

**ADDENDUM #2  
TO THE SOLID WASTE COLLECTION AGREEMENT**

By and between the City of Peachtree City, Georgia, (the "CITY") and Republic \* (the "FRANCHISEE") dated March 5, 2010 (the "Agreement"). In the event of a conflict between any provision contained in the Agreement and this Addendum, the terms of this Addendum shall prevail.

**3. Residential Waste, Recycling, and Yard Debris Collection Services**

3.1 Commencing on the Effective Date, FRANCHISEE shall collect and dispose of in a workmanlike manner Residential Refuse and Recycling placed at curbside at each subscribing Residential Unit located within the Service Area at a minimum of once weekly. All Residential Refuse placed in carts must be bagged. Recycling will be comingled in a separate container. FRANCHISEE will provide one rolling cart to each subscribing Residential location and one recycling container, upon request of the customer. The first refuse cart and recycling container for each subscribing Residential location shall be free of charge. If the Resident requests an additional cart or container, FRANCHISEE will provide additional carts at the FRANCHISEE's published rate.

3.1.1 Should FRANCHISEE provide, as their standard, recycling containers with a capacity greater than 40 gallons, Franchisee may, at its discretion, provide recycling collection on a bi-weekly basis. The customer may choose between the larger container, 40 gallons or greater, or a smaller container. If the customer chooses the smaller container, Franchisee must provide additional containers, as needed and at no additional cost, to adequately hold recyclables for bi-weekly collection.

3.1.2 The CITY retains the right to evaluate any bi-weekly recycling collection program on a semi-annual basis to determine whether, based on overall recycling volumes and participation, bi-weekly recycling collection adequately addresses the recycling needs of the community or if weekly recycling collection should be reinstated. Notice of any change shall include a 90-day implementation period for FRANCHISEE.

Dated as of the 5 day of MARCH, 2010.

FRANCHISEE

By: [Signature]

Name: Terrance Young

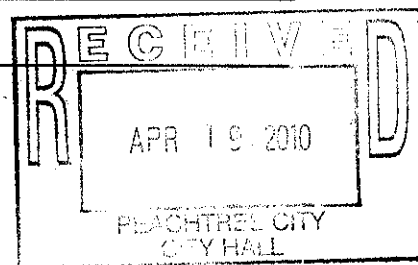
Title: General Manager

CITY OF PEACHTREE CITY, GEORGIA

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_



\* A.K.A. - Allied Waste  
United Waste  
Robertson Sanitation  
AllSouth Robertson

## SOLID WASTE COLLECTION AGREEMENT

THIS NON-EXCLUSIVE AGREEMENT (the "Agreement") made and entered into on this 14 day of August, 2007, by and between the City of Peachtree City (hereinafter referred to as "City"), a municipal corporation of the State of Georgia, and BFS WASTE SERVICES, LLC, A wholly owned (hereinafter referred to as "Franchisee"). Subsidiary of Republic Services.

WITNESSETH:

WHEREAS, the CITY is desirous of ensuring residential garbage collection and residential collection of co-mingled recyclable materials at the curb within the corporate limits of Peachtree City; and

WHEREAS, FRANCHISEE desires to provide Residential Solid Waste Collection, Transportation and Disposal Services within the corporate limits of Peachtree City utilizing the publicly owned streets and rights-of-way;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

### 1. Grant of Authority

1.1 The CITY hereby grants to the FRANCHISEE a nonexclusive Franchise authorizing the Company to provide curbside residential sanitation and recycling service along, upon, across, above, or over the Public Ways within the Franchise Area,

### 2. Service

2.1 The services to be provided by FRANCHISEE hereunder shall be curbside collection of all household garbage, recycling, and yard trimmings generated by residential customers in the Service Area. FRANCHISEE may also offer curbside collection of bulky waste and other services as deemed viable to the FRANCHISEE. The day of pickup shall be predetermined and the collection of household garbage and recycling shall occur a minimum of once weekly, with the frequency of collection for additional services to be determined by the FRANCHISEE.

### 3. Residential Waste, Recycling, and Yard Debris Collection Services

3.1 Commencing on the Effective Date, FRANCHISEE shall collect and dispose of in a workmanlike manner Residential Refuse and Recycling placed at curbside at each subscribing Residential Unit located within the Service Area at a minimum of once weekly. All Residential Refuse placed in carts must be bagged. Recycling will be comingled in a separate container. FRANCHISEE will provide one rolling cart to each subscribing Residential location and one recycling container, upon request of the customer. The first refuse cart and recycling container for each subscribing Residential location shall be free of charge. If the Resident requests an additional cart or container, FRANCHISEE will provide additional carts at the FRANCHISEE's published rate.

3.2 FRANCHISEE shall collect and dispose of in a workmanlike manner Yard Debris from each Residential Unit subscribing to this additional service. FRANCHISEE shall notify subscribers of requirements, additional costs, and frequency relating to Yard Debris collection as established by the FRANCHISEE.

3.3 All waste, recycling, and yard debris for collection shall be placed at the curb by 7:00 a.m. on the designated collection day.

#### 4. Operations

4.1 Hours of Operations: Collection Services shall not start before 7:00 a.m. or continue past 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and FRANCHISEE, or when it is reasonably determined by FRANCHISEE that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.2 Access to Service. FRANCHISEE shall comply at all times with all applicable Federal, State and local laws and regulations relating to nondiscrimination. Company shall not deny or discriminate against any group of actual or potential Subscribers in city on access to or the rates, terms and conditions of Services because of the income level or other demographics of the local area in which such group may be located.

4.3 Municipal Contact. FRANCHISEE shall provide a separate phone number and management level person at Company for CITY staff to contact on customer service related matters and in case of emergency. Such person and number shall be for the use of the CITY and not for the general public.

4.4 Failure of customer to pay. In the event a customer fails to pay for quarterly service or payment is more than 15 days past the due date, Company shall notify the CITY Code Enforcement Department upon discontinuation of service.

4.5 Property Damage - private. If a customer reports damages to private property due to the acts or omissions of FRANCHISEE, FRANCHISEE will investigate the report of damages and the dispute shall be resolved within 2 months of the complaint being filed, either through FRANCHISEE implementing repairs or reimbursing customer for repairs.

4.6 Property Damage - public. If FRANCHISEE has an accident that results in damages to public property, FRANCHISEE shall begin corrective action on the date of notification, with damages resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.6.1 Spills, liquid - FRANCHISEE shall equip all trucks with "spill kits" (absorbent material) to immediately address spills of liquids from the hydraulic system or from the compressed refuse, and shall report spills to the CITY immediately. Upon CITY evaluation of damages and notification of such to FRANCHISEE, FRANCHISEE shall begin any additional corrective action determined necessary on the date of notification. Any damages to the integrity of the asphalt will be resolved or reimbursed to the CITY within 2 months of the date the damage occurred.

4.7 Reports: The Contractor shall submit quarterly reports to the City Clerk's Office detailing the amount of refuse collected, by weight, and the recycled materials collected by weight along with the percentage of households participating in the recycling service by month.

4.8 Holidays: The FRANCHISEE may determine the observance of any holidays by suspension of collection service on the holiday. In such an event, FRANCHISEE will collect Refuse on an otherwise non-scheduled day during the calendar week in which the holiday occurs. FRANCHISEE will notify Residents in advance of changes to the collection schedule when holidays are observed by publishing on the back of customer bills and on Company website.

4.9 Collection: FRANCHISEE shall provide an adequate number of vehicles and manpower for regular collection services of all the aforementioned collectables, to meet the schedules for collection set forth herein. All vehicles and other equipment shall be kept in good repair, appearance, and in sanitary conditions at all times. All recyclable material collection vehicles must have closed tops on the load portion of the vehicle so that contents will not spill, blow out or leak therefrom. FRANCHISEE shall keep all equipment used in the performance of the work required by this contract in good operating condition and in a clean, sanitary condition and such equipment shall be subject to inspection by the CITY at any time.

4.10 Hauling: All Refuse hauled by FRANCHISEE shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented to the best of their ability, and in accordance with CITY's ordinances or policies. Incidents of trash blowing onto public property due to failure to comply with Section 4.10 shall be classified as unlawful dumping and shall be addressed on the date of notification by the CITY.

4.11 Disposal: All Refuse collected for disposal by FRANCHISEE shall be hauled to such sanitary landfill, as FRANCHISEE shall determine (hereinafter referred to as "Disposal Site").

## **5. Franchise Fee**

5.1 Franchise Fee. Upon adoption of an ordinance by the Mayor and Council, FRANCHISEE shall collect and pay City throughout the term of the Franchise an amount established by ordinance for all companies providing service. Such payments shall be made quarterly, and are due within forty-five (45) days after the end of each calendar quarter.

## **6. Compensation**

6.1 City-wide Rates: FRANCHISEE will establish standard rates for the collection of residential solid waste and recycling as the base rate, and establish any rates for yard waste collection additional services as necessary.

6.2 Exclusive Rates: FRANCHISEE may, at its discretion, offer negotiated rate reductions for neighborhoods electing to utilize the service of FRANCHISEE at the exclusion of other service providers.

6.3 Contractor to Bill Subscribers: The Contractor will bill and collect fees from subscribers (individual residents). Services may be terminated by the Contractor only after fifteen (15) days of the customer's failure to pay after their due date. Contractor must immediately notify by U.S. Mail or electronic mail the Peachtree City Code Enforcement Office of the termination of service by providing the customer name, the service address, and the billing mailing address.

## 7. Indemnification and Insurance

7.1 Indemnification: FRANCHISEE shall indemnify, enter and defend the CITY against any claims, actions or suits including court costs and reasonable attorney's fees, arising out of the negligence or willful misconduct of FRANCHISEE in providing the services herein required or in the operation of FRANCHISEE's equipment in connection with the performance of such services.

7.2 Insurance: The FRANCHISEE shall at all times during the contract (franchise agreement) maintain in full force and effect employer's liability, workers' compensation, public liability and property damage insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the CITY and before commencement of work hereunder the FRANCHISEE agrees to furnish the CITY certificates of insurance or other evidence satisfactory to the CITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

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

For the purpose of the contract (franchise agreement), the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
General Liability	\$500,000 CSL
Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence \$1,000,000 aggregate

In addition to the foregoing, Company shall at all time maintain an excess or umbrella policy in the amount of \$1,000,000.00, which coverage shall be applicable to all coverages set forth above in this Section 9.2.

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by CITY. All policies required herein shall be written by

insurance carriers with a rating of A.M. Best of at least "A-" and a financial size category of at least VII. Upon CITY's request, Contractor shall furnish CITY with a certificate of insurance, evidencing that such coverage's are in effect. Such certificate (i) will also provide for 30 days prior written notice of cancellation to the CITY; (ii) shall show CITY as an additional insured under the Automobile and General Liability policies; and (iii) shall contain waivers of subrogation in favor of CITY (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of CITY. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's Indemnification of CITY herein.
- Coverage must be provided for Products/Completed Operation.
- The policy shall also contain a cross Liability/Severability of Interest provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

## **8. Licenses and Taxes**

8.1 FRANCHISEE shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes lawfully required by the CITY and by the State of Georgia.

## **9. Force Majeure**

9.1 If the CITY or FRANCHISEE is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the CITY or FRANCHISEE to correct the adverse effect of such event of force majeure.

9.2 An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the CITY or FRANCHISEE from performing any of its obligations under this Agreement; including the following:

9.2.1 Strikes, work stoppages, and other labor unrest;

9.2.2 Acts of God, tomadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of FRANCHISEE, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and Acts of a public enemy acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

9.3 In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts in cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

9.4 The CITY will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate with FRANCHISEE fees for any additional work which FRANCHISEE may agree to perform in such event.

**10. Termination**

10.1 CITY may immediately terminate this contract (franchise agreement), if Contractor fails to provide all curbside collection services to every residential customer inside the CITY who has placed refuse at the curb at the appointed collection time and whose account is in good payment standing at least once in any ten (10) day period. The CITY may not terminate this contract under this section for an "Act of God" (flood, wind, fire, or earthquake). The CITY may also terminate this contract with 30-days written notice in the event that the CITY elects to adopt an exclusive franchise agreement with a single provider.

**11. Law to Govern**

11.1 This contract shall be governed by the laws of the State of Georgia both as to interpretation and performance.

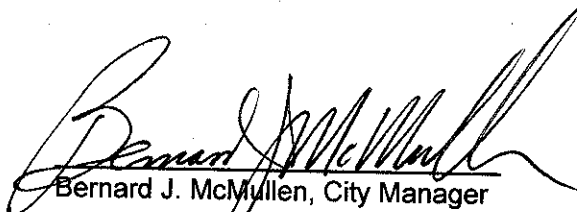
11.2 This Agreement shall insure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.


IN WITNESS WHEREOF; the parties hereto have caused this Agreement to be executed by its duly authorized officers this 14 day of August, 2009.

THE CITY OF PEACHTREE CITY

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Witness

  
Bernard J. McMullen, City Manager

  
Executive Officer, FRANCHISEE  
*ANA President*  
*Republic Services*

**ADDENDUM TO  
SOLID WASTE COLLECTION AGREEMENT**

By and between the City of Peachtree City, Georgia (the "City") and BEI Waste Services, LLC (the "Franchisee") dated 8/14/09, 2009 (the "Agreement"). In the event of a conflict between any provision contained in the Agreement and this Addendum, the terms of this Addendum shall prevail.

*owned  
Subsidiary of  
Republic Services*

1. Definitions. The following terms used in the Agreement shall have the meanings set forth below:

a. **Bulky Waste:** White Goods, furniture, loose brush greater than four (4) feet in length or four (4) inches in diameter auto parts, and other oversize wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

b. **Excluded Materials:** shall mean Bulky Waste, Construction and Demolition Waste, dead animals larger than ten (10) pounds, hazardous waste, medical waste, special waste, White Goods, industrial wastes, toxic substances, storm debris, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment (or parts thereof), or any other type of waste that is not included in the definition of Garbage, Refuse or Rubbish/Trash in this Agreement. Franchisee shall not be required to collect, transport, dispose of or otherwise handle any Residential Refuse that is mixed with any Excluded Materials.

c. **Garbage:** Dead animals of less than ten (10) pounds in weight that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

d. **Residential Refuse:** Refuse, Rubbish/Trash, and Solid Waste resulting from the operation of residential, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Residential Refuse never includes Hazardous Waste, Special Waste, Medical Waste, or solid waste from the operation of commercial or industrial establishments mining or agricultural operations.

e. **Refuse.** All nonputrescible waste.

f. **Rubbish/Trash:** All waste wood, wood products (but not Yard Waste), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.

g. **Solid Waste:** All solid and semi-solid Garbage, Refuse, and Rubbish/Trash, but never (a) Hazardous Waste or Special Waste, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).

h. **White Goods:** Refrigerators, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

i. **Yard Waste:** Any and all vegetative matter resulting from private landscaping or regular yard maintenance. Yard Waste shall not include limbs which are greater than five (5) feet in length or four (4) inches in diameter. Yard Waste also shall not include debris from commercial/professional landscaping or excessive debris caused by storms or other inclement weather.

2. Section 2.1 of the Agreement is hereby amended by adding the following provision as a second paragraph:



"Franchisee shall have no obligation to collect any Bulky Waste or bundles in excess of the above volumes set forth for Yard Waste above, or any Excluded Materials, but may provide any such services to residents upon request by any such resident upon terms acceptable to Franchisee and such resident."

3. Minimum Recycling Requirement. Changes in law, markets and/or technology during the term of the Agreement may cause either party to desire to change the Minimum Recycling Requirements listed in the Agreement. To effect such a change, the party desiring the change must give written notice of the desired change to the other party. Should the parties fail to reach a mutual agreement as to a new definition of Minimum Recycling Requirements, or as to the new terms and conditions to accompany the new definition, within thirty (30) days of receipt of such notice, then the definition of Minimum Recycling Requirements shall remain unchanged until such time as an agreement has been reached. In the event the parties are unable to agree on the foregoing, either party shall have the right to terminate this Agreement. In the event that the Minimum Recycling Requirement is amended with respect to any service provider, the City agrees to make such Minimum Recycling Requirement uniform for all similarly situated service providers.. Neither party shall unreasonably withhold its agreement to a reasonable change in the definition of Minimum Recycling Requirements."

4. Storm Debris. The services described herein do not include the collection and disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which the Franchisee has no control. The parties understand and agree that, in the event of a storm, other inclement weather, or any unforeseen event resulting in excessive amounts of storm debris (including materials that might otherwise be classified as Yard Waste) or other similar materials, the collection and disposal of such materials must be governed by a separate agreement to be negotiated by the City and Franchisee or the Franchisee and residents on an individual basis.

Dated as of the 18 day of August, 2009.

FRANCHISEE

By: [Signature]  
Name: JACK PERRO  
Title: AAA President

CITY OF PEACHTREE CITY, GEORGIA

By: [Signature]  
Name: Bernard J. McMullen  
Title: City Manager