

**RESIDENTIAL WASTE SERVICES AGREEMENT BY AND BETWEEN  
THE CITY OF FLOWERY BRANCH, GEORGIA AND RED OAK SANITATION, INC.**

**THIS AGREEMENT** (this “Agreement”), is made and entered into effective the 1st day of May 2020, by and between the City of Flowery Branch, Georgia, a Georgia municipal corporation, (hereinafter referred to as “City”) and Red Oak Sanitation, Inc., a Georgia corporation, (hereinafter referred to as “Contractor”).

**SECTION 1: COMMENCEMENT OF WORK**

The Contractor agrees to provide service to residents of the City under the current sanitation services requirements, which are listed below. Service will begin no later than May 1st, 2020.

**SECTION 2: TERM OF AGREEMENT**

The term of the Agreement shall be for a period of one (1) year, beginning May 1st, 2020. The Agreement shall automatically renew for one (1) year at the end of the first one (1) year term, the second one (1) year term, the third one (1) year term and fourth one (1) year term unless either party provides the other party with written notice at least thirty (30) days before the termination of the then-current term.

**SECTION 3: CATEGORIES OF RESIDENTIAL WASTE REMOVAL SERVICE AND ACCEPTABLE ITEMS**

Garbage. The Contractor will provide a once-per-week residential waste removal service to residents of the City. Residents will be provided with one 95-gallon waste cart for storage of garbage. Residents will place their garbage containers at their curb on collection days by 7:00 AM.

Amounts allowed for removal: The amounts of garbage, recyclable items, yard waste, and bulk items allowed per pickup are as follows: one 95-gallon waste cart full of garbage (unless additional waste carts are requested and paid for); one 95 or 65-gallon recycling container full of recyclable items; 1 cubic yard of yard trimmings (extra cubic yards must be requested and paid for); and one bulk item. Disposal of all garbage will occur at Hall County Transfer Station, 1 Ruby Street, Gainesville, GA, 30501 or any other State-licensed facility.

Recycling. The Contractor will provide a once-per-week recycling removal service to residents of the City. Residents will be provided with one 95 or 65-gallon recycling container for storage of recyclables. Residents will place their recycling containers at their curb on collection days by 7:00 AM. Recycling materials will be processed at SP Recycling in Lawrenceville, GA, or any other State-licensed facility.

**Yard Trimmings.** The Contractor will provide once-per-week yard trimmings collection to residents of the City. Residents will contain all grass clippings, leaves, twigs, and shrubbery in paper yard waste bags. The Contractor will not collect branches and limbs. The Contractor will remove up to 1.5 cubic yards (7 bags or rolls) of yard trimmings, per home, per week. Additional bags of yard trimmings must be scheduled with the Contractor's customer service representatives and paid for prior to removal. Residents will place all yard trimmings at their curb on collection days by 7:00 AM.

**Bulk Item.** The Contractor will provide a once-per-week bulk removal service to residents of the City. Residents will place all bulk at their curb. For the purposes of this Agreement, bulk is classified as items that are either too big or too heavy to be disposed of in a household garbage bag. All bulk items must be scheduled with the Contractor prior to pickup. Bulk item pickups may not be scheduled on a regular service garbage day. Exceptions include construction and demolition debris and other items, as designated by the Contractor, which cannot be efficiently removed. Items containing liquids must be appropriately tagged before removal.

**Refusal of Removal.** The Contractor may refuse to remove any garbage, recyclable items, yard trimmings, or bulk item not placed in their respective waste cart, recycling container, yard waste bags, and rolls, or proper point of pickup, unless a special arrangement is made by calling the office of the Contractor. The Contractor may also refuse to remove construction and demolition debris and other items, as designated by the Contractor, which cannot be efficiently removed.

#### **SECTION 4: HOLIDAYS**

The Contractor will not provide service on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Service during a holiday week will occur one day after the regular pickup day.

#### **SECTION 5: RATES**

Residents of the City will pay \$12.00 per month per home. Residents will pay \$6.00 per month per household for each additional garbage container. Residents will pay \$8.00 per cubic yard of yard waste, exceeding 1.5 cubic yards (7 bags or rolls) per week. If the customer elects to utilize recycling services, there will be an additional charge of \$4.00 per month for recycling services.

#### **SECTION 6: PAYMENT AND BILLING**

**Payment.** Payment is due by the first day of each service quarter or month based on method of billing. Payment in full for three months of service is required before service can begin. Additional cubic yards of yard waste must be paid for before removal via phone, online, or in-person transaction with Contractor's customer service representatives.

**Billing.** The Contractor will bill residents of the City individually and directly.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES OF RED OAK SANITATION**

Organization, Power, and Authority. The Contractor is a corporation duly organized and validly existing under the laws of the State of Georgia, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

Due Authorization; Binding Obligation. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Contractor. This Agreement has been duly executed and delivered by the Contractor and is a valued and binding obligation of the Contractor enforceable in accordance with its terms.

## **SECTION 8: INSURANCE**

The Contractor shall procure and keep in force and effect throughout the term of the Agreement such liability insurance with at least \$1 million in coverage to protect the City and the Contractor, as their interest may appear, against claims of any and all persons for personal injury, death or property damage occurring during the Contractor's provision of sanitation services. The Contractor shall produce a certificate of insurance upon request by the City.

## **SECTION 9: INDEMNITY**

Except for the City's negligence and/or intentional misconduct, the Contractor shall indemnify and save harmless the City from and against any and all liability, penalties, damages, losses, expenses and judgments by reason of any injury or claim of injury to person or property, of any nature and howsoever caused, arising out of the Contractor's provision of sanitation services.

## **SECTION 10: MISCELLANEOUS**

In the event that any provision or portion thereof of this Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of the Agreement shall not affect the validity or enforceability of any other provision or portion of the Agreement.

All provisions of this Agreement shall be strictly complied with and conformed to by the Contractor, and no modifications or amendments to this Agreement shall be made except upon the written consent of the parties. No modification or amendment shall be construed to release either party from any obligation of the Agreement except as specifically provided for in such modification or amendment.

This Agreement shall be interpreted under the laws of the State of Georgia.

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

**IN WITNESS WHEREOF**, City and Contractor have carefully read and reviewed this Amendment and each term and provision contained herein, and by the execution of this Amendment shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Amendment is executed, the terms of this Amendment are commercially reasonable and effectuate the intent and purpose of City and Contractor with respect to the sanitation services provided to the citizens of the City of Flowery Branch.

This day 16<sup>th</sup> of April, 2020.

CITY: THE CITY OF FLOWERY BANCH , GA

  
By: James M. Miller, Mayor

ATTEST:

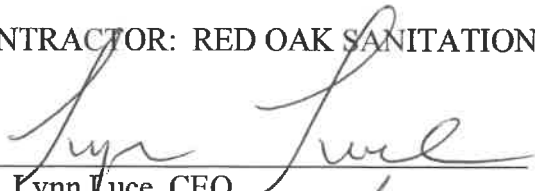
  
Melissa McCain, City Clerk

APPROVED AS TO FORM:

  
E. Ronald Bennett, Jr., City Attorney

*Signatures Continued on Next Page*

CONTRACTOR: RED OAK SANITATION, INC.

  
By: Lynn Luce, CEO

  
By: Marlon Luce, CFO

Sworn to and subscribed before me  
this 16<sup>th</sup> day of April, 2020.

  
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NOTARY PUBLIC

My commission expires: 5/8/21