

AMENDMENT NO. FOUR TO AGREEMENT

This "Amendment No. Four to Agreement" is entered into this _____ day of July 2018, by and between the VILLAGE OF WELLINGTON ("VILLAGE"), a municipal corporation existing under the laws of the State of Florida, and WASTE MANAGEMENT INC. OF FLORIDA., a Florida corporation ("CONTRACTOR").

RECITALS:

WHEREAS, VILLAGE and CONTRACTOR entered into a Franchise Agreement in connection with Wellington's Request for Proposal #035-14/ED for Solid Waste and Recyclable Materials, ("Agreement"); with Amendment No. One dated December 10, 2015 and Amendment No. Two dated February 4, 2016 and Amendment No. Three dated October 24, 2017 and,

WHEREAS, the parties hereto desire to amend the Agreement which they entered into for the effective term of June 1, 2015 through September 30, 2020 to address the concerns with commercial business trash containers (overflowing); and

WHEREAS, VILLAGE has agreed to create a new section within the Franchise Agreement to read as follows:

Section 11.4

Overfilling mechanical containers presents safety and health risks to the residents of the VILLAGE. If the CONTRACTOR determines during a collection event that a Commercial Customer's mechanical container is overfilled with waste or recyclables, the CONTRACTOR shall take a digital photograph of the container in such a manner to present evidence of overfilling.

For purposes of this Section 11.4, overfilling is defined as the container being overloaded so that the lid does not close securely and is displaced by at least 10 (ten) inches. The CONTRACTOR shall provide to the customer a notice of such overfilling. For each event of overfilling, the CONTRACTOR shall charge the customer \$200, not to exceed \$600 per month. The overfilling charge shall be subject to Franchise Fees, which shall be added to the overfilling charge. Upon a customer's request to collect material outside of the dumpster, that waste will be subject to the collection and disposal rates and franchise fees in the Village's adopted fee schedule.

The CONTRACTOR shall take reasonable steps to seek to change the customer's service level by providing a larger container or increasing the frequency of service.

If a Customer has exhausted all options to increase collection service level, the Sanitation Division and the Contractor may conduct a case-by-case review to determine if the Customer is to be exempt from Section 11.4. Such exemption may only be given if the Sanitation Division and the Contractor agree that there are physical constraints to locating a larger or second container, and service is at the maximum frequency provided by the contractor; and

NOW, THEREFORE, in consideration and the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, VILLAGE and the CONTRACTOR mutually agree as follows:

1. The above Recitals are true and correct.
2. Except as modified herein, all terms and conditions of the agreement remain in full force and legal effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. Four to the Agreement on the date above stated.

WITNESS:

VENDOR: WASTE MANAGEMENT INC. OF FLORIDA

By: _____

VILLAGE OF WELLINGTON

As: _____

By: _____

Print Name: _____