the information technology systems of the CLIENT.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT CLIENT OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

In the event sufficient budgeted funds are not available for a new fiscal period, the CLIENT shall notify the AGENCY of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the CLIENT. The AGENCY will be paid for all services rendered through the date of termination.

As provided in F.S. 287.135, by entering into any agreement with the CLIENT, or performing any work in furtherance hereof, the AGENCY certifies that AGENCY and AGENCY's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the AGENCY submits a bid or proposal for a contract or before the AGENCY enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the AGENCY is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a AGENCY submits a bid or proposal for a contract or before the AGENCY enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the AGENCY must certify that it is not participating in a boycott of Israel. If the CLIENT determines, using credible information available to the public, that a false certification has been submitted by the AGENCY, the CLIENT's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IV. TERM & TERMINATION

This SERVICES RETAINER AGREEMENT shall commence on the COMMENCEMENT DATE. Either party hereto may terminate this agreement for cause by giving ninety (90) days prior written notice thereof by certified mail to the other party. Failure to give such notice shall result in the continuation of this agreement in full force and effect. However, Client may

terminate this agreement, without cause in its sole discretion, upon 10 days written notice to Agency.

V. AMENDMENTS TO AGREEMENT

Any amendments or modifications to this SERVICES RETAINER AGREEMENT shall be invalid unless made in writing and executed by the parties to this agreement or authorized representatives thereof.

VI. CHOICE OF LAW AND VENUE

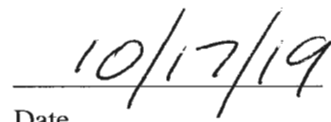
This agreement shall be construed in accordance with and governed by the laws of the State of Florida and venue shall be in Palm Beach County.

On Behalf of Client



On Behalf of Agency

Date



Date

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TO: Town Council of Town of Loxahatchee Groves

FROM: R. Brian Shutt, Town Attorney

VIA: James Titcomb, Town Manager

DATE: October 18, 2019

SUBJECT: Garbage Ordinance 2019-05

The Town Council has previously adopted Ordinance No. 2019-05 on first reading. However, after first reading direction was given to make certain changes. Staff, after further review also made further changes to the proposed ordinance while clarifying contract language. Therefore, this ordinance is coming back for first reading at this time.

Some of the proposed changes are as follows:

- Numbering of the sections were changed to correspond with the numbering provided by the upcoming Municode codification
- Definitions changed for bulk and vegetative waste
- Franchise language changed to provide that the franchise fee shall be as set forth in the franchise agreement
- Clarification that solid waste special assessment shall be a lien on the property
- Provision that each dwelling unit must have a container
- Clarification of location, time and placement of garbage and vegetative waste for pick up
- Requirements for when a roll-off container is needed for construction and demolition debris
- Elimination of references to single family or multi-family recycling collection to just residential collection
- New sections added regarding vegetative and bulk waste setting forth specific requirements related to the collection of bulk and vegetative waste
- Provision for interim rates for new structures

If this ordinance is passed on first reading it may be placed on the November 19 meeting agenda for second reading.

ORDINANCE NO. 2019-05

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RELATING TO THE COLLECTION OF SOLID WASTE, RECOVERED MATERIALS, AND RECYCLABLE MATERIALS; AUTHORIZING THE TOWN TO APPROVE FRANCHISES FOR THE COLLECTION OF SUCH ITEMS; PROVIDING FOR DEFINITIONS, USE OF APPROVED CONTAINERS, DESIGNATED PLACEMENT, HOURS WHEN ITEMS CAN BE PLACED OUT FOR COLLECTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council believes it is necessary to modify its current regulations for the collection and disposal of solid waste in order to provide that there are no conflicts between the Town Code and any agreements it may have with a franchisee hauler; and,

WHEREAS, the Town Council believes that authorizing the Town to enter into franchise agreements for the collection of waste materials will enhance the ability of the Town to ensure appropriate levels of service are provided and used within the Town and to compensate the Town for the use of its public roadways in the provision of such services.

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference.

Section 2. The Town of Loxahatchee Groves hereby amends Ordinance 2018-05 as follows:

ARTICLE III. COLLECTION OF WASTE; FRANCHISES AND REGISTRATION OF CONTRACTORS AUTHORIZED

Sec. 38-54. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~*Bulk Trash*, shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. There shall be no weight limit for any item of Bulk Trash. No glass items, such as glass doors, windows or furniture, is permitted to be placed for bulk pickup.~~

~~*Commercial Solid Waste*, shall include any Garbage, Bulk Trash, Trash, or Vegetative Waste that is not Residential Solid Waste. Substantial effort shall be made not to commingle Garbage, Trash, or Bulk Trash with Vegetative Waste.~~

~~*Commercial Solid Waste collection service*, shall mean the collection and disposal of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.~~

~~*Construction and Demolition Debris*, as defined in Section 403.703, Florida Statutes, means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:~~

- ~~(a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;~~
- ~~(b) Except as provided in s. 403.707(9)(j), yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;~~
- ~~(c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and~~
- ~~(d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.~~

~~*Container* shall mean and include any container designed or intended for an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Contractor's equipment supplied by the Contractor and approved by the Town. All Containers must be of the specifications as designated by the contract administrator, in writing.~~

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

~~Garbage~~ means all kitchen and table refuse, swill and every accumulation of animal and vegetable matter that attend the preparation, decay, dealing in or storage of meats, fish, fowl, game or vegetable matter. The term "garbage" shall include combustible waste such as paper, rags, boxes and boxes used in connection with the distribution or storage of food, and glasses, bottles, tin cans, or other disposable receptacles of food or food products.

~~Garbage Can~~ shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Garbage Can is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Such container including waste materials shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.

~~Pyrolysis~~ means a process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- ~~(a) Crude oil, diesel, gasoline, home heating oil, or another fuel.~~
- ~~(b) Feedstocks.~~
- ~~(c) Diesel and gasoline blendstocks.~~
- ~~(d) Chemicals, waxes, or lubricants.~~
- ~~(e) Other raw materials or intermediate or final products.~~

~~Pyrolysis Facility~~ means a facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

~~Recovered Materials~~, as defined in Section 403.703, Florida Statutes, means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered materials as described in this subsection are not solid waste.

~~Recyclable Materials~~ shall mean those materials designated in writing by the Town to the Contractor which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The materials initially designated by the Palm Beach County Solid Waste Authority are newspapers (including inserts); magazines; catalogs; phone books; aluminum cans, foil, and pans; plastic containers #1 – #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans. The Town reserves the right to designate Mixed Paper as a recyclable material at any time during the term of this Contract upon written notice to the Contractor at no additional cost.

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~~Recycling Containers shall mean bins as supplied by the Palm Beach County Solid Waste Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area.~~

~~Residential Recycling Collection Service shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.~~

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

~~Residential Solid Waste Collection shall mean roadside Residential Solid Waste collection service and/or Containerized Residential Solid Waste collection service, and disposal.~~

~~Solid Waste, means collectively, Commercial Solid Waste and Residential Solid Waste.~~

~~Solid Waste Collection Services shall mean Commercial Solid Waste Collection Services and Residential Solid Waste Collection Services.~~

~~Trash means other waste not included in the term "garbage," and wastepaper, glass, straw, excelsior or other rubbish, and waste not connected with the preparation, distribution or storage of food, excluding grass cuttings, leaves and other lawn or garden waste.~~

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

Biomedical or Biohazardous Waste: As defined by F.S. § 403.703(2), as may be amended.

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

Bulk Waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of Bulk Waste. No commercial or non-passenger tires and only two, on an annual basis, passenger

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Words in underlined type are additions.

car tires are permitted to be placed as bulk pickup. The term “Bulk Waste” may be used interchangeably with the term “Bulk Trash.”

Business Days: shall mean Monday through Saturday, except for Holidays.

Cart: shall mean a curbside container meeting the Town’s specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.

Collection: The process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

Commercial Recycling Collection Service: shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.

Commercial Solid Waste: shall include Solid Waste that is not Residential Solid Waste.

Commercial Solid Waste Collection Service: shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D): Materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Town Manager, in writing.

Contractor: A person or entity that has entered into an Agreement with the Town to provide solid waste and recycling collection services for the Town.

Dwelling Unit: Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.

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Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.

Hazardous Waste: A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.

Household Hazardous Waste (HHW): Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

Land Clearing: The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

Pyrolysis: means a process through which post-use polymers are heated in the absence of oxygen until melted and thermally decomposed, and then cooled, condensed, and converted to any of the following:

- (a) Crude oil, diesel, gasoline, home heating oil, or another fuel.
- (b) Feedstocks.
- (c) Diesel and gasoline blendstocks.
- (d) Chemicals, waxes, or lubricants.
- (e) Other raw materials or intermediate or final products.

Pyrolysis Facility: means a facility that receives, separates, stores, and converts post-use polymers, using gasification or pyrolysis.

Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.

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

Recycling Cart: A Container intended for Recyclables collection with a ninety-five (95) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.

Residential Recycling Collection Service: The collection of Recovered Materials by the Town or its Contractor from all Dwelling Units in the Service Area that also receive Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Town, and the delivery of those Recovered Materials to an Authority Recovered Materials Processing Facility or designated Authority transfer station.

Residential Solid Waste Collection Service: Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.

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

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

Roll-off Collection Service: The Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites.

Service Area: The corporate limits of the Town of Loxahatchee Groves, Florida for which the Contractor has been granted this Agreement.

Sludge: A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Solid Waste: As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste

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shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.

Solid Waste Authority Disposal Facility: A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County or another facility if specifically designated in writing by the Authority.

Source Separated: Recovered Materials that are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term “various types of Recovered Materials” means metals, paper, glass, plastic, textiles and rubber.

Special Services: Any services requested or required by the customer which are in addition to or a change in, Residential Solid Waste Collection Service or Residential Recycling Collection Service, as set out or similar to those listed in Exhibit I as may be amended from time to time.

Special Waste: For the purposes of this Agreement, Special Waste refers to wastes that can require special handling and management, including but not limited to, Biohazardous Waste, Biological Waste, Hazardous Waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste. Special Waste may also include items determined by the Town Manager to be reasonably unmanageable.

Trash shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

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

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Sec. 38-55. Franchise for collection of solid waste and residential recycling collection service.

- (a) The Town may enter into an exclusive franchise for the collection of Solid Waste and Residential Recyclable Materials from all locations in the Town to the extent not prohibited by state law, or may enter into any number of franchises that the Town determines is in the best interest of the Town.
- ~~(b) The Town shall grant franchises through agreements with solid waste collectors approved by the Town council. The agreement shall provide:~~
 - ~~(1) The right and obligation to provide Solid Waste Collection Services and Residential and Recyclable Materials Collection Services within the Town boundaries, present and future, for all residences;~~
 - ~~(2) The right to provide Solid Waste Collection Services and Residential and Recyclable Materials Collection Services within the Town boundaries for all non-residential uses in existence on June 5, 2018, located within the Town which use bulk containers for their Solid Waste Collection, and which have contracts for the collection of Solid Waste in place as of June 5, 2018, at such time as such contracts shall expire;~~
 - ~~(3) The right to provide Solid Waste Collection and Services to any newly annexed areas as permitted by state statute;~~
 - ~~(4) The right and obligation to provide Solid Waste Collection Services and Residential and Recyclable Materials Collection Services within the Town boundaries, present and future, for all residential and non-residential establishments, that are certified for occupancy after June 5, 2018, and governmental establishments to the extent permitted by law; provided, however, that a certificate of occupancy issued as a result of remodeling with no change in ownership of the property shall not require the customer to change to collector;~~
 - ~~(5) As of June 5, 2018, the right and obligation to provide Solid Waste Collection Services and Residential and Recyclable Materials Collection Services within the Town boundaries for: collector's existing customers; customers/property owners in the Town that have a change in ownership; and customers/property owners whose contract for Solid Waste Collection and disposal services expires.~~
- (eb) In the event that the Town grants an exclusive contract, or a Solid Waste or Recyclable Materials collection entity is not granted a franchise by the Town and has existing contracts within the Town, then only existing contracts as of June 5, 2018, for Solid Waste Collection Services and Residential and Recyclable Materials Collection Services

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are exempt until such time as the contract expires at which time the customer/property owner must use a solid waste collection entity that is franchised by the Town.

- (d) The Town Council may require businesses performing Solid Waste Collection, disposal, and recycling services within the Town to pay a franchise fee to the Town, in an amount determined by the Town Council, for the privilege of conducting and operating solid waste collection, disposal, and recycling services on the public streets, roads, alleys, and other thoroughfares of the Town. The franchise fee, as indicated below, shall be based on a percentage of the amount charged for solid waste collection, that is described in a franchise agreement between the Town and a contractor. ~~disposal, and recycling services, as reflected in the business' financial books and records, and in the agreements between the business and all of its customers in the Town. The amount charged to customers shall be the amount charged to customers for solid waste collection, disposal, and recycling services exclusive of any franchise fee. Any franchise fee required by the Town Council shall be paid to the Town in a manner and an amount as set forth in a franchise agreement with the contractor.~~ following receipt of the revenue from the customer, in monthly installments, by the 15th day of the month.
- (e) ~~Any franchise fee collected by the Town shall be a sum of money equal to 25 percent. (By way of example only, if the business' charge to its customer for solid waste collection, disposal, and recycling services is \$100.00, then the franchise fee will be \$25.00. The business will be required to remit to the Town the \$25.00 franchise fee, following receipt of the \$100.00 service charge from the customer. Consequently, the total amount billed to the customer would be \$125.00.)~~
- (f) ~~In the event the Town Council requires a franchise fee, then annually on the 30th business day of September each year, each solid waste collection and disposal company operating in the Town shall file with the Town manager, or his designee, an application, in the form provided by the Town, which shall set forth all of the business' gross receipts for the previous year for collection and disposal of solid waste originating in the Town, and permit the Town, or its authorized agent, to inspect and audit the financial books, reports, and records of the solid waste collection and disposal business to insure proper payment of the franchise fee amount to the Town. Any shortfall or overage discovered by the Town during any inspection of the business' records shall be paid by the party owing same no later than 30 days following receipt of written notice from the Town of such shortfall or overage.~~

Sec. 38-56. Collection to be by town or franchisee.

- (a) Each residential owner or lessee, each apartment owner and each owner-operator of a non-residential use shall subscribe to a regularly scheduled Solid Waste Services or Recyclable Materials Collection service as may be provided either by the Town or by such private individual or concern as may be franchised by the Town, except as may be exempted by Town ordinance or state law. The levels of necessary service shall be

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determined based upon the use. Any collection services in addition to regularly scheduled collection services shall be scheduled through the Town. Verification of adequate Solid Waste and Recyclable Collection Services must be provided to the Town upon the Town's request. ~~So long as the Town levies and collects its Residential Solid Waste Collection Special Assessment, the Town shall collect the costs of such service and remit to the franchisee. The franchisee shall collect all other costs of service provided within the Town.~~

- (b) No individual, corporation or other entity will be permitted to collect Solid Waste or Recyclable Materials within the Town either on a regularly scheduled basis or, alternatively, on a non-scheduled short-term, or temporary, basis unless such individual, corporation or other entity is properly franchised by the Town, except as may be required or exempt by state law or Town ordinance.

~~Sec. — Customer Fees.~~

- (a) ~~Fees for solid waste service may be collected as a special assessment levied and collected by the Town, or collected by the Town or franchise operator by billing the owner and/or lessee for the solid waste collection service within the Town. The Town may also provide, by agreement, for the billing and collection of the Town's fee for solid waste service by another governmental entity. Any residential owner or lessee, apartment owner or non-residential user who shall fail to make appropriate payment related to solid waste collection service shall have his solid waste collection service terminated. Any residential owner or lessee, apartment owner or non-residential user whose solid waste collection service shall be so terminated shall be deemed in violation of this chapter.~~
- (b) ~~Fees for refuse and recycling collection, which shall be collected by the Town, franchisor, or other authorized governmental entity, shall be as established by the Town Council.~~

Sec. 38.57. Solid waste collection special assessments shall constitute a lien on improved real property.

All solid waste collection special assessments imposed against the owners of assessed units pursuant to this chapter shall constitute, and are hereby imposed as, liens against such real property as of January 1 of each year or as soon thereafter as the certified roll is received by the tax collector. Until fully paid and discharged or barred by law, the solid waste collection special assessments shall remain liens equal in rank and dignity with the lien of county ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. If any solid waste collection special assessment liens become delinquent by not being fully paid by April 1 following the year in which they are assessed, or immediately after 60 days have expired from the mailing of the original notice set forth by the uniform method, whichever is later, and remain delinquent, such

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liens shall be enforced by the tax collector in the same manner as any other special assessment lien of the Town.

Sec. 38.58. Containers required.

Each dwelling unit shall be required to have a Town approved garbage container. It shall be unlawful within the Town for any person to place any solid waste or vegetative waste out for collection unless such solid waste or vegetative waste is in a Container, if such Container is required and approved by the Town Council. A Garbage Can may not be used if a Container has been required and approved by Town Council.

~~Sec. — Maintenance of Exterior of Premises relating to Collection~~

~~(a) All items placed out for collection shall be placed in the area designated by the property owner for the placement of such items. Should the Town of a franchisor request, the property owner shall designate such location in writing. Any items placed in an area not designated for pickup shall be deemed a blighting condition and/or nuisance pursuant to paragraph (b) below.~~

~~(b) At all times, any exterior premises adjacent to a public roadway used for access to the property shall be maintained by the owner or operator of such premises such that the appearance of such premises shall not constitute a blighting condition, blighting factor or nuisance. Items placed for collection in violation of Section —, “Containers Required” shall be deemed a violation of this Section.~~

~~Sec. — Designated debris placed for collection.~~

~~It shall be unlawful within the Town for any person to place upon the area adjacent to a public roadway used for access to the property for solid waste collection and designated pursuant to Section — any item other than for collection pursuant to the terms of this ordinance.~~

~~Sec. — Location for placing debris for collection~~

~~All debris placed out for collection shall be placed on the property from which the debris was generated, at a location adjacent to the public roadway used for access to the property, but not within swales or recorded drainage or roadway easements. It shall be unlawful to place debris for collection within swales, or recorded drainage or roadway easements, or within public roadways, that about the property of another or on the property of another.~~

Sec. 38.59 Precollection procedures generally.

(a) The placement of garbage in a loose and uncontained manner on the roadside, swale, other locations adjacent to the roadway, or in dumpster enclosures shall be strictly prohibited.

(b) No person shall place for curbside collection any garbage, bulk waste, vegetative waste, or recyclable materials upon any property other than in the swale or area adjacent to and directly in front of the same property from which the garbage, bulk waste, vegetative waste, or

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recyclable materials was generated or accumulated, unless a predetermined location has been approved by the Town and the Town's Contractor.

(c) All garbage containers, when placed for curbside collection, shall be at ground level, not within the roadway, and immediately accessible to collection crews.

(d) No person shall place any garbage containers, or any accumulation of garbage, bulk waste or vegetative waste in any portion of a roadway, right-of-way or upon private property in any part of a front yard or a side yard abutting a right-of-way except during the time periods as allowed by this Article. No person in possession of real property shall allow any garbage containers or roll-out cart, or any accumulation of garbage, bulk waste or vegetative waste to remain in any portion of a roadway or right-of-way abutting his/her property to the centerline of the roadway or right-of-way, or in any part of the front yard or side yard abutting the roadway or right-of-way, except during the day scheduled for collection or as otherwise set forth in this Article.

(e) Private roads shall be fully accessible to the Town's contractor and equipment in order for collections to be made by the Town's Contractor without delay.

(f) Unacceptable materials shall be stored and properly disposed of by the person responsible for their generation or accumulation.

(g) Hazardous wastes shall be stored and properly disposed of by the person responsible for their generation or accumulation.

Sec. 38.60. Hours when garbage, etc., may be placed out for collection.

It shall be unlawful within the Town for any person to place any Solid Waste or Recyclable Materials adjacent to the public road used for access to the property any earlier than 6:00 p.m. on the day before the scheduled solid waste collection day applicable to such person's property. It shall be unlawful within the Town for any person to fail to remove from the public roadway used for access to the property or adjacent to such public roadway any Container ~~by 6:00 a.m.~~ within 24 hours of the day following the scheduled Solid Waste or Recyclable Materials collection day applicable to such person's property. All Solid Waste, Bulk, Vegetation and Recyclable materials must be placed out for pick up no later than 7:00 a.m. on the day of service.

Sec. 38.61. Construction and demolition debris.

~~Source separated construction and demolition that qualifies as Recoverable Materials shall not be part of the franchise; otherwise, Collection of Construction and Demolition Debris may be made part of the Town's exclusive franchise agreement for solid waste collection included with a franchise granted pursuant to this chapter.~~

Construction and demolition debris originating prior to, during, or subsequent to the construction of new buildings, alterations or additions to existing buildings of whatsoever type or from demolition of existing structures will not be collected under the Town's residential service. Removal of these construction and demolition debris is the responsibility of the building contractor or installer.

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Construction and demolition debris resulting from minor homeowner repairs (residential do-it-yourself projects) which meet the requirements for trash collection must be bundled, bagged or boxed and will be collected at curbside. Discarded lumber pieces must be no longer than four (4) feet without nails. Larger materials may be picked up by special request at an additional charge from the contractor.

Sec. 38.62. Registration of recovered material dealers.

- (a) A recovered materials dealer or pyrolysis facility must register with the Town before engaging in business within the jurisdiction of the local government. Such registration process is limited to requiring the dealer or pyrolysis facility to:
 - (1) register its name, including the owner or operator of the dealer or pyrolysis facility, and, if the dealer or pyrolysis facility is a business entity, its general or limited partners, its corporate officers and directors;
 - (2) its permanent place of business;
 - (3) evidence of its certification under Section 403.7046, Florida Statutes, and;
 - (4) a certification that the recovered materials or post-use polymers will be processed at a recovered materials processing facility or pyrolysis facility satisfying the requirements of Section 403.7046.
- (b) The Town shall charge the dealer or pyrolysis facility a registration fee commensurate with and no greater than the cost incurred by the local government in operating its registration program, as established by resolution by the Town Council. Registration program costs are limited to those costs associated with the activities described in this ordinance.
- (c) The Town's reporting or registration process with regard to recovered materials or post-use polymers is governed by Section 403.7046 and rules of the Florida Department of Environmental Protection or any successor agency performing a like function, adopted pursuant to Section 403.7046.
- (d) The Town may temporarily or permanently revoke the authority of a recovered materials dealer to do business within the Town. If the Town believes that the recovered materials dealer finds the recovered materials dealer has consistently and repeatedly violated state or local laws, rules, regulations, and the Town's ordinances, it shall notice the recovered materials dealer of the charges and schedule a hearing before the Town's special magistrate using the notice and hearing process of Chapter 162, Florida Statutes.

Sec. 38.63. Recycling program.

- (a) ~~Single-family~~ Residential collection.
 - (1) *Paper Goods*. Paper Goods placed out for collection as Recyclable materials shall be segregated from all other solid waste material by all ~~single-family homeowners~~ and residential units not using containerized refuse service. It shall be in a

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Container provided by the Town's Contractors and placed out for collection according to a scheduled day established by the Town along with all other Solid Waste or next to the Container or Garbage Can used by such Solid Waste customers. Recyclable Materials shall not be placed in plastic bags, and adequate precaution shall be made to prevent newspapers from being scattered by the elements.

- (2) *Clear glass and aluminum cans.* All clear glass and aluminum cans placed out for collection as Recyclable Materials shall be placed in the Container provided for by the contractor of the Town and placed out for collection according to a scheduled day established by the Town along with all other Solid Waste or next to the Container or Garbage Can used by solid waste customers. No other waste besides clear glass and aluminum cans shall be placed in the container that is provided for by the Town.

~~(b) Multifamily collection.~~

- ~~(1) *Paper Goods.* Paper Goods placed out for collection as Recyclable Materials shall be segregated from all other solid waste material by all multifamily home owners and residential units using containerized Solid Waste Collection Service. At least one container for each trash dumpster shall be provided for each condominium or apartment complex for deposit of all Paper Goods and for collection of same. Collection of Paper Goods shall be made at least once weekly in accordance with a schedule approved by the Town. Paper Goods shall not be placed in plastic bags, and adequate precaution shall be made to prevent Paper Goods from being scattered by the elements.~~

- ~~(2) *Clear Glass and Aluminum cans.* Clear Glass and Aluminum Cans placed out for collection as Recyclable Materials shall be segregated from all other solid waste material by all multifamily unit owners and residential units using containerized Solid Waste Collection Service. At least one container for each trash dumpster shall be provided for each condominium or apartment complex for deposit of all Clear Glass and Aluminum Cans and for collection of same. All Clear Glass and Aluminum Cans shall be placed in the container provided and placed out for collection at least once weekly in accordance with a schedule approved by the Town. No other waste besides Clear Glass and Aluminum Cans shall be placed in the container that is provided for recyclables.~~

~~(e) *Unauthorized collection.* It shall be a violation of this section for any person not authorized by the Town to collect or remove any Recyclable Materials as provided for above which has been specifically placed for collection in any recycling container in any single family residential area or any multifamily residential area of the Town.~~

Sec. 38.64. Vegetative waste.

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(a) Vegetative waste shall be collected from residential areas as set forth in the Franchise Agreement between the Town and its contractor and as approved by the Contract Administrator. Vegetative waste shall be placed adjacent to the pavement or travel way of the road. No more than six cubic yards of vegetative waste shall be placed out for pickup at a time. All items other than palm fronds, tree branches and Christmas trees such as grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized with each filled container weighing less than 50 pounds. Vegetative Waste, except palm fronds, must be no more than six (6) feet in length and no single item shall weigh more than 50 pounds, and shall be placed neatly at the edge of the road. Natural Christmas trees will be collected as Vegetative Waste and any section must not be more than 8 feet in length or 50 pounds in weight.

In the event of a dispute between the contractor and a customer as to what constitutes vegetative waste, the situation will be reviewed and decided by the Town Manager, whose decision shall be final.

(b) Vegetative waste may not be placed adjacent to the pavement or travel way of the road at time periods or at locations outside of those allowed by this Article. In the event this occurs, the Town's contractor may collect the vegetative waste and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.

Sec. 38.65. Bulk trash.

(a) It shall be unlawful for any person to leave outside any building in a place accessible to children any appliance, refrigerator or container with any doors, lids or closures of any type in place. This prohibition shall not apply to any appliance, refrigerator or container at a commercial establishment which has been placed on or adjacent to the rear of the building and is crated, strapped or locked to an extent that it is impossible for a child to obtain access to any compartment thereof.

(b) If bulk trash is placed adjacent to the pavement or travel way of the street/alley at time periods or at locations outside of those allowed by this Article, the Town's contractor may collect the bulk trash and charge a fee as set forth in the franchise agreement with the contractor if requested by the customer.

Sec. 38.66. Interim rates for new structures.

The Town shall have the ability to charge property owners, who receive a certificate of occupancy after the solid waste collection services non ad-valorem assessment roll has been provided to the Tax Collector, on a pro-rata basis, as part of the fee for the granting of the certificate of occupancy or final permit.

Sec. 38.67. Community piles.

The Town may provide for the establishment of vegetative piles that may be used by more than one property owner for residential vegetative waste as approved by the Town and its Contractor.

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Section 3. Conflict. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 4. Severability. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. Codification. It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that the Sections of this ordinance may be renumbered, re-lettered, and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2019.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVID DEMAROIS, VICE MAYOR	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐

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PHILLIS MANIGLIA, COUNCILMEMBER ☐ ☐ ☐

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN
LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS
____ DAY OF _____, 2019.**

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakesha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor David Demarois

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: R. Brian Shutt, Town Attorney
VIA: James Titcomb, Town Manager
SUBJECT: First Reading of Ordinance No. 2019-09 approving Charter “Housekeeping”

Background:

On August 6, 2019 the Town Council approved by Resolution No. 2019-45 to create a Charter Review Committee.

The Charter Review Committee has reviewed the Charter as exists and discussed many items for consideration. Currently, the committee has recommended the following housekeeping changes go to referendum, via ordinance to be placed on the March 17, 2020 ballot, to update the Town’s Charter.

Recommendations:

Staff recommends Town Council approve on First Reading Ordinance No. 2019-09

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AMENDMENTS TO THE TOWN OF LOXAHATCHEE GROVES TOWN CHARTER; DELETING PORTIONS OF SECTION 1 “CHARTER; CREATION; FORM OF GOVERNMENT; BOUNDARIES AND POWERS”, PARAGRAPH 3(B); SECTION 3 “ELECTION AND TERMS OF OFFICE”, PARAGRAPH (3)(D) “DEADLINE”; SECTION 9 “GENERAL PROVISIONS”, PARAGRAPH 9 “STANDARDS OF CONDUCT”; SECTION 10 “TRANSITION SCHEDULE”, PARAGRAPH 1 “REFERENDUM”; PARAGRAPH 2 “INITIAL ELECTION OF COUNCIL MEMBERS; DATES”; PARAGRAPH 4 “FIRST YEAR EXPENSES”; PARAGRAPH 6 “TEMPORARY EMERGENCY ORDINANCES”; PARAGRAPH 8 “COMMUNICATIONS SERVICES TAX”; PARAGRAPH 9 “STATE SHARED REVENUES”; PARAGRAPH 11 “WAIVER”; SECTION 11 “CONTINUATION, MERGER, AND DISSOLUTION OF EXISTING DISTRICTS AND SERVICE PROVIDERS”, PARAGRAPH 4 “PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT B”; PARAGRAPH 5 “PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT F”; PARAGRAPH 6 “LOXAHATCHEE GROVES WATER CONTROL DISTRICT; CONTINUATION”; PARAGRAPH 7 “LOXAHATCHEE GROVES PARK; CONTINUATION”, AS THESE PROVISIONS ARE OUTDATED AND/OR NOT APPLICABLE; ESTABLISHING THE DATE OF MARCH 17, 2020, FOR THE REFERENDUM; PROVIDING A BALLOT TITLE AND QUESTION; PROVIDING FOR POLLING LOCATIONS AND QUALIFIED ELECTORS; PROVIDING FOR NOTICE AND ADVERTISING OF THE REFERENDUM; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Loxahatchee Groves, Florida (the “Town”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to §166.021 and §166.031, Florida Statutes, the Town of Loxahatchee Groves Town Charter (the “Charter”) may be amended through the Town’s exercise of its authority, including the amendment of those portions of its Charter which require a referendum, provided that a majority of the electors in a referendum affirmatively vote to amend the Charter; and

WHEREAS, the Town Council appointed a Charter Review Committee who met on several occasions at duly noticed public meetings and recommended several initial housekeeping

amendments to the Town Charter; and

WHEREAS, §166.031, Florida Statutes authorizes the governing body of a municipality to submit proposed amendments to the Charter of the municipality in the form of an ordinance to the electors of the municipality; and

WHEREAS, §100.342, Florida Statutes, requires that the Town publish two (2) notices in a newspaper of general circulation in Palm Beach County, evidencing the Town's intention to determine whether a majority of the qualified electors of the Town approve of the proposed amendments to the Charter; and

WHEREAS, the Town shall comply with the notice requirements; and

WHEREAS, the Town Council finds that the holding of a referendum on the amendments to the Charter set forth below (the "Referendum") furthers the public health, safety and general welfare of the residents and citizens of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

SECTION 1 – Findings of Fact: The **WHEREAS** clauses set forth above are adopted herein as findings of fact.

SECTION 2 – Amendment: Town Charter, Section 1 "Charter; creation; form of government; boundaries and powers", Paragraph (3)(b), is deleted as follows:

~~(b) — The town shall not annex that area now known as Callery Judge Groves, generally described as that area of land bounded on the north by M canal, on the south by the northern border of the town, on the east by 140th, and on the west by M canal.~~

SECTION 3 – Amendment: Town Charter, Section 3 "Election and terms of office", Paragraph (d), is amended to read as follows:

(d) Deadline.--Any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk ~~no sooner than noon on the first Tuesday of January, nor later than noon on the second Tuesday in January, of the year in which the election is to be held except for those years in which the first Tuesday in January is January 1, and in those years any resident of the town who wishes to become a candidate for a council member seat shall qualify with the town clerk no sooner than noon on the first Wednesday of January, nor later than noon on the second Wednesday in January in those years in which the election is to be held.~~

SECTION 4 – Amendment: Town Charter, Section 9 “General provisions”, Paragraph 9 “Standards of conduct”, is amended to read as follows:

(9) STANDARDS OF CONDUCT.--All elected officials and employees of the town shall be subject to the standards of conduct for public officers and employees set by general law and any applicable State, County or town ethics rules or policies. ~~In addition, the town council shall, no later than 6 months from the effective date of incorporation, establish by ordinance a code of ethics for officials and employees of the town which may be supplemental to general law, but in no case may such an ordinance diminish the provisions of general law. The intent of this subsection is to require more stringent standards than those provided under general law.~~

SECTION 5 – Amendment: Town Charter, Section 10 “Transition Schedule”, is amended to read as follows:

Section 10. Transition schedule.--

~~(1) — REFERENDUM. The Palm Beach County Commission shall hold the referendum election called for by this act on October 10, 2006, at which time the following question shall be placed upon the ballot:~~

~~"Shall the creation of the Town of Loxahatchee Groves and its charter be approved?"~~

~~Yes~~

~~No~~

~~(2) — INITIAL ELECTION OF COUNCIL MEMBERS; DATES. —~~

~~(a) Following the adoption of this charter, the Palm Beach County Commission shall call a special election for the election of the five town council members to be held on March 13, 2007. Candidates for the election shall qualify for seat 1, seat 2, seat 3, seat 4, and seat 5. The candidate receiving the highest number of votes for that seat shall be elected. If more than one candidate for a designated council member seat receives an equal and highest number of votes, then the candidates receiving the highest votes in the general election shall run again in the runoff election which shall be held on March 27, 2007.~~

~~(b) Any individual who wishes to run for one of the five initial seats on the council shall qualify as a candidate with the Palm Beach County Supervisor of Elections in accordance with the provisions of this charter and general law.~~

~~(c) The Palm Beach County Commission shall appoint a canvassing board which shall certify the results of the election.~~

~~(d) Those candidates who are elected on March 13, 2007, and March 27, 2007, shall take office at the initial town council meeting, which shall be held at 7 p.m. on March 29, 2007.~~

....

~~(4) FIRST YEAR EXPENSES. The town council, in order to provide moneys for the expenses and support of the town, shall have the power to borrow money necessary for the operation of town government until such time as a budget is adopted and revenues are raised in accordance with the provisions of this charter.~~

.....

~~(6) TEMPORARY EMERGENCY ORDINANCES. The town council shall adopt ordinances and resolutions required to effect the transition. Ordinances adopted within 60 days after the first council meeting may be passed as emergency ordinances. These transitional ordinances, passed as emergency ordinances, shall be effective for no longer than 90 days after adoption and thereafter may be readopted, renewed, or otherwise continued only in the manner normally prescribed for ordinances.~~

....

~~(8) COMMUNICATIONS SERVICES TAX. The communications services tax imposed under s. 202.19, F.S., by Palm Beach County will continue within the town boundaries during the period commencing with the date of incorporation through December 31, 2007. Revenues from the tax shall be shared by Palm Beach County with the town in proportion to the projected town population estimate of the Palm Beach County Planning Division compared with the unincorporated population of Palm Beach County before the incorporation of Loxahatchee Groves.~~

~~(9) STATE SHARED REVENUES. The Town of Loxahatchee Groves shall be entitled to participate in all shared revenue programs of the state available to municipalities effective April 1, 2007. The provisions of section 218.23(1), Florida Statutes [F.S. § 218.23(1)], shall be waived for the purpose of eligibility to receive revenue sharing funds from the date of incorporation through the state fiscal year 2009-2010. Initial population estimates for calculating eligibility for shared revenues shall be determined by the University of Florida Bureau of Economic and Business Research. Should the bureau be unable to provide an appropriate population estimate, the Palm Beach County Planning Division estimate should be utilized. For the purposes of qualifying for revenue sharing, the following revenue sources shall be considered: municipal service taxing units, fire municipal service taxing units, water control district revenues, occupational license taxes, ad valorem taxes, public utility service taxes, communications services tax, and franchise fees.~~

~~(11) WAIVER. The provisions of section 218.23(1), Florida Statutes [F.S. § 218.23(1)], shall be waived for the purpose of conducting audits and financial reporting through fiscal year 2007-2008.~~

SECTION 6 – Amendment: Town Charter, Section 11 “Continuation, merger, and dissolution of existing districts and service providers”, is amended to read as follows:

Section 11. Continuation, merger, and dissolution of existing districts and service providers.

....

~~(4) PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT B. That portion of Palm Beach County Municipal Service Taxing Unit B, a dependent district of Palm Beach County created by the Palm Beach County Commission that lies within the boundaries of the Town of Loxahatchee Groves, shall cease to exist within the municipal boundaries of the Town of Loxahatchee Groves on October 10, 2006.~~

~~(5) PALM BEACH COUNTY MUNICIPAL SERVICE TAXING UNIT F. That portion of Palm Beach County Municipal Service Taxing Unit F, a dependent district of Palm Beach County created by the Palm Beach County Commission that lies within the boundaries of the Town of Loxahatchee Groves, shall cease to exist within the municipal boundaries of the Town of Loxahatchee Groves on October 10, 2006.~~

~~(6) LOXAHATCHEE GROVES WATER CONTROL DISTRICT; CONTINUATION. Notwithstanding the incorporation of the Town of Loxahatchee Groves, the Loxahatchee Groves Water Control District, an independent special district created pursuant to the laws of the state, is authorized to continue in existence.~~

~~(7) LOXAHATCHEE GROVES PARK; CONTINUATION. Notwithstanding the incorporation of the Town of Loxahatchee Groves, the Loxahatchee Groves Park will continue to be operated by the Palm Beach County Department of Parks and Recreation, in accordance with existing Palm Beach County standards. All planned improvements to the park shall be subject to approval of the Town of Loxahatchee Groves but are the responsibility of Palm Beach County. Nothing contained herein shall prevent Palm Beach County and the Town of Loxahatchee Groves from entering into an interlocal agreement related to maintenance, planned improvements, sale, or transfer of the park.~~

SECTION 7. In accordance with the Florida Constitution, Chapters 101 and 166, Florida Statutes, as amended, the Charter and the Code of Ordinances of the Town, the amendments to the Town Charter contained herein shall be submitted to the qualified electors of the Town of Loxahatchee Groves, Florida, for the purpose of determining the question of whether the amendments set forth in sections 2 through 6 shall be adopted.

SECTION 8. A Referendum Election shall be held in the Town of Loxahatchee Groves, Florida, on the 17th day of March, 2020, to determine whether or not a majority of the qualified electors of

the Town of Loxahatchee Groves, Florida, support the proposed amendments to the Town's Charter as set forth above in sections 2 through 6 of this Ordinance.

SECTION 9. The Supervisor of Elections of Palm Beach County, Florida, shall determine polling locations or places, and all qualified electors of the Town of Loxahatchee Groves, Florida, who vote in the Referendum, shall vote at those designated polling places. The polls shall be opened on the date of the Referendum on the proposed Town of Loxahatchee Groves, Florida, Charter Amendments from 7:00 a.m. until 7:00 p.m. on the same day. Only the duly qualified electors of the Town of Loxahatchee Groves, Florida, shall be permitted to vote on this Referendum question.

SECTION 10. The Ballot Title shall be as follows:

“LOXAHATCHEE GROVES CHARTER AMENDMENTS TO ADDRESS VARIOUS OUTDATED AND OBSOLETE PROVISIONS AND OTHER HOUSEKEEPING ISSUES”

SECTION 11. The following question shall be placed on a ballot for consideration by the qualified electors of the Town of Loxahatchee Groves, Florida. The election ballot question shall read as follows:

SHALL LOXAHATCHEE GROVES AMEND ITS CHARTER TO DELETE CERTAIN PROVISIONS OR PORTIONS OF A PROVISION THAT ARE OUTDATED OR NO LONGER APPLICABLE TO THE TOWN REGARDING BOUNDARIES, QUALIFYING PERIODS, STANDARDS OF CONDUCT, TRANSITION SCHEDULE, TERMS AND TAXING DISTRICTS?

YES _____

NO _____

SECTION 12. The Town Clerk of the Town of Loxahatchee Groves, Florida, is hereby authorized and directed to advertise the Referendum Election in accordance with the Town Charter and Code of Ordinances, and any other applicable law.

SECTION 13. Codification. In the event these proposed amendments are approved by referendum, the amendments set forth in sections 2 through 6 shall become and be made a part of the Town Charter of the Town of Loxahatchee Groves, Florida. The Articles or Sections of these Charter amendments may be renumbered or re-lettered to accomplish such.

SECTION 14. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 15. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 16. Effective Date. This Ordinance shall take effect immediately upon adoption. The provisions of Sections 2 through 6 of this ordinance shall only be effective upon the affirmative vote of the Town electorate approving such measures.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2019.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVID DEMAROIS, VICE MAYOR	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____, 2019.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Lakesha Q. Burch, Town Clerk

Mayor Robert Shorr

Vice Mayor David Demarois

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member Laura Danowski

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

**SUBJECT: Memorandum of Understanding with Palm Beach County
Water Utilities Department**

Background:

In 2009, the Town entered into a Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement with the PBC Water Utilities Department under which the County pays to the Town a 10% franchise fee as well as capacity or connection fees on accounts serviced by the County within the Town's municipal boundaries. In 2014 and 2016, the County overpaid the Town total \$43,029.21.

In order to lessen the impact on the Town's cashflow and finances, the County has agreed to offset the overpayment against capacity or connection fees expected to be received from the upcoming development approved at Groves Town Center. These payments would normally be included in the County's annual September to the Town. Accordingly, beginning in September 2020, and annually thereafter, the County will withhold September payments until the overpayment has been collected. Any excess beyond the overpayment due will be remitted to the Town. Regular monthly franchise fee payments under the agreement will continue uninterrupted.

Amounts due to the County have been reviewed by our auditors and an adjustment to recognize the Town's liability has been made in the financial statements.

Recommendations:

Staff seeks Council approval to execute the attached memorandum of understanding with the Palm Beach County Water Utilities Department.



August 28, 2019

**Water Utilities Department
Administration**

8100 Forest Hill Blvd.
West Palm Beach, FL 33413
(561) 493-6000
Fax: (561) 493-6008
www.pbcwater.com



**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

Town of Loxahatchee Groves,
Attn: Jamie Titcomb, Town Manager
155 F Road
Loxahatchee Groves, FL 33470

Dear Mr. Titcomb,

As discussed, the Palm Beach County Water Utilities Department (WUD) has remitted Franchise Fees to the Town of Loxahatchee Groves (Town) in excess of the Franchise Fees due to the Town under the 2009 Potable Water, Wastewater, and Reclaimed Water Utilities Franchise and Service Area Agreement. The excessive payments total \$43,029.21 (Overpayment), as further detailed in the attached table. The Town and WUD agree to follow the provisions of this letter in refunding the Overpayment.

It is understood that each annual September payment to the Town contains certain payments not contained within other monthly payments, and is therefore the appropriate time to collect the Overpayment. Therefore, starting with the payment due in September 2020, and annually thereafter, WUD will withhold future September payments due to the Town until the full refunding of the Overpayment. To the extent that the final payment required for the refunding of the Overpayment does not require the full amount of the September payment, any excess shall be remitted to the Town. Regular monthly payments will continue uninterrupted.

Please indicate your agreement to this course of action by signing below, and returning one (1) copy to me at the above address. Thank you for your cooperation on this matter.

Jim Stiles, Director, Palm Beach County Water Utilities Department

X Jim Stiles

Jamie Titcomb, Town Manager, Town of Loxahatchee Groves

X _____

"An Equal Opportunity
Affirmative Action Employer"

Town of Loxahatchee Groves
Franchise Fee Analysis
WUD Development Tracking System (DTS) Audit
Fiscal Year 2012 - Fiscal Year 2018

Detail Schedules

	<u>Amount Remitted to Lox Groves</u>	<u>Verified Amounts due to Lox Groves</u>	<u>Overpayment</u>
Fiscal Year 2012	\$ 1,052.60	\$ 1,052.60	\$ -
Fiscal Year 2013	\$ -	\$ -	\$ -
Fiscal Year 2014	\$ 7,320.99	\$ 7,124.79	\$ 196.20
Fiscal Year 2015	\$ 1,989.04	\$ 1,989.04	\$ -
Fiscal Year 2016	\$ 88,024.02	\$ 45,191.01	\$ 42,833.01
Fiscal Year 2017	\$ 13,227.57	\$ 13,227.57	\$ -
Fiscal Year 2018	\$ -	\$ -	\$ -
	<u>\$ 111,614.22</u>	<u>\$ 68,585.01</u>	<u>\$ 43,029.21</u>

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Mary McNicholas, Town Lobbyist
VIA: James Titcomb, Town Manager
SUBJECT: Approval of 2020-21 Legislative Priorities

Background:

Attached is a cover letter and outline of legislative priorities requested for approval as previously discussed by Council this past summer.

Recommendations:

Staff seeks Council approval to submit the attached priorities to appropriate legislators and agencies.



GOVERNMENT RELATIONS • PUBLIC POLICY AND STRATEGIC PLANNING • REGULATORY MONITORING AND ACTION • LAND USE AND ZONING

October 29, 2019

Honorable Council Members
Town of Loxahatchee Groves
155 F Road
Loxahatchee, FL 33470

Ref: Approval of the attached Town of Loxahatchee Groves' Legislative Priorities, 2020-21

Dear Council Members,

Attached is the Town of Loxahatchee Groves' Legislative Priorities for the upcoming session, 2020-21. **We would request your final approval for this list in order to submit as directed to the appropriate Legislators.**

This final list has received input from many staff and stakeholders and while there may be some small adjustments needed (as noted), this is basically the same list that you as a Council approved in July, 2019, and that we have been discussing for the past several months. Of note, one item has been removed, the Water Culvert System Repair, as it is more appropriate to have under repair and maintenance and/or other requests that we plan to submit.

Please feel free to contact me if you should have any questions or need further clarification.

Sincerely,

A handwritten signature in dark ink, appearing to read "Mary McNicholas", is written over a light blue horizontal line.

Mary McNicholas
Geoffrey B. Sluggett & Associates

Copy to: James Titcomb, Town Manager
Brian Shutt, Town Attorney

October 29, 2019

**Legislative Priorities Town of Loxahatchee Groves
(LEGISLATIVE APPROPRIATION PROJECTS REQUESTS 2020-21)**

1) Canal System Rehabilitation Project (Canal dredging, muck disposal, surveying, testing services)

Project would allow dredging, disposal of collected material improving function/aesthetics & re-establishing design cross sections, promoting native aquatic vegetation, reducing probability of storm debris blocking waterways, providing increased storage, preventing flooding, and providing bank restoration.

Total costs	\$ 1,100,000.00
Requested Matching Funds (50% share)	<u>550,000.00</u>

2) North B Road Improvements

Improvements for substrate, water line/fire hydrants, drainage, pavement, and erosion control to substantially improve a road that was falling into the canal last year. Town has installed \$150K in drainage improvements and additional rock substrate showing commitment to provide a shovel ready project to improve public safety access and response time.

Total costs w/ Contingency	\$ 3,493,340.00*
Requested Matching Funds (50% share)	<u>1,746,670.00*</u>

3) Southern D Road Improvements (Southern Blvd. to Collecting Canal Rd)

Project is a major connector road to SR 80 and the Town; with the widening of SR 80 and the addition of a traffic light and turn lanes at this intersection, fast approaching NB traffic from SR 80 will be confronted with a sub-standard dirt road that is impassable during rain events. This shovel ready project includes guardrails, substrate, water line/fire hydrants, drainage, pavement, and erosion control for the public, public safety access & improved response time, along with the Division of Forestry's location, access and response time on this section of D Road.

Total costs w/ Contingency	\$ 1,486,177.50*
Requested Matching Funds (50% share)	<u>743,088.75*</u>

*** Costs may be slightly updated, per engineers input prior to 11/5/19 Council meeting.**

**Legislative Priorities Town of Loxahatchee Groves
(LEGISLATIVE APPROPRIATION PROJECTS REQUESTS 2020-21)**

4) North Road Multi-Use Trail Improvements

Multi-use project provides connectivity between Town’s Public Greenways and trails to existing Palm Beach Pines Natural Area; provides safe passage to the Town’s North side population where no access to pathways exist. This shovel ready project will help preserve and enhance the rural quality of life that is an integral part of the Town’s Comprehensive Plan.

Total Construction Costs	\$ 95,000.00
Requested Matching Funds (50% share)	<u>47,500.00</u>

5) Water Resiliency/Storm Water Retention/Aquifer Recharge Area**

Multi-use approach for lands adjacent to Collecting Canal & the commercial Groves Town Center site to create vegetative wetlands, hydraulically connecting to Collecting Canal that will ultimately provide much needed water quality treatment, create additional surface water capacity and improve ground water recharge with the proposed equestrian trail that would be constructed to meander around and through the vegetative wetlands.

Total Construction Costs	\$ 500,000.00
Requested Matching Funds (50% share)	<u>250,000.00</u>

**** Include only if project can be worked out with existing property owner**



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves

FROM: Francine Ramaglia, Assistant Town Manager

VIA: James Titcomb, Town Manager

SUBJECT: Resolution No. 2019-53 Authorizing Contract with Coastal Solid Waste & Recycling Services, LLC.

Background:

Resolution No. 2019-53 authorizes the contract with Coastal Waste and Recycling of Palm Beach County, LLC. to provide solid waste and recycling collection services pursuant to RFP 2019-001 for the initial five-year term and the first two-year renewal for the period beginning on December 1, 2019 through September 30, 2026.

Further, the resolution provides that roll-off collection services shall be exclusive to the Coastal. However, in the event a property owner/business has an existing contract for roll-off collection service, the property owner/business shall not be required to start using Coastal's roll-off collection services until the expiration of such contract or for a one-year period from the execution of this agreement, whichever is earlier.

Recommendations:

Staff recommends approval of Resolution 2019-53 with Coastal Waste and Recycling of Palm Beach County, LLC. to provide solid waste and recycling collection services including commercial and roll-off franchises.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AUTHORIZING THE CONTRACT WITH COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC TO PROVIDE SOLID WASTE AND RECYCLING COLLECTION SERVICES PURSUANT TO RFP 2019-001 FOR THE INITIAL FIVE YEAR TERM AND THE FIRST TWO YEAR RENEWAL TERM FOR A TOTAL PERIOD BEGINNING ON JANUARY 1, 2020 THROUGH DECEMBER 31, 2026 AND THE SECOND AMENDMENT PROVIDING FOR AN EXCLUSIVE FRANCHISE FOR ROLL-OFF COLLECTION SERVICES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Loxahatchee Groves issued a request for proposals for solid waste and recycling collection services; and

WHEREAS, Coastal Waste & Recycling of Palm Beach County, LLC (“Coastal”) responded to the request for proposals and was selected as the number one proposer and staff was instructed to draft an agreement with Coastal as the awarded vendor; and

WHEREAS, the attached agreement provides for the exclusive collection of solid waste and recycling services for a five year term; and

WHEREAS, in order to provide for a lower monthly cost to the residents of the Town, Coastal has requested that the Town execute the first two year renewal allowed under the request for proposal at this time; and

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached Agreement as well as the attached renewal amendment for a two-year term.

WHEREAS, the Town has determined it to be in the best interests of the residents of the Town to execute the attached second amendment providing that roll-off collection services shall be exclusive to the Coastal for the same term as the agreement.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted as if fully set forth herein.

Section 2. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the contract with Coastal Waste and Recycling of Palm Beach County, LLC. to provide solid waste and recycling collection services pursuant to RFP 2019-001 for the initial five-year term and further approves the first two-year renewal amendment for a total period beginning on January 1, 2020 through December 31, 2026.

Section 3. The Town Council of the Town of Loxahatchee Groves, Florida hereby approves the second amendment which provides that roll-off collection services shall be exclusive to the Coastal.

Section 4. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Dave DeMarios, VICE MAYOR	☐	☐	☐
Laura Danowski, COUNCIL MEMBER	☐	☐	☐
Lisa El-Ramey, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS-__ DAY OF _____, 2019.

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

Solid Waste and Recycling Collection Services Agreement

This Agreement is hereby made and entered into this ____ day of _____, 2019, between the TOWN OF LOXAHATCHEE GROVES, Florida, a municipal corporation (hereinafter referred to as "Town") and COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC (hereinafter referred to as "Contractor").

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

1. TERM: The term of this Agreement shall be for the period beginning January 1, 2020, and expiring December 31, 2024. This Agreement may be renewed for two two (2) year terms, at the sole discretion of the Town. In the event Contractor is able to commence services under this Agreement prior to January 1, 2020, Contractor shall provide written notification to the Town setting forth that date. In the event the term of the Franchise Agreement is commenced prior to January 1, 2020 all other dates shall be changed automatically to reflect the new start date.

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

Agreement: This Agreement for solid waste collection services executed by the Town of Loxahatchee Groves and the Contractor and all exhibits and amendments thereto. The term "Agreement" may be used interchangeably with the term "Contract."

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

Authority: shall mean the Solid Waste Authority of Palm Beach County.

Biomedical or Biohazardous Waste: As defined by F.S. § 403.703(2), as may be amended.

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

Bulk Waste: Any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances or household goods. There shall be no weight limit for any item of Bulk Waste. The term "Bulk Waste" may

be used interchangeably with the term “Bulk Trash.” Non passenger vehicle tires are not included within this definition.

Business Days: shall mean Monday through Saturday, except for Holidays.

Cart: shall mean a curbside container meeting the Town’s specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.

Collection: The process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

Commercial Recycling Collection Service: shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.

Commercial Solid Waste: shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.

Commercial Solid Waste Collection Service: shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services

Compactor: Any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.

Construction and Demolition Debris (C&D): Materials generally considered to be not water-soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

Container shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle. All Containers must be of the specifications as designated by the Town Manager, in writing.

Containerized Residential Recycling Collection Service: The collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the

delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.

Containerized Residential Solid Waste Collection Service: Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of placing the solid waste curbside.

Contract shall mean this Agreement.

Contract Administrator shall be the Town Manager, or the person designated by the Town Manager who shall act as the Town's representative during the term of this Agreement.

Contractor: A person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area

Designated Facility: An Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Authority.

Dual Stream Recycling Collection: The practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Town's recycling program.

Dwelling Unit: Any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.

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

Fiscal Year: October 1st of a given year and September 30 of the following year during this Agreement

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, or sabotage.

Garbage: All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.

Hazardous Waste: A hazardous waste as identified by the State of Florida Department of Environmental Regulation in Florida Administrative Code 17-730, as may be amended, or the United States Environmental Protection Agency pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., and implementing regulations, as may be amended.

Holiday: A designated holiday on which the Contractor shall not be required to provide Collection Service or to maintain office hours. For the purposes of this Agreement, the designation of holidays shall correspond to those days when the Solid Waste Authority Landfills are closed.

Household Hazardous Waste (HHW): Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.

Land Clearing: The removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

Mixed Paper shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.

Public Awareness Program shall mean that program developed by the Town to inform and encourage residential collection customers to use all Collection services offered by the Town through the Agreement. It shall also mean information concerning level of service and changes in scope of service.

Recovered Materials shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described above are not Solid Waste. Recovered Materials do not include any material or substance that does not fit within one of the six categories described in this definition (metal, paper, glass, plastic, textile or rubber). Among other things, unsorted Construction and Demolition Debris is not a Recovered Material.

Recovered Materials Processing Facility (RMPF) shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Authority.

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

Recycling Cart: A Container intended for Recyclables collection with a ninety-five (95) gallons capacity on wheels for rolling, with a non-removable hinged lid, suited to automatic dumping equipment provided by the Contractor's collection vehicles and containing not over two hundred fifty (250) pounds.

Recycling Container: shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.

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

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

Residential Recycling Collection Service: The collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Town, and the delivery of those Recovered Materials to an Authority Recovered Materials Processing Facility or designated Authority transfer station.

Residential Solid Waste Collection Service: Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.

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

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

Roll-off Collection Service: The Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites.

Service Area: The corporate limits of the Town of Loxahatchee Groves, Florida for which the Contractor has been granted this Agreement.

Sludge: A solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

Solid Waste: As defined by F.S. § 403.703(32), as may be amended, including garbage, rubbish, trash, and other discarded waste. Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.

Solid Waste Authority Disposal Facility: A place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.

Source Separated: Recovered Materials that are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term “various types of Recovered Materials” means metals, paper, glass, plastic, textiles and rubber.

Special Services: Any services requested or required by the customer which are in addition to or a change in, Residential Solid Waste Collection Service or Residential Recycling Collection Service, as set out or similar to those listed in Exhibit I, attached hereto and set forth herein.

Special Waste: For the purposes of this Agreement, Special Waste refers to wastes that can require special handling and management, including but not limited to, Biohazardous Waste, Biological Waste, Hazardous Waste, lead-acid batteries, automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste. Special Waste may also include items determined by the Town Manager to be reasonably unmanageable.

Town: Town of Loxahatchee Groves, Florida.

Trash shall mean all refuse accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

3. SERVICES PROVIDED BY CONTRACTOR: The Contractor shall provide mandatory Residential Solid Waste Collection Services and Residential Recycling Collection Service in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor.

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

Roll-off Collection Services shall not be exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall provide solid waste and recycling collection services to all property owned, leased, rented, or controlled by the Town, including, but not limited to, those designated by the Contract Administrator if acquired during the term of the Agreement. These services shall be provided at no charge to the Town.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

A. Residential Solid Waste and Vegetative Waste Collection Services: The initial Residential Collection Service provided by this Agreement shall be as set forth in this Section and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Town, all Solid Waste and Vegetative Waste collected by the Contractor must be collected in the manner and for the rates and fees provided herein and delivered to a Designated Facility.

Solid Waste collected by the Contractor in the Service Area pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority and Town, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal,

State and local laws, regulations and rules, including any rules of the Authority and Town, this Agreement prevails.

(1) Conditions and Frequency of Service: All Residential Solid Waste and Vegetative Waste shall be collected by the Contractor:

All Vegetative Waste up to **six (6)** cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If more than six cubic yards are placed curbside Contractor shall not collect any of the material, tag the pile and notify the Town. Once the pile has been reduced to the allowable size Contractor shall then collect the pile. If the customer has commingled Residential Solid Waste and Vegetative Waste, the Contractor shall tag the pile with a Town provided tag, and is not required to collect the commingled material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Town by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Removal of material by the Contractor shall be completed no later than 72 hours after payment is received. Failure to remove material within the 72 hours of payment shall be subject to assessments as set forth in this Agreement.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or in a Vegetative Container, and that each Vegetative container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length, 6" in diameter or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft. in length or 50 pounds in weight. In the event that Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with a Town approved tag, and shall not be required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

All Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided as set forth in Exhibit I.

Missed Residential Solid Waste must be collected by 10:00 a.m. on the following Business Day.

All Vegetative Waste shall be placed at an accessible pickup location and shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has moderately commingled Residential Solid Waste and Vegetative Waste, the Contractor shall separate the Residential

Solid Waste from the Vegetative Waste and collect the materials separately. If, due to the extent of commingling, separating the Vegetative Waste from the Residential Solid Waste is impractical, the Contractor shall tag the pile with a Town provided tag, and is not required to collect the commingled material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Town by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste collection services for residential units shall be performed as set forth in Exhibit I.

The Contractor will collect Solid Waste from vacant lots provided that the Solid Waste has been gathered into a single location accessible to the Contractor.

(2) Accessibility: Contractor shall collect all Residential Solid Waste and Vegetative Waste placed curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Town Manager to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County, Town or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor. In the event the customer and the Contractor cannot agree on an alternative location the Town Manager shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

If the customer requests Special Services, such as back door service, due to a documented medical condition (which will require completion of the SWA Backdoor Disability Service Application), these services shall be billed directly to the customer by the Contractor in accordance with Exhibit I. In the event that a Special Service request is not listed in Exhibit I, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Town Manager shall determine the cost, and such determination shall be final.

(3) Carts: Contractor shall deliver each Curbside Residential unit one cart, **at the Contractor's expense**, no later than January 15, 2020, and be responsible for all maintenance, repair, and replacement. The carts will be property of the residents. Carts must meet all specifications as set forth below:

- Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;
- Carts will be procured in 96-gallon sizes with **bright green** body and **dark green** lid;
- The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;
- Carts shall have the Town's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;
- The Carts shall be designed to be dumped by both semi-automated and fully-automated disposal truck systems;
- The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;
- All Carts must meet all ANSI (American National Compliance) Standards;
- Lid shall not be ventilated and shall be held closed by its own weight;
- An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and
- Printed on the top of the lid in block letters not obstructing other information:

“GARBAGE ONLY” “NO HAZARDOUS WASTE”

Contractor shall not collect garbage from any carts except those distributed by Contractor and owned by the Town. Contractor shall pick up and dispose of any carts not distributed by Contractor and not owned by the Town upon the resident's request made to the Town.

The Contractor's residential curbside Solid Waste, Yard Waste, and Recycle collection vehicles shall be equipped with 3rd Eye Digital or comparable monitoring system. Data acquired through set monitoring system shall be available to the Contract Administrator upon request. All requested information shall be provided in a timely manner to avoid assessment of Liquidated Damages.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere. There shall be no weight limit for any Bulk Trash item.

B. Commercial Solid Waste Collection Service: The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

Conditions and Frequency of Service: A minimum of once-a-week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Town proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.

Method of Collecting: Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, Carts may be utilized.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container, Compactor or Cart. Vegetative Waste shall not be commingled with Garbage. All Carts, Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible

for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Carts, Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by the Town. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit I.

The Contractor shall only charge rates as set out in Exhibit I or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement on level of service, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in **Exhibit I**. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container monthly maintenance charges except as otherwise provided in this Agreement.

C. Method of Payment: The Town or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. Contractor shall be responsible for the billing and collection of payments for Commercial Solid Waste Collection Service. Contractor shall be responsible for billing and collection of payments for Special Services related to Residential and Commercial Solid Waste Collection Service.

D. Routes and Schedules: The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

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

The Contract Administrator shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the

Contractor shall notify the customer(s) affected in writing or other manner approved, or requested, by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Town. Notification of day or starting point changes to routes for residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Town and the customer. Notification to customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

5. RECYCLING COLLECTION SERVICE: The Contractor shall provide Residential Recycling Collection Service in the Service Area, as provided within the Agreement. The Town or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area must be collected in the manner and for the rates and fees provided herein and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Recovered Materials collected by the Contractor in the Service Area pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Town, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Town, this Agreement prevails.

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

(1) Conditions and Frequency of Service: The Contractor shall provide Residential Recycling Collection Services to all Dwelling Units receiving Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided as set forth in Exhibit I. Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Garbage Can. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials.

(2) Accessibility for and Manner of Recycling Collection: Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when placed within six (6) feet of

the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or flattened cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

(3) Recycling Containers: The Contractor shall ensure distribution of Recycling Containers as supplied by the Town to each unit that is to receive Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Town. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

B. Routes and Schedules: Route and schedule changes shall be handled as specified in Section 4, Paragraph D.

C. Replacement of Recycling Containers for Residential Dwelling Units:

(1) The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Town. Replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Town with the cost for replacement containers deducted from the Contractor's monthly fees.

(2) The Town, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Town and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Town.

(3) The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Town on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

D. Contaminated Recovered Materials: In the event the curbside customer places solid waste

in the Recycling Container(s) or Container(s), the Contractor must collect all Recovered Materials and leave the solid waste in the Recycling Container(s) or Container(s). The Contractor must then place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason the solid waste was not collected. Contamination stickers will be provided to the Contractor by the Town.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Town, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

E. Recovered Materials Processing Facility (RMPF): The Contractor shall deliver all Recovered Materials collected from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.

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

6. CHARGES, RATES AND LEVEL OF SERVICES:

A. Solid Waste and Recycling Collection Rate Adjustments: For all Collection services, with the exception of those specifically excluded, the charges shall be based on the rates established in Exhibit I, and as subsequently may be adjusted pursuant to the rate adjustments in this Agreement, however, in no event shall the increase exceed 3% per year. **Such rate adjustments shall not apply until after December 31, 2024, or in the event the Franchise Agreement commenced prior to January 1, 2020, then the rate adjustments may commence after the initial 5 year period.**

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Town. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Town and the Contractor. Contractor shall not be eligible for rate adjustments until after **December 31, 2024** and shall be in accordance with Exhibit II, attached hereto and incorporated herein.

A. Billing, Collection, and Payments:

(1) The Town will be responsible for the billing and collection of payments for those units included in the Town's Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Town shall make monthly payments in arrears to

the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Town collects from customers for such service. Payments from the Town to the Contractor will be due and paid no later than the tenth business day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Town shall provide to the Contractor the estimated total number of units to be serviced. Thereafter and for the duration of this Agreement, the Town shall notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Town's Fiscal Year will be added to the customer service list and payment will be paid by the Town to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Town to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, following the month during which the Dwelling Unit is provided a Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

(2) In the event the Contractor provides service to Dwelling Units whose parcel was not included on the list provided by the Town, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the list. Upon receipt of such written list by the Town, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Town has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year. However, the Town reserves the right to correct any errors of omission or commission per the laws and rules that govern the Town. In the event the Town pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

C. Solid Waste Disposal Costs: Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.

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

7. **HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Bulk Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled collection day.

8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit I. In the event the requested special service is not included within Exhibit I, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.

9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Town with a Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential customers as requested by the Town. Additionally, it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Town.

10. **TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Commercial Solid Waste, Vegetative Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless otherwise specified in this Agreement, any Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Town. Unless otherwise specified in the Agreement, any Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Town shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Town, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Town shall be deducted from the Contractor's monthly fees. Throwing of any Garbage Can, Container or Recycling Container is prohibited. The Contractor shall neatly re-place the Container, Recycling Container and Garbage Can to the point of collection.

11. PERSONNEL OF THE CONTRACTOR:

- The Contractor shall assign a qualified person or persons to oversee the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- Contractor shall provide personnel sufficient to complete all routes.
- The Contractor shall keep all contact information provided to the Town current at all times.
- The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.
- The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and recycling collection vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Material shall be clearly identified for that purpose.
- The Contractor shall provide operating and safety training for all personnel.
- The Contractor's employees shall treat all customers in a polite and courteous manner.
- The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his/her designee as requested by the Town.
- Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Town's system without authorization shall be prohibited from providing solid waste or Recovered Materials collection services under this Agreement.

12. SPILLAGE: The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all solid waste, vegetative waste and recovered materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Town or the customer within two (2) Business Days unless otherwise specified within this Agreement.

13. COLLECTION EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Collection equipment utilized in this Agreement shall be not more than five (5) years old upon commencement of this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be of a dual compartment type (one compartment for paper products; one compartment for other Recovered Material), separate trucks or other equipment that meets industry standards and are approved by the Contract Administrator and must be compatible for unloading at the designated RMPF or transfer station. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of way or private easement area in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

The Contractor shall provide that collection equipment as required in this Agreement, as set forth in Contractor's response to the RFP and as specifically set forth in Exhibit I.

14. VEGETATIVE WASTE: All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. Contractor is not required to collect debris generated by Land Clearing activity which includes but is not limited to stumps, tree trunks and logs.

15. SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE: The Contractor shall not be required to collect and dispose of Hazardous Waste, Biohazardous or Biomedical Waste, or Sludge, but may offer such service in the Town. All such collection and disposal for those types of waste in this Section are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

16. OFFICE AND EQUIPMENT YARD: The Contractor shall maintain an office and equipment yard within Palm Beach County where complaints from the Town and customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two

phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within the Service Area from 8:00 a.m. to 5:00 p.m., Monday through Friday and from 8:00 a.m. to 2:00 p.m. on Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a fax machine with a dedicated fax line and computer to receive complaints from the Town. If during the term of this Agreement, the transmission of complaints is through electronic media (email), Contractor must have a dedicated computer with internet access to receive, process, and respond to such communication in the same timely manner as when fax communication was utilized. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Town to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Town direction or situations requiring immediate attention. An equipment yard must be established within Palm Beach County no later than **December 31, 2019**. Failure to establish an office and equipment yard may result in termination of the Agreement. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the Service Area.

17. COMPLAINTS: All service complaints shall be directed to the Contract Administrator, or his/her designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 3:00 p.m. the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than the next regular working day.

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

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

The Contractor shall investigate and provide the Contract Administrator or his/her designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public

property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and containers, which shall be repaired or replaced within three (3) Business Days. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.

18. QUALITY OF PERFORMANCE OF CONTRACTOR: It is the intent of this Agreement to ensure that the Contractor provides high quality services.

A. Complaints: All complaints received by the Contract Administrator, or his/her designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 17 of this Agreement. Contractor shall also provide any video from its 3rd eye, or similar system, located on the vehicles when requested by the Contract Administrator. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 3:00 p.m. on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from customers exceed any of the following amounts, the Contract Administrator shall levy as liquidated damages in the amount of \$200.00 per incident to reimburse the Town for the cost of receiving, logging, investigating, and following up on the complaint.

<u>Complaint Type</u>	<u>Annual #</u>	<u>Monthly #</u>
Garbage, Trash and Damage	25	3
Recycling	25	3
Vegetation	100	10

B. Other Administrative Charges: In addition to the liquidated damages provided for in Subsection 18A related to customer complaints, the Contract Administrator may, without regard to the amount of customer complaints, may also levy liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Town for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

- Failure to provide clean, safe, sanitary equipment;
- Failure to maintain office hours as required;
- Failure to provide documents and reports in a timely and accurate manner;
- Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, or mailbox within the required time period;
- Failure to clean spillage other than the clean-up required by the Palm Beach

County Health Department, as provided in Section 18(C)2 below;

- Failure to cover and or secure materials on collection vehicles;
- Collection employees out of uniform;
- Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
- Failure to provide schedule and route maps;
- Using an improper truck for the specific service provided;
- Failure to submit a disclosure notice to either a customer or the Contract Administrator;
- Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Town, for the purpose of tracking and verifying countywide recycling activity;
- Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12-month period;
- Failure to respond to customer calls, including all residential customers, in a timely and appropriate manner;
- Failure to place a contamination sticker in Recycling Containers, as required;
- Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the Town, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially termination of this Agreement.

(1) Changing routes, including the starting point of a route without approval from the Town or notification to the Town and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Town for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Town or customer.

(2) Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Town for the cost of receiving, logging, investigating and following up

on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Town retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.

(3) The Contractor, providing Collection service on behalf of the Town, excepting as provided for in Section 5, is required to deliver all Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, approved by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

- First offense, \$1,000.00 fine
- Second offense, \$2,500.00 fine
- Third offense, loss of Agreement

(4) Failure to complete, defined as failing to provide scheduled service to a minimum of 95% of the households, of a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$1,000.00 for each route/community per day not completed to reimburse the Town for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$1,000.00 assessment for each route/community not completed.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an

opportunity to be heard by the Town Council and present its defense to such assessment. Notwithstanding the foregoing, any individual assessment of liquidated damages in an amount greater than or equal to \$10,000, or termination of Agreement, shall be imposed only upon the prior approval of the Town Commission.

The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Town Council will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision, for review by Writ of Certiorari in accordance with the applicable Florida Appellate Rules.

D. Filing of Requested Information and Documents:

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

(2) The Contractor shall file and keep current with the Town all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Town, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Town.

(3) The Contractor shall maintain a detailed list of collection vehicles and route schedules and maps for the term of this Agreement and each month shall file a written report of equipment and routes, or as requested by the Contract Administrator, in a format as provided by or acceptable to the Contract Administrator.

(4) Annually, no later than the last Business Day of October, the Contractor shall provide the Town a list of all residential roll-off compactors or permanent roll-off containers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, and level of service,

(5) Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section.

19. NATURAL DISASTERS: In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority and shall commence immediately upon the opening of the Palm Beach County Solid Waste Authority Facilities where such waste is disposed. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. The Contractor agrees to provide full cooperation with the Town and the debris collection contractor in the aftermath of a natural disaster in an effort to return the Town to its pre-disaster state and resume normal collection services.

20. FORCE MAJEURE: Neither the Town nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

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

21. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits, and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Town within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Town to engage in the business of Collection in Palm Beach County, shall constitute an event of default.

22. PERFORMANCE BOND: The Contractor shall furnish to the Town a performance bond executed by a surety company rated A- VII or higher by AM. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the amount of 100% of the contract value for each year of the Term. The performance bond shall be submitted to the Town annually thirty (30) days prior to the expiration of the previous year's performance bond. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Town. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Town legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement. The bond(s) shall be endorsed to show the Town as obligee and it shall provide that bond(s) shall not

be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Town. Current performance bonds evidencing required coverage must be in force and on file at the Town at all times.

23. INSURANCE:

A. Worker's Compensation Insurance: Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.

B. Liability Insurance: The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with an insurance company with a current AM Best Rating of A- VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Town, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Town. Current certificates of insurance evidencing required coverage must be on file with the Town at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless the Town under the provisions of Section 24 of this Agreement.

24. INDEMNIFICATION: The Contractor shall at all times defend, indemnify, protect, save harmless, and exempt the Town , its officers, agents, servants, employees, representatives, contractors, and subcontractors, from and against any and all penalties, damages, or other charges, claims, suits, demands, actions, causes of action, awards of damages whether compensatory or punitive, injuries, liabilities, losses, or expenses, including attorney's fees and costs, at law or in equity, which might be claimed now or in the future, including any payments required by worker's compensation laws or any amounts for infringement of patent, trademark or copyright, which may arise out of or be caused by the operation of the business, or the construction, erection, location, products, performance, operation, maintenance, repair, installation, replacement or removal of any site, building, equipment, vehicle, bin or container within the Contractor's solid waste collection system, or the collection, transportation, processing, sorting or disposal of solid waste, recyclable materials, yard trash, white goods, used tires, special waste, construction and demolition debris, or other waste materials, or the performance of operations under this Agreement, and which is caused by a negligent or intentional act or omission of the

Contractor, its officers, agents, servants, employees, representatives, contractors, or subcontractors, and which is not caused solely by a negligent or intentional act or omission of the Town. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Contractor. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the Town to be sued, nor shall this Agreement be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat.

25. ACCESS AND AUDITS: The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Town or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Town exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Town. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Town's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Town has exercised its right to renew, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Town, the Town will suffer damage, the amount of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Town, as liquidated damages, the sum of \$10,000.

26. POINT OF CONTACT: All dealings, contacts, notices, and payments between the Contractor and the Town shall be directed by the Contractor to the Contract Administrator or designee.

27. NOTICE: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

TOWN:

Town of Loxahatchee Groves
c/o Town Manager and Contract Administrator
155 F Road
Loxahatchee Groves, FL 33470

CONTRACTOR:

Coastal Waste & Recycling of Palm Beach County, LLC
6759 Wallis Road
West Palm Beach, FL 33413

Attention: John Casagrande

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

28. DEFAULT OF CONTRACT:

A. The Town may terminate this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

(1) Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

(2) By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

(3) By or pursuant to or under any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or

(4) The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Town pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of

receipt of written notice by Town to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Town to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).

B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Town may secure the Contractor's billing records (at the request of the Town, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Town may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Town under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Town. The cost to provide interim collection service, including all of the Town's costs, shall be at the Contractor's expense, paid by the Town and deducted from Contractor's payment(s).

C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Town and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The Town shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Town may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement.

D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified

in Town's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and the Town shall have the right to call the performance bond and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor for failure to perform shall reimburse the Town all direct and indirect costs of providing interim collection service.

E. The Town may terminate this Agreement, without cause and in its sole discretion, upon 180 days written notice to Contractor.

29. PUBLIC WELFARE: The Town shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare; provided, however, that any such rule or regulation shall be delivered to and receipted for by the Contractor, or if the Contractor is a corporation, by an officer thereof. The Town shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and Agreement between the Town and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

30. RIGHT TO REQUIRE PERFORMANCE: The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce the same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

31. TITLE TO WASTE: The Town shall, at all times, hold title and ownership to all Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.

32. GOVERNING LAW AND VENUE: Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

33. COMPLIANCE WITH LAWS: The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.

34. SEVERABILITY: The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

35. ASSIGNMENT: No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Town. The Town shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Town shall be null and void and shall be grounds for the Town to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Town under this Agreement to the Contractor shall cease, and Town shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the Town area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

36. MODIFICATION: This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

37. INDEPENDENCE OF AGREEMENT: It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Town for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

38. ANNEXATIONS AND INCORPORATIONS: Adjustments to Town boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Town boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.

39. CHANGE OF LAW: The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

40. OTHER RATE ADJUSTMENTS: The Town will strictly enforce all of the provisions of the Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of this Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting this Agreement award at an insufficiently low rate, may, at the Town's sole discretion, result in cancellation of the Solid Waste and Recycling Collection Agreement entered into with the Contractor.

41. PUBLIC ENTITY CRIMES: No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.

42. SUBSTANTIAL COMPLIANCE: The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.

43. COMMUNITY SERVICE: The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Town or others, for illegal dumping, neighborhood cleanups and special events as requested by the Town.

Contractor shall pay the cost of loading and transporting containers and/or debris to a SWA approved disposal facility. The Town shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule

as determined by the Town manager or designee. In the case of illegal dumping that is determined by the Town to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.

The maximum quantity of debris to be collected within the Town during each fiscal year of the Agreement, under this Section, is 500 cubic yards.

44. MOBILIZATION AND PREPARATION: Prior to the commencement of the term of this Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and must be prepared to start collection services by January 1, 2020. In the event a valid and timely protest is filed the 30-day time period shall commence upon the conclusion of the protest by the Town.

45. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed Town contracts, transactions, accounts and records. All parties doing business with the Town and receiving Town funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049.

46. SCRUTINIZED COMPANIES: As provided in F.S. 287.135, by entering into any agreement with the Town, or performing any work in furtherance hereof, the Contractor certifies that Contractor and Contractor's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the Contractor submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the Contractor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a Contractor submits a bid or proposal for a contract or before the Contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the Contractor must certify that it is not participating in a boycott of Israel. If the Town determines, using credible information available to the public, that a false certification has been submitted by the Successful Proposer/Contractor, the Town's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

47. PUBLIC RECORDS:

Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- Keep and maintain public records required by the Town to perform the service.
- Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Town.
- Upon completion of this Contract, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES FL 33470.

48. TOWN'S UNDERPAYMENTS AND OVERPAYMENTS TO CONTRACTOR

If the Town pays the Contractor in error, for whatever reason, the Contractor shall promptly notify the Contract Administrator to rectify the mistake. The Town shall make appropriate adjustments to the Contractor's payments under this Agreement to off-set past underpayments and overpayments resulting from error. However, the Town shall not be obligated to make any adjustments to correct for underpayments that occurred more than three (3) months before the Town received the Contractor's written notice of the error.

49. FRANCHISE FEE: To compensate the Town for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Town a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area in accordance with Exhibit I. Solid Waste disposal costs paid by the Contractor to the Authority under this Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Town. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Town the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

50. SUBCONTRACTING: To the extent reasonably necessary to enable Contractor to perform its services hereunder and subject to the prior written consent of the Town via the Town Manager, Contractor shall be authorized to engage the services of any subcontractors which it may deem proper, and may further employ, engage, or retain the services of such subcontractors to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such subcontractors shall be paid by Contractor. All authorized subcontractors shall be required to provide the same level of insurance required of the Contractor under this Agreement and shall abide by all requirements of this Agreement in the provision of any services. The Contractor shall require all authorized subcontractors to indemnify the Town as set forth in this Agreement. Proof of such indemnification and insurance must be provided to the Town's Contract Coordinator prior to an authorized subcontractor providing any services within the Service Area for the Contractor.

51. ADDITIONAL SERVICES: Contractor shall provide those additional services as set forth in Exhibit III.

52. CONTINUATION OF FRANCHISE AGREEMENT: Upon termination by the Contractor or expiration of this Agreement, Contractor agrees, upon request of the Town, to continue this Franchise Agreement for a period not to exceed 90 days at a cost that will not exceed the monthly amount last charged to the Town by an amount of greater than 3%.

53. AGREEMENT MAY BE PIGGYBACKED: This Agreement may be piggybacked by other governmental entities.

54. ORDER OF PRECEDENCE: The order of precedence regarding the terms and conditions governing relationship between the parties shall be any amendments to this Agreement, this Agreement, the RFP and Contractor's response to the RFP.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

ATTEST:

TOWN OF LOXAHATCHEE GROVES

Lakisha Q. Burch, Town Clerk

By: _____
Robert Shorr, Mayor

Approved as to Form:

R. Brian Shutt, Town Attorney

WITNESSES:

COASTAL WASTE & RECYCLING OF PALM BEACH
COUNTY LLC

By: _____

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ (name of officer or agent, title of officer or agent), of Coastal Waste & Recycling of Palm Beach County, LLC (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

My Commission expires: _____

EXHIBIT I

RESIDENTIAL COLLECTION

The rates are as set forth as follows:

Year One beginning January 1, 2020 - \$37.50 per month/dwelling unit
Year Two beginning January 1, 2021- \$38.62 per month/dwelling unit
Year Three beginning January 1, 2022- \$39.78 per month/dwelling unit
Year Four beginning January 1, 2023- \$40.97 per month/dwelling unit
Year Five beginning January 1, 2024- \$42.20 per month/dwelling unit
Year Six beginning January 1, 2025– any increase is based on the Payment Adjustment Schedule
Year Seven beginning January 1, 2026– any increase is based on the Payment Adjustment Schedule

The Payment Adjustment Schedule does not apply to the first five years.

These rates are only effective if the Town executes a two-year renewal immediately after the approval of this Agreement. If the Town elects not to execute a two-year renewal immediately after the approval of the agreement the following rates will apply:

Year One beginning January 1, 2020 - \$37.50 per month/dwelling unit
Year Two beginning January 1, 2021- \$40.00 per month/dwelling unit
Year Three beginning January 1, 2022 - \$42.00 per month/dwelling unit
Year Four beginning January 1, 2023 – any increase is based on the Payment Adjustment Schedule
Year Five beginning January 1, 2024 – any increase is based on the Payment Adjustment Schedule

Residential Solid Waste Collection Services: Residential Solid Waste Collection shall be performed on one of the following two collection cycles. Monday and Thursday or Tuesday and Friday

Vegetative Waste Collection Services: Vegetative Waste Collection shall be performed one time per week on either a Monday, Tuesday, Thursday or Friday.

Residential Recycling Collection Services: Residential Recycling Collection shall be performed on Wednesday.

Residential Collection Equipment: Contractor will provide the following equipment:
Two (2) 25-yard Rear Load type trucks with cart tippers

One (1) F350 or similar type Satellite Vehicle with cart tipper collection equipment.

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$3.55 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.44 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$ per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$210.00 per pull
Roll-off Collection Rate	\$175.00 per pull

SPECIAL SERVICES RATES

(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95 or 101 Gallon Container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only)*	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above one time per year residential only)	\$55.00
Changing Out Sizes (Commercial)	\$55.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY

* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4.

MONTHLY CONTAINER MAINTENANCE FEES
(Not to be Adjusted during the Term of the Agreement)

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking
CART	\$2.10
2 YD	\$24.00
3 YD	\$26.00
4 YD	\$28.00
6 YD	\$30.00
8 YD	\$32.00
10-40 YD ROLL-OFF	\$50.00

Capacities in between these values can be obtained by interpolation. Capacities outside of these values can be obtained by extrapolation.

EXHIBIT II

PAYMENT ADJUSTMENT SCHEDULE

The payments due under this agreement from January 1, 2020 through December 31, 2024 shall be as listed in Exhibit I.

Annual Adjustment – Non-Fuel

The annual adjustment shall be applied to those rates subject to adjustment as shown in Exhibit I effective as of the contract year beginning January 1, 2025 and as provided within this Agreement. For the purpose of this Agreement, the Non-Fuel component is assumed to represent 90% of the Contractor's costs therefore 90% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

The rates shall be adjusted annually, commencing no earlier than January 1, 2025, by the change in the Water and Sewer and Trash Collection Services Index, Series ID CUSR0000SEHG, as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov). The change in the index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average of the index over the twelve month period from January 2024 through December 2024. The first adjustment shall be effective **January 1, 2025**.

Bi-Annual Fuel Adjustment (Fuel Surcharge/Credit)

The rates subject to adjustment shall be subject to a bi-annual fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a bi-annual fuel surcharge/credit shall be charged/credited basis based on the percentage change in the bi-annual average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2024 and the month two (2) months prior to the effective date.

IN NO EVENT SHALL THE PAYMENT ADJUSTMENT EXCEED 3% ON AN ANNUAL BASIS.

EXHIBIT III

ADDITIONAL SERVICES SCHEDULE

Twice a year Contractor will host a mobile Vegetation Waste Grinding and a Tire Amnesty collection event. Town will be responsible for securing a location for the event. Contractor will supply a Grinder on site for all residents to bring their Vegetative Waste. Contractor will also supply one (1) Thirty (30) yard open top container per event for the residents to bring tires for disposal. This event is for the residents of the Town only and no commercial businesses will be allowed to use the services. Two proof of residency will be required. (i.e. a driver license and utility bill)

**FIRST AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION
AGREEMENT**

THIS FIRST AMENDMENT (“Amendment” hereafter) is made as of the _____ day of _____, 2019, by and between the **Town of Loxahatchee Groves** a municipal corporation organized and existing under the laws of the State of Florida, (“TOWN” hereafter), and **Coastal Waste & Recycling of Palm Beach County, LLC** a company authorized to do business in the State of Florida (“COASTAL” hereafter).

RECITALS

WHEREAS, the TOWN has an agreement with COASTAL regarding the collection of solid waste and recycling which agreement is set to expire on December 31, 2024, or earlier; and,

WHEREAS, the TOWN wishes to extend the agreement until December 31, 2026, or two years after the start of the Franchise Agreement, under the same terms and conditions and pricing as set forth in the current agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Term. The parties agree that the term of the Agreement is hereby extended through December 31, 2026, or for a two year term after the start of the Franchise Agreement, whichever is earlier, provided that the TOWN has not previously terminated this Agreement in accordance with the terms of the Agreement.
3. Entire Agreement. The TOWN and the COASTAL agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
4. Legal Effect. This Amendment shall not become binding and effective until approved by the TOWN Council. The Effective Date of this renewal Amendment is January 1, 2025.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Amendment.

6. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN and COASTAL have caused this Agreement to be executed the day and year shown above.

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

By: _____
Robert Shorr, Mayor

ATTEST

Lakisha Burch, Town Clerk

Approved as to form and legal sufficiency:

R. Brian Shutt, Town Attorney

COASTAL WASTE & RECYCLING OF PALM BEACH COUNTY, LLC

By: _____

Print Name: _____

Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification.

Notary Public

Print Name: _____
My commission expires: _____

**SECOND AMENDMENT TO SOLID WASTE AND RECYCLING COLLECTION
SERVICES AGREEMENT**

This Second Amendment ("Second Amendment" hereafter) is made as of the ____ day of _____, 2019, by and between the **Town of Loxahatchee Groves**, a municipal corporation organized and existing under the laws of the State of Florida, ("Town" hereafter), and **Coastal Waste & Recycling of Palm Beach County, LLC**, a company authorized to do business in the State of Florida ("Coastal" hereafter).

RECITALS

WHEREAS, the Solid Waste and Recycling Collection Services Agreement between the parties provides in Paragraph 3 that Roll-Off Collection Services shall be non-exclusive to the Contractor (Coastal); and

WHEREAS, it has become evident that within the Town, there are unregulated, unmonitored and unidentified Roll-Off Collection Service providers which is not in the best interest of the Town; and

WHEREAS, by granting the exclusive Roll-Off Collection Services to Coastal, the Town will be able to monitor and control the pick-up and delivery of the C&D; and

WHEREAS, the ability to monitor and control pick-up and delivery will help prevent illegal disposal of C&D; and

WHEREAS, the prices for Roll-Off Collection Services are already provided for in the Agreement.

NOW, THEREAFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledges, the parties agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Amendment to Paragraph 3, "Services Provided by Contractor". Is hereby amended to provide that roll-off collection services shall be exclusive to the Contractor (Coastal). However, in the event a property owner/business has an existing contract for roll-off collection service, the property owner/business shall not be required to start using Coastal's roll-off collection services until the expiration of such contract or for a one year period from the execution of this Amendment, whichever is earlier.
3. Entire Agreement. The Town and Coastal agree that this Second Amendment and the First Amendment and Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the First Amendment and Agreement

4. Legal Effect. This Second Amendment shall not become binding and effective until approved by the Town Council.
5. Counterparts. This Second amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Second Amendment.
6. Amendment. Except for the provisions of the Agreement specifically modified by this Second Amendment, all other terms and conditions of the Agreement as amended shall remain in full force and effect.

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____, as _____ of Coastal Waste & Recycling of Palm Beach County, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Road Material Purchases from Palm Beach Aggregates: North B & S/South D

Background:

Based on direction at the October 15th Council meeting, staff is requesting approval of the following purchases from Palm Beach Aggregates at the previously approved 2018 rates for:

North B Road from Okeechobee Road to North Road (Two Miles) at a total cost of \$95,840 based on using:

- 5,200 Tons of FDOT #11 base rock, at \$10.20 per Ton, for a total of \$53,040
- 4,000 Tons of minus one base rock, at \$10.70 per Ton, for a total of \$42,800

South-South D Road from Valencia Drive to Collecting Canal Road (0.41 Miles) at a total cost of \$18,094.50 based on using:

- 1,475 Tons of FDOT #11 base rock, at \$10.20 per Ton, for a total of \$15,045
- 285 Tons of minus one base rock, at \$10.70 per Ton, for a total of \$3,049.50

Big Dog Ranch on D Road at a total cost of \$18,094.50 based on using:

- 890 Tons of FDOT #11 base rock, at \$10.35 per Ton, for a total of \$9,212
- 667 Tons of minus one base rock, at \$10.85 per Ton, for a total of \$7,233

Additional costs for related equipment rentals (water truck and roller) and traffic management (MOT) during the roadwork also require approval and are as follows:

- | | |
|----------------------|------------------|
| • North B Road | \$ 10,400 |
| • South South D Road | 2,600 |
| • D Road (Big-Dog) | <u>2,200</u> |
| | <u>\$ 15,200</u> |

It should be noted that these do not include drainage in any way.



155 F Road Loxahatchee Groves, FL 33470

In addition, staff is continuing to develop a “service level” road map working with RETGAC to establish proposed priorities for both paved and unpaved roads in order to develop the capital improvement and maintenance plan. The joint meeting with FAAC is scheduled for December 4th with their recommendations coming to the Council early next year.

Recommendations:

Staff seeks Council approval to execute purchase orders with Palm Beach Aggregates for materials for B and D roads as noted above at a total cost not to exceed \$130,400 and related purchase orders with other vendors for equipment rentals and MOT totaling \$15,200.



155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Larry Peters, Director of Public Works
VIA: James Titcomb, Town Manager
SUBJECT: Potential Drainage Projects: North B and South D

Background:

Based on direction at the October 15th Council meeting, staff is requesting consideration of the following drainage projects on North B and South D. Staff is only seeking funding and approval of purchase orders at this time for those properties with cost estimates totaling \$166,845 shown below:

North B Road easements committed:

3506 B Road	\$ 24,944
2100 B Road	30,084

South-South D Road no easements needed:

Sta 150	14,542
Sta 300	14,542
Sta 500	14,542
Sta 600	14,542

Big Dog Ranch on D Road easements needed:

1800 D Road	14,542
1900 D Road	17,542

North D Road easement committed:

2208 North D Road	<u>21,565</u>	Safety issue/seeking reimbursement from owner
	<u>\$ 166,845</u>	

In addition to the above locations, the following easements will be necessary to complete future drainage projects and/or paving on North B Road:

North B Road easements needed:

2630 B Road & north adjacent lot
15405 Fortner Drive
2880 B Road
2942 B Road
3002 B Road



155 F Road Loxahatchee Groves, FL 33470

3254 B Road (double lot)
3276 B Road (double lot)
3444 B Road
3570 B Road
3700 B Road & north adjacent lot

(The 4 property owners on North B Road that have already declined to provide easements have not been listed above.)

Further, the Town has received commitments for providing easements at various other locations not on B or D Roads which are being evaluated for feasibility by Public Works and the contractor as follows:

3508 A Road
2380 C Road
760 E Road
852 E Road
2376 E Road
2454 E Road
3319 E Road
15409 Collecting Canal Road
15620 North Road
12666 North Road
15536 North Road
15590 North Road
13976 23rd Ct North
2800 161st Terrace North
3116 161st Terrace North

Recommendations:

Staff seeks Council approval to proceed with the above drainage projects on North B and South D Roads totaling \$166,845 under the existing WBI contract contingent upon obtaining the necessary easement commitments.