



INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: Vista Landfill, LLC
A WASTE MANAGEMENT COMPANY

CUSTOMER: City of Ocoee

Name: Janice Hill 7/26/2016
Title: Technical Service representative

Name: [Signature] 7/19/16
Title: [Signature] Date PRINT

Effective Date of Agreement: July 26, 2016

Initial Term: 36 months

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Solid Waste means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws,

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state

and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit

changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) if any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted VISTA LANDFILL


COMPANY

Signed:


Authorized Signatory

CUSTOMER

Signed:


Authorized Signatory

CITY OF COCOE

**2015 Administrative and Operational Fees and Gate Rates
for Vista, Pine Ridge and Deland Landfills
effective April 01, 2015**

Gate Rates

Please note, all loads are charged a fuel surcharge that varies each week according to the price of fuel. In addition to the fuel surcharge, all cash customers are charged an environmental fee of \$10.00 (up to 2 ton loads) or \$20.00 (for loads over 2 tons.) and a regulatory cost recovery fee of 3.6%. Customers who have a charge account with us are charged an environmental fee of 11% as well as the fuel surcharge.

Vista Landfill

C&D/Class III	\$ 28.00 per ton, 2 Ton minimum
Yard Waste	\$ 35.00 per ton, 2 Ton minimum
Asbestos	\$ 200.00 per ton, one-ton minimum per load
Shredded Tires	\$ 100.00 per ton, \$100 minimum per load
Mobile home	\$ 5.50 per cubic yard, \$550 minimum charge
Boat	\$ 5.50 per cubic yard, \$200 minimum per load

Pine Ridge Landfill

C&D	\$ 30.00 per ton, 2 Ton minimum
Yard Waste	\$ 35.00 per ton, 2 Ton minimum

Vista and Pine Ridge Landfills

Small tire	\$ 50.00 each
Large tire	\$ 75.00 each
Tires by the ton (only at Vista)	\$ 450.00 per ton, one ton minimum
White Goods	\$ 27.00 each

Deland Landfill

C&D	\$ 30.00 per ton, one-ton minimum per load
C&D/Class III	\$ 37.00 per ton, one-ton minimum per load
Green Waste (Yard Waste)	\$ 42.00 per ton, one-ton minimum per load
Asbestos	\$ 200.00 per ton, one-ton minimum per load

Operational Fees

Large Dig out fee	\$ 175	Tractor trailer or 30 minutes
Small Dig Out fee	\$ 50	Trailer, Roll-off less than 30 min
Hard to Handle Fee	\$ 25	3 or less mattresses
Mattress Hard to Handle Fee	\$ 150	4 or more mattresses
Weighing charge	\$ 10	
Untarped Load	\$ 200	
Special Handling Fee	\$ 175	
Unscheduled Late Load	\$ 250	
Overweight Loads	\$ 250	
Waste Ban items	\$ 50	
Hard Hat	\$ 12	
Safety Vest	\$ 6	

Administrative Fees

Copy of weigh tickets	\$ 50
Copy of any document	\$ 50
Credit Approval fee	\$ 50
Certificate of Destruction	\$ 200

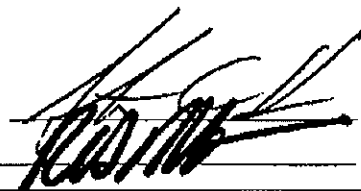


AGENDA ITEM COVER SHEET

Meeting Date: July 19, 2016

Item # 13

Contact Name: Stephen C. Krug
Contact Number: 6002

Reviewed By:
Department Director:
City Manager: 

Subject: Industrial Waste Services & Disposal Agreement with Waste Management for Vista Landfill.

Background Summary:

The City has historically utilized Waste Management's Vista Landfill in Apopka for the disposal of yard waste, construction debris and street sweeper debris - categorized as Class III materials by the State of Florida. Vista Landfill is the closest Class III landfill to the City as the County only accepts Class I garbage at the Porter Transfer Station. The City has been operating from a 2006 service agreement for the Vista Landfill that did not have an end date, leading Public Works to request an updated agreement from Waste Management with a defined term of service. The Solid Waste and Stormwater Utilities utilize the Vista Landfill as budgeted for approximately \$240,000 and \$45,000 respectively.

Public Works recommends executing the updated agreement with Waste Management for the continued use of the Vista Landfill. Public Works is also requesting \$39,370.78 in unused Solid Waste vehicle purchase funds be reallocated to the sanitary landfill account line.

Issue:

Request the City Commission approve executing the agreement with Waste Management for the continued use of the Vista Landfill and reallocate unused Solid Waste vehicle funds for landfill disposal expenses.

Recommendations:

Recommend the City Commission approve executing the Industrial Waste Services & Disposal Agreement with Waste Management for continued use of the Vista Landfill and the reallocation of \$39,370.78 in unused Solid Waste vehicle purchase funds to the sanitary landfill account line.

Attachments:

Waste Management Industrial Waste Services & Disposal Agreement.

Financial Impact:

The cost of the disposal is adequately funded in the Solid Waste and Stormwater Utility Funds Sanitary Landfill account lines.

Type of Item: (please mark with an "X")

- Public Hearing
- Ordinance First Reading
- Ordinance Second Reading
- Resolution
- Commission Approval
- Discussion & Direction

For Clerk's Dept Use:

- Consent Agenda
- Public Hearing
- Regular Agenda

-
- Original Document/Contract Attached for Execution by City Clerk
 - Original Document/Contract Held by Department for Execution

Reviewed by City Attorney _____ N/A
Reviewed by Finance Dept. _____ N/A
Reviewed by () _____ N/A

ABH

10. Approval of Street Lighting Additions on Ingram Road and Rewis Street. (Public Works Director Krug)

The Public Works Capital Improvements for the current budget year include additional street lighting on Ingram Road north of the Clarcona-Ocoee Road intersection and on Rewis Street between West and Spring Avenues. Duke Energy has provided cost proposals, which are within budget. Public Works recommends executing the Lighting Service Contracts for these two locations.

Approved on Consent. Motion carried 5-0.

11. Approval of Wood Railing on Adair Street with All-Rite Fence Services. (Public Works Director Krug)

Public Works received complaints of inadequate pedestrian access to Adair Street from the Foxfire neighborhood streets of Noelwood, Kindling and Picwood Courts. A four (4) foot tall chain-link fence had been installed years ago connecting existing private fences to create a barrier for vehicles, but also restricting pedestrian access. In order to provide an aesthetically-pleasing barrier to vehicles yet allow pedestrian access, Public Works determined a two-foot tall wood-rail barrier would provide the best solution to the residents' concerns. Public Works contacted several local fencing companies for pricing on this work with only All-Rite Fence Services, Inc., providing the requested estimate. Public Works verified the cost effectiveness of the proposal by investigating the cost of materials and time required to self-perform the work to determine contracting this specialty work was a more prudent method to accomplish the task. Public Works recommends issuing a purchase order to All-Rite Fence Services, Inc. for the installation of wood fence railing along Adair Street per their estimate. The cost of the improvements is adequately funded in the Streets Division Contractual Services account line.

Approved on Consent. Motion carried 5-0.

12. Approval of Bluford Phase I Stormwater Improvement Project Median Landscaping with ValleyCrest. (Public Works Director Krug)

As part of the first phase of the Bluford Avenue Stormwater Improvements, the landscaping of the new median north of Orlando Avenue was delayed in order to assure the plantings align with the character of the current master planning activities. Public Works solicited pricing from the City's landscape contractor, ValleyCrest, as they will be responsible for maintaining the median following installation of the Sylvester Palms and Asiatic Jasmine ground cover. The price quote is in line with surrounding tree farm pricing for signature trees and groundcover plants. The cost of the improvements is adequately funded in the project budget. Public Works recommends issuing a purchase order to ValleyCrest to install the median landscape improvements for the Bluford Avenue Stormwater project.

Approved on Consent. Motion carried 5-0.

13. Approval of Industrial Waste Services and Disposal Agreement with Waste Management for Vista Landfill. (Public Works Director Krug)

The City has historically utilized Waste Management's Vista Landfill in Apopka for the disposal of yard waste, construction debris and street sweeper debris - categorized as Class III materials by the State of Florida. Vista Landfill is the closest Class III landfill to the City as the County only accepts Class I garbage at the Porter Transfer Station. The City has been operating from a 2006 service agreement for the Vista Landfill that did not have an end date, leading Public Works to request an updated agreement from Waste Management with a defined term of service. The Solid Waste and Stormwater Utilities utilize the Vista Landfill as budgeted for approximately \$240,000 and \$45,000 respectively. Public Works recommends executing the updated agreement with Waste Management for the continued use of the Vista Landfill. Public Works is also requesting \$39,370.78 in unused Solid Waste vehicle purchase funds be reallocated to the sanitary landfill account line.



Approved on Consent. Motion carried 5-0.



Keene Road Disposal
255 W. Keene Rd.
Apopka, FL 32703
Phone (407) 886-2920

SERVICE AGREEMENT
NON-HAZARDOUS WASTE DISPOSAL

Sales ID Code: _____

The above named disposal facility and corporate are referred to herein as "Facility" and "Contractor", respectively.

Customer's Billing Name: City of Ocoee

Customer's Billing Address: 150 N. Lakeshore Drive

City, State, Zip Code Ocoee, FL 34761

Phone Number: 407-905-3170 Fax Number: 407-905-3176

Billing Contact: Joy Doyno P.O. Number: 1417037

Credit may be extended to Customer after appropriate credit information on a form acceptable to Contractor has been presented to and reviewed by Contractor. Contractor may require a collateral deposit in the form of cash, letter of credit or surety bond to be determined upon completion of credit review by the Contractor.

This is a legally binding contract and Contractor agrees to provide and Customer agrees to accept the waste disposal services subject to the terms and conditions specified in this contract.

Estimated Monthly Amount of Waste For Disposal: 136 T. (Include units e.g. cubic yards / tons) Tons

Pricing / Special Instructions:

Type of Waste: Yard waste
Profile #:

(Customer Name) <u>City of Ocoee</u>	Keene Road Disposal, a division of Waste Management Inc. of Florida
By: <u>S. Scott Vandergrift</u>	By: <u>Irvin L. Slike</u>
Name: <u>S. Scott Vandergrift</u>	Name: <u>Irvin L. Slike</u>
Title: <u>Mayor</u>	Title: <u>District Manager</u>
Date: <u>7-18-06</u>	Date: <u>8/29/06</u>

TERMS AND CONDITIONS OF DISPOSAL SERVICE AGREEMENT

The Agreement. The entire agreement of the parties for the disposal of waste (the "Agreement") shall consist of this Service Agreement and any applicable Generator's Waste Profile Sheet(s).

Wastes Accepted at Facility. Customer warrants that the waste delivered to Contractor hereunder will not contain a regulated quantity of any hazardous, radioactive, or toxic waste or substance as defined by applicable federal, state, local or provincial laws or regulations.

Special Waste. Customer acknowledges reading the attached Contractor's Definition of Special Waste (dated 8/2001), and warrants that the waste delivered to Contractor hereunder will not contain any Special Waste unless and except: (1) as specifically described on Generator's Waste Profile Sheet(s) attached hereto or which Contractor later agrees to accept in writing; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such waste to Contractor. Customer has provided a Generator's Waste profile Sheet for such waste and Contractor has approved disposal of such waste in writing. Customer agrees to comply with such precautions, limitations and conditions contained in Contractor's written notice of approval of Special Waste.

Rights of Refusal/Rejection. Contractor has the right to refuse or reject after acceptance any load of wastes delivered to the Facility if the Contractor believes the Customer has breached (or is breaching) its warranties or agreements hereunder. If Customer delivers wastes in breach of any warranty or agreements, herein, Contractor may in its sole discretion, either remove and dispose of that waste and charge Customer for the costs or require Customer to promptly remove the waste.

Limited License to Enter. During the term of this Agreement, Customer shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading waste at the location and in the manner directed by Contractor. Except in an emergency, or at the express direction of Contractor, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the waste, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of waste at the Facility. Contractor may refuse to accept waste from, and shall deny an entrance to, any of Customer's personnel whom Contractor believes is under the influence of alcohol or other chemical substances.

Charges and Payment. Unless otherwise agreed to in writing by the parties hereto, Customer agrees to pay Contractor's posted disposal rates, which may change from time to time. Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste by federal, state, local or provincial laws and regulations. Applicable fuel surcharges may apply. Payment shall be made by Customer within ten (10) days after the date of the invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate the Agreement. Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

Term. This Agreement shall continue in effect until terminated by either party, with or without cause, upon forty-eight (48) hours' notice. Customer's representations and warranties regarding the waste delivered and the mutual indemnities set forth herein shall survive termination of this Agreement.

Driver's Knowledge and Authority. Customer warrants that its drivers who deliver waste to the Facility have been advised by Customer of Contractor's prohibition of deliveries of hazardous, radioactive, or toxic waste to the facility, of Contractor's restrictions on deliveries of Special Waste to the facility, of the definitions of "hazardous waste" herein provided, and of the terms of this license to enter the facility.

Indemnification. (a) Contractor agrees to indemnify, save harmless and defend the Customer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereunder incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, orders caused solely by the negligent act, negligent omission or willful misconduct of Contractor's employees, or its subcontractors in the performance of the Agreement.

(b) Customer agrees to indemnify, save harmless and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused, in whole or in part by the Customer's breach of any warranty, terms or provision of the Agreement, or any negligent act, negligent omission or willful misconduct of the Customer, its employees, or subcontractors in the performance of the Agreement.

Attorney's Fees. In the event of a breach of the Agreement, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce the Agreement.

Assignment. Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Contractor may, without any such prior written consent assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

Miscellaneous. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Agreement shall be governed by and construed in accordance with the laws of the State in which the facility is located.

In the event of any change in law, rule or regulation, or any administrative, government or judicial action, order or injunction, including but not limited to the failure of any governmental body to issue or grant, or the suspension, revocation or modification of any license, permit or authorization, Waste Management's performance hereunder may be suspended and its obligations excused or terminated under this Agreement.

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

"Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:

1. A Waste from industrial process.
2. A waste from a pollution control process.
3. A waste containing free liquids.
4. Residue and debris from the cleanup of a spill of chemical substance or commercial product or a waste listed in this definition.
5. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or waste listed in 4 or 7 of this definition.
6. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA)
7. Chemical containing equipment removed from service in which the chemical composition and concentration are unknown.
8. Friable and non-friable asbestos waste.
9. Commercial products or chemicals which are off-specification, outdated, or unopened. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), or other applicable regulations.
 - a. RCRA considers a container to be empty when: all waste have been removed that can be removed using the practices commonly employed to remove materials from the type of the container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) or residue remains in the container or inner liner (for container \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $>$ 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTE must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.
 - b. Containers which once held pesticides regulated under FIFRA must be emptied according to label instructions.
10. Treated medical waste is any waste from a bio-medical source including, but not limited to, a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
11. Residue/sludges from waste water treatment plant, septic tanks, food service grease traps, or washwater and wastewater from commercial laundries, Laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.
12. Chemicals containing equipment removed from service in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab medical equipment).
13. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with petroleum or chemicals from the industrial process. Chemicals or residue removed or drained from such equipment or facilities are also special waste.
14. Combuster ash.

Dear Customer:

This is to advise you that Keene Road Disposal may not, after August 18, 1980, lawfully receive hazardous waste as defined by the United States Environmental Protection Agency at 40 C.F.R., Part 261. By federal law, no person may transport such hazardous waste to our facility for storage, treatment or disposal. P.L. 94580, as amended, Sec. 3010(a).

We bring this to your attention so we may fully discharge our legal obligations to avoid receipt of hazardous waste, we request that an authorized representative of your company sign and date the Acknowledgment appearing at the bottom of this letter. Please return the duplicate copy of this letter, with the executed Acknowledgment, not later than ten (10) days following receipt of this letter.

In the event you determine you have any hazardous waste for which you need lawful storage, treatment or disposal, please call us for information concerning the authorized hazardous waste management service that our affiliated companies can offer. As always, we appreciate your patronage and we shall continue to provide you with the highest level of non-hazardous waste management services.

Sincerely,

Robert Oliver
District Manager

ACKNOWLEDGEMENT

This will acknowledge our receipt of the above correspondence and will signify our understanding that (effective August 19, 1980) the above solid waste management facility is prohibited by federal statute from receiving "hazardous waste" as such has been identified or listed by the U.S. Environmental Protection Agency at 40 C.F.R., Part 261.

Date: 8/29/06

Joy L. Doyno
Print or type name

Joy L. Doyno
Signature

Administrative Assistant
Title

City of Ocoee
Company

LANDFILL SAFETY RULES

No one is allowed in the immediate work area/ face of the landfill where heavy equipment is constantly moving back/forth.

1. Observe all posted speed limit signs, and obey other signs.
2. Stay in your lane.
3. Slow down for speed bumps.
4. Maintain a safe distance from other trucks and equipment when dumping.
5. Be aware of your surroundings before you dump.
6. Driver is responsible for safe operation of his equipment at all times.
7. Do not pull into the path of other trucks and equipment.
8. Remove tarps and open tailgates in the active landfill area or a designated area.
9. Obey the spotters.
10. Close your tailgate in the designated area.
11. No smoking.
12. Be courteous.
13. All trucks should be clearly labeled with the company name. If not, trucks will not be allowed to dump on that account without written authorization on their company letterhead.
14. All children under 18 years of age must remain in vehicle. All helpers must remain in vehicles. Drivers should not go further than (6') from their vehicle.

RECOMMENDATIONS

1. Wear steel shank work boots.
2. Wear safety glasses.
3. Wear work gloves.
4. Wear hardhat.