

**AGREEMENT FOR
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 1st day of January, 2024, (the "Effective Date") by and between Cleburne County, Alabama, a political subdivision of the State of Alabama, by and through its County Commission (the "County") and Advanced Disposal Services Solid Waste Southeast, Inc. ("Contractor").

WHEREAS, the County deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste generated by residents within the County and that such action is a valid exercise of powers of the County; and

WHEREAS, in connection therewith, the County advertised for, solicited bids for or prepared and issued that certain Request for Proposals for Collection of Residential Garbage 2023– 2026 dated June 17, 2023, and all addendums thereto, which is attached hereto as Exhibit B and made a part hereof, in compliance with the Alabama Competitive Bid Law (the "RFP"); and

WHEREAS, in response to the advertisement for and solicitation of bids or RFP, the Contractor submitted a bid or proposal to the County that included certain exceptions to the RFP, which are attached hereto as Exhibit C and made part hereof (the "Proposal") and such Proposal has been accepted by the County in compliance with the Alabama Competitive Bid Law and any other local requirements; and

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

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows; provided however, nothing contained herein shall be interpreted in a manner so as to conflict with The Alabama Solid Wastes Disposal Act and applicable local law or to require the Contractor to undertake any conduct which is contrary to federal, state or local law. Where there is any conflict between the Definitions set forth herein, the Alabama Solid Wastes Disposal Act shall govern.

1.1 "Agreement" has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 "Biomedical Waste" shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated.

1.3 "Bulky Waste" means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus

too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets and other similar items.

1.4 "C&D Materials" means waste building materials and rubble, excluding Hazardous Waste, resulting from construction, remodeling, repair, and demolition operations on pavements, houses, commercial buildings and other structures. Such waste includes, but is not limited to, wood, bricks, metal, concrete, wall board, paper, cardboard, carpeting, construction materials resulting from remodeling, inert waste landfill material, and other non-putrescible wastes which have a low potential for groundwater contamination.

1.5 "Cart" means a rollout receptacle for Residential Solid Waste with a capacity of 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid. The weight of a Cart and its contents shall not exceed 75 lbs.

1.6 "County" means the County of Cleburne, which shall include, for purposes of this Agreement, the incorporated area of the County and the areas outside the corporate bounds of the County and receiving County service(s).

1.7 "Contractor" has the meaning set forth in the first paragraph above.

1.8 "Curbside" means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts, for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, if such act, event, or condition is beyond the Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, pandemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental

body on behalf of any public, quasi-public, or private entity or the inability to obtain labor, materials or equipment due to the foregoing circumstances; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects the: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means non-Hazardous 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.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 "Non-Curbside Services" has the meaning set forth in Section 3.3.

1.15 "Recyclables" shall mean items made of glass, aluminum, steel and bimetallic cans; scrap metal not exceeding three (3) feet in any dimension; plastic materials made from PET, and HDPE; newspaper, corrugated paper; and any other materials which may be agreed to from time to time between the parties.

1.16 "Residential Premises" means a dwelling within the County occupied by a person or group of persons not to exceed more than two families, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property. A Residential Premises shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level

construction, consisting of four units, shall be treated as a Residential Premises, except that each single-family dwelling within any such Residential Premises shall be billed separately as a Residential Premises.

1.17 "Residential Solid Waste" means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 "Rubbish" means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 "Service Area" shall mean the County, including the towns of Edwardsville, Fruithurst and Ranburne, but excluding the City of Heflin, Alabama.

1.20 "Services" has the meaning set forth below in Section 2.2.

1.21 "Special Waste" means any and all treated/de characterized (formerly hazardous) wastes; containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.); waste transported in bulk tanker; liquid waste; waste from an industrial process; waste from a pollution control process; residue and debris from the cleanup of a spill or release of chemical(s); polychlorinated biphenyl (PCB) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill cleanup wastes; underground storage tank (UST) soils; wastes from service industries; and any other waste defined by applicable law, rule or regulation as "special waste."

1.22 "Term" has the meaning set forth below in Section 2.4.

1.23 "Unacceptable Waste" mean (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, tires, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.24 "Unusual Accumulations or Overage" As to Residential Premises, any Residential Solid Waste, materials or debris placed curbside for collection in excess of the volumes permitted by this Agreement or placed outside or on top of a Cart shall be considered an Unusual Accumulation. Contractor shall have the right to take a digital photo of the Unusual Accumulations/Overage.

1.25 "White Goods" means household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

1.26 **“Yard Trash”** means leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from landscaping development and maintenance at a Residential Premises other than mining, agricultural, and silvicultural operations. The term does not include stumps, roots, or shrubs with intact root balls, and specifically excludes all wood that has been treated or preserved with chromated copper arsenate (CCA), pentachlorophenol, or other chemicals which have been classified as known human carcinogens by the United States Environmental Protection Agency.

Section 2.0 – Scope of Agreement

2.1 **Recitals: Conflict.** The parties hereto acknowledge and agree that the “whereas” recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the County and Contractor, this Agreement shall prevail and control.

2.2 **Scope.** The work under this Agreement shall consist of the collection and disposal of Residential Solid Waste by Contractor from Residential Premises located in the Service Area (collectively, the “Services”). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Contractor **shall not** be required to collect Recyclables, Yard Trash, Bulky Waste, Unusual Accumulations, and White Goods. Collection of Residential Solid Waste by Contractor shall be mandatory for all Residential Premises in the Service Area, and all such Residential Premises shall be required by the County to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 **Exclusivity.** During Term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the Service Area. The County hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The County further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof. The County grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the County in no way reduces its right or obligation to enforce this Agreement or any other County ordinance relating to the collection and disposal of Residential Solid Waste. Furthermore, Contractor shall have all rights and remedies available to it under Alabama law to collect delinquent payment of fees by the County. The County agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

2.4 Term. The term of this Agreement shall be for the period beginning on January 1, 2024, and continue for a period of three (3) years from this date (the "Initial Term"). Upon the mutual written consent of both parties, this Agreement may be renewed for up to two additional three-year terms upon the completion of the Initial Term. Provided the Contractor shall keep, observe and perform all of the terms and conditions of this Agreement, Contractor may request extension of the term of this Agreement upon all of the terms and conditions for no more than two (2) consecutive extension terms of three (3) years each (each such terms being hereinafter referred to as an "Extension Term"). Contractor may exercise such option to extend by giving County written notice of its intention so to do at least ninety (90) days prior to the expiration of the current term. Either party may request renegotiation of the Terms of the Agreement during said 90-day period. Should the parties be unable to reach mutual agreement prior to the expiration of the current term, the Agreement shall end on such termination date.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste. Contractor shall collect Residential Solid Waste that is timely placed inside a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Services are only required on County maintained roads. All residents living off County maintained roads will be required to bring the Residential Solid Waste to Curbside on a County maintained road. Contractor is not required to provide Services on private roads or driveways. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste.

3.1.2. Disposal of Waste. Contractor may deliver all Residential Solid Waste, collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion. Such disposal facility will possess all required federal and state permits and licenses.

3.2 Carts

Contractor shall furnish one new or like new +/- 95-gallon wheeled cart equipped with an attached lid and embossed with the name of the service provider for every Residential Premises receiving the Services as contemplated by this Agreement. Carts shall be new or like new and in place on or before February 1, 2024 or Contractor shall be liable for a fine of \$250 per week payable to the County. Such fine may be waived by the County Environmental Manager due to unforeseen extenuating circumstances. This is to prevent a drawn-out distribution of Carts that could last an unreasonable amount of time and provide a disservice to county customers. Proposed Cart types must be pre-approved by the County Environmental Manager. This requirement comes from past issues related to the quality of Carts being provided to county residents. The County in no way plans to be unreasonable but also does not intend to

accept Carts that we feel are unsuitable or below the industry standard. Contractor will make additional Carts available to Customers whose needs warrant additional capacity at a price no greater than fifty percent (50%) of the Base Rate per Cart. All Carts shall at all times remain the property of Contractor. It shall be the responsibility of the Customers of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Carts must be maintained by Contractor throughout the length of the Agreement. Contractor will only replace Carts at no charge due to normal wear and tear or damage caused by Contractor. Contractor will provide replacement Carts to residents whose Cart is missing, stolen, or lost or damaged or destroyed by a party other than Contractor at a reasonable cost per replacement. Customers shall report damage to their Cart to the County and the County shall notify the Contractor of the type of damage and address of the Customer who reported the damage. Contractor shall endeavor to either repair or replace the Cart within ten (10) business days after notification from the County in writing. Failure to meet this standard will result in Contractor being fined in the amount of \$100 per occurrence.

3.2.1 A *minimum* of twenty-four (24) Supplemental Carts are to be delivered/stored at the County's Convenience Center upon request by the Environmental Manager.

3.2.2 For New accounts or Restarts, Carts must be delivered as quickly as possible but Contractor will endeavor to deliver such Carts within ten (10) business days from the time the customer's account is established. Failure to meet this standard will result in Contractor being fined in the amount of \$100 per occurrence.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide one (1) time per week back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons, as approved and identified by the County in writing to Contractor, who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the County. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect 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. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. In the event Non-Curbside Service is provided pursuant to this Section 3.3, the Disabled Person 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. Non-Curbside Services are not available for the collection of Yard Trash, commercial solid waste, Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises. Contractor agrees to collect the approved resident's Cart that contain Residential Waste when the Cart is placed outside and in front of the garage door. Contractor agrees to take the Cart to the roadway for service and then return the Cart to

the point of origin. If an approved resident does not have a garage, the resident should place the Cart outside by the front door or the side of the house, where the Cart is visible from the street, for collection.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts 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, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor may decline to collect any Residential Solid Waste from any Cart, container, bag or bundle not so placed or any such Residential Solid Waste not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection Services under this Agreement shall not start before 6:00 a.m. nor continue after 9:00 p.m., Monday through Friday. Under extenuating emergency circumstances which have been coordinated with the County Environmental Manager, or due to an observed Holiday during the week, Saturday services shall be permitted.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

- New Years' Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of Services on the Holiday, but such decision does not relieve the Contractor of its obligation to provide the collection Service at least once per week (Monday - Friday) within the week the Holiday occurs (a "Holiday Week"). The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons; provided that the County shall be responsible for all publicizing expenses.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Routes are only required on County maintained roads. The County and Customers agree that all right of ways can bear the weight of the Cart and Contractor's vehicles. Contractor shall not be responsible for any damage to the Customer's property, including pavement, subsurface or curbing, unless such damage is caused by Contractor's negligence or misconduct. Any private property damage that occurs along any route that is caused by Contractor's negligence or misconduct shall be the liability of the Contractor. The Contractor shall submit a map

designating the collection routes with the days of pick-up to the County for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to County for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections

3.7.1 Contractor shall furnish the County instructions for contacting the Contractor in the event of Customer complaints and coordinate/communicate said complaints with the County Environmental Manager. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone (1-800-607-9509) for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections for Residential Solid Waste (a "Missed Collection"), Contractor shall investigate and advise the County through the Environmental Manager's Office as to how it will address the issue and resolve within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the County or the Customer, Contractor shall collect the Residential Solid Waste from such Residential Premises within twenty-four (24) hours of receipt of the complaint, except if Missed Collection deadline falls on Saturday or Sunday. Failure to remedy written reported complaints by the County within this criterion will result in the Contractor Being required to pay a fine in the amount of one hundred dollars (\$100) per occurrence. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the County or its employees, agents or representatives, Contractor shall have the right to charge, and the Customer the Service Fees for the additional Service.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Alabama driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.8.3 Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Residential Solid Waste collection service.

Contractor shall immediately notify the County, in writing, of such condition and of his inability to make collection.

3.8.4. Contractor shall not be responsible for scattered Residential Solid Waste unless the same has been caused by Contractor collecting properly loaded Carts, in which case all scattered Residential Waste shall be timely collected by Contractor.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles in the Service Area. The County shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The County shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The County shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. If the Cart is blocked in any way so as to prohibit collection, Contractor shall have the right to charge, and the Customer agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any Residential Solid Waste or other acceptable materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones (1-800-607-9509) and shall have a person to answer such telephones from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster when it is commercially reasonable and safe to do so. The collection of Residential Solid Waste shall be the highest priority. The collection of debris generated by a natural disaster, hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other acts of God ("Disaster Event"), the Residential Waste and debris caused by the Disaster Event shall not be the responsibility of the Contractor. Nothing contained herein shall prevent the Contractor and the County from entering into a separate agreement whereunder the Contractor shall provide to the County collection services for debris generated by a Disaster Event. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the County and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the County to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the County on the subject unless prohibited by applicable law. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

3.13.1 The Contractor may discontinue the Services at any Residential Premises for non-payment if the Customer account is more than forty-five (45) days past due. A list of those suspended and/or closed accounts must be provided to the Environmental Manager to allow for warning/citations to be issued on a monthly basis. If Contractor suspends service to a Customer for failure to timely pay invoices, Contractor has the right to charge a service reactivation fee of \$65 and/or the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

3.13.2 Contractor may turn over or sell accounts equal to or greater than 90 days past due to a collection agency.

3.14 Quantities:

3.14.1 The County estimates that the number of residential units to be serviced initially under the Agreement as of the Effective Date is as follows: Single and Multi-Family Residences: 2,977

3.14.2 The County agrees to provide all billing records currently in the possession of the County to the Contractor. The Contractor shall maintain a list of all units served and provide such list to the County within thirty days after the end of each quarter, upon request by the County. The Contractor further agrees to provide such additional information and data pertinent to this Agreement as may be reasonably requested except for confidential and proprietary information of the Contractor.

3.14.3 Contractor will provide service exemptions (Services at no charge) for resident's whose only source of household income is social security in accordance with applicable law.

3.14.4 The County shall accept applications for candidates seeking social security exemptions on a yearly basis in November and December of each year. The County has historically enforced a strict observance of the eligibility standards to maintain strict validity in the number of exemptions the Contractor must adsorb and justly pass this cost along to the other Customers of the County. The County will notify Contractor by February 1st of each year of residents who are eligible for exempt status. The current year 2023 social security exemptions for Cleburne County number is 119.

Section 4.0 – County Responsibilities

4.1 **Compliance With law:** The County shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

4.2 **Cooperation:** The County will take all necessary action to reasonably cooperate with and facilitate the Contractor's performance hereunder. The County shall refrain from passing or adopting any law, ordinance, regulation or policy which would unreasonably interfere with the Contractor's performance hereunder.

Section 5.0 – Compensation

5.1 **Fees and Payment**

5.1.1 The parties agree that Service Fees charged by Contractor for Services will remain fixed for two (2) years as set forth on Schedule "A" and will not be adjusted until January 1, 2026. Starting on January 1, 2026, Service Fees will be adjusted annually in accordance with the Consumer Price Index, as hereinafter defined below.

5.1.2 **CPI Adjustment.** Service Fees charged by Contractor for services shall be as set forth on Schedule "A" and will not be adjusted for changes in the Consumer Price Index, until January 1, 2026. The parties agree that beginning on January 1, 2026 and on each January 1st thereafter during the term of the Agreement (including any renewal terms), the Service Fees will be automatically adjusted by the percentage increase equal to the annual percentage change in the average Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer Trash, Not Seasonally Adjusted, (published by the United States Bureau of Labor Statistics, Consumer Price Index (the "CPI") over the 12 most recently published months compared to the average CPI for the previous 12-month period. The CPI published on the first Monday prior to the end of the month (or the first business day thereafter if such Monday is a Federal Holiday) shall be used to determine the monthly change. The annual percentage change shall be calculated by subtracting the average CPI value for the previous 12-months from the average CPI value for the most recent 12-month period, the result of which shall be divided by the prior 12-month period average. An example of the CPI annual increase calculation follows:

January 2020 through December 2020 compared to January 2020 to December 2021

Index	2020 12-Month Average	2021 12-Month Average	Change	Applied Percentage Change
CPI – Water, Sewer, Trash	252.46	261.47	9.01	3.6% (9.01/252.46)

The calculated change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths. The percentage adjustment will be applied to the then

current Service Fee for Services, as adjusted hereunder. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

5.1.3 Additional Adjustments. Contractor shall also be entitled to an additional increase in Service Fees from time to time during the term of this Agreement, and upon thirty (30) days' written notice to the County to offset any change in uncontrollable conditions that increase the Contractor's costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by the Contractor to the County at the time Contractor's request is made.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the County, its officers, agents, and employees (the "County Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the County Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any County Party. To the extent permitted by applicable law, the County will indemnify, defend and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives and employees from and against any and all Damages, arising out of the negligent act or failure to act of the County Parties or any breach by the County of any covenant, agreement, obligation, representation or warranty set forth herein.

Section 7.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Commercial Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the County certificates of insurance to effect that such insurance has been procured and is in force upon request.

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

- a) Worker's compensation insurance in the amount of state and federal statutory requirements;
- b) Employer's liability insurance with a limit of not less than \$500,000;
- c) Bodily injury liability insurance, except automobile, with a limit of not less than \$500,000 per occurrence;

- d) Property damage liability insurance, except automobile, with a limit of not less than \$500,000 per occurrence;
- e) Automobile bodily injury and property damages liability insurance, with a limit of not less than \$500,000 per occurrence;
- f) Excess umbrella liability coverage with a limit of not less than \$2,500,000.

Contractor shall cause the County to be named as an additional insured on Contractor's Commercial General Liability and Commercial Automobile Liability policies. Prior to commencement of Contractor's Services, Contractor shall provide the County with certificates of insurance evidencing the same.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste to be collected by Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the County and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises.

Section 9.0 – Events of Default; Remedies

9.1 **Events of Default by Contractor.** The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the County, its officers, employees, agents or representatives:

9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the County specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non-performance within fifteen (15) days after receiving notice from the County (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or

9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by County. The following shall constitute events of default on the part of the County, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the County to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) County's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non-performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the County shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the County shall immediately be in default of this Agreement in the event the County fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the County or to provide the County with such fifteen (15) day period to cure such default; or

9.2.2. The County becomes insolvent or bankrupt and cannot to pay its when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by County in the event of such default by Contractor, County agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be

waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the County. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of its provisions by the County and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the County fails to make any payment to Contractor when due as required by the provisions of this Agreement, the County shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The County expressly acknowledges and agrees that in such an event of default by County, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure.

Except in the case of nonpayment of the Service Fees by the County and the agreements and obligations by the County set forth in Section 4.1 and 4.2, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the County and the agreements and obligations by the County set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the County:

Cleburne County Environmental Manager
302 Haley Road
Heflin, AL 36264
Attn: Jenny R. Merrill
Phone: 256-463-2353

With a copy to
Cleburne County Attorney
110 E. 15th St.
Anniston, AL 36201
Attn: Mr. Jason C. Odom
Phone: 256-238-6005

As to Contractor:

Advanced Disposal Services Solid Waste Southeast, Inc.
Attn: Mike Mitchell
700 Clow Road
Birmingham, AL 35217
Phone: _____

With a copy to:

Waste Management
Attn: Sr. Legal Counsel – Carlyle White
800 Capital St., Suite 3000
Houston, TX 77002

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees; Dispute Resolution

(a) This Agreement shall be governed by and interpreted under the laws of the State of Alabama and the Federal Arbitration Act. Any dispute or difference between or among any of the parties hereto arising out of or in connection with this Agreement or the transactions contemplated hereby which such parties are unable to resolve themselves will, unless the parties mutually agree otherwise, be submitted to mediation in accordance with The Commercial Mediation Procedures of the American Arbitration Association currently in effect, to be completed no later than thirty (30) days following a written request for mediation by either party. Any dispute which cannot be resolved through the mediation process will be submitted to and resolved by arbitration before a single arbitrator, for amounts in dispute under Five Hundred Thousand and 00/100 Dollars (\$500,000.00) and otherwise before a panel of three (3) arbitrators, pursuant to the Commercial Arbitration Rules of the American Arbitration Association, as supplemented or modified by the provisions of this Section 10.2. The arbitrator(s) will consider the dispute at issue in the location in Alabama where the services are provided hereunder, within one hundred twenty (120) days (or such other period as may be acceptable to the Parties to the dispute) of the designation of the arbitrator. The arbitrator(s) will be bound to follow the laws of the State of Alabama, decisional and statutory, in reaching any decision and making any award and will deliver a written award, including written findings of fact and conclusions of law, with respect to the dispute to each of the arbitrating Parties, who will promptly act in accordance therewith. Any award of the arbitrator(s)

will be final, conclusive and binding on the arbitrating parties. Any party to an arbitration may enforce any award rendered pursuant to the arbitration provisions of this Section 10.2 by bringing suit in any court of competent jurisdiction. All costs and expenses attributable to the arbitrator(s) will be allocated between the parties to the arbitration in such manner as the arbitrator(s) determine to be appropriate under the circumstances. Any party may file a copy of this Section 10.2 with any arbitrator or court as written evidence of the knowing, voluntary and bargained agreement among the parties hereto with respect to the subject matter of this Section 10.2.

(b) In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venturer of County, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall County have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the County by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. It being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the Services described herein. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the County and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 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 Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. 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.

10.6 No Waiver.

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 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.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the County, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate without the consent of the County.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations. The County represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the County have been authorized to do so by Resolution of the Cleburne County Commission adopted the 17th day of July 2023 in open meeting and of record in its official minutes.

(b) The County validly exists as a political subdivision under the laws of the State of Alabama. The County has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Cleburne County Commission has duly authorized the execution and delivery of this Agreement and the County's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the County, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the County has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the County's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the County. Neither the entering into nor the performance of this Agreement by the County will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the County is a party or by which the

County or its assets is bound. This Agreement is consistent with the local Solid Waste Management Plan.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the County's knowledge and belief, threatened, relating to this Agreement. The County will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the County is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances, and the County has not received any notice of any complaint or violation of any of the foregoing. The County will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the County are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

[Reminder of page left intentionally blank]

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement For Residential Solid Waste Collection Services on the date evidenced on the first page hereof.

COUNTY OF CLEBURNE, ALABAMA

Sunny R. Merrill
Witness

By: Ryan Robertson
Name: Ryan Robertson
Title: Ex-officious Chairman of Cleburne County Commission

Melinda Meadows
Notary Public
expires: 4/15/27

Attest: _____

ADVANCED DISPOSAL SERVICES SOLID WASTE SOUTHEAST, INC.

[Signature]
Witness

By: [Signature]
Name: _____
Title: _____

Carrie Wilson
Notary Public

Attest: _____

My Commission Expires
March 21, 2026



EXHIBIT B

RFP

