

RESOLUTION NO. 2543

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN AGREEMENT WITH WASTE MANAGEMENT INC. OF FLORIDA FOR RECYCLING SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with its commitment to the environment, the Town of Surfside (Town”) wishes to provide recycling services for waste or refuse to all residential properties and businesses in the Town (the “Services”); and

WHEREAS, the City of Coral Springs, Florida entered into an agreement with Waste Management Inc. of Florida (“Company”) dated April 18, 2018 for recycling drop off services (the “City of Coral Springs Agreement”); and

WHEREAS, in accordance with Section 3-13(3) of the Town of Code, the Town elects to utilize the terms and pricing contained in the existing City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to engage the Company to provide the Services pursuant to Section 3-13(3) of the Town Code authorizing purchases made under other governmental contracts; and

WHEREAS, the Town desires to enter into an agreement with the Company for the Services, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), including and adopting the terms and pricing set forth in the City of Coral Springs Agreement; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as

Exhibit "A" (the "Agreement"), subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to approve the Agreement with the Company for the Services, and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Town Manager Authorized; Agreement Authorized. The Town Manager is hereby authorized to enter into the Agreement with the Company for the Services, substantially in the form attached hereto as Exhibit "A", including and adopting the terms and pricing set forth in the City of Coral Springs Agreement, subject to final approval as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

Section 3. Implementation of Agreement. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services, the Agreement and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of October, 2018.

Motion By: Commissioner Karukin

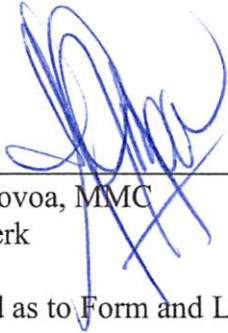
Second By: Commissioner Paul

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Daniel Gielchinsky
Mayor Daniel Dietch

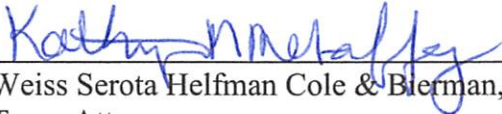
Absent
yes
yes
yes
yes

Attest:



Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Daniel Dietch, Mayor

**RECYCLING SERVICES
AGREEMENT SINGLE STREAM
BLENDED VALUE**

THIS RECYCLING SERVICES AGREEMENT ("Agreement") is made as of October 1, 2018 by and between **WASTE MANAGEMENT INC. OF FLORIDA** ("Company"), a Florida corporation with an office located at 2700 Wiles Road, Pompano Beach, FL 33073, and the **TOWN OF SURFSIDE, FLORIDA** ("Customer" or "Town"), with a location at 9293 Harding Avenue, Surfside, Florida 33154.

1. TERM:

The term of the Agreement shall be for a period of one (1) years, commencing October 1, 2018 and ending on September 30, 2019. The Town shall have the right to renew this Agreement for three (3) successive one (1) year terms on the same terms and conditions. The Agreement may be renewed thereafter for additional terms by written mutual agreement.

2. QUANTITY AND QUALITY:

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables ("Recyclables"). Customer will provide in accordance with Exhibit A ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, and disposal costs. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment. or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred 10 Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. Company reserves the right at its sole discretion upon notice to Customer to discontinue acceptance of any category of Recyclables as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement.

3. RECYCLABLE VALUE:

The value of the Recyclables meeting the Specifications shall be as set forth on Exhibit B. It shall be conclusively presumed that the composition of the Recyclables delivered to the Company shall be identical to the composition of all single stream recyclables processed by Company at the processing facility used as established from time to time by Company. Notwithstanding the

foregoing, Company may perform a composition study of the Recyclables to determine the percentage of each commodity in Customer's Recyclables and may revise the amount payable or chargeable to Customer to reflect the actual composition of Customers Recyclables. Customer acknowledges that the value of the Recyclables may be negative.

4. PAYMENTS; CHARGES; ADJUSTMENTS:

Where the value is positive for the Recyclables, Company shall pay Customer on or about the last day of each month for Recyclables purchased during the preceding month, after deduction of any Charges owed to Company by Customer for services performed hereunder. Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late fee, and any Customer check returned for insufficient funds is subject to a NSF fee, both to the maximum extent allowed by applicable law. In the event that payment is not made when due, Company retains the right to suspend service until the past due balance is paid in full, after notice to Customer and an opportunity to cure in accordance with section 8 of this Agreement. In the event that service is suspended in excess of fifteen (15) days, Company may terminate this Agreement for such default in accordance with Section 8 of this Agreement.

5. SERVICE:

Customer shall deliver Recyclables, at Customer's expense to Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029. All Recyclables must be delivered in self-dumping trucks and will be weighed in and out by Company at the Facility.

6. CONTAINERS/ACCESS:

7. DEFAULT:

Notwithstanding the term of this Agreement set forth in paragraph one (1) above, in the event of default by a party, which default is not cured within thirty (30) days after written notice from the non-defaulting party, the non-defaulting party, at its option, may terminate this Agreement, upon written notice. Notwithstanding the foregoing, Customer (Town Manager), without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Company. Upon receipt of the Customer's written notice of termination, Company shall immediately stop services unless directed otherwise by the Customer (Town Manager). In the event of such termination by the Customer, the Company shall be paid for all services rendered by the Customer up to the date of termination.

8. INDEMNIFICATION/LIMIT OF LIABILITY:

Company agrees to indemnify, defend and save Customer, its officers, employees, agents, parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or payout as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Recyclables, or (b) as a result of the disposal of Customer's Recyclables in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

9. REMEDIES AND WAIVER:

A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or in equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

10. RESERVED:

11. FEES, COSTS AND TAXES:

12. RIGHT OF FIRST REFUSAL:

13. NOTICES:

Any notice to be given hereunder shall be sent certified mail or by a recognized national overnight carrier service to the address set forth above and in the case of Company a copy shall be sent to 2700 Wiles Road, Pompano Beach, FL 33073 Attention: Legal Department. In the case of Customer, all notices shall be sent to the attention of the Town Manager, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, with a copy to the Town Attorney, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154.

14. MISCELLANEOUS:

(a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment ("Uncontrollable Circumstances"), and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other recycling services agreements for the Recyclables, whether written or oral, that may exist between the parties or its affiliates; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided, and Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida; (e) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision; (f) This Agreement shall not be assignable by Company unless such assignment is first approved by the Customer (Town Manager) as the Customer is relying upon the apparent qualifications and expertise of the Company, and such firm's familiarity with the Customer's area, circumstances and desires; (g) The Company shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under this Agreement, at

its own expense; (h) The Company and its employees and agents shall be and remain an independent contractor and not an agent or employee of the Customer with respect to all of the acts and services performed by and under the terms of this Agreement, and this Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties; (i) In the event either party successfully enforces its rights against the other party hereunder, each party shall bear its own costs; and (j) This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

Company acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to the Services to the Customer which are conceived, developed or made by Company during the term of this Agreement (“Work Product”) belong to the Customer. Company shall promptly disclose such Work Product to the Customer and perform all actions reasonably requested by the Customer (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

Company agrees to keep and maintain public records in Company’s possession or control in connection with Company’s performance under this Agreement. Company additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Company shall 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 the Agreement, and following completion of the Agreement until the records are transferred to the Customer.

Upon request from the Customer’s custodian of public records, Company shall provide the Customer 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Customer.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Company shall be delivered by the Company to the Customer’s Manager (Town Manager), at no cost to the Customer, within seven (7) days. All such records stored electronically by Company shall be delivered to the Customer in a format that is compatible with the Customer’s information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Company shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Company may be withheld until all records are received as provided herein. Company's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Customer.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: Sandra Novoa, MMC

**Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154**

Telephone number: 305-861-4863

Email : snovoa@townofsurfsidefl.gov

16. INSURANCE.

Company shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Customer, naming the Customer as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Customer, its officials, employees, agents and volunteers naming the Customer as additional insured. Any insurance maintained by the Customer shall be in excess of the Company's insurance and shall not contribute to the Company's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Customer as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Company. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$5,000,000 each.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000 each accident. No employee, subcontractor or agent of the Company shall be

allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

- d. Environmental/Pollution Liability Insurance in an amount of not less than \$1,000,000 per occurrence, single limit.

Certificate of Insurance. Certificates of Insurance shall be provided to the Customer, reflecting the Customer as an Additional Insured (except with respect to all Liability Insurances and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Customer and prior to commencing services. Each certificate shall include no less than thirty (30) day advance written notice to Customer prior to cancellation, termination, or material alteration of said policies or insurance. The Company shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Customer. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Customer reserves the right to inspect and return a certified copy of such policies, upon written request by the Customer. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Customer before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Customer.

Additional Insured. Except with respect to Worker's Compensation Insurance, the Customer is to be specifically included as an Additional Insured for the liability of the Customer resulting from services performed by or on behalf of the Company in performance of this Agreement. The Company's insurance, including that applicable to the Customer as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Customer shall be in excess of and shall not contribute to the Company's insurance. The Company's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Customer. The Company shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

[SIGNATURE PAGES FOLLOW ON THE NEXT PAGE]

BY SIGNING BELOW, EACH SIGNATOR WARRANTS THAT HE OR SHE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF THE PARTY SET FORTH,

WASTE MANAGEMENT INC. OF FLORIDA,
a Florida corporation

TOWN OF SURFSIDE, FLORIDA, a
Florida municipal corporation

By: _____

By: _____

Name: _____

Guillermo Olmedillo, Town Manager

Title: _____

Date Executed: _____

Date Executed: _____

Attest:

Town Clerk

Approved as to Form and Legal
Sufficiency:

Town Attorney

EXHIBIT A
SINGLE STREAM SPECIFICATIONS

During the term of the Agreement, Company shall take and Customer agrees to provide one hundred percent (100%) of Customer's single stream recyclables in accordance with the specifications below ("Specifications"). In the event that the Recyclables do not meet Specifications, the load may be rejected and/or Customer shall have the sole responsibility for any resulting settlement or adjustments, including, but not limited to: price reductions, transportation, disposal costs, and contamination fees, all of which may include an amount for Company's operation and gross profit margin. Recyclables specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Recyclables provided by Customer to Company is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law.

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottle with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles, detergent, and shampoo bottles, etc.) - empty	Magazines, glossy insets, pamphlets and catalogs
Plastic containers with symbols #3 #7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
	Phone books

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
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Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris and wood
Flexible plastic or film packaging and multi-laminated material	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Materials delivered by or on behalf of Customer may not contain more than 30% Non-Recyclables ("Excess Contamination") and may contain no Excluded Materials. In the event a load does not meet Specifications, the load may be rejected and/or Customer may be charged additional processing, return of disposal costs; provided, however, that if delivered material contains more than 10% Non-Recyclables (but does not contain Excluded Materials), the material will be accepted and the Excess Contamination shall be subject to the charges set forth in Exhibit B.

"Excluded Material" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material; or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1998, as amended, or other regulations or ordinances.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Company shall provide six (6) month advanced written notice to Customer of its decision to discontinue acceptance of any such material.

Customer shall deliver Recyclables, at Customer's expense, to Company's facility located at Reuter Recycling, 20701 Pembroke Road, Pembroke Pines, FL 33029, or to such other mutually agreeable location as the Customer and Company may direct from time to time ("Facility") during the Facility's operating hours, Monday through Saturday, excluding Christmas Day. All Recyclables must be delivered in self-dumping trucks and will be weighted in and out by Company at the Facility.

**EXHIBIT B
SINGLE STREAM PRICING**

1. VALUE SHARE

Where the Blended Value is greater than the Processing Fee, Customer's value share is a percentage of the difference between the Blended Value and the Processing Fees listed below. When the Blended Value is less than the Processing Fee, Customer shall pay Company the difference between the Processing Fee and the Blended Value.

Where the Blended Value is greater than the Processing Fee and equal to or less than \$120.00, the Customer's value share is 55% of the difference.

Where the Blended Value is greater than \$120.00 and equal to or less than \$140.00, the Customer's value share is 65% of the difference.

Where the Blended Value is greater than \$140.00, the Customer's value share is 75% of the difference.

2. BLENDED VALUE

To calculate the Blended Value per ton of the Recyclables.

- (a) The percentage of each Recyclable and Non- Recyclable component set forth below contained in the Customer's recyclable as established and revised from time-to-time by audit, is multiplied by the current value of each commodity set forth below; and
- (b) Each commodity value per ton is added together to obtain the Blended Value per ton.

Customer acknowledges that the value of a commodity may be negative.

Blended Value is calculated monthly.

- PS means the average price published at www.SecondaryFiberPricing.com for the Southeast USA Region, domestic price, 1st issue of the month retroactive to the first of the month.
- SMP means the average price published at www.SecondaryFiberPricing.com for the Atlanta (Southeast USA) Region, first dated price each month, retroactive to the first of the month.
- If PS or SMP (or both) is not longer reflective of prevailing market conditions, or if an alternative publication more accurately reflects such market conditions, then Contractor any substitute such alternative publication(s) or alternate method to determine the value of each commodity set forth below.
- "Transportation and Disposal" means the charge transporting residue from the processing facility per ton in the month of delivery to the disposal facility.

Material	Index Description
Mixed Paper	PS 54 Mixed Paper (MP)
Newspaper	PS 56 Sorted Residential Papers (SRNP)
Corrugated Containers	PS 11 Corrugated Containers
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)
PET	SMP Plastics PET (Baled, c/lb, picked up)
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)
Plastics #3-#7	SMP Plastics Commingled HDPE (#3-7, Baled, c/lb, picked up)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton def. as Recyclable or Disposable)
Polycoated cartons	\$0.00
Contamination (up to 10%)	\$0.00
Excessive Contamination (over 10%)	T&D

3. CHARGES

(a) The Initial Processing Fee is \$96.00 per delivered ton.

(b) The Company has the right to adjust the Processing Fee in accordance with increases in the applicable CPI as calculated below on the anniversary of the Effective Date (“Anniversary Date”). Such COP adjustment shall be effective on such Anniversary Date and shall be recalculated and effective each Anniversary Date thereafter. The increases to the Processing Fee shall be based on the percentage Increase in the CPI for the twelve (12) month period ending one month prior to the Anniversary Date. “CPI” means the Consumer Price Index-All Urban Consumer (CIP-U), Water, Sewer, and Trash Collection (WST), (Not Seasonally adjusted, 12-month rolling average) as published by the United State Department of Labor, Bureau of Labor Statistics (1982-1984=100), which shall not exceed 5%. In the event this CPI is no viable or no longer reflective of consumer prices in Customer’s geographic region, another consumer pricing index or method of adjustment may be used as a replacement for the CPI, subject to the mutual agreement of the parties. Failure by Company to submit such CPI price adjustment shall not preclude the retroactive implementation of such adjustment as of the Anniversary Date.

EXHIBIT B
SINGLE STREAM COMPOSITION

The initial composition will be determined based on the initial composition study, which shall be completed no later than thirty (30) days after the commencement date of the agreement. Company/Customer may request a composition study every six months to determine the percentage of each commodity in Customer's recyclables and Exhibit B will be deemed adjusted accordingly. A representative from Customer may be present for composition studies.

By way of example:

Material	Index Description	Market Index Apr 2018	Market Value (\$/Ton)	Material %	Average Market Value (\$/Ton)
Mixed Paper	PS 54 Mixed Paper (MP)	2.50	\$2.50	21.5%	\$0.54
Newspaper	PS 56 Sorted Residential Papers (SRNP)	17.50	\$17.50	11.6%	\$2.03
Corrugated Containers	PS 11 Corrugated Containers	87.50	\$87.50	14.6%	\$12.78
Aluminum Cans	SMP Metals Aluminum Cans (Sorted, Baled, c/lb, picked up)	70.00	\$1,400.00	1.1%	\$15.40
Steel Cans	SMP Metals Steel Cans (Sorted, Baled, S/Gross ton, picked up)	180.00	\$180.00	2.0%	\$3.60
PET	SMP Plastics PET (Baled, c/lb, picked up)	15.25	\$305.00	7.5%	\$22.88
Natural HDPE	SMP Plastics Natural HDPE (Baled, c/lb, picked up)	37.50	\$750.00	3.0%	\$22.50
Colored HDPE	SMP Plastics Colored HDPE (Baled, c/lb, picked up)	19.00	\$380.00	3.0%	\$11.40
Plastics #3-#7	SMP Plastics Commingled (#3-7, Baled, c/lb, picked up)	(1.50)	\$(30.00)	4.4%	\$ (1.32)
Glass (3 Mix)	SMP Glass 3 Mix (\$/ton del. As Recyclable or Disposable)	(22.50)	\$(22.50)	13.3%	\$ (2.99)
Polycoated cartons	N/A	-	-	0.8%	
Contamination	N/A	-	-	10.00%	
Excessive Contamination	Contamination in excess of 10%	(55.00)	\$(55.00)	7.2%	\$ (3.96)

100.0%	\$82.86
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EXHIBIT C

Composition Audits of Program Materials used for AMV Calculation

a. The initial AMV calculation shall be based upon compositions presented In Exhibit B. and shall be the basis for calculating the initial AMV. For users of this Agreement other than the Town by piggyback or otherwise, a mutually agreeable AMV schedule will be implemented for the first six months of this Agreement.

Beginning upon the commencement date of the agreement and during each subsequent six month period, WMIF shall conduct audits on not less twenty-five composition samples in accordance with ASTM standard D5231-92(2008) so as to establish sufficient waste characterization data necessary to adjust the AMV to reflect changes in the composition of single stream materials delivered to the Designated Facilities which are utilized to calculate the AMV semi-annually, as agreed to by the Town and WMIF. A quantity of 25 audits will provide a statistical confidence of 90%. These audits maybe performed on a weekly basis over the duration of a six-month period to reflect changes in weather and seasonal population behaviors which affect recycling composition.

A calendar of planned audits will be provided to the Town by WMIF indicating the schedule of planned samples. Sampling protocol shall consider the collection day of the week and geographic routing to provide the overall composition. The Town may request to have a representative observe any audits by providing a written request not less than seven days prior to the audit. At any time during the term of the Agreement, the Town may submit a written request to conduct a Composition Study with the aid of a qualified professional.

b. Within ninety days after receipt of Town's request, the Town may engage a qualified professional (the "Professional") to conduct the Composition Study. The Professional will employ a Composition Study methodology generally recognized and accepted within the industry as producing accurate results under circumstances similar to those existing at the Designated Facilities. The Town will have sole and absolute discretion in choosing the Professional and the methodology to be used in conducting each Composition Study. All costs related to the Composition Study shall be the Town's obligation.

c. Upon engaging a Professional who will conduct a Composition study, the Town will notify WMIF as to the schedule when the study will be conducted. Both the Town and WMIF shall have the right to be present and to observe the conduct and performance of the Composition Study.

d. The Town will deliver or require the Professional to deliver a copy of the final Composition Study to WMIF. Should the Composition study conducted by the Professional deviate significantly (defined as greater than 5%) from data derived from audits conducted by WMIF, an average of the two AMV totals will be used to calculate the subsequent period until the next semi-annual calculation is due.

After the Town and WMIF have received the final Composition Study, then any required resulting adjustments to the material percentages utilized to calculate the AMV as provided in Exhibit B will become effective commencing the first day of the calendar month after the month in which

the parties receive the final Composition Study and will remain in effect during the remainder of the Agreement unless and until further adjusted in a future Composition Study or Town Composition Study.