



**FINANCE COMMITTEE MEETING AGENDA**  
**Thursday, December 15, 2022 at 10:00 AM**  
**Council Chambers**

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**1. NEW BUSINESS**

- A. Recycling and Rates Waste Management
- B. Updates / Reports

\*Denotes Non-Budgeted Items subject to Reserve Funds

The Mayor and Council may choose to go into executive session as needed in compliance with Georgia Law. The City of Loganville reserves the right to make changes to the agenda as necessary. Any additions and/or corrections to the agenda will be posted immediately at City Hall.

**2. ADJOURNMENT**

**CONTRACT FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICE AND DISPOSAL SERVICES**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 13<sup>th</sup> day of August, 2015, by and between the City of Loganville, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and Advanced Disposal Atlanta, LLC, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

**WHEREAS**, it is necessary for City to promote, preserve and protect the public health of its citizens; and

**WHEREAS**, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of the City's police power, and

**WHEREAS**, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of the City; and

**WHEREAS**, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and removal of all Commercial and Residential Solid Waste and Recycling generated within the City, and

**WHEREAS**, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

**WHEREAS**, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Premises in the incorporated area of the City shall receive solid waste collection, yard waste, bulk waste, and recycling, and disposal services provided by Contractor, and

**WHEREAS**, City agrees to pay for residential and commercial services.

**THEREFORE**, City and Contractor agree as follows:

**Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement**: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.2 **Bulk Items**: Those items of furniture, such as sofas, chairs, tables, and other large items, which cannot reasonably be placed in a 95 gallon rollout cart.

- 1.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.4 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.5 City: City of Loganville, Georgia.
- 1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor
- 1.7 Commercial Premises: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- 1.8 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.9 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.
- 1.10 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Trash: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

**Section 2.0 – Scope of Work**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Commercial and Residential Solid Waste and Recycling generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

**Section 3.0 – Collection**

3.1 Service Provided:

- A. Contractor shall collect Garbage from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in a 95 Gallon Cart owned by Contractor and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day. Contractor will notify City of site addresses that do not comply with the garbage guidelines set forth above for City Collection.
- B. Contractor shall collect Yard Trash from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall use brown paper bags at curbside with a limit of Ten (10) bags per week. Contractor may charge the customer directly for over ten bags a week at \$1.00 per bag. The occupant of the Residential Premises shall place Yard Trash at

Curbside by 7:00 AM on the designated collection day. Contractor will notify City of site addresses that do not comply with the yard waste guidelines set forth above for City Collection.

- C. Contractor shall collect Recyclable Materials from each Residential Premises one (1) time per week at curbside. The Occupant of the Residential Premises shall place only Recyclable Materials in a Contractor owned 18 Gallon Recycling Bin or a 65 gallon Contractor owned cart and shall place the Recycling Bin at Curbside by 7:00 AM on the designated collection day. Contractor will allow resident a choice of an 18 gallon recycling bin or a 65 gallon rolling cart for recyclables. The recyclable items may be altered due to market conditions.
- D. Occupants of Residential Premises may request more frequent service or special services beyond the City's basic once a week service. The rate for more frequent or special service is to be agreed upon by the City and Contractor. If occupant requests an additional cart, Contractor invoices the City directly at \$8.00 per month per cart.
- E. Contractor shall collect Garbage, Recycling, and Construction and demolition waste for all Commercial Premises with Contractor owned front end load dumpsters or roll off containers/compactors on a frequency to match Commercial Customer's needs.

3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential and Commercial Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the Equipment.

3.2 Elderly and Disabled

Contractor shall provide side door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the

quantity of persons receiving backyard pick-up exceed three percent (3%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side door or back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.3 Location of Containers for Collection

The Roll-Out Container shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers and bags shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The Front-end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. Overloading is the responsibility of the producer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the producer. Offloading will be the responsibility of the producer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will the responsibility of the producer.

**Section 4.0 – Routes and Hours of Collection Operation**

4.1 Hours of Operation

Collection of Residential Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up

to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.3 Holidays

The following shall be holidays for the purpose of this Contract:

Thanksgiving Day & Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week.

4.4 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received.

4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

4.7 Access

The Contractor shall be required to provide collection services to all Residential and Commercial Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises

to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

**Section 5.0 – Compensation**

5.1 Rates of Compensation for Three (3) Year Rate Period

Contractor shall be paid by the City during the effective dates of this Agreement for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

5.2 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit A shall be fixed for the initial first, second, and third year term of this Agreement. However, Contractor may petition City due to unusual circumstances during year one, two, and three for an increase in said rates. After the third year, rates are automatically adjusted to compensate Contractor for:

A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law, and extraordinary fuel spikes. In the event that the above event occurs, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

B. After the third year anniversary date of this Agreement, rates are to be adjusted annually to reflect changes in the Consumer Price Index. Adjustments shall be based upon increases in the United States Department of Labor, Bureau of Statistics, Consumer Price Index (CPI-U, US



City Average All Cities, Water and Sewer and Trash Collection Services). Advanced Disposal will present its rate schedule to City no later than 90 days prior to the anniversary date of the Agreement. Rate changes, if any, will take affect on the anniversary date of the effective date and shall be capped at (5%) five percent.

5.3 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.

5.4 Contractor Residential and Commercial Billings to City

The Contractor shall bill the City for Residential and Commercial Service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Residential Premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto.

**Section 6.0 – Non-Discrimination**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

**Section 7.0 - Indemnity**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney’s fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

**Section 8.0 – Force Majeure**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Contract does not include the collection or

disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

**Section 9.0 – Licenses and Taxes**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

**Section 10.0 - Term**

The term of this Agreement shall begin on October 1, 2015. The Parties agree that this Contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 each calendar year, and further, that this Contract shall automatically renew on January 1 of each subsequent calendar year for five years unless either party gives notice to the other at least ninety days before the contract anniversary date. City and Contractor may renew terms if mutually acceptable to both parties at any time.

**Section 11.0 - Reports**

Contractor shall provide various reports to the City as may be required from time to time.

**Section 12.0 – Insurance**

The Contractor shall at all times during the Agreement maintain in full force and effect Bodily Injury, Employer’s Liability, Workmen’s Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation nor material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

**COVERAGES**

Workers’ Compensation

**LIMITS OF LIABILITY**

Statutory-Minimum

Employer's Liability	\$100,000/accident
Bodily Injury Liability	\$1,000,000
Except Automobile	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 aggregate
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

**Section 13.0 – Bond**

13.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

13.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**Section 14.0 – Compliance with Law**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

**Section 15.0 Assignment**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

**Section 16.0 – Exclusive Contract**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and Commercial collection and disposal service to all Residential and Commercial Premises in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

**Section 17.0 - Ownership**

Title to the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

**Section 18.0 – Termination and Attorney Fees**

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Contract.

18.2 Costs

Section 19.0 – E-Verify Requirements

19.1 Contractor

By execution of this Contract, the Contractor warrants that he has, pursuant to O.C.G.A. § 13-10-91 and Department of Labor Rule 300-10-1.02, executed and provided to the City a contractor’s affidavit swearing that the Contractor has registered to use and will use during the duration of this Contract the federal Employment Eligibility Verification program.

19.2 Subcontractor

In the event the Contractor employs or contracts with any subcontractor(s) in connection with this Contract, the Contractor must secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Department of Labor Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, attached hereto as Exhibit B.

**Section 20.0 – Miscellaneous Provisions**

20.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

20.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

20.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

20.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

20.5 City's Authority

The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

EXECUTED this 13<sup>th</sup> day of AUGUST, 2015.

Signed By:

[Signature] 8/13/2015  
Mayor Date  
City of Loganville

[Signature] 8.19.2015  
Officer = CMO Date  
Advanced Disposal Services ATLANTA, LLC

[Signature]  
City Manager

[Signature]  
Witness

**Exhibit A**

**Residential Service Rates**

Rate per month \$13.60 for once a week garbage, yard waste, bulk waste, and recycling service

Rate per month \$9.60 for once a week garbage, yard waste, bulk waste, and recycling service for up to 730 senior citizens

Contractor is to provide a four percent franchise fee payable to the City from net revenues each month for Residential Service

Additional 95 gallon cart for garbage or recycling at a charge directly to the resident at \$8 per month

**Rates for Commercial Service**

**Front Load Solid Waste**

Size	1 X week	2 X week	3 X week	4 X week	5 x week
2	\$33.25	\$66.51	\$99.76	\$133.00	\$166.25
4	\$66.51	\$133.02	\$199.52	\$266.04	\$332.55
6	\$99.76	\$199.52	\$299.28	\$399.04	\$498.80
8	\$133.02	\$266.04	\$399.06	\$532.08	\$665.10

Outside of normal schedule - extra pick up cost is \$25

**Front End Load Recycling**

Size	1 X week	2 X week	3 X week	4 X week	5 x week
8	\$55.00	\$100.00	\$150.00	\$200.00	\$250.00

Outside of normal schedule - extra pick up cost is \$25

**Temp Roll Off**

Size	Haul Charge	Tonnage Charge	Temp Rental Charge
15 yard	\$135.00	\$42.00	\$2.00 day
20 yard	\$135.00	\$42.00	\$2.00 day
30 yard	\$135.00	\$42.00	\$2.00 day

Permanent open top monthly rental rate is \$50 per month

**Compactor**

Size	Haul Charge	Tonnage Charge	Rental Charge
20 yard	\$135.00	\$42.00	\$375 Standard, Depends on Installation, volume, and material
30 yard	\$135,00	\$42.00	
40 yard	\$135,00	\$42.00	

**VIP**

Size	1X week	2X week	3X week	4X week	5 xweek
4 yard	\$134	\$266	\$399	\$533	\$667
6 yard	\$199	\$399	\$599	\$799	\$999

Contractor will provide the City with a four percent franchise fee of net revenue billed for commercial solid waste service payable to the City at the end of each month.

**Other Offerings Value Added Services**

- Title Sponsorship for Concert Series \$10,000
- Eco Man for all events
- Bag Ladies for all events
- Cell Phones for Soldiers ann ua lly
- Gear up for a transfer station in year 2 with host fees to the City
- In-Kind services up to \$3500 annually
- Lath am Home Sanitation locates business inside Loganville City limits
- Recycling collection to the commercial customers with a cart for \$7 per month
- Loganville logoed carts and recycling bins
- Daily visits to City Staff afte r residential route completion



**EXHIBIT B**

STATE OF GEORGIA  
CITY OF LOGANVILLE

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a subsubcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows: \_\_\_\_\_

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**First Addendum to the Contract for Residential and Commercial Solid Waste Collection Service & Disposal Service between City of Loganville and Advanced Disposal Atlanta, LLC**

WHEREAS, the City of Loganville and Advanced Disposal Atlanta, LLC entered into an Contract for Residential and Commercial Solid Waste Collection and Disposal Services effective October 1, 2015, and

WHEREAS, the City of Loganville and Advanced Disposal Atlanta, LLC now agree, under Section 10, Term, to renew the Terms and Conditions of the Agreement for a First Amendment to expire September 30, 2025.

NOW THEREFORE, in consideration of the mutual covenants and the Agreement herein set forth, the City of Loganville and Advanced Disposal Atlanta, LLC hereby agree to the terms of this Addendum as follows:

1. Accuracy of Recitals The recitals set forth above are true and correct.
2. Term of Contract Replace Section 10 with the following: The term of this Agreement shall begin on October 1, 2020. The Parties agree that this Contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the City on December 31 each calendar year, and further, that this Contract shall automatically renew on January 1 of each subsequent calendar year for five years unless either party gives notice to the other at least ninety days before the contract anniversary date. City and Contractor may renew terms if mutually acceptable to both parties at any time.

3. Compensation Acknowledgement to Re-set Sections 5.1 and 5.2 with the following: Contractor may petition City due to unusual circumstances to compensate Contractor for:

5.1 Rates of Compensation for Three (3) Year Rate Period

Contractor shall be paid by the City during the effective dates of this Agreement for solid waste collection and disposal services provided hereunder by the appropriate rates of compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

5.2 Rate Adjustments Due to Significant Changes

The rates set forth in Exhibit A shall be fixed for the initial first, second, and third year term of this Agreement. However, Contractor may petition City due to unusual circumstances during year one, two, and three for an increase in said rates. After the third year, rates are automatically adjusted to compensate Contractor for:

A. Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law, extraordinary fuel spikes, and processing fees for recyclables.

In the event that the above event occurs, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

B. After the third year anniversary date of this Agreement, starting January 1, 2023, rates are to be adjusted annually to reflect changes in the Consumer Price Index. Adjustments shall be based upon increases in the United States Department of Labor, Bureau of Statistics, Consumer Price Index (CPI-U, US City Average All Cities, Water and Sewer and Trash Collection Services). Advanced Disposal will present its rate schedule to City no later than 90 days prior to the anniversary date of the Agreement. Rate changes, if any, will take effect on the anniversary date of the effective date and shall be capped at (5%) five percent.

- 4. Under Section 4.3, add that Contractor shall collect additional bags of residential garbage within reason due to the Thanksgiving and Christmas Holiday week.
- 5. Except as amended hereby, the Exclusive Agreement, remains in full force and effect.

Signed, sealed and delivered. In the presence of:  
City of Loganville

By: [Signature] Mayor Date 2/13/2020

Attest: Janelle Campuzano

Advanced Disposal  
By: [Signature] RVP Date 2/17/2020

Attest: [Signature]

**Exhibit A Rates Effective January 1, 2020**

**Residential Service Rates**

Rate per month \$14.95 for once a week garbage, yard waste, bulk waste, and recycling service

Rate per month \$10.83 for once a week garbage, yard waste, bulk waste, and recycling service for senior citizens

Contractor is to provide a four percent franchise fee payable to the City from net revenues each month for Residential Service

Additional 95 gallon cart for garbage or recycling at a charge directly to the resident at \$8.40 per month

**Rates for Commercial Service**

**Front Load Solid Waste**

Size	1 X week	2 X week	3 X week	4 X week	5 x week
2	\$36.11	\$72.21	\$108.31	\$144.39	\$180.50
4	\$72.21	\$144.43	\$216.63	\$288.84	\$361.05
6	\$108.32	\$216.63	\$324.94	\$433.25	\$541.55
8	\$144.43	\$288.84	\$433.27	\$577.68	\$725.20

Outside of normal schedule - extra pick up cost is \$26.82

**Front End Load Recycling**

Size	1 X week	2 X week	3 X week	4 X week	5 x week
8	\$58.95	\$107.24	\$160.85	\$214.46	\$268.06

Outside of normal schedule - extra pick up cost is \$26.82

**Open Top Roll  
Off Service**

Size	Haul Charge	Tonnage Charge	Temp Rental Charge
10/15 yard	\$144.76	\$49.37	\$2.15 day
20 yard	\$144.76	\$49.37	\$2.15 day
30 yard	\$144.76	\$49.37	\$2.15 day

Permanent open top monthly rental rate is \$51.93 month

Compactor  
Service

Size	Haul Charge	Tonnage Charge	Rental Charge
20 yard	\$144.76	\$49.37	\$405 /mo. Used, Standard, Depends on Installation, and type
30/34 yard	\$144.76	\$49.37	
40 yard	\$144.76	\$49.37	

VIP

Size	1 X week	2 X week	3 X week	4 X week	5 x week
4 yard	\$141.11	\$280.15	\$420.22	\$561.32	\$702.43
6 yard	\$209.59	\$420.22	\$630.84	\$841.47	\$1052.10
8 yard	\$282.21	\$560.29	\$840.44	\$1,122.65	\$1404.86

Contractor will provide the City with a four percent franchise fee of net revenue billed for commercial solid waste service payable to the City at the end of each month.

Compactor receiver box rental box is \$77.50 per month