



Rizzetta & Company

# **Meadow Pointe IV Community Development District**

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**Board of Supervisors' Meeting  
December 11, 2019**

**District Office:  
5844 Old Pasco Road, Suite 100  
Pasco, Florida 33544  
813.994.1615**

[www.meadowpointe4cdd.org](http://www.meadowpointe4cdd.org)

## **MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT AGENDA**

To be held at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd,  
Wesley Chapel, FL 33543.

<b>District Board of Supervisors</b>	Liane Sholl Denise Rae William Horner Susan Fischer Megan McNeil	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Gregory B. Cox	Rizzetta & Company, Inc.
<b>District Attorney</b>	Mark Straley/ Vivek Babbar	Straley & Robin
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services Inc

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting / hearing / workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

[www.meadowpointe4cdd.org](http://www.meadowpointe4cdd.org)

**Board of Supervisors  
Meadow Pointe IV Community  
Development District**

December 3, 2019

## AGENDA

Dear Board Members:

The Regular meeting of the Board of Supervisors of the Meadow Pointe IV Community Development District will be held on **Wednesday, December 11, 2019 at 12:00 p.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, FL 33543. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 4. BUSINESS ADMINISTRATION**
  - A. Consideration of Minutes of the Board of Supervisors Regular Meeting held on November 13, 2019 ..... Tab 1
  - B. Consideration of Operation and Maintenance Expenditures for October 2019 ..... Tab 2
- 5. BUSINESS ITEMS**
  - A. Consideration of Waste Connection Agreement - Meadow Pointe North..... Tab 3
  - B. Consideration of Televisive Gravity Sewer Manhole Proposal ..... Tab 4
  - C. Consideration of Southern Automated Access Proposal for Gate Preventive Maintenance ..... Tab 5
- 6. STAFF REPORTS**
  - A. District Counsel
  - B. District Engineer
    1. Update on Sidewalk Repairs Project
    2. Update on Pool Status
  - C. Field Services Manager
    1. Presentation of the Field Inspection Report..... Tab 6
  - D. Aquatic Systems
    1. Presentation of the Waterway Inspection Report ..... Tab 7
    2. Presentation of Semi-Annual Monitoring Reports ..... Tab 8
  - E. Amenity Management
    1. Review of Amenities Report ..... Tab 9
  - F. District Manager
- 7. AUDIENCE COMMENTS ON OTHER ITEMS**
- 8. SUPERVISOR REQUESTS**
- 9. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Sincerely,

*Gregory B. Cox*

Gregory B. Cox  
District Manager

# Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

MEADOW POINTE IV  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors' of the Meadow Pointe IV Community Development District was held on **Wednesday, November 13, 2019 at 5:01 p.m.** at the Meadow Pointe IV Clubhouse, located at 3902 Meadow Pointe Blvd, Wesley Chapel, Florida 33543.

Present and constituting a quorum:

Liane Sholl	<b>Board Supervisor, Chairman</b>
Denise Rae	<b>Board Supervisor, Vice Chairman (via conf. call)</b>
Susan Fischer	<b>Board Supervisor, Assistant Secretary</b>
Bill Horner	<b>Board Supervisor, Assistant Secretary</b>
Megan McNeil	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Greg Cox	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Vivek Babbar	<b>District Counsel, Straley, Robin, &amp; Vericker</b>
Tonja Stewart	<b>District Engineer, Stantec</b>
Tyree Brown	<b>Field Services Manager, Rizzetta &amp; Co., Inc.</b>
Raul Anaya	<b>Clubhouse Manager</b>

Audience

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Cox called the meeting to order and performed roll call confirming a quorum for the meeting. All attendees participated in the Pledge of Allegiance to the U.S. Flag.

**SECOND ORDER OF BUSINESS**

**Audience Comments on Agenda Items**

Mr. & Mrs. Molinari addressed the Board regarding the unlocked pedestrian gates at community entrances and landscaping concerns. The Board members explained the pedestrian gate issue and informed the residents that the landscaping was an HOA responsibility to address.

Mr. Conrad Miller addressed the Board regarding a recent gate maintenance issue.

**THIRD ORDER OF BUSINESS**

**Consideration of Minutes of the Board  
of Supervisors' Regular Meeting held  
on October 9, 2019**

On a Motion by Ms. Fischer, seconded by Mr. Horner, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors' meeting held on October 9, 2019, as amended, for the Meadow Pointe IV Community Development District.

**FOURTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
September 2019**

The Board requested staff to provide a status of the adjustment of the insurance property schedule.

On a Motion by Ms. Sholl, seconded by Ms. Rae, with all in favor, the Board of Supervisors approved to ratify the payment of invoices in the Operations and Maintenance Expenditures report for September 2019 (\$127,926.06) for the Meadow Pointe IV Community Development District.

**FIFTH ORDER OF BUSINESS**

**Staff Reports**

A. Field Inspection Report

The Board reviewed the Field Inspection Report submitted by Tyree Brown.

Mr. Brown presented the LMP proposal and explained that due to a lack of sufficient space, he would need to have some of the trees installed on pond banks or other common areas. The Board discussed the possibility of having the young trees in the newer communities removed/replaced and requested that Mr. Brown get a count and estimate for further consideration. The Board also noted that it appeared that an incorrect tree was removed from 31055 Edendale and Mr. Brown indicated that he will inform LMP of this issue.

On a Motion by Ms. Sholl, seconded by Ms. McNeil, with all in favor, the Board of Supervisors approved the proposal from LMP for replacement trees installation for \$7,303.50 along with the approval to plant trees that will no longer fit into the right-of-way, onto CDD owned pond banks or other common areas, for the Meadow Pointe IV Community Development District.

The Board considered a proposal from and discussed how the annuals for the Meadow Pointe North entrance should have been included. The Board requested that LMP provide a separate annuals proposal for the Meadow Pointe North.

On a Motion by Ms. Sholl, seconded by Ms. Fischer, with all in favor, the Board of Supervisors approved the proposal from LMP for annuals installation at a cost of \$1,320.00, for the Meadow Pointe IV Community Development District.

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**SIXTH ORDER OF BUSINESS** **Presentation of Arbitrage Report**

On a Motion by Ms. Sholl, seconded by Mr. Horner, with all in favor, the Board of Supervisors accepted and filed the Arbitrage Calculation Report prepared by LLS Tax Solutions, for the Meadow Pointe IV Community Development District.

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**SEVENTH ORDER OF BUSINESS** **Consideration of Bookcase Proposal**

The Board tabled the proposal from OFC for a bookcase for \$1,690 and requested that staff seek additional proposals.

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**EIGHTH ORDER OF BUSINESS** **Staff Reports (Continued)**

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A. District Counsel

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The Board received a District Counsel update from Mr. Babbar. The Board discussed the status of the special project that was to be funded for Meadow Pointe North and determined that it was not yet ready for consideration.

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B. District Engineer

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The Board received a District Engineer update from Ms. Stewart. She discussed the status of ownership of various properties within the District and noted she was in the process of measuring and inspecting signage. She also discussed that the Meadow Pointe III CDD Board had scheduled a workshop to discuss sidewalk repair issues and suggested that the Board consider doing the same.

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Ms. Stewart discussed the depression in the roadway around a manhole cover and explained that Pasco County had “scoped” the drainage pipe under the depression and found no issues. The Board asked Ms. Stewart to seek a separate proposal to re-inspect the area under the depression.

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Ms. Stewart presented information regarding the gutters that continually hold water and gave an estimate of \$35/linear foot to repair/replace the gutters.

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On a Motion by Mr. Horner, seconded by Ms. Rae, with all in favor, the Board of Supervisors authorized the Chairman to approve a gutter replacement proposal with a not-to-exceed amount of \$5,000.00, for the Meadow Pointe IV Community Development District.

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128 Ms. Stewart presented information regarding the sidewalk panel  
129 replacements.  
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On a Motion by Mr. Horner, seconded by Ms. Rae, with all in favor, the Board of Supervisors authorized the Chairman to approve sidewalk a panel replacement proposal with a not-to-exceed amount of \$15,000.00, for the Meadow Pointe IV Community Development District.

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132 The Board discussed the issue of roadway work that was not completed  
133 properly and Ms. Stewart indicated that she had discussed this with the  
134 vendor and they were fully intending to make the necessary repairs.  
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136 C. Aquatics Report

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138 The Board reviewed the Aquatic Systems waterway report. The Board  
139 commented that they approved of the new format of the report.  
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141 D. Amenity Management

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143 The Board received an Amenity Management update from Mr. Raul  
144 Anaya. He informed the Board of the electrical work underway to create a  
145 circuit that separates the gate power source from other requirements such  
146 as holiday decorations.  
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148 E. District Manager

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150 Mr. Cox reminded the Board that the next regular meeting is scheduled for  
151 Wednesday, December 11, 2019 at 12:00 p.m.  
152

153 Mr. Cox informed the Board that he had submitted an appeal to the County's  
154 Solid Waste assessment due to the significant increase in cost. He also  
155 discussed the issues surrounding the gate at Windsor and invoice received  
156 from Southern Automated Access. The Board requested that Mr. Cox  
157 discuss the invoice with Southern Automated Access to determine if it  
158 needed to be reduced. Mr. Cox also informed the Board that the Pasco  
159 County Supervisor of Elections had requested the use of the Clubhouse for  
160 upcoming primaries and elections this year and the Board members agreed  
161 to the usage.  
162

163 **NINTH ORDER OF BUSINESS**

**Audience Comments**

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165 Mr. Scott Page addressed the Board regarding the approved annuals and signage  
166 inspections.  
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168 **TENTH ORDER OF BUSINESS**

**Supervisor Requests**

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170 Ms. Fischer requested information regarding the question she had sent regarding  
171 irrigation at Meadow Pointe North.  
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**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

On a Motion by Ms. McNeil, seconded by Mr. Horner, with all in favor, the Board of Supervisors adjourned the meeting at 6:28 p.m. for the Meadow Pointe IV Community Development District.

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\_\_\_\_\_  
Assistant Secretary

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Chairman/Vice Chairman

DRAFT

## **Tab 2**



MEADOW  
POINTE

# MEADOW POINTE IV

## COMMUNITY DEVELOPMENT DISTRICT

5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544 - 813-994-1001 - Meadowpointe4cdd.org

### Operations and Maintenance Expenditures October, 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2019 through October 31, 2019. This does not include expenditures previously approved by the Board.

**\$111,341.68**

The total items being  
presented:

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant  
Secretary

\_\_\_\_\_ MEADOW POINTE IV COMMUNITY DEVELOPMENT DISTRICT \_\_\_\_\_

Liane Sholl  
*Chairman*

Denise-Rae Herrera  
*Vice Chairman*

William Horner  
*Supervisor*

Meagan McNeil  
*Supervisor*

Susan Fischer  
*Supervisor*

Clifton Fischer  
*District Manager*

# Meadow Pointe IV Community Development District

## Paid Operation & Maintenance Expenses

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Systems, Inc.	003827	0000457599	Monthly Aquatic Maintenance 10/19	\$ 4,340.00
CRT Services Inc.	003792	132967	IT Services 08/19	\$ 350.00
DCSI, Inc.	003796	26183	Access Gate Key Fobs 09/19	\$ 525.00
DCSI, Inc.	003805	26191	Gate CCTV Warranty- Shellwood, Parkmonte, Whinsenton 10/19	\$ 98.97
DCSI, Inc.	003805	26221	Gate CCTV Warranty-Windsor, Meridian, Provence, MP N, Enclave 10/19	\$ 545.00
DCSI, Inc.	003828	26275	Quarterly Monitor/Digital Backup/ Cellular Service/Log Service 10/19	\$ 152.97
Denise Rae	003816	DR100919	Board of Supervisors Meeting 10/09/19	\$ 200.00
Envera	003806	684337	Clubhouse Video Monitoring 11/01/19- 01/31/20	\$ 3,666.00
Fitness Logic, Inc.	003823	92082	Biannual General Maintenance 10/19	\$ 155.00
Florida Department of Revenue	003804	61-8015577602-6 09/19	Sales & Use Tax 09/19	\$ 48.74
Fountain Design Group, Inc.	003808	19289A	Quarterly Fountain Cleaning Service 10/19	\$ 175.00
Frontier Communications of Florida	003797	813-973-3003-101308-5 09/19	Clubhouse FIOS Service 09/19	\$ 464.90
Jennifer L. Sholl	003818	LS100919	Board of Supervisors Meeting 10/09/19	\$ 200.00
Jerry Richardson	003836	1278	Monthly Hog Removal Service 10/19	\$ 1,385.00
Landscape Maintenance Professionals, Inc.	003829	146870	Monthly Grounds Maintenance & Addendum 1 10/19	\$ 12,997.34
Landscape Maintenance Professionals, Inc.	003810	147276	Palm & St. Augustine Fertilize 09/19	\$ 535.00

## Meadow Pointe IV Community Development District

### Paid Operation & Maintenance Expenses

October 1, 2019 Through October 31, 2019

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Landscape Maintenance Professionals, Inc.	003810	147277	Pest Control 09/19	\$ 335.00
LLS Tax Solutions, Inc.	003811	001761	Arbitrage Services on Series 2012 A 1&2 2012B-1 06/04/19	\$ 500.00
LLS Tax Solutions, Inc.	003824	001810	Arbitrage Calculation Series 2007B - PE 07/31/2019	\$ 500.00
LLS Tax Solutions, Inc.	003830	001848	Arbitrage Calculation Series 2004A - PE 09/14/19	\$ 500.00
Meadow Pointe IV CDD	CD249	CD249	Debit Card Replenishment	\$ 752.76
Meadow Pointe IV CDD	CD250	CD250	Debit Card Replenishment	\$ 396.16
Megan McNeil	003812	MM100919	Board of Supervisors Meeting 10/09/19	\$ 200.00
Municipal Asset Management, Inc.	003793	0617436	40th Payment Tax Exempt Lease Purchase 09/19	\$ 487.69
Navitas Credit Corporation	003813	40257864 10/19	Security Systems 10/19	\$ 977.54
Outsmart Pest Management Inc.	003831	25061	Pest Control Service 10/19	\$ 51.00
Pasco County Utilities	003794	12456030	#0514195 - 3900 Meadow Pointe Blvd 08/19	\$ 1,350.79
Pasco County Utilities	003799	Pasco Water Summary 08/19	Pasco Water Summary 08/19	\$ 172.25
Pasco Sheriff's Office	003822	100119	Law Enforcement Services Installment #01 10/19	\$ 8,719.37
Rizzetta & Company, Inc.	003815	INV000000000043909	District Management Fees 10/19	\$ 5,987.50
Rizzetta & Company, Inc.	003800	INV0000043781	Assessment Roll Preparation FY 19/20	\$ 5,000.00

# Meadow Pointe IV Community Development District

## Paid Operation & Maintenance Expenses

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Rizzetta Amenity Services, Inc.	003801	INV00000000006715	Amenity Management Services 10/19	\$ 5,960.90
Rizzetta Amenity Services, Inc.	003817	INV00000000006744	Out Of Pocket Expenses 09/19	\$ 170.38
Rizzetta Amenity Services, Inc.	003833	INV00000000006771	Amenity Management Services 10/19	\$ 4,298.51
Rizzetta Technology Services, LLC	003832	INV0000004813	Website Hosting Services 10/19	\$ 100.00
Romaner Graphics	003835	19444	Maintenance & Repairs 05/19	\$ 145.00
Romaner Graphics	003826	19706	Maintenance & Repairs 10/19	\$ 290.00
Southern Automated Access Services LLC	003802	6581	Barcode Reader Down (Enclave) 07/19	\$ 410.49
Southern Automated Access Services LLC	003825	6934	Replaced Curbside Circuit Board 10/19	\$ 142.50
Southern Automated Access Services LLC	003825	6949	Gate Repairs 10/19	\$ 2,550.00
Southern Automated Access Services LLC	003825	6950	Gate Repairs 10/19	\$ 95.00
Southern Automated Access Services LLC	003825	6952	Completion Windshield Reader 10/19	\$ 14,000.00
Southern Automated Access Services LLC	003825	6953	Windshield Stickers (100) 10/19	\$ 1,120.00
Southern Automated Access Services LLC	003834	7016	Gate Repairs - Meridian 10/19	\$ 95.00
Southern Automated Access Services LLC	003834	Southern Phone Summary 10/19	Southern Phone Summary 10/19	\$ 369.65
Straley Robin Vericker	003795	17472	General Legal Services 09/19	\$ 1,000.00

# Meadow Pointe IV Community Development District

## Paid Operation & Maintenance Expenses

October 1, 2019 Through October 31, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Straley Robin Vericker	003837	17563	General Legal Services 10/19	\$ 2,305.00
Suncoast Pool Service	003838	5661	Pool Supplies Maintenance 10/19	\$ 1,145.00
Susan A. Fischer	003807	SF100919	Board of Supervisors Meeting 10/09/19	\$ 200.00
Times Publishing Company	003803	0000016988 09/20/19	Account #107010 Legal Advertising 09/19	\$ 114.40
U.S. Water Services Corporation	003819	894348	Monthly Lift Station Inspection 07/19	\$ 78.74
U.S. Water Services Corporation	003819	896426	Monthly Lift Station Inspection 08/19	\$ 78.74
US Bank	003839	0872019	Trustee Fees Series 2014A 07/01/19 - 06/30/20	\$ 5,387.50
Waste Connections Of Florida	003820	4318302	Waste Disposal Residential Services 09/19	\$ 6,283.20
Waste Connections Of Florida	003820	653566	Waste Disposal Recreation Center 10/19	\$ 70.00
William P. Horner	003809	WH100919	Board of Supervisors Meeting 10/09/19	\$ 200.00
Withlacoochee River Electric Cooperative, Inc.	003840	10252971 08/19	Account #10252971 08/19	\$ 5,623.51
Withlacoochee River Electric Cooperative, Inc.	003841	10252971 09/19	Account #10252971 09/19	\$ 5,830.36
Withlacoochee River Electric Cooperative, Inc.	003821	Summary 09/19	Summary Bill 09/19	<u>\$ 1,508.82</u>
<b>Report Total</b>				<b><u>\$ 111,341.68</u></b>

## **Tab 3**





WASTE CONNECTIONS

Waste Connections of Florida, Inc.  
11500 43rd Street, North, Clearwater, Florida 33762  
P:(727) 572-6800 F:

CUSTOMER SERVICE AGREEMENT  
#00256333

**SERVICE LOCATION**

Customer Name <b>MEADOW POINTE NORTH (MEADOW POINTE IV CDD)</b>
Account Number <b>6426-22299-1</b>
Address <b>4467 FENNWOOD CT</b>
City, State, Zip <b>WESLEY CHAPEL, FL, 33543</b>
Contact <b>Gregory Cox</b>
Phone <b>(813) 933-5571</b>
Email <b>gcox@rizzetta.com</b>

**BILLING INFORMATION**

Customer Name <b>MEADOW POINTE IV CDD</b>
Account Number <b>6426-22299-1</b>
Address <b>5844 OLD PASCO ROAD</b>
City, State, Zip <b>WESLEY CHAPEL, FL 33544</b>
Contact <b>Gregory Cox</b>
Phone <b>(813) 933-5571</b>
Email <b>gcox@rizzetta.com</b>

**SERVICES AND RATES**

**Effective Date:** October 1, 2019

Qty	SERVICE #1	Billing Frequency	PRICE
1	COMM FRONT LOAD 8 YD 6X PER WEEK		
	BASIC SERVICE CHARGE	MONTHLY	\$439.00
	EXTRA PICK UP	PER SERVICE	\$60.00
	CONTAINER DELIVERY	PER SERVICE	\$0.00

If not specified otherwise, the following standard charges will apply:

**STANDARD CHARGES (\*):**

Container Delivery: \$50.00	Relocate Container: \$50.00	Container/Castor Repair: \$0.00
Container Removal: \$0.00	Blocked Container: \$50.00	Lock Delivery: \$0.00
Container Exchange: \$0.00	Contaminated Lift: \$50.00	Lock Bar Install: \$50.00

**PAYMENT TERMS**

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.


The service agreement is for 60 months and the renewal period is for 60 months.

Please refer to the Pricing Policy at <https://www.wasteconnections.com/en/business/pricing-policy> for a description of our (i) fuel surcharge; (ii) environmental fee; (iii) administrative fee; and (iv) container and exchange fees, and how each fee is calculated and shown on your invoice.

**CUSTOMER**

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) <b>08/12/2019</b>

**REPRESENTATIVE**

<p><b>Diane McElvenny</b> <b>Territory Manager</b></p> <p>P: (727) 647-3931 M: (727) 647-3931 F: (727) 841-8539 @: <a href="mailto:diane.mcelvenny@wasteconnections.com">diane.mcelvenny@wasteconnections.com</a></p>	 WASTE CONNECTIONS
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**ARTICLE I  
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II  
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III  
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV  
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article VI, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII  
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X  
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI  
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII  
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that Article XVII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). Except as otherwise provided in Article XVIII, if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

**ARTICLE XVIII  
BINDING ARBITRATION AND CLASS ACTION WAIVER**

Except for Excluded Claims (as defined below), any controversy or claim (collectively "Claims") arising out of or relating to this Agreement, or the breach hereof, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following controversies and claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages; (C) Contractor's pursuit of any claims or relief relating to the location or movement of Contractor's equipment, including, without limitation, Contractor's enforcement of the provisions in Article X and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise, must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding. Accordingly, Customer hereby waives any and all rights to bring any Claim as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding.

This agreement to arbitrate Claims and waiver of class actions rights is governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.) and evidences a transaction in interstate commerce. Notwithstanding anything to the contrary herein or in the Rules, this Article shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, consolidated, collective or representative action, and only a court, and not an arbitrator, may adjudicate any contention that any portion of this Article is unenforceable, void or voidable.

**ARTICLE XIX  
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.