MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Mid-Keys Waste

Contract #

Effective Date: 10/01/04

Expiration Date: 09/30/09

Contract Purpose/Description:
Solid Waste and Recycling Collection Franchise Agreement

Contract Manager: Carol A. Cobb (Name) 4432 (Ext.) Solid Waste Management/Stop #1 (Department/Stop #)

for BOCC meeting on 05/19/04 Agenda Deadline: 05/04/04

## CONTRACT COSTS

Total Dollar Value of Contract: $ 1,250,000 Current Year Portion: $ n/a

Budgeted? Yes ☒ No ☐ Account Codes: 414-44000-530340-____-

Grant: $ n/a

County Match: $ n/a

## ADDITIONAL COSTS

Estimated Ongoing Costs: $n/a/yr
(Not included in dollar value above)

For: n/a
(eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|---|---|---|---|---|
| Division Director | 5/7/04 | Yes ☐ No ☑ | [signature] | 5/7/04 |
| Risk Management | 5/6/04 | Yes ☐ No ☑ | [signature] | 5/6/04 |
| O.M.B./Purchasing | 5/5/04 | Yes ☑ No ☐ | Sheila A Barker | 5/6/04 |
| County Attorney | 5/4/04 | Yes ☐ No ☑ | John Collins | 05/04/04 |

Comments: Needs Ethics Clause & Public Entity Crime Statement. - SEE attached

OMB Form Revised 2/27/01 MCP #2

# Solid Waste and Recycling

# Collection

# Franchise Agreement

# Between

# The Board of County Commissioners of Monroe County

# and

# Mid-Keys Waste, Inc.

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**SOLID WASTE AND RECYCLING COLLECTION**

**FRANCHISE AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2004, between the Board of County Commissioners of Monroe County, a political subdivision of the State of Florida, hereinafter referred to as "Franchisor" and Mid-Keys Waste, Inc. hereinafter referred to as "Franchisee".

In consideration of the mutual benefits, the parties herein agree as follows:

1. **TERM**:

The term of this Agreement shall be for the period beginning 12:01 AM October 1, 2004 and terminating 11:59 PM September 30, 2009 provided that the Franchisor shall have the option to extend the contract, upon mutually agreeable terms and conditions, for an additional five (5) year period upon one hundred twenty (120) days written notice to the Franchisee prior to the expiration of the current term of this Agreement.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board.

2. **DEFINITIONS**:

A. **Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.

B. **Board** shall mean the Board of County Commissioners of Monroe County.

C. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized or bundled; including, but not limited to inoperative and discarded refrigerators, ranges, toilets, clothes dryers, bath tubs, water heaters, sinks, bicycles and other similar domestic appliances, household goods, furniture and carpeting. Carpeting will be picked up by the

Franchisee if cut to lengths of six (6) feet or less and bundled. Items must be generated from the property of a Dwelling Unit. Home Improvements; which includes, but is not limited to; cabinets, dry wall, lumber, paneling and other such construction related materials are not considered bulk trash.

D. **Collection** shall mean the process whereby Residential Solid Waste, Commercial Solid Waste, and Recyclable Material is removed and transported to a designated facility.

E. **Collection Agreement** or Agreement shall include this document. All amendments and exhibits thereto shall be made in writing and shall be the written document between the Franchisor and the Franchisee governing the provision of services as contained herein.

F. **Commercial Solid Waste** shall mean Garbage, Vegetative Waste, and Rubbish that is not Residential Solid Waste.

G. **Commercial Recycling Collection Service** shall mean the collection of recyclable materials by the Franchisee from business entities and any or all collection services not covered in JJ. within the service area.

H. **Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the service area. Such service includes both Containers and Compactors, but does not include Specialty Hauler Roll-off Collection Service.

I. **Compactor** shall mean any container which has compactor mechanism(s), whether stationary or mobile, all inclusive.

J. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a very small amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.

K. **Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type garbage truck.

L. **Containerized Residential Recycling Collection Service** shall mean the

collection of recyclable materials by the Franchisee from Dwelling Units in the service area that requires the use of containers for the collection of recyclable materials and the delivery of those recyclable materials to the Materials Recycling Facility.

M. **Containerized Residential Solid Waste Collection Service** shall mean solid waste collection service of all Dwelling Units whose Garbage, Rubbish, Bulk Trash or Vegetative Waste is collected by means of a central or shared Container and not by means of a Garbage Receptacle. Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk Trash.

N. **Contract Administrator** shall mean the person designated by the Franchisor who shall act as the representative of the Franchisor during the term of this Agreement.

O. **County** shall mean Monroe County, Florida.

P. **Curbside Residential Recycling Collection Service** shall mean the collection of recyclable materials by the Franchisee from all Dwelling Units in the service area that also receive curbside Residential Solid Waste Collection Service for solid waste and other Dwelling Units as are designated by the County, and the delivery of those recyclable materials to the Monroe County Materials Recycling Facility or designated transfer station.

Q. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste Collection Service for all Dwelling Units whose garbage is collected by means of a garbage receptacle at curbside or roadway.

R. **Designated Facility** shall mean a processing, recycling, or transfer facility designated by Monroe County.

S. **Dwelling Unit** shall mean any type of structure or building unit with kitchen facilities intended for or capable of being utilized for residential living other than a hotel or motel unit.

T. **Fiscal Year** shall mean the period October 1 of a given year and September 30 of the following year during this Agreement.

U. **Franchisee** shall mean that person or entity that has obtained from the Franchisor a franchise, contract or permit to provide Residential Solid Waste

Collection Service, Commercial Solid Waste Collection Service, and Recycling Collection Service.

V. **Franchisor** shall mean the Board of County Commissioners of Monroe County.

W. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities.

X. **Garbage Receptacle** shall mean any commonly available light gauge steel, plastic or galvanized receptacle of non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid, handle(s) and without any jagged or sharp edges. A garbage receptacle is also defined as a heavy duty, securely tied, plastic bag designed for use as a garbage receptacle. Any receptacle made from plastic drums with rope handles, or slots cut in the sides for handles, is not an acceptable garbage receptacle. Any receptacle including waste materials shall not exceed thirty-two (32) gallons in capacity or fifty (50) pounds in weight, unless a Franchisee implements (with written authorization from the Contract Administrator or his Designee) an automated or semi-automated collection system requiring the use of some other standard receptacle compatible with the Franchisee's equipment.

Y. **Hazardous Waste** means solid waste as defined by the State of Florida Department of Environmental Protection as a hazardous waste in the State of Florida Administrative Code Chapter 17-30, or by any future legislative actions, or by federal, state, or local law.

Z. **Hotel or Motel** shall mean a structure or building unit(s) with kitchen facilities capable of being utilized for residential living where such unit or a group of such units is utilized at least fifty (50%) percent of the time for "Transient Occupancy" as such term is defined in Chapter 509, Florida Statutes, or its successor law.

AA. **Industrial Waste** shall mean any solid waste accumulations of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, tires, bottles, cans, lumber, sawdust, waste from animal packing or slaughterhouse, or other materials usually created by an

industrial enterprise.

BB. **Materials Recycling Facility (MRF)** shall mean any facilities operated or managed by, for or on behalf of the Franchisor for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale.

CC. **Multi-Family Dwelling Unit** shall mean and include any building or structure containing two (2) or more Dwelling Units under one roof.

DD. **Office Paper** shall be defined as a mixture of paper products including letter paper, notebook paper, computer and green bar paper, and other clean paper products.

EE. **Permitted Disposal Facility** shall mean the place or places specifically designated by the Franchisor for the disposal of solid waste, and which are properly permitted by the appropriate state and local agencies.

FF. **Public Awareness Program** shall mean that program developed by the Franchisor to inform and encourage residential and commercial solid waste collection customers to use all solid waste collection services offered by the Franchisor through the Contract. It shall also mean information concerning levels of service and changes in scope of service.

GG. **Recyclable Materials** shall mean newspapers (including inserts); aluminum; #1 and #2 plastic containers; clear, green and brown glass bottles and jars; corrugated cardboard; kraft paper bags; office paper; tin and ferrous cans; automobile tires, and other materials added upon agreement between the County and the Franchisee.

HH. **Recycling Container** shall mean a rigid container made of plastic or other suitable substance that is used for the storage of commingled recyclable materials.

II. **Residential Solid Waste** shall mean Garbage, Rubbish, Bulk Trash and Vegetative Waste resulting from the normal housekeeping activities of a Dwelling Unit. Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk Trash.

JJ. **Residential Recycling Collection Service** shall mean Curbside Recycling Collection Services and Containerized Residential Recycling Collection Service.

KK. **Residential Solid Waste Collection Service** shall mean service to all Dwelling Units, including but not limited to, single-family dwelling units, each living unit in a multi-family dwelling unit, condominium or cooperative association, each mobile home whether located in a mobile home park or on an individual parcel of property whether or not the lot is owned by the mobile home owner and whether or not the unit has an RV tag, and each timesharing unit.

LL. **Roll-off Collection Service** shall mean Specialty Hauler Service as described in the Monroe County Code Section 8-82, and is the collection of C&D only roll off containers within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites. Roll-off Collection Service shall also mean the collection of horticultural, agricultural, or vegetative waste from permitted land clearing sites. Roll-off Collection Service does not include Special Wastes, Garbage, or Recyclable Materials; and is not covered under this contract.

MM. **Rubbish** shall mean all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweepings, and all other accumulations of a similar nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste. Also rubbish shall include any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

NN. **Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit I, for which the Franchisee has an executed Collection Agreement.

OO. **Sludge** shall mean a solid or semi-solid or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.

PP. **Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit VI.

QQ. **Special Waste** shall mean those wastes that require extraordinary management. They include, but are not limited to, automobile or automobile parts, abandoned automobiles, boat or boat parts, waste oil, sludge, dead animals, agricultural and industrial waste, septic tank pumpings and Biohazardous and Hazardous wastes.

RR. **Vegetative Waste - Regular** shall mean any vegetative matter generated from the yard and landscaping maintenance of the property of a Dwelling Unit and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, small tree branches and other matter usually produced as refuse in the care of lawns, landscaping and yards which shall not exceed four (4) feet in length and/or 4" in diameter. Such waste shall be tied in bundles or placed in containers which are susceptible to normal loading and collection as other Residential Solid Waste. If containers are used, they shall meet or exceed the Franchisor specification for such containers. No bundle or filled container shall exceed fifty (50) pounds in weight. Regular Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk Trash.

SS. **Vegetative Waste - Oversize** shall mean large cuttings of vegetative matter which are part of the normal yard maintenance of a Dwelling Unit, and which cannot be cut for placement in a container or bundled due to the material exceeding the weight and size restrictions for regular vegetative waste. Oversize vegetative waste shall be placed neatly at the curb and shall be of a type as to be readily handled by the mechanical collection equipment of the Franchisee and shall not exceed six (6) feet in length. Oversize Vegetative Waste shall not be commingled with Garbage, Rubbish, or Bulk Trash. Oversize vegetative waste does not include any form of matter or debris resulting from commercial tree removal; land clearing, or land development. In the case of a dispute between the Franchisee and a customer as to what constitutes oversize vegetative waste, the situation will be reviewed and decided by the Contract Administrator whose decision will be final.

3. **SERVICES PROVIDED BY FRANCHISEE:**

A. **Exclusive Franchise Granted.**

The Franchisee is herein granted an exclusive franchise to provide Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, and Residential Recycling Collection Service in the Service Area as described in Exhibit I. Adjustments to the Service Area boundaries due to municipal annexation or contraction will be provided by law. No other entity except the Franchisee may offer or provide Residential Solid Waste Collection Service, Commercial Solid Waste Collection Service, or Residential Recycling Collection Service in the Service Area. The Franchisor agrees to assist the Franchisee in taking timely action against any entity violating the provisions of this Section.

The Franchisee shall be the agent to the Franchisor to provide Commercial Recycling Collection Services in the Service Area, where that service is requested by a commercial entity. The Franchisee shall be responsible for billing and collection of Commercial Recycling Collection services that are not being billed and collected by the Franchisor.

B. **Responsibility For Service Billing and Collection.**

The Franchisor shall be responsible for the billing and payments for Residential Solid Waste Collection Service. The Franchisee shall provide billing and collection services for Commercial Solid Waste Collection Services. Billing for Commercial Solid Waste Services shall be reported in the format designated by the Contract Administrator.

C. **Emergency Service Provisions.**

In the event of a hurricane, tornado, major storm or other natural disaster, the Contract Administrator may grant the Franchisee a variance from regular routes and schedules. As soon as practical after such natural disaster, the Franchisee shall advise the Contract Administrator when it is anticipated normal routes and schedules can be resumed. The Contract Administrator in conjunction with the Franchisee shall make an effort through the local news media to inform the public when regular services may be resumed.

The clean up from some natural disasters may require that the Franchisee

hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the natural disaster. By December 1st of the year that this Collection Agreement is in effect, the Franchisee is requested to provide a Disaster Preparedness Plan to the Contract Administrator for review and approval. This plan shall include provisions for additional manpower and equipment as well as a proposed rate for collection associated with the clean up of natural disasters or other such occurrences. The Franchisee shall update the Disaster Preparedness Plan by December 1st of each year of this Agreement for the Contract Administrator's review and approval. The Franchisee shall receive extra compensation above the normal compensation contained in this Collection Agreement, after such has been approved by the Board, based on the rate schedule submitted to the Contract Administrator. Payment for these services shall be made by the Franchisor within ninety (90) days of the receipt of the billing by the Franchisor.

D. **Service to Selected County Agencies**

The Franchisee must collect the solid waste and recyclables normally generated by the County's Fire, EMS, and library facilities located within the franchise area at no charge or cost to the County for collection.

4. **SOLID WASTE COLLECTION SERVICES**:

A. **Curbside Residential Solid Waste, Vegetative Waste, and Bulk Trash Collection Services**

(1) **Conditions and Frequency of Service**.

All Curbside Residential Solid Waste and Regular vegetative waste shall be properly containerized in Garbage Receptacles or otherwise prepared for collection. Vegetative waste shall be separated from Residential Solid Waste. No filled receptacle or bundle shall exceed fifty (50) pounds in weight. (Regular vegetative waste will be as defined in Section 2.RR.) Curbside Residential Solid Waste Collection Service, except for permitted holidays, shall be provided twice per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pick-up days. Regular vegetative waste shall be picked up by the Franchisee not less than once every seven (7) days on a scheduled route basis. Oversize vegetative waste and bulk trash as defined in Section 2.SS. and 2.C.

of this Collection Agreement shall be picked-up by the Franchisee within seven (7) calendar days of notification by the resident of the Dwelling Unit. Oversize vegetative waste and bulk trash must be placed at the usual accessible pick-up location.

(2) **Accessibility**.

All Residential Solid Waste to be collected shall be placed within six (6) feet of the curb, paved surface of the roadway, closest accessible right-of-way, or other such location agreed to by the Franchisee that will provide a safe and efficient accessibility to the Franchisee's collection crew and vehicle. Enclosures for garbage receptacles shall be within six (6) feet of paved surface or right of way. Fixed or permanent enclosures shall have a street side opening for the removal of the garbage receptacle. Enclosures that do not have a street side opening shall be limited to thirty-six (36) inches in height. For purposes of this Agreement, roadway or right-of-way means a road owned and maintained by the County, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to County road standards. Where the resident of a Dwelling Unit is physically disabled and unable to deliver Residential Solid Waste or vegetative waste to curbside and this is certified by the Contract Administrator, or the residential structure is located in such a manner as to provide non-accessibility to the Franchisee's crew or vehicle, an alternative location may be arranged between the customer and the Franchisee at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up. If the resident requests special services, these services shall be billed directly to the customer by the Franchisee in accordance with Exhibit VI. Billing for these services shall be reported in a format prescribed by the Contract Administrator. In the event that a special service request is not listed in Exhibit VI, charges for such services shall then be established through negotiations between the Franchisee and the customer. In the event the customer and the Franchisee cannot reach an agreement on the cost, the Contract Administrator will determine the cost.

B. **Containerized Residential Solid Waste Collection Service**

(1) **Conditions and Frequency of Service:**

The Franchisee shall provide Containerized Residential Solid Waste Collection Service to Multi-Family Dwelling Units of four (4) or more in the Service Area that are suitable to receive such service and request such service. The size and location of the container and the frequency of collection shall be determined by the Franchisee and the residential complex in accordance with this Agreement. The level of service shall be sufficient to meet customer needs in a safe and sanitary manner. In the event of an unresolved dispute involving the level and type of service to be provided, the location and size of Containers or the frequency of service, the Contract Administrator shall make the final determination. The Franchisee shall be paid the appropriate container rental fee in accordance with Exhibit II. A minimum of once a week service is required of all customers, or such other minimum frequency as provided by law. Service shall not exceed a maximum of twice per week. Such service shall be provided by mechanical container as defined herein.

C. **Commercial Solid Waste Collection Service**

(1) **Conditions and Frequency of Service:**

The Franchisee shall collect and dispose of all Commercial Solid Waste in the Service Area, except Special Waste. A minimum of once a week service is required of all customers, or such other minimum frequency as provided by law. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, Garbage Receptacles provided by the customer may be utilized. The size of the Container and the frequency of collection shall be determined between the customer and the Franchisee. However, size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside or above lid level of the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. In the event the Customer and the Franchisee cannot reach an agreement as to the level and type of service to be provided, the Contract Administrator shall make a decision binding on both parties, including the location and size of Containers and the

required number of pick-ups per week.

All Commercial Solid Waste shall be placed in a Container, Compactor or Garbage Receptacle. Vegetative Waste shall not be commingled with Garbage. Where Garbage Receptacles are used, they shall be placed at the roadside or at such other single collection point as may be agreed upon between the Franchisee and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Franchisee and the customer. Any Container or Compactor damaged by the Franchisee shall be repaired or replaced by the Franchisee within seven (7) days.

Compactors may be obtained by customers from any source provided that such Compactors be of a type that can be serviced by the Franchisee's equipment. The customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

(2) **Method of Collecting.**

Collection shall occur on a regular basis with a frequency of pick-up as provided herein and the size of the Container to be agreed upon between the Franchisee and the customer.

(3) **Level, Type and Disclosure of Rates for Commercial Collection and Other Services**

a. **Commercial Collection:** The Franchisee shall only charge rates as set out in Exhibit II or as otherwise allowed by this Agreement. A written agreement between the Franchisee and the customer shall be entered into regarding the level and type of service to be provided and manner of collection of fees. The fees charged to the customer by the Franchisee may vary in accordance with the rate schedule in Exhibit II based on changes in size of Containers and/or changes in frequency of collection. The terms and conditions of such agreement shall be in compliance with all provisions of this Agreement. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator or his designee shall

establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit II. The Franchisee will be responsible for the billing and collection of Commercial Collection Service except as otherwise provided in this Agreement.

b. **Disclosure**: The written Agreement between the Franchisee and the Customer shall be a separate document as specified in Exhibit III.

D. **Hours of Collection:**

Curbside Residential Solid Waste Collection Service shall be provided between the hours of 5:00 a.m. and 6:00 p.m. Monday through Saturday. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located adjacent to residential units shall be considered residential collection and shall only be collected between the hours of 5:00 a.m. and 6:00 p.m. Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

E. **Routes and Schedules:**

For Residential Solid Waste Collection Service, the Franchisee shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. If any changes in the Collection routes occur, then the Contract Administrator shall be immediately notified in writing not less than four weeks prior to change. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the Franchisee shall immediately notify the customer(s) affected in writing or other manner approved by the Contract Administrator prior to the change, at no cost to the Franchisor.

5. **RECYCLING COLLECTION SERVICE:**

The Franchisee shall provide Residential Recycling Service and, where requested by the customer, Commercial Recycling Collection Service in the Service Area. The

Franchisor shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Franchisee shall be responsible for billing and collection of Commercial Recycling Collection Service costs.

A. **Curbside Residential Recycling Collection Services** will be governed by the following terms and conditions:

(1) **Conditions and Frequency of Service:**

The Franchisee shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week, unless otherwise specified by the Franchisor on a scheduled route basis which shall coincide with one of the three regularly scheduled solid waste collection pick-up days.

(2) **Accessibility for Curbside Recycling Collection:**

All Recyclable Materials to be collected shall be in a Recycling Container and shall be placed within six (6) feet of the curb; paved surface of the road, closest accessible right of way, or other such location agreed to by the Franchisee that will provide a safe and efficient accessibility to the Franchisee's collection crew and vehicle. The Franchisee must collect as many Recycling Containers and any additional paper (kraft) bags as the customer sets out. Where the resident is physically unable to deliver Recyclable Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to provide non-accessibility to the Franchisee's crew or vehicle, an alternative location may be arranged between the customer and the Franchisee at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up.

B. **Containerized Residential Recycling Collection Service** will be governed by the following terms and conditions:

(1) **Conditions and Frequency of Service:**