

**AMENDMENT NO. 4 TO SOLID WASTE AND
RECYCLING COLLECTION FRANCHISE AGREEMENT**

THIS AMENDMENT NO. 4 to the Solid Waste and Recycling Collection Franchise Agreement dated March 9, 2015, by and between the **CITY OF DELRAY BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and **WASTE MANAGEMENT INC. OF FLORIDA** (hereinafter referred to as "Contractor"), a Florida corporation authorized to do business in the State of Florida, is entered into this ____ day of _____, 2021.

WITNESSETH:

WHEREAS, on March 9, 2015 and Exclusive Franchise Agreement was entered with Southern Waste Systems, LLC for the collection of Solid Waste and Recyclable Materials; and

WHEREAS, on December 14, 2015, the Agreement was assigned to Waste Management Inc. of Florida; and

WHEREAS, the Agreement is designed to help the City implement the management plan of the Solid Waste Authority of Palm Beach County; and

WHEREAS, the parties desire to amend the Agreement to update requirements for recyclables collection equipment to be consistent with the City's Interlocal Agreement with the Solid Waste Authority of Palm Beach County and Florida Statutes.

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

1. The recitations set forth above are incorporated herein.
2. That Paragraph 7, "Contractor's Specific Collection Services", Section 7.2, "Residential Collection Service at Curbside for Recyclable Materials" is amended as follows:

7.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS

The Contractor shall collect all of the Source Separated Recyclable Materials that Residential Customers Set Out in Recycling Bins or paper bags at Curbside. The Contractor also shall collect the cardboard that is Set Out at Curbside if the cardboard is folded or cut into pieces no large than ~~three (3)~~ by three (3) feet in size. At a minimum, the Contractor shall collect all of the following Source Separated Recyclable Materials: (a) newspapers, cardboard, magazines, phone books, paper, cereal boxes, and other similar fiber products; (b) ferrous and nonferrous cans and beverage containers; (c) plastic bottles and containers (Nos. 1 through 7); (d) glass bottles and containers; (e) aseptic or poly-coated food and beverage containers; (f) any other Source Separated Recyclable Materials that are accepted and recycled by the Authority's facilities; and (g) other Recyclable Materials designated by the Administrator and approved by the Contractor.

The City currently collects Source Separated Recyclable Materials in a "dual stream"— i.e., paper and fiber products are collected in one Recycling Bin and a second Recycling Bin is used for the Collection of other Recyclable Materials, including aluminum cans, metal cans, plastic bottles, and glass bottles. When the Contractor collects Source Separated Recyclable Materials at the Curbside, the Contractor shall place these two difference categories of Recyclable Materials into separate compartments in the Contractor's Collection vehicles.

Source Separated Recyclable Materials collection equipment shall be the McNeilus or Heil (or other reputable manufacturer) split body rear loader (one compartment for paper products; one compartment for other recyclable materials), and must be compatible for unloading at the designated SWA facility. In the event a compacting vehicle is used for the collection of Source Separated Recyclable Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recyclable Materials to avoid glass breakage. Equipment utilized for the collection of Source Separated Recyclable Materials shall be clearly identified for that purpose.

3. This Amendment No. 4 shall become effective upon execution by all parties but Contractor shall not be required to replace, modify, change or alter any vehicle utilized currently for the collection of Source Separated Recyclable Materials unless the SWA refuses to allow unloading of same at its facilities or as may be otherwise required pursuant to the terms of the Agreement.

4. Except as provided herein, all other terms and conditions of the Franchise Agreement remain in full force and effect and are hereby confirmed. The Franchise Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment No. 4 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment No. 4 to the Solid Waste and Recycling Collection Franchise Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Katerri Johnson, City Clerk

Shelly Petrolia, Mayor

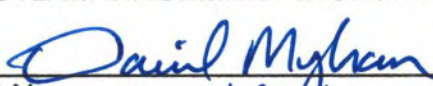
Approved as to Form and Legal Sufficiency:

Lynn Gelin, City Attorney

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA

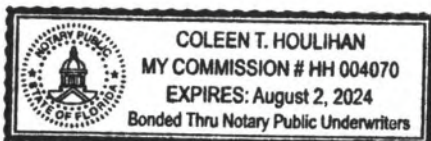

Print Name: RONALD M. KAPLAN, ASST. SEC.

By: 
Print Name: DAVID MYHAM
Title: PRESIDENT

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of April, 2021, by DAVID M. MYHAM, PRES. (name of person), as President (type of authority) for Waste Management Inc. of Florida (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____




Notary Public – State of Florida