

ORDINANCE NO. 2010-03

AN ORDINANCE OF THE CITY COMMISSION OF PARKLAND, FLORIDA AMENDING APPENDIX A ENTITLED "FRANCHISES" ARTICLE III ENTITLED "WASTE MANAGEMENT INC. OF FLORIDA" ADOPTING THE AMENDED AND RESTATED FRANCHISE AGREEMENT BETWEEN WASTE MANAGEMENT INC. OF FLORIDA AND THE CITY OF PARKLAND; EXTENDING THE FRANCHISE FOR FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH WASTE MANAGEMENT INC. OF FLORIDA CONCERNING THE COLLECTION AND REMOVAL OF TRASH, GARBAGE AND OTHER REFUSE WITHIN THE CITY OF PARKLAND, EXTENDING THE TERM OF THE FRANCHISE; PROVIDING FOR COLLECTION OF THE FRANCHISE FEE AS A SPECIAL ASSESSMENT AND OTHERWISE AMENDING THE FRANCHISE AGREEMENT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of trash, garbage and other refuse found within municipal limits of the City of Parkland; and

WHEREAS, the City in 2008 adopted a new Franchise Agreement with Waste Management Inc. of Florida for the collection and disposal of trash, garbage and other refuse; and

WHEREAS, service provided by Waste Management Inc. of Florida has been rendered with satisfactory results and adequate efficiency; and

WHEREAS, the City would like the costs for service provided by Waste Management Inc. of Florida to be placed on the ad valorem tax billing; and

WHEREAS, the City and its residents are obtaining benefits by providing for the cost on the ad valorem tax billing; and

WHEREAS, the 2008 Franchise Agreement did not provide for ad valorem tax billing so amendments to the Franchise is required; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA AS FOLLOWS:

**Section 1:** That the City Commission hereby approved the Amended and Restated Franchise Agreement Between City of Parkland and Waste Management Inc. of Florida, which is attached hereto and the City Manager is hereby authorized to enter into and execute the aforementioned Amended and Restated Franchise Agreement with Waste Management Inc. of Florida.

**Section 2:** Appendix A, Article III of the Code of Ordinances is hereby repealed, and the attached Amended and Restated Franchise Agreement Between City of Parkland and Waste Management Inc. of Florida, as may be amended from time to time, is hereby adopted by the City Commission.

**Section 3:** If any word, phrase, clause, sentence, or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

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2 **Section 4:** That all Ordinances or parts of Ordinances in conflict herewith are to the extent of  
3 said conflict, hereby repealed.

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5 **Section 5:** That this Ordinance shall take effect immediately upon its passage and adoption.  
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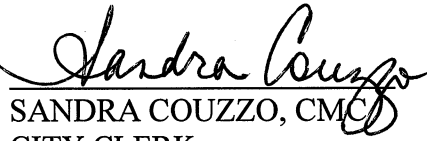
8 PASSED FIRST READING THIS 17th DAY OF MARCH, 2010.

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10 PASSED SECOND READING THIS 21 DAY OF APRIL, 2010.

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13 CITY OF PARKLAND  
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MICHAEL UDINE, MAYOR

Attest:

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SANDRA COUZZO, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY

  
ANDREW S. MAURODIS, ESQ.

**AMENDED AND RESTATED  
FRANCHISE AGREEMENT  
BETWEEN  
CITY OF PARKLAND  
AND  
WASTE MANAGEMENT INC. OF FLORIDA**

This is a franchise agreement between the City of Parkland, a municipal corporation of the State of Florida, (hereinafter "CITY");

AND

Waste Management Inc. of Florida, its successors, assigns, and subsidiaries, (hereinafter "CONTRACTOR").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments herein after set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1 – DEFINITIONS**

*Agreement* shall mean the Amended and Restated Franchise Agreement Between the City of Parkland and Waste Management Inc. of Florida.

*Biomedical Waste* shall have the meaning as set forth on Section 403.703, Florida Statutes, and applicable regulations under the Florida Administrative Code.

*Bulk Waste* shall mean large items that normally exceed weight (fifty pounds) or size restrictions (four foot in length) including, but not limited to, white goods, furniture, and large branches. Bulk Waste does not include any form of matter or debris resulting from land clearing, land development, or building demolition debris. Additionally, bulk waste does not include automobiles, automobile components, boats, internal combustion engines, hazardous waste, or biomedical waste. Bulk Waste must be of a size and weight that can be managed by Contractor's grapple truck.

*Commercial Container* shall mean any portable, nonabsorbent, enclosed container with a close fitting cover, or doors, approved by the CONTRACTOR, which is used to store large volumes of refuse utilizing containers of two (2) cubic yards, or more. A commercial container must be capable of being serviced by the mechanical equipment of the CONTRACTOR.

*Commercial Establishment* shall mean any public or private place, building, or enterprise devoted in whole or in part to business purposes whether for profit or not for profit; except where such place, building, or enterprise constitutes a residence.

*Construction/Demolition Debris* shall mean materials generally considered to be not water soluble and non-hazardous 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, and including rocks, soils, tree remains, trees and other vegetative matter which normally results from land clearing or land development operations for a construction project as defined in Section 403.703(21), Florida Statutes, as amended from time to time. Mixing of construction and demolition debris with other types of solid waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition debris. However, the inclusion of incidental solid waste generated attendant to construction or demolition activity shall not classify the same as other than construction and demolition debris.

**Curb Service** shall mean a single collection point within five (5) feet of the hard-topped road.

**Garbage** shall mean and include all waste, fruit or vegetable matter that attends or results from the preparation, use, handling, cooking, serving or storage of meats, fish, fowl, fruit, vegetable matter, of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases or odors, or which may serve as breeding or feeding materials for flies and other insects. Garbage does not include Biomedical Waste as described herein.

**Gross Revenue** shall mean all revenues collected, from any source whatsoever, before any deduction.

**Handicapped Service** shall be service of household garbage at rear or side of house for persons as defined herein and approved by the CONTRACTOR.

**Hazardous Waste** shall mean wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or any other material that has been classified as hazardous by a governmental agency with the authority to regulate such material.

**Horticultural Trash** shall mean grass clippings, shrubbery cuttings or clippings, palm fronds, small tree branches, bushes or shrubs, or other matter usually created as refuse in the care of hedges, bushes and trees, except large branches, trees, stumps or bulky or noncombustible materials.

**Processing Center** shall mean a location offering purchase, sorting and preparation of recyclable materials for resale.

**Recyclable Materials** shall mean newspapers, magazines, inserts, catalogs, cereal boxes, junk mail, office paper, steel cans, aluminum and bi-metal cans, milk and juice cartons, drink boxes, clear glass, brown and green glass, plastic containers (#1, 2, 3, 4, 5 and 6), and such other Recyclable Materials as the parties may mutually designate in writing.

**Residence** shall mean and include:

1. *Single-family residence* - A detached single-family structure designed for occupancy by one (1) person or by one (1) family.
2. *Duplex residence* - Shall mean and include an attached two-family structure designed or intended for occupancy by two (2) families or by one (1) person in one (1) or both units.
3. *Multifamily residence* - Shall be three (3) dwelling units or more in the same structure, including apartments and condominiums.

**Residential Container** shall mean and include a tied plastic garbage bag and/or a garbage can with handles and lid, ~~not exceeding thirty two (32) gallons in size~~ not exceeding thirty two (32) gallons in size.

**Rollout Cart** shall mean and include:

1. *For Garbage/Trash* - A ~~CONTRACTOR issued~~ ninety six (96) gallon or smaller wheeled rollout cart, ~~green in color with a green lid~~ **and front grab bar for mechanical collection** used for the collection of solid waste, horticultural trash and trash only.

2. *For Recyclables* - A CONTRACTOR issued sixty four (64) gallon wheeled rollout cart, white in color with a green lid and clearly labeled for recyclable materials only.

**Solid Waste** shall mean garbage, trash and horticultural trash as defined herein. This definition shall not include biomedical waste, hazardous waste or construction debris as the definitions are defined herein.

**Trash** shall mean every residential or commercial waste accumulation of metal, metal products, glass, crockery, rubber (excluding tires), lumber, sawdust, or other materials.

**White Goods** shall mean discarded refrigerators, ranges, stoves, washers, dryers, water heaters, and other similar domestic appliances.

## **ARTICLE 2 - EXCLUSIVE RIGHT**

The CITY grants to the CONTRACTOR to the extent permitted by law, the exclusive right and obligation to provide solid waste collection and disposal services for all residences and commercial establishments and recycling services for all residences within the CITY boundaries subject to the limitations and conditions set forth herein. The exclusive right and obligation granted by this Agreement specifically does not include storm-generated debris that is the subject of an emergency order, or construction debris, hazardous waste and hazardous substances (as defined in F.S. § 403.703).

The CONTRACTOR shall perform the obligations of collecting all waste materials through any recognized subsidiary or division of the CONTRACTOR. All such subsidiaries or divisions shall be registered with the CITY prior to performing any services and shall be fully insured as required by this Agreement. CONTRACTOR shall be fully responsible for any actions of its subsidiaries or divisions and for performance hereunder. All defenses, hold harmless, and indemnification obligations provided for herein shall apply to the CONTRACTOR, its subsidiaries or divisions, its agents and assigns.

## **ARTICLE 3 – PERFORMANCE BOND**

**3.1.** A performance bond of \$100,000.00 (in a form acceptable to the City Attorney) will be required of the CONTRACTOR to be executed by a surety company licensed to do business in the State of Florida. Said bond shall be obtained by the CONTRACTOR and presented to the CITY within ten (10) days following the execution of this agreement.

**3.2.** The performance bond shall remain valid at all times for the life of the agreement. Upon completion of the contract and compliance with all items and conditions, the CONTRACTOR shall be entitled to the return of any cash bond on deposit with the CITY.

#### **ARTICLE 4 – TERM**

The franchise granted hereto shall be and remain in full force and effect for a period commencing on the first day of ~~April, 2008~~ October 2010, and extending through the last day of ~~March, 2013~~ September 2018, except as otherwise provided herein; provided furthermore, that this franchise may thereafter be renewed at the mutual written agreement of the CITY and the CONTRACTOR for up to three (3) additional five (5) year periods upon the same terms, conditions and limitations imposed hereby.

The term of this franchise shall be automatically renewed under the same terms, conditions and limitations for five (5) years (up to a maximum of three renewals) unless either party gives notice (pursuant to Article 11.5) of termination to the other party of its intent not to extend this Franchise Agreement at the end of its original term or any extended term, which notice shall be delivered to the other party not less than one hundred eighty (180) days prior to the expiration of the original term or any extended term.

#### **ARTICLE 5 – TERMINATION**

This Franchise Agreement shall automatically terminate, regardless of notification, upon completion of the last day of the last renewal term authorized by this Agreement.

The failure of the CITY at any time to require performance by the CONTRACTOR of any provision of the contract shall in no way affect the right of the CITY thereafter to enforce same; or shall be a waiver by the CITY of any breach of any provision of the contract be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Failure on the part of the CONTRACTOR to comply with the conditions, terms, specifications and requirement of this Agreement shall be just cause for the cancellation of this Agreement. The CITY shall provide written notice to the CONTRACTOR specifying the matter at issue. If the CONTRACTOR does not cure the default within thirty (30) days (or commence the cure if the matter is not susceptible of cure within 30 days) the CITY may, by thirty (30) days written notice to the CONTRACTOR, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The CITY shall be the sole judge of nonperformance. If the agreement is terminated, the City shall be entitled to call the bond and apply the cash or surety bond for the cost of the service in excess of that charged to the CITY by the firm engaged for the balance of the contract period.

In the event of a strike of the CONTRACTOR'S employees or any other labor dispute which makes performance of the agreement substantially impossible, CONTRACTOR agrees that it will take appropriate steps to provide service to the CITY by utilizing assets and personnel from its affiliated companies. In the event that the CONTRACTOR is unable to provide such service within a reasonable time, the CITY may avail itself of remedies at law and in equity that may be appropriate or take measures to assure collection and charge the costs to CONTRACTOR.

Should a court or administrative tribunal with jurisdiction declare the City without authority to continue to comply with this Agreement (after any available appeals have been exhausted) this

Agreement shall then be deemed void and of no further force and effect and all rights thereunder (except for indemnities) shall cases and terminate.

## ARTICLE 6 – COLLECTION

To the extent permitted by law, CONTRACTOR shall exercise the exclusive franchise right herein granted, subject to the following terms, conditions and limitations; provided, however, that CONTRACTOR shall bill in accordance with Section 10.3 of this Agreement. ~~have the right in accordance with this agreement to prescribe and enforce the method, manner and time for the billing to each and every residential, multifamily rental apartment, multifamily condominium, business or commercial enterprise, and/or such other entity requiring containerized collection and disposal services herein contemplated, provided that such method, manner and time shall not be inconsistent or in conflict with any of the terms and conditions of this agreement contemplated herein.~~

CONTRACTOR shall be responsible for providing service to all residences issued a Certificate of Occupancy during the particular month and shall be entitled to compensation for services commencing at the beginning of the succeeding month. For commercial establishments, Contractor shall be entitled to compensation for services commencing the date of initial service. The CITY shall notify the CONTRACTOR as Certificates of Occupancy are issued for new residences and commercial establishments. The CITY shall at all times keep the CONTRACTOR provided with an updated list of owners of residential units and commercial establishments within the CITY for billing purposes.

### **6.1. Residential Solid Waste and Horticultural Trash Collection**

All persons occupying a residential unit or maintaining a place of residence within the CITY shall be provided regular solid waste and horticultural trash collection two (2) days per week. The owners and/or occupants shall subscribe to the solid waste collection service and have all accumulations of solid waste generated from such premises removed by the CONTRACTOR. CONTRACTOR shall provide twice a week collection as long as all waste set out for collection is in approved containers as defined below. The CONTRACTOR shall not be required to collect any residential solid waste or horticultural waste that is not placed in an approved residential container.

Residential customers who are physically or mentally challenged and for which there is no adult living in the residence who is capable of placing rollout garbage carts at the curb may elect "handicapped service" at no additional charge. CONTRACTOR shall provide an appropriate form for such residents to complete together with required documentation corroborating such status. The CITY shall make the final decision in the event of a dispute between CONTRACTOR and Resident over Residents right to have "handicapped service."

### **6.2. Commercial Solid Waste Collection**

All persons occupying a commercial establishment or maintaining a place of business within the CITY shall be provided regular solid waste collection a minimum of one time per week. To the extent permitted by law, the CITY shall require the owners and/or

occupants to subscribe to the solid waste collection service and have all accumulation of solid waste generated from such premises removed by the CONTRACTOR.

In the event of a dispute between the CONTRACTOR and a commercial establishment as to the level of service pursuant to a contract for service between the two parties, then either party may take the matter to the City Manager for resolution. The decision of the City Manager shall be final.

### **6.3. Bulk Collection Service**

The CONTRACTOR shall provide a city-wide bulk pickup service ~~six (6)~~ twelve (12) times per contract year at no additional cost to the CITY or residents. Bulk pick-up schedules shall be established annually and shall be scheduled in ~~two (2)~~ one (1) month intervals. The bulk pickup shall be at curbside, the same as the normal pickups and shall include, but not be limited to, bulky household items, discarded furniture, etc. Bulk pickups shall not include tree stumps or mature trees unless reduced to size and weight that can be managed by CONTRACTOR'S grapple truck or construction debris.

The following set-out rules apply to bulk pickups:

- Bulk waste shall be placed curbside in a neat and orderly manner.
- Cut tree trunks, logs, and large limbs into sections not to exceed 4 feet and stack neatly at the curb.
- Cut lumber, metal poles and other items of this nature into sections not to exceed 4 feet.
- Bulk waste set out for collection must not be placed close to a mailbox, fire hydrant, cable box, utility pole, fence or car.
- White Goods shall have chlorofluorocarbons (CFC's) removed prior to set out.

Additional bulk pick-ups may be provided by CONTRACTOR or CITY at additional cost to residents.

### **6.4. Recycling Collection**

CONTRACTOR shall, at its sole cost and expense, except as otherwise provided herein, furnish all labor and equipment required to collect recyclable materials placed at the curbside for collection once each week and collection shall be on the same day of the week as a regularly scheduled solid waste collection. CONTRACTOR shall provide the same recycling collection for all CITY owned facilities. The CITY shall adopt regulations to require that all residences shall participate in the CITY's recycling program and seek to ensure that all recyclable materials (and only those materials) as described herein are placed into the appropriate rollout cart for recyclables collection.

In case of a missed pickup reported by the CITY or a resident, CONTRACTOR shall collect the recyclable materials from such resident upon notification by the next business day.



CONTRACTOR shall refuse to make pick-up if a resident places significant quantities of non-recyclable materials into the recycling rollout cart such that said quantity is sufficient enough to contaminate the majority of the contents. At the time of refusal to make the pickup, CONTRACTOR will issue a notice to the resident which contains instructions for the proper segregation of materials. If a resident receives two (2) such notices within a period of thirty (30) days, CONTRACTOR shall notify the CITY of the need to formally address the problem.

## ARTICLE 7 - SERVICES

### 7.1. General

In and about the collection of solid waste from all residences in the City of Parkland, the CONTRACTOR shall do and perform the following:

A. Furnish solid waste collection and disposal service to all persons occupying or maintaining a place of residence as described herein and to all persons occupying or maintaining a commercial establishment as described herein.

Nothing herein shall require the removal of hazardous waste, abandoned vehicles or vehicle parts, body waste, dead animals, flammables, explosives, radioactive materials, or liquid waste.

B. Where necessary to protect the public health, the CITY shall have the authority to require more frequent collections and require the user to pay for such additional services at the rate set forth in Exhibit A.

C. All residential solid waste required to be collected by the CONTRACTOR under subparagraph "A" hereof shall be placed in appropriate residential containers,  tied garbage bags, and/or rollout carts as herein described and provided for.

D. Commercial and multifamily ~~residential apartment and condominium facilities of three (3) units or more~~ residential apartment and condominium facilities of three (3) units or more shall use commercial containers as defined herein. At the option of the CITY, multifamily townhouse units may use either commercial containers or utilize curb service with the same type residential containers as described herein. However, in such multifamily townhouse facilities that circumstances make the use of—commercial containers prohibitive, CONTRACTOR shall make appropriate service adjustments (i.e. continue rear end load service) at no extra cost to accommodate said facility.

E. All routine scheduling of trucks used by the CONTRACTOR for the pickup of trash and garbage shall be left to the discretion of the CONTRACTOR to the end that the twice-a-week schedule of pickups shall be consistent, equally spaced during each week, and shall assure maximum efficiency of operation.

F. All residential containers shall be readily accessible to the CONTRACTOR'S truck, located within five (5) feet of the hard-topped road. All tree trimmings, branches, and palm fronds put out for regular solid waste collection but not cut and placed in a residential container or rollout cart shall be cut, tied, and neatly placed at the curb in bundles not exceeding four feet (4') in length, fifty pounds (50 lbs.) in weight, and placed within five feet (5') of the hard-topped road.

G. The CONTRACTOR shall pick up refuse on all legal holidays except Christmas Day. The CITY shall publish the Christmas collection schedule, which is to be

furnished by the CONTRACTOR to the CITY not less than sixty days prior to Christmas Day. Further, should the CONTRACTOR miss scheduled pickups due to hurricanes or other causes beyond its control, CONTRACTOR shall make every reasonable effort to make up any such lost days.

**H.** The CONTRACTOR shall make collections of solid waste with as little disturbance as possible. In the event of a verified missed collection that is reported by the CITY or the resident, the CONTRACTOR shall collect the materials from the site within the next business day. The CONTRACTOR shall notify customers of any changes in collection procedures, regulations and day(s) of collection.

**I.** As to multifamily containerized service, collections shall be no less than two (2) times per week with the containers being accessible to the collection vehicle. All solid waste shall be placed within the container with the lid closed.

**J.** As to commercial establishments, collection shall be no less than one (1) time per week with the containers being accessible to the CONTRACTOR'S vehicle. All solid waste shall be placed within the container with the lid closed.

### **7.2 Residential Container/Rollout Cart Supply and Service**

Each residence receiving curbside garbage/trash collection shall be responsible for purchasing their own residential containers, garbage bags, and/or rollout carts and maintaining such containers/carts in good condition. Contractor shall collect all solid waste and horticultural debris placed in residential containers as described herein provided that ~~no residential container exceeds fifty pounds (50 lbs.) in weight~~, all garbage bags are securely tied, and items placed in garbage cans and rollout carts do not exceed the height of the garbage can rim. There shall be no limit to the number of residential containers, tied garbage bags, or rollout carts that a resident may put out for collection.

### **7.3. Spillage and Litter**

The CONTRACTOR shall not litter the premises and shall make every effort to completely empty all residential containers in the process of making collections or in hauling the solid waste materials once so collected. In the event of spillage by the CONTRACTOR, the CONTRACTOR shall promptly clean up all such litter from such spillage. The CONTRACTOR shall not be required to collect any solid waste that has not been placed in an approved residential container. CONTRACTOR shall maintain equipment in such manner to prevent spillage or leaching.

### **7.4. City Containers and Carts**

CONTRACTOR shall provide and service one (1) commercial container and up to two (2) sixty four (64) gallon recycling rollout carts at each CITY owned facility at no cost to the CITY. The size of such commercial container shall be at the discretion of the CITY. Additionally, at CITY'S request, CONTRACTOR shall supply commercial containers for CITY run special events on an as needed basis at no additional cost to the CITY. The CITY shall provide CONTRACTOR as much notice as reasonably possible however, not less than thirty (30) days notice of the need for a special event container. Whenever possible, CITY will provide CONTRACTOR with a list of upcoming events ahead of time.

### **7.5. Routes and Schedules**

The CONTRACTOR shall provide the City Clerk's Office and the Department of Public Works with schedules of residential collection routes and keep such information current at all times. No changes in schedules and/or routes shall be permitted without the expressed written approval of the City Manager or designee. In the event of CITY approved changes in routes or schedules that will alter the day of pickup, the CONTRACTOR shall notify each customer affected by either direct mail or door hanger and an advertisement prominently displayed in the Sun Sentinel at least once, and not less than one (1) week prior to change.

### **7.6 Recycling Public Awareness Program**

CONTRACTOR and CITY shall work together to develop and implement a public awareness program in order to educate the residents of the CITY to the environmental and economic benefits to recycling. The initial promotional expense and advertising material shall be paid for by CONTRACTOR.

### **7.7-Vacation Credit Recycling Rollout Cart Supply and Service**

~~In the event a resident shall be on vacation for a period of sixty (60) or more consecutive days and shall not require collection services during that time period, CONTRACTOR shall grant resident a vacation credit provided that, the resident completes a Vacation Credit Affidavit and files it with the CITY and the CONTRACTOR prior to the first date that such vacation is to take place. Residents that properly file a Vacation Credit Affidavit will not be billed for services during that time period. A vacation credit shall only be good for the period of time noted on the affidavit. In the event resident desires to extend their vacation, it shall be the resident's responsibility to complete and file a new Vacation Credit Affidavit within seven (7) days of the expiration of the initial affidavit. Each residence receiving curbside recycling shall be issued a sixty four (64) gallon wheeled rollout cart from the CONTRACTOR. Residents shall be responsible for maintaining such carts in good condition. CONTRACTOR, at its own expense, shall repair and/or replace any recycling carts damaged due to normal wear and tear or damaged due to CONTRACTOR negligence. However, the costs of replacement rollout carts for those lost or damaged by residents shall be the responsibility of such residents.~~

### **7.8 Post-Disaster Cleanup**

The CONTRACTOR shall assist the CITY in the cleanup of debris in the aftermath of a natural disaster including, but not limited to, hurricanes, tornados or other severe storm events pursuant to a separate written Memorandum of Understanding which sets forth the services Contractor is to perform and the compensation to be paid by the City. CONTRACTOR shall use all reasonably available equipment and personnel for this purpose. Nothing in this Agreement shall prevent CITY from contracting with other debris management firms for the purpose of post-disaster debris management including, but not limited to, debris removal, monitoring, and disposal.

### **7.9 Annexed Areas**

CONTRACTOR shall commence servicing newly annexed areas within twenty four (24) hours (unless otherwise stated) after receiving written notification (pursuant to Article

11.5) from the CITY to begin such service. In the event of annexation, CONTRACTOR shall provide the same level of service to the newly annexed area as such area was receiving prior to annexation. The aforementioned level of service shall remain in effect, under the same terms, rates, and conditions as prior to the annexation for a period of five (5) years. Newly annexed areas under existing and valid franchise agreements with other Contractors shall be permitted to continue service to the extent provided by law.

## **ARTICLE 8 – OPERATIONS**

### **8.1. Hours of Operation**

Collections shall be made no earlier than 7:00 a.m., and no later than 7:00 p.m., with no service on Sunday, except in time of emergency or to maintain schedules due to the Christmas Day holiday; provided, however, that if the CONTRACTOR has an equipment breakdown, it shall be relieved from completing collection by 7:00 p.m. for the route being served by such equipment experiencing operating difficulties; provided further that such route shall be fully collected by the CONTRACTOR with substitute equipment no later than 9:00 pm that day.

### **8.2. Collection Equipment**

The CONTRACTOR shall have on hand at all times, in good working order, such equipment to perform its duties hereunder. The CONTRACTOR shall have available to it, at all times, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment used by the CONTRACTOR to perform its duties.

### **8.3. Contractor's Office**

The CONTRACTOR shall maintain a telephone service for receiving local calls in Broward County, an adequate office with qualified management, supervisory personnel and such clerical employees as may be required for properly performing its duties under this agreement. CONTRACTOR shall employ technically trained personnel to properly coordinate its required services consistent with the requirements of the health or sanitary departments of the CITY, Broward County, and the State of Florida. Such telephone service shall be maintained by the CONTRACTOR during normal collection hours on those days that the CONTRACTOR provides residential roll-out collection services. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive customer inquiries during those times that the CONTRACTOR's office is closed. The CONTRACTOR need not provide such answering service on holidays in which collection will not occur as required herein.

### **8.4. Contractor's Personnel**

8.4.1. The CONTRACTOR shall assign a qualified person or persons to be in charge of its operations in the CITY and shall give the name or names to the City Manager's Office.

8.4.2. CONTRACTOR'S collection employees shall wear a clean uniform or shirt bearing the company's name.

8.4.3. Each driver shall, at all times, carry a valid driver's license for the type of vehicle which he is driving.

8.4.4. No person shall be denied employment by the CONTRACTOR for reason of race, creed, sex or religion.

8.4.5. All CONTRACTOR personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business within the CITY. The CITY reserves the right to have CONTRACTOR permanently remove (from servicing the CITY) any of CONTRACTOR'S personnel that, in the opinion of the CITY, is not maintaining a professional, courteous and responsible demeanor at all times.

### **8.5. Complaints**

All complaints shall be reasonably resolved within twenty-four (24) hours. The Contractor shall prepare a form (as approved by the CITY) or maintain a log in his Broward County office of all service complaints and indicate the disposition of each. Such records shall be provided to the CITY on a monthly basis and available at the CONTRACTORS Office for CITY inspection at all times during business hours. The form shall indicate the name and phone number of the resident filing the complaint, the date the complaint is received, the date the complaint is resolved, and the hour on which it is resolved. When a complaint is received on the day preceding a holiday or on a Saturday after 12:00 Noon, it shall be serviced on the next working day. A fifty dollar (\$50.00) per day penalty shall be paid to the CITY by the CONTRACTOR on any complaints not reasonably resolved within twenty-four (24) hours after written notice from the CITY to the CONTRACTOR. The term "twenty-four (24) hours" for the purpose of this section, shall be construed to mean by the close of business on the next working day.

### **8.6. Solid Waste Disposal**

The CONTRACTOR shall haul all solid waste collected for disposal to a licensed and permitted disposal site facility which has agreed to accept such waste. The CONTRACTOR shall have sole responsibilities for locating and designating a disposal facility for acceptance of such waste. CONTRACTOR hereby guarantees disposal capacity for the term of this Agreement and any subsequent extensions.

### **8.7. Recycled Materials**

CONTRACTOR shall transport the collected recyclable materials to a licensed and permitted processing center designated by the CONTRACTOR. CONTRACTOR shall take title to the recyclable materials upon pickup from residents and shall be responsible for the sale of such recyclable materials. CONTRACTOR shall ensure that all recyclable materials collected are processed for future use and shall not be disposed of as solid waste; provided, however, rejects and residue from such recyclable material may be so disposed. If CONTRACTOR should be found in violation of this section, CONTRACTOR shall pay a fine of up to one thousand dollars (\$1,000) per violation. Each time the violation occurs or each day the volatile condition exists shall be a separate violation.

The CITY agrees to take such steps as may be reasonably necessary to protect the ownership of all recyclable materials placed at the curbside for collection by CONTRACTOR under the terms of this agreement and shall reasonably enforce any applicable anti-scavenging ordinance.

### **8.8 Permits and Licenses**

The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

### **8.9 Property Damage**

The CONTRACTOR shall address and resolve all complaints of property damage within one (1) week of notice by CITY or resident. Damage to public and/or private property caused by the Contractor shall be repaired and/or replaced to a condition equal to or better than before the damage occurred, at no additional cost to the CITY or resident. Said damage shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall indemnify and hold CITY harmless from any and all costs related thereto. The Contractor shall use all means to protect existing objects, structures and vegetation.

## **ARTICLE 9 – INSURANCE AND INDEMNIFICATION**

### **9.1. Worker's Compensation Insurance**

The CONTRACTOR shall provide and maintain during the life of this agreement worker's compensation insurance in accordance with the laws of the State of Florida for all employees. A certificate shall be filed with CITY by the insurance carrier showing each insurance to be in force at all times.

### **9.2. Liability Insurance**

The CONTRACTOR shall provide and maintain during the life of the agreement public liability, auto liability and property damage insurance and umbrella coverage in the following amounts:

Public liability: \$500,000.00 per person/\$500,000.00 per accident

Property damage: \$500,000.00 per any one claim

to protect itself, its agents and its employees from claims for damages, for personal injury, including wrongful and accidental death, and property damage which may arise from operations under the agreement, whether such operations be performed by itself or its employees. CONTRACTOR shall also provide an umbrella liability coverage in the amount of \$5,000,000.00 with a \$25,000.00 deduction and/or base insurance. All policies shall name the CITY as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the CITY thirty (30) days notice in writing. Copies of all insurance policies shall be filed with the City Clerk.

### **9.3. Indemnification**

(a) CONTRACTOR shall indemnify, defend and hold CITY and its employees harmless from any and all liability, claims, causes of action, judgments or penalties in any way related to the negligent actions or omissions, its activities and those of its employees, subcontractors and agents pursuant to or in any way related to this agreement. However, such indemnity shall not be applicable to matters caused by breach of this Agreement by CITY or the negligent acts or omissions of the CITY, its agents or employees. Nothing herein shall constitute a waiver of the CITY'S sovereign immunity. This indemnity provision shall survive the termination of this Agreement.

(b) As a separate indemnity, the Contractor shall defend and indemnify City and hold City harmless if Indemnitee is made a party to any civil or administrative proceeding, by reason of the fact that (a) City and Contractor entered into a renewal of the Franchise Agreement without competitive solicitation; (b) the Franchise Agreement is claimed to be violative of applicable laws or regulations or judicial decisions; (c) the Franchise Agreement is claimed to be violative of public policy; or (d) for any other reason the Franchise Agreement is sought to be declared void or unenforceable in whole or in part. Such indemnity shall include damages actually and reasonably incurred by City in connection with such action or proceeding and judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the Contractor in its reasonable discretion) or amounts paid by virtue of any final judicial decree by a court of competent jurisdiction ("Damages"). Provided, however the Contractor's obligation hereunder to pay Damages under this provision shall not exceed One Million (\$1,000,000.00) Dollars. Damages shall exclude the costs of defense (trial and appellate litigation, if applicable) which shall be the separate obligation of the Contractor hereunder.

## ARTICLE 10 – RATES, FEES AND BILLING

### 10.1 Charges and Rates

For services required to be performed under this agreement, the charges shall be as set forth on Exhibit "A" attached. The initial rates established in the initial agreement shall be adjusted as follows:

**10.1.1.** Beginning ~~April 1, 2009~~ October 1, 2010, the curbside Single-family residence and Duplex residence rates as stated in Exhibit A shall decrease by twenty cents (\$0.20) per month. Concurrently on October 1, 2011 and yearly thereafter, the curbside residential ~~and containerized~~ rates, as stated in Exhibit A, shall be adjusted upward or downward to reflect the cost of doing business measured by the ~~average~~ annual percentage change in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency for all urban consumers in the Miami/Fort Lauderdale district, for the latest available twelve (12) months calculated by utilizing the CPI for the month of ~~April~~ December for the appropriate years. Any such adjustment shall be plus or minus any applicable ~~ten~~ eleven percent (11 %) franchise fee. Further, the annual rate adjustment reflecting the change in the CPI shall not exceed five (5) percent in any one (1) year exclusive of the franchise fee adjustment.

**10.1.2.** The rate for Multi-family residence, Commercial and Optional containerized services as noted on Exhibit A shall be increased by 2% on October 1, 2010, ~~to accommodate the increase in franchise fees~~ and then adjusted for changes in the CPI using the methodology **and indices** set forth in Section 10.1.1 above; concurrently, the first CPI adjustment shall occur on April 1, 2008 April 1, 2010 and yearly thereafter. The annual rate adjustment shall not exceed five (5) percent in any one year exclusive of any franchise fees. Beginning April 1, 2011~~April 1, 2009~~, the cubic yard rate for Multi-family residence, Commercial and Optional containerized services as stated in Exhibit A shall increase by thirty-five cents (\$0.35) per cubic yard.

**10.1.3.** The CONTRACTOR may petition the CITY for rate or condition adjustments at reasonable times on the basis of unusual changes in its cost of doing business, which changes were not within the contemplation of the CONTRACTOR at the time the rates were established. The CITY in its sole discretion may determine whether to grant or deny, in whole or in part, any portion of the requests contained within the petition. Any adjustment granted by CITY affecting Single-family residence and Duplex residence collection rates shall only be implemented in conjunction with the tax roll billing cycle. (See Section 10.3.1)

**10.1.4.** The rate compensation may be increased to offset the increased costs of CONTRACTOR as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, disposal, taxes, surcharges or assessments of Refuse pursuant to this Agreement so long as CONTRACTOR can demonstrate that said costs are directly and solely attributable to such changes and that CONTRACTOR has sought to minimize the effect of such changes on the cost to provide such services. This subsection, as the same relates to disposal, may not be invoked due to any increase in the costs of operation of the CONTRACTOR or any receiving facility resulting from actions or requirements imposed by a county or municipality. Any adjustment affecting Single-family residence and Duplex residence collection rates shall only be implemented in conjunction with the tax roll billing cycle. (See Section 10.3.1)

## **10.2 Franchise Fees**

**10.2.1.** Residential - For and in consideration of CONTRACTOR'S right and privilege appertaining hereto, to operate and maintain a trash, garbage and refuse collection and removal service in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places within the City of Parkland for the purpose of collecting and disposing of the trash, garbage, and other refuse generated by residences, CONTRACTOR shall pay CITY, upon receipt of payment from the Revenue Collector of Broward County, shall retain a franchise fee of ~~ten (10) percent~~ eleven percent (11%) of gross revenues collected



for Single-family residence and Duplex residence collection and shall pay CONTRACTOR on the 25<sup>th</sup> of the month following the month such payment is received. The CITY shall deduct said franchise fees from each payment.

By way of example and illustration, for residential services, the following would pertain:

<u>Amount remitted to City</u>	
<u>by Broward County</u>	\$100,000 (includes franchise fees)
<u>Split out services vs. Franch. Fees</u>	÷ 1.11 ( 1 plus current Franch. Fee)
<u>Amount Due WMIF for services</u>	= 90,090
<u>Current Franchise Fee rate</u>	x 11.0%
<u>Amount retained by City</u>	\$ 9910

For commercial services billed by Contractor:

<u>Amount billed and collected by WMIF</u>	\$100,000 (includes franch. Fees)
<u>Split out services vs. Franch. Fees</u>	÷ 1.12 (1 plus current Franch. Fee)
<u>Amount due WMIF for services</u>	= \$89,286
<u>Current Franchise Fee rate</u>	x 12.0%
<u>Amount paid to City</u>	\$ 10,714

10.2.2. Multi-Family and Commercial - CONTRACTOR shall pay CITY a franchise fee of twelve percent (12%) of gross revenues collected for multi-family and commercial collection (but excluding commercial recycling, compactor leases, repairs and maintenance, and similar activities that are not exclusive to Contractor under this Agreement), to be paid on a monthly basis on the twenty-fifth (25th) day of each month succeeding the month of service. Revenues from commercial recycling and recovered materials are excluded from the franchise fee calculation.

**10.2.3.** For and in consideration of CONTRACTOR'S right and privilege appertaining hereto, to operate and maintain a residential recyclables collection and removal service in, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places within the City of Parkland for the purpose of collecting, sorting, and selling recyclable materials generated and placed for collection by CONTRACTOR by residences, CONTRACTOR shall pay CITY a franchise fee of eleven dollars and fifty cents (\$11.50) per ton of recyclable materials collected based on ninety five percent (95%) of gross tonnage collected, to be paid on a monthly basis on the twenty-fifth (25th) day of each month succeeding the month of service.

### **10.3 Billing**

**10.3.1** It is recognized by the parties hereto that all single family and duplex residence rate increases or decreases and the collection of rates shall, as of October 1, 2010 and every October 1<sup>st</sup> thereafter, be dependent on and subject to the

system for collection through the Broward County Tax Collector's Office through the ad valorem tax bill, and any changes to that system. Therefore, no billing increase or decrease for single family and duplex residences shall be effective unless said increase or decrease is adopted and presented to the Broward County Property Appraiser's Office in a manner which permits inclusion of the increase or decrease on the ad valorem tax bill; further it is acknowledged and agreed that such increases or decreases must be adopted in conjunction with the ad valorem tax billing cycle of the Broward County Property Appraiser and shall be subject to that billing cycle. CONTRACTOR acknowledges and agrees to provide in writing the residential rate for single family and duplex residences to CITY on or before June 1<sup>st</sup> of each calendar year in accordance with Section 10.1.1 above. Failure of CONTRACTOR to provide said number by June 1<sup>st</sup> will result in the previous year's rates being charged CITY residents; further any failure by the Property Appraiser's Office to include an increase timely sought by CONTRACTOR shall not be the responsibility of the CITY. However, such failure by the Property Appraiser's Office shall not prejudice or prevent Contractor from recovering all such sums rightfully due it and the City shall assist Contractor and take such steps to facilitate payment of such sums from those residents who owe same.

Single family and duplex accounts, whose tax bills do not reflect a non-ad valorem assessment for solid waste and recycling services, for any reason will be charged an annual fee directly by CONTRACTOR which will be pro-rated accordingly, under the proper circumstances. Such properties will be placed on the next year's tax bill as a non-ad valorem assessment. CITY shall have no responsibility for billing or collection of said annual fee; however, CONTRACTOR shall have the responsibility to remit the appropriate franchise fee amounts (all set forth herein) to the CITY monthly pursuant to the Agreement. The CITY shall pay CONTRACTOR all solid waste collection non-ad valorem assessment revenues received from from the Tax Collector's Office, less Franchise Fee and any other fees or costs provided for herein provided for in Section 10.2 hereof, by the 25<sup>th</sup> of the month following the month such revenues are received.

CONTRACTOR recognizes that the use of the special assessment process for collection for single family and duplex residences is an accommodation to CONTRACTOR and that the CITY shall not be responsible for non-collection of any fees, or for the failure to get rate increases or decreases on the tax roll or any payment failures of any kind and that the only responsibility of CITY is to pay assessments collected and paid to CITY by the Tax Collector (less fees and costs set out herein) to CONTRACTOR as collected and to the extent collected according to the schedule set forth herein. CITY shall have no obligation to pay fees on units or properties not on the tax roll or where fees are not collected by the Tax Collector for any reason but shall assist and facilitate Contractor's efforts to collect same as set forth above. Further, if special assessments for single family and duplex residences are challenged or reversed or altered in any way,

CONTRACTOR shall be responsible for defending such challenge on behalf of the CITY and shall defend, indemnify and hold the CITY harmless from any costs, including attorneys fees, refunds, penalties or other liability of any kind emanating therefrom. Contractor shall choose counsel who shall be reasonably be approved by City and shall direct all litigation and settlement. Should any refunds of special assessments for collection of single family and duplex residences be required to any property or unit for any reason whatsoever (excluding the negligent or intentionally wrongful acts of the City) CONTRACTOR shall be fully responsible for said payment.

- 10.3.2. Except for single family and duplex residences, who shall be billed through the non-ad valorem tax bill, all other residences or businesses shall be billed monthly by CONTRACTOR at rates in accordance with this Agreement. CONTRACTOR shall assume sole responsibility for billing and collection charges directly from each customer. CONTRACTOR shall bear the exclusive costs in collection of any and all past due amounts owed from customers. CITY shall have no responsibility of any nature whatsoever for imposition or collection of fees on these properties. CONTRACTOR shall remit its FRANCHISE FEE on or before the 25<sup>th</sup> of the month following such revenues are received.

~~Each resident (with the exception of those residing in multifamily units) whether owner or tenant, within the CITY will be billed one month currently and two months in advance (January, April, July and October). However, the failure of the CONTRACTOR to bill as noted above during any quarter shall not preclude CONTRACTOR from billing during the ensuing quarter. CONTRACTOR shall assume responsibility for billing and collection charges directly from each customer. Multifamily residences and commercial establishments will be billed directly by the CONTRACTOR at no cost to the CITY.~~

~~The CITY, to the best of its ability, shall offer reasonable assistance to CONTRACTOR in collecting payments of residents and residential tenants for amounts previously billed by the CONTRACTOR not paid for by the resident or tenant, and is over thirty (30) days past due. The CONTRACTOR shall have the right to stop service to any residential location which is more than sixty (60) days in arrears in the payment of the applicable bills to the CONTRACTOR. To the extent permitted by law, the CITY shall take reasonable steps to enforce the requirement of its residents and tenants to utilize the solid waste and recycling collection and disposal services of the CONTRACTOR and to pay the commensurate bills for such service. Under no circumstances shall CITY be responsible for the failure to pay of any resident or commercial account for said monies owed.~~

~~The CITY reserves the right to terminate these provisions for billing by CONTRACTOR upon not less than sixty (60) days written notice. Such termination shall be effective on October 1 of that year. If termination does occur, then CONTRACTOR shall begin billing through monthly invoices to the CITY which CITY shall pay within thirty (30) days.~~

#### **10.4 City Billing Administrative Fees**

In the event CITY desires to change the form of billing as described in Section 10.3 to a tax roll billing method or any other method in which CITY assumes the responsibility for billing, CONTRACTOR shall reduce the curbside residential and containerized rates in effect by thirty cents (\$0.30) per month. The reduction rate shall be adjusted upward or downward to reflect the cost of doing business measured by fluctuations in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency for all urban consumers in the Miami/Fort Lauderdale district, for the latest available twelve (12) months calculated by utilizing the CPI for the month of December for the appropriate years. Any such adjustment shall be plus or minus any applicable ten percent (10%) franchise fee. Further, the annual rate adjustment reflecting the change in the CPI shall not exceed five (5) percent in any one (1) year exclusive of the franchise fee adjustment. CONTRACTOR shall be responsible for administrative costs of any kind, which shall include, but not be limited to, all direct costs paid to the Broward County Property Appraiser for processing of the non-ad valorem assessment and ½ of the fee charged by the Broward County Tax Collector, including, but not limited to any per parcel or other costs charged to the CITY by any government body, (excluding the cost of CITY staff), educational materials regarding the tax billing/garbage collection process and consultants, including attorneys fees to implement and/or process the annual non-ad valorem assessment. CONTRACTOR agrees that the costs of the assessment process are part of the costs of affecting collection services and, thus, are the responsibility of the CONTRACTOR. CONTRACTOR further agrees that, in consideration of that responsibility, and because the non-ad valorem assessment ultimately results in a benefit to the CONTRACTOR, that the CONTRACTOR shall promptly compensate the CITY for its costs. CONTRACTOR shall provide the CITY initially \$ 20,000 upon execution of this Agreement, which will be placed in an escrow to cover costs outlined in this section. Thereafter, if the escrow falls below \$500 then CONTRACTOR shall provide an additional \$10,000 to replenish the escrow. CITY shall provide CONTRACTOR invoices of costs charged against the escrow. CONTRACTOR also agrees that all annual costs, excluding the fees charged by governmental agencies, not exceeding \$10,000 individually, incurred in annually implementing the non-ad valorem assessment program shall be borne by the CONTRACTOR and paid out of the escrow or if the escrow is exhausted paid promptly by CONTRACTOR. CONTRACTOR shall provide sufficient funds on or before January 1<sup>st</sup> each year to maintain \$10,000 in the escrow.

#### **10.5 Discounts**

It is understood and agreed that all discounts allowed for early payment of a non-ad valorem assessments tax bill as provided by Statute, Ordinance, or otherwise are shall be applicable to the compensation paid to CONTRACTOR for services pursuant to this Agreement and as a result, the CONTRACTOR may receive less compensation than is provided in Appendix A for any changes that are collected on the tax bill in accordance with Section 10.3.1 and Section 197.3632, Florida Statutes.

## ARTICLE 11 – MISCELLANEOUS PROVISIONS

### 11.1 Laws to Govern

The agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue with respect to any litigation shall be Broward County, Florida.

### 11.2 Compliance with Laws and Regulations

The CONTRACTOR shall conduct operations under the agreement in compliance with all applicable federal, state and local laws, ordinances, rules, and regulations.

### 11.3 Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal, void, unenforceable, or otherwise invalid, the other provisions shall not be affected, but shall remain in full force and effect.

### 11.4 Assignment and Subletting

No assignment of the agreement or any right occurring under the agreement shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY which consent CITY may withhold in its absolute discretion. In the event of any assignment, the assignee shall assume the liability of the CONTRACTOR.

### 11.5 Notice

All notices required herein shall be in writing and mailed certified, return receipt requested, to the following person(s) at the addresses listed unless changed by written notice:

PARKLAND:  
City Manager  
City of Parkland  
6600 University Drive  
Parkland, Florida 33067

WITH COPY TO:  
City Attorney  
City of Parkland  
6600 University Drive  
Parkland, FL 33067

CONTRACTOR:

Mr. Tony Spadaccia, Gov Affairs Manager  
Waste Management, Inc. of Florida  
2700 NW 48<sup>th</sup> Street  
Pompano Beach, FL 33073

WITH COPY TO:

Ronald Kaplan, Florida Counsel  
Waste Management Inc. of Florida  
2700 NW 48<sup>th</sup> Street  
Pompano Beach, FL 33073

### 11.6 Books and Records

The CONTRACTOR shall keep financial records to properly reflect its financial operations and financial condition. The CONTRACTOR shall specifically maintain records with regards to the collection and disposition of solid waste and recyclable materials collected within the CITY including, but not limited to, legible disposal tickets reflecting weight, volume, place and date of disposal. The CITY, at CONTRACTORS expense, reserves and shall have the right to examine, audit, and review any and all records relating to this Agreement at any

time during normal business hours upon giving reasonable notice. CONTRACTOR will maintain all reports, data, records, and correspondence related to this Agreement for the duration of this Agreement including any approved extensions.

#### **11.7 Modification**

This agreement shall constitute the entire understanding between the parties and shall not be modified, except by mutual consent of the parties.

#### **11.8 Force Majeure**

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

**The Rest of This Page Left Blank Intentionally**

IN WITNESS WHEREOF the parties have caused these presents to be executed.

WASTE MANAGEMENT INC. of FLORIDA

Witness:


[Signature]  
\_\_\_\_\_

X [Signature]  
By: \_\_\_\_\_  
Title: Vice President  
Date: 5-12-10

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17 day of May, 2010, by Timothy B. Hawkins, V.P. of WASTE MANAGEMENT INC. OF FLORIDA., who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

 ROSALINA VEGA  
Print, Type, or Stamp Commissioned Name  
CITY OF PARKLAND

Witnesses:

[Signature]  
[Signature]

[Signature]  
By: \_\_\_\_\_  
Caryn Gardner-Young, City Manager  
Date: 5/18/10

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 18 day of May, 2010, by Caryn Gardner-Young of the City of Parkland, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Signature of Notary Public

Print, Type, or Stamp Commissioned Name







**NATIONAL GUARANTY INSURANCE COMPANY OF VERMONT**

100 BANK STREET, SUITE 610 BURLINGTON, VT 05401

**EXTENSION CERTIFICATE**  
(To be filed with the Obligee)  
Performance Bond

Bond Number:  
PB03-0539-TX

To be attached to Bond described below, executed by National Guaranty Insurance Company of Vermont as Surety:

PRINCIPAL: WASTE MANAGEMENT INC. OF FLORIDA

OBLIGEE: CITY OF PARKLAND

DESCRIPTION: Residential Solid Waste Collection and Recycling Services

Said Principal and said Surety hereby agree that the term of said bond is extended from the March 1, 2012 to the March 1, 2013 subject to all other provisions, conditions and limitations of said bond, upon the express condition that Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the amount of One Hundred Thousand and 00/100  
----- (\$ 100,000.00 ).

Signed, sealed and dated this 1st day of March, 2012.

WASTE MANAGEMENT INC. OF FLORIDA

By: Jennifer S. Copeland  
Jennifer S. Copeland, Attorney-In-Fact

National Guaranty Insurance Company of Vermont

By: Jennifer A. George  
Jennifer A. George, Attorney-In-Fact

**POWER OF ATTORNEY**

**KNOWN ALL MEN BY THESE PRESENTS** that the National Guaranty Insurance Company of Vermont, 100 Bank Street, Suite 610, Burlington, Vermont Corporation (the "Corporation"), has constituted and appointed and does hereby constitute and appoint Julie S. Boucher, Heather Cook, Jennifer A. George, Susan D. Precourt, and Marcy Waterfall of Burlington, Vermont, each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.
3. Insurance policies and Certificates of Insurance related to financial assurance for closure, post-closure and/or corrective action obligations.

The foregoing powers granted by the corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

**IN WITNESS WHEREOF**, the Corporation has caused these presents to be signed in Burlington, Vermont by its Vice President & Secretary, and its corporate seal to be hereto affixed this 1<sup>st</sup> day of March, 2012.

Witness:

**NATIONAL GUARANTY INSURANCE  
COMPANY OF VERMONT**

Marcy Waterfall

Marcy Waterfall

Donna L. Meals

Donna L. Meals  
Vice President & Secretary

**POWER OF ATTORNEY**

**KNOWN ALL MEN BY THESE PRESENTS** that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Margaret Buboltz, Jennifer S. Copeland, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Stephenie Whittington, and Stephanie Wiggins of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

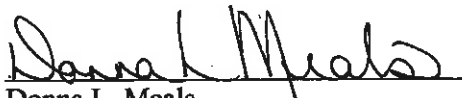
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.


The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

**IN WITNESS WHEREOF**, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 1st day of March, 2012.

Witness:

Waste Management, Inc.

  
\_\_\_\_\_  
Donna L. Meals  
Director, Financial Assurance

  
\_\_\_\_\_  
Cherie C. Rice  
Vice President, Finance and Treasurer

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
0842463 B.C. Ltd.		Corporation	British Columbi
1-800-Pack-Rat, LLC	20-2107163	Limited Liability Company	Delaware
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Agilyx Corporation		Corporation	Washington
Agnion Energy Inc.		Corporation	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Articulus spolka z ograniczona odpowiedzialnoscia		Limited Liability Company	Poland
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon South, LLC	26-3549579	Limited Liability Company	Delaware
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Big Belly Solar, Inc.	33-1056366	Corporation	Delaware
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluebird Recycling, Inc.	71-0888641	Corporation	Idaho
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Greenbow, LLC	05-0605713	Limited Liability Company	Alabama
Greenleaf Compaction, Inc.	86-0668806	Corporation	Arizona
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutuzal Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harvest Power, Inc.		Corporation	Delaware
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC	26-2268599	Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
InEnTec Inc.	45-2730230	Corporation	Delaware
International Environmental Management, Inc.	58-2016302	Corporation	Georgia
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Columbi
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill Properties, LLC	27-0747734	Limited Liability Company	Virginia
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshl
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Looney Bins, Inc.	95-4704325	Corporation	California
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Ervions, Inc.	38-2434760	Corporation	Michigan
MicroGREEN Polymers, Inc.		Corporation	Washington

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Redwood Landfill, Inc.	94-1443150	Corporation	Delaware
Refuse Services, Inc.	59-1098850	Corporation	Florida
Refuse, Inc.	88-0094235	Corporation	Nevada
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolina
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S&T Materials, LLC	26-3327760	Limited Liability Company	Florida
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico. S.A. de C.V.	NA-0000070	Corporation	Mexico
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Shanghai Environment Group Company Limited		Joint Venture	People's Repu
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spokane Recycling Products, Inc.	91-0881565	Corporation	Washington
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Terrabon, Inc.		Corporation	Delaware
TerraFuels, LLC	27-4393572	Limited Liability Company	Texas
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Trashmasters Waste and Recycling Services, Inc.	93-1038408	Corporation	Oregon
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
Thermal Remediation Solutions, L.L.C.	91-1865607	Limited Liability Company	Oregon
TNT Sands, Inc.	57-0937314	Corporation	South Carolina
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi



# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Fairless, L.L.C.	26-3468180	Limited Liability Company	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolin
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin

# Affiliate Entity Report

## Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Portsmouth Inc.	27-1446081	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Asphalt Products, LLC	27-0675171	Limited Liability Company	Delaware
WM Bagco, LLC	26-4626312	Limited Liability Company	Delaware
WM Conversion Fund, LLC	27-1445960	Limited Liability Company	Delaware
WM Corporate Services, Inc.	27-3308922	Corporation	Delaware
WM Curbside, LLC	27-3473785	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Resources, Inc.	27-1184260	Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GreenOps, LLC	26-4194066	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM KS Energy Resources, LLC	45-1480997	Limited Liability Company	Delaware
WM LampTracker, Inc.	26-2748613	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Logistics, LLC	27-5556760	Limited Liability Company	Delaware
WM Mercury Waste, Inc.	27-2289604	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM ND Energy Resources II, LLC	30-0717655	Limited Liability Company	Delaware
WM ND Energy Resources, LLC	90-0779990	Limited Liability Company	Delaware
WM Nevada Renewable Energy, L.L.C.	27-1678300	Limited Liability Company	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM PA Holdings, LLC	27-2335935	Limited Liability Company	Delaware