COMMERCIAL SOLID WASTE FRANCHISE DISPOSAL AGREEMENT BETWEEN ALACHUA COUNTY AND GFL SOLID WASTE SOUTHEAST LLC

This Commercial Solid Waste Franchise Disposal Agreement ("Agreement") is made and entered into this ____ day of _____, 20___, by and between GFL SOLID WASTE SOUTHEAST LLC doing business at 5002 SW 41st Blvd, Gainesville, FL 32608, hereinafter referred to as the "Franchisee" and ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County". Collectively hereinafter, the County and Franchisee are referred to as the "Parties."

WHEREAS, the County owns and operates a transfer station ("Transfer Station"), which the County uses to transfer and transport municipal solid waste from Alachua County to a landfill that is owned and operated by the New River Solid Waste Association ("Landfill"); and

WHEREAS, the County wishes to assure all solid waste collected within Alachua County by each and every commercial solid waste collection and disposal providers, including the Franchisee, are delivered to the Transfer Station or another solid waste management facility as may be designated by the County Manager; and

WHEREAS, Franchisee has submitted a commercial services franchise application to the County in conjunction with the submission of this Agreement for review and consideration by the County; and

WHEREAS, the County agrees that during the term of this Agreement, the Board shall not increase Franchisee's tipping fee for Acceptable Waste at the Transfer Station; and

WHEREAS, Franchisee agrees to deliver all the commercial solid waste Franchisee collects within Alachua County to the County's Transfer Station or another solid waste management facility as may be designated by the County Manager, subject to the terms and conditions of this Agreement, the Commercial Services Franchise Application, applicable provisions of chapter 75, Alachua County Code, and other applicable provisions of law; and

WHEREAS, by written notice dated September 28, 2020, the County provided Franchisee with 3 years notice of its decision to displace all solid waste collection haulers pursuant to section 403.70605(3)(c), Florida Statutes. Therefore, effective October 1, 2023, Franchisee will no longer be permitted to provide garbage, trash or refuge collection services within Alachua County, and any solid waste collection franchise agreement that you may have with the County will terminate.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

Recitals.

1. The above recitals are true and correct, comprise a material part of this Agreement and are incorporated herein.

Definitions

2. Whenever the following words and expressions are used in this Agreement, they shall be interpreted and construed as provided in chapter 75, Alachua County Code and as follows:

(a) "Acceptable Waste" means solid waste that may be disposed of lawfully in a Class I landfill, provided that the solid waste was not collected pursuant to Franchisee's contracts, if any, for the collection of residential waste, recyclable materials and yard trash.

(b) "Applicable Law" means any County ordinance or code provision, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued or enforced by a governmental body during the term of this Agreement, and relate in any manner to the performance of the County or Franchisee under this Agreement.

Solid Waste Deliveries and Fees

3. During the term of this Agreement, Franchisee shall deliver all the Acceptable Waste collected by Franchisee in Alachua County to the County's Transfer Station or another solid waste management facility as may be designated by the County Manager.

4. Franchisee shall pay a disposal fee to the County for each ton of Acceptable Waste that Franchisee delivers to the Transfer Station. The disposal fee shall be the per-ton rate established in the County's Fee Schedule on the date this Agreement is entered into for all commercial solid waste disposed at the Transfer Station. Special handling fees may be applied when necessary.

5. During the term of this Agreement, the County agrees to not increase the Franchisee's disposal fee.

Term and Termination

6. This Agreement shall remain in effect and shall bind Franchisee and the County from October 1, 2022 until September 30, 2023, unless this Agreement is revoked earlier or extended.

7. The County may revoke this Agreement at any time with just cause pursuant to section 75.605, Alachua County Code.

Agreement Governed by Florida Law

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Franchisee shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret or enforce the Agreement shall be brought and maintained in the State of Florida. Sole and exclusive venue for any action arising out of this Agreement shall be in Alachua County, Florida.

IN WITNESS WHEREOF, Franchisee and the County have duly authorized the execution of this Agreement by their respective officials on this _____ day of _____, 20__.

SIGNATURE PAGES TO FOLLOW

SIGNATURE PAGE FOR ALACHUA COUNTY

COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
ALACHUA COUNTY, FLORIDA

ATTEST:

By:_____
Chair

_____
J. K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

(SEAL)

_____
Alachua County Attorney

(SIGNATURES CONTINUED ON NEXT PAGE)

SIGNATURE PAGE FOR FRANCHISEE

FRANCHISEE:

GFL SOLID WASTE SOUTHEAST LLC

By: Todd Strong

Title: Regional Vice President

Printed Name: Todd Strong

IF INCORPORATED PLEASE PROVIDE CORPORATE RESOLUTION STATING THAT THE INDIVIDUAL EXECUTING THIS APPLICATION IS AUTHORIZED TO EXECUTE IT ON BEHALF OF THE CORPORATION.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing document was acknowledged before me this 6th day of September, 2022, by Todd Strong as RVP, Florida of GFL Solid Waste Southeast, LLC, who is personally known to me or has produced _____ as identification.

Michelle K. Schlueter
Notary Public, State of Florida

MICHELLE K. SCHLUETER
Notary Public - State of Florida
Commission # HH 082106
My Comm. Expires May 13, 2025
Bonded through National Notary Assn.

Michelle K. Schlueter
Printed Name

Commission Number: HH 082106

Commission expires: May 13, 2025