



City of Sanibel

ADDENDUM NO. 1
April 25, 2024

RE: Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials (RFP-PW-2-2024/SK) Proposal due date: May 2, 2024 @ 5:00PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

- Question No. 1: Article I – 2 General – Can the City please provide tonnages by commodity (solid waste, recyclables horticultural waste) and LOB (Commercial, Roll off, Residential) closer to the 2020-2021 timeframe before Hurricane Ian?
- Response No. 1: Requested information attached.
- Question No. 2: Can the City provide monthly tonnages by commodity (solid waste, recyclables, horticultural waste) and LOB (Commercial, Roll off, Residential) for Jan, Feb and Mar of 2024?
- Response No. 2: Requested information attached.
- Question No. 3: Article I – 4.2 Term – Could the city please change the language from “unilateral right” to “mutually agreed upon” to either exercise...? This would make the language consistent with 4.3.
- Response No. 3: To make 4.2 and 4.3 congruent, 4.3 is amended to delete “either the Contractor or” to clarify the City has the unilateral right to exercise any extension(s).
- Question No. 4: Article II – 3.1.1 Proposal Bond – Please confirm that Proposal Bond of \$100,000 is the only requirement needed, if proposer is not using a certified check or cashier’s check?
- Response No. 4: Required submission items are listed in Article II – 13, page 25.
- Question No. 5: Please confirm that proposer must provide a Letter of Commitment from a bonding company to provide a \$1,000,000 Performance Bond with the submittal package?
- Response No. 5: Yes, in accordance with Article II - 3.1.1

- Question No. 6 Article II – 3.2.1 – A Proposal Form – Please verify if this is the form titled “Official Price Proposal” or another document?
Response No. 6 Yes, “Proposal Form” refers to completion of “Official Price Proposal” (one sheet)
- Question No. 7: Article II – 3.2.2 – Price Template – Please verify that this is referencing the Pricing Template and Alternate Bids Forms 1-3 that are included in the package?
Response No. 7: Yes, “Price Template” refers to “Solid Waste , Horticultural Debris and Recycling Collection Proposal Pricing Template” (eight sheets including Alternate Bid Item 1, 2 and 3)
- Question No. 8: Will the City accept additional alternate proposals that are not listed on the Pricing Templates?
Response No. 8: The Pricing Template must be used and complete; however, Proposers may include within their Proposals additional proposals for relevant services not listed on the Pricing Template.
- Question No. 9 Article II – 6.1.a/b – Experience Requirements – in these sections it references experience with contracts of similar service areas, scope of service, contract duration, etc., does the City expect these to be current contracts that are being serviced? If not, Is there a specific timeframe that these contracts needed to have been serviced by the contractor?
Response No. 9 Contracts utilized for experience do not have to be current contracts and no timeframe is specified.
- Question No. 10 Article II – 6.2.e – Financial Requirement – provide a list of pending and resolved claims or lawsuits over \$1,000,000.00 filed against the corporation or its officers or principals, or the municipality in the past ten (10) years related to collection, delivery or disposal of solid wastes and recyclables. Provide a synopsis of the circumstances and the resolutions. Please confirm if this section is referring to the information to be disclosed on the Contractor Litigation Disclosure Forms by the contractor in Article II – 12, even though the form refers to “past 5 years” or is this to be treated separately?
Response No.10 The two requests should be treated separately. The Contractor Litigation Disclosure Forms require full disclosure of all claims within the past 5 years, irrespective of the amount in controversy; whereas, 6.2.e is limited to claims in excess of \$1,000,000.00 but extends the reporting requirement to 10 years. Reporting under both requirements can be limited to those claims related to “collection, delivery or disposal of solid wastes and recyclables” and which includes a government entity as a party of any kind.
- Question No. 11 Article II – 6.2.f – Identify the Guarantor of the proposed contract – will there be a form provided that the company can attest to as the Guarantor of the proposed contract?
Response No. 11 No, not prior to the award.

- Question No. 12 Article II – 6.3 – Format of Qualifications Requirements & Article II – 13 – Proposal Format - Please verify that the order of proposal contents can be determined by the proposer as long as all of the minimum requirements listed are addressed?
- Response No.12 The order of submitted items can be determined by the proposer.
- Question No. 13 Article II – 6.5 & 6.6– Letter of Credit – Please verify that a Proposal Bond and Performance Bond would take the place of a Letter of Credit and these sections will be not applicable if these instruments are in place?
- Response No. 13 Yes, a proposal bond and performance bond should be acceptable to take the place of a letter of credit in accordance with the City’s bond policies.
- Question No. 14 14Article II – 12 – Contractor Litigation Disclosure Form – Please verify that the information to be provided on the forms will be similar in scope as Article II – 6.2.e, as it will only apply to litigation or binding arbitration that is related to collection, delivery or disposal of solid wastes and recyclables?
- Response No.14 See Response No. 10.
- Question No. 15 Article III – 1.1 – General Responsibilities – States contractor will be responsible for residential “billing and collection of fees” for these services, is residential billing part of service or does the City provide this service through Lee County Property Tax bill?
- Response No. 15 The contractor will not be responsible for direct residential billing. This service is now through Lee County Property Tax bill. Contractor is responsible for direct commercial billing.
- Question No. 16 States “the City reserves the right at anytime to grant an additional franchise or franchises to qualified applicants if and when the City Council shall determine that the public health and welfare would be best served by such additional franchise or franchises”. Could the City add clarifying language that this would only occur if current contractor was in default of contract or something similar to protect the contractor?
- Response No. 16 LegalSubsection (c) is revised to replace the period with a semicolon, and subsection (d) is added as follows:
- (d) Whether the Contractor is or has been in default of its obligations under the Agreement.
- Question No. 17 Article III – 1.11 Franchise Fee – Please explain how franchise fees are to be accounted for in the Pricing Templates? What are the franchise fees going to be? Please provide clarification so we can properly account for these fees.
- Response No. 17 The calculation is described in our code for the current contract in part 4, see attached. The percentage is 15%.
- Question No. 18 Article III – 1.14 Complaints – Please confirm that contractor will have one workday to resolve an issue to include a missed pick up? The goal is to pick-up a miss the same day, but it is not always possible if the call comes in after noon, when the trucks may have already left the area.

- Response No. 18 The goal is to address any service issue as soon as possible, but one workday for final resolution of an issue will be acceptable.
- Question No. 19 Article III – 1.18 Rate Adjustments – Please confirm the City allow for rate increases based on Extraordinary or Unusual Increases in the cost of service not foreseen by normal business operations, provided justification is presented to and agreed upon by the City as addressed in Article III - 1.28?
- Response No. 19 Rate adjustment requests, irrespective of the underlying reason, are all considered pursuant to Article III - 1.28.
- Question No. 20 Article III – 1.25 Solid Waste Disposal Cost – Please clarify if the contractor is billing the residents for service or just going to bill the City for monthly services provided to include the disposal?
- Response No. 20 Residential collection and disposal costs will be billed monthly by the Contractor to the City of Sanibel for payment.
- Question No. 21 Same section – Please clarify that the contractor will bill commercial customers directly and that disposal will be part of the bill, but that the disposal rate to be used will be determined by the City and is not needed for pricing of services in the RFP?
- Response No. 21 Yes, Commercial customers will be billed directly by the Contractor. Commercial disposal costs will be part of the service charge billed by the Contractor and paid directly by the commercial customer. Disposal costs are provided to the City by Lee County on an annual basis and will be included in the annual calculations for service charges. These calculations are prepared by the City and will then be provided to the Contractor for their billing purposes.
- Question No. 22 Please explain how disposal fees will be applied to commercial accounts since the Pricing Templates state “no disposal included”?
- Response No. 22 Disposal fees are passed through at the same costs that Lee County charges. This is subject to change annually based on the County’s approval. These figures will be shared with the Contractor so it can be included in the commercial account billing.
- Question No. 23 Should tonnages that the City establishes for commercial and residential accounts be off significantly, can the City add language that the contractor can petition to has the tonnages adjusted accordingly?
- Response No. 23 LegalArticle III – 1.26 – Hurricanes and Other Natural Disasters — addresses requests for additional compensation, when tonnage is clearly in excess of averages, due to a natural disaster (which is the only foreseeable scenario that would cause a significant seasonal increase). The request is made through the City Manager.
- Question No. 24 Please provide the current and expected (10/1/24) Commercial Solid Waste Disposal Fee per ton and the Commercial Single Stream Recycling Fee per ton (both from the Lee County Buckingham facility).
- Response No. 24 The pricing from Lee County that was used to determine current year pricing is attached. The rates for year 2025 have not been determined at this time.

- Question No. 25 Article III – 1.27 – Quality of Performance of the Contractor – The range of fines is too broad (\$250 to \$1,500) and not clear on how they will be justly applied, could the City provide specific \$ amounts for the different scenarios outlined in this section?
- Response No. 25 Fines for most incidents would be levied at the lower end of the range with increasing fines for repeat violations.
- Question No. 26 Article III – 1.28 Rate Adjustments – Instead of CPI -U, could the City choose an industry approved CPI Index, such as the “Garbage and Trash” index, as to avoid confusion on which index will be used over time?
- Response No. 26 It is up to the Contractor to use the CPI-U or an industry-related index in proposing rate adjustments. The Contractor is not required to exclusively use one or the other throughout the duration of the Agreement.
- Question No. 27 Could the City add language that Rate Adjustments related to only the CPI “shall” be approved by the City? This allows contractors to provide their most competitive rates upfront.
- Response No. 27 No, the City Council retains discretion on rate adjustments; however, from a historical perspective, the City Council has typically granted annual adjustments.
- Question No. 28 Article III – 2.1.3 Obligation for Billing, Collection and Payments – Please confirm that contractor only needs to bill the City for residential monthly collections and disposal costs and not bill the residents directly? If the City is billing residents directly, please verify that the contractor will not have to pay a franchise fee for these services as they should be added directly to the resident’s bill from the City?
- Response No. 28 Confirmed. The contractor will only have to bill the City monthly for residential services. The City does not bill residents individually. An assessment for solid waste services for the year is calculated and placed on tax bills that are collected by the Lee County Tax Collector. Proceeds are then remitted to the City. Franchise fee calculation is described in question 17.
- Question No. 29 Article III – 2.3.3 – Distributing of Recycling Containers for residential Dwelling Units – Please confirm that recycling bins will be provided by the City?
- Response No. 29 With the base bid the City provides 18-gallon recycle bins to residential customers. In Alternate Bid Item 1 and 3 the contractor will be responsible to provide and deliver 64-gallon carts with wheels and lids to all residential customers and will convert recyclable service to an automated system/service.
- Question No. 30 Article III – 2.3.8 – Recycling Facility – Please confirm that the City will pay all processing fees associated with delivering their recyclables to the facility designated by the City?
- Response No. 30 Confirmed.
- Question No. 31 Article III – 3.2.5 Method of Payment (Commercial) – Please clarify how the disposal charges will be calculated into our pricing forms since it states that all charges and payments shall include disposal costs? Will we be given the disposal rate to charge individual customers in advance, please clarify?

- Response No. 31 Disposal rates are received by Lee County and factored into the annual assessment to residents. The Contractor will have access to this information when it is received from Lee County.
- Question No. 32 Article III – 3.2.6 Solid Waste Disposal Cost – Same question as above. Section states commercial disposal costs will be part of service charge, yet the Pricing Templates do not include disposal, please explain how the contractor will account for the disposal costs?
- Response No. 32 Disposal costs are provided to the City by Lee County on an annual basis and will be included in the annual calculations for overall service charges. These calculations are prepared by the City and will then be provided to the Contractor for their billing purposes.
- Question No. 33 It states to keep residential and commercial waste disposals separately until it can be categorized, would it be possible to include the multi-family and commercial cans with the residential collections to be able to utilize the same trucks, thereby saving the City unnecessary additional costs by running additional trucks?
- Response No. 33 The City requires that invoices to the City only include charges for residential service.
- Question No. 34 Pricing Template – Please explain if residents are going to be billed separately for electronics on a weekly basis or if electronics will be collected with the solid waste? Please clarify what the service expectation is for the weekly electronics collection for the contractor?
- Response No. 34 Electronics shall be collected/included with the solid waste. No additional pricing shall be included for curbside electronics recycling. Please delete this line item from the Residential Collection Pricing Template form.
- Question No. 35 Pricing Template – D.1. Commercial Properties Miscellaneous Services – Since the commercial recycling services are optional, not franchised, should the pricing on these services be removed from the list, except for multi-family residential recycling services where recycling is mandatory?
- Response No. 35 Offering commercial recycling services and related pricing for the services is mandatory. It is optional for a commercial property to utilize those services at the price offered.
- Question No. 36 Alternate Bid Items No 1 & 3 – Please clarify on these items where a 64-gallon cart is being provided to go to an automated service that the recycling volume will be restricted to the contents of the cart and not extra recycling materials outside of cart?
- Response No. 36 This is still notated as an unlimited collection item so valid recyclables placed outside of the 64-gallon cart will need to be collected. The City does anticipate that most residential recyclables will be placed within the 64-gallon cart automated system/service.

- Question No. 37 Miscellaneous - Can the City please provide an actual monthly invoice (recent) from the current provider for residential services, as to familiarize ourselves with the expectation of billing?
- Response No. 37 See attached.
- Question No. 38 Miscellaneous - Can the City please provide a list of residential addresses (in an excel file preferably) to perform initial routing scenarios in order to provide the City with the most advantageous pricing?
- Response No. 38 See attached.
- Question No. 39 On Page 13, In section 6.2 Financial Requirement; e, the City requests a list of pending and resolved claims or lawsuits over \$1,000,000.00 and on page 18, the Litigation Disclosure Form, contractors are asked if the company has been involved in any litigation or binding arbitration within the past 5 years, and to provide details for each litigation case using the forms that follow.
- Response No. 39 See Response No. 10.
- Question No. 40 Please confirm that the disclosure for 6.2 Financial Requirement e), is limited to cases that are over \$1,000,000.00?
- Response No. 40 See Response No. 10.
- Question No. 41 Would Sanibel accept a list of litigation or binding arbitration within the past 5 years involving a governmental entity to satisfy the requirements of the Litigation Disclosure Form?
- Response No. 41 See Response No. 10.
- Question No. 42 Alternatively, if not limited to \$1,000,000, would Sanibel limit the list of litigation or binding arbitration within the past 5 years to cases involving a governmental entity to satisfy the requirements of the Litigation Disclosure Form?
- Response No. 42 See Response No. 10.
- Question No. 43 Page 4- Commercial customer information. There are 2 columns, and both are titled # of commercial customers. What is the difference between both columns?
- Response No. 43 See Sheet 3 for column headings. First column is December 2016 and second column is February 2024.
- Question No. 44 Page 5- Section 4.2 & Section 4.3 – in section 4.2 it states a unilateral renewal option. Section 4.3 allows for either the contractor and or the city to notify the other party of any intent to extend or terminate. It seems that section 4.3 is describing a bilateral renewal option. If it is the city’s intent to have bilateral mutual agreement to renew will the city change the language in section 4.2 and replace unilateral with bilateral or mutual option to renew?
- Response No. 44 See Response No. 3.
- Question No. 45 Page 33- Section 1.28 Rate adjustment. Will the city consider utilizing the Water Sewer & Trash (WST) index or the Garbage and Trash (G&T) index for the annual rate adjustment? These indices are more closely aligned with the cost associated to

the collection of municipal solid waste. The series IDs are listed below, and the information is on the BLS website. 45
<https://data.bls.gov/PDQWeb/cu>
 Series Id: CUUR0000SEHG02, CUUS0000SEHG02
 Not Seasonally Adjusted
 Series Title: Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: Garbage and trash collection
 Base Period: DECEMBER 1983=100

Series Id: CUUR0000SEHG, CUUS0000SEHG
 Not Seasonally Adjusted
 Series Title: Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted
 Area: U.S. city average
 Item: Water and sewer and trash collection services
 Base Period: DECEMBER 1997=100

Response No. 45

See Response No. 26.

Question No. 46

Page 29 Section 1.11 Franchise Fee- Will the city consider changing the contractor requirement of submitting franchise fees on gross revenues to collected revenues? If the customer does not pay the contractor under the gross revenue option, the contractor is still responsible to remit the fee to the city even if it has not been collected.

Response No. 46

No.

Question No. 47
 Response No. 47

Page 29 Section 1.11 What is the franchise fee percentage the city is requiring?
 See response to Question No. 17.

Question No. 48

Page 29 Section 1.11 From the example below which format does the city want the contractor to utilize in determining how to calculate the franchise fees to the city?

	Example 1 (Rate plus FF)	Example 2 ("Fee on a Fee")
Franchise Fee %	35%	35%
Collection Rate	\$100.00	\$100.00
Franchise Fee total	\$35.00	\$35.00
Total to Customer	\$135.00	\$135.00
F/F due to the City	\$35.00	\$47.25
Net to Contractor	\$100.00	\$87.75

Response No. 48

Use Example 1 – Rate plus franchise fee.

Question No. 49

Would Sanibel provide a draft contract for review by the proposers so questions can be submitted regarding the same (before the period for questions expires)?

Response No. 49

No, but the terms will be consistent with those included in the RFP, including any addenda.

- Question No. 50 Would Sanibel consider adding language to the contract (resulting from this RFP) making clear that contractor is not responsible for collecting storm debris arising from a hurricane or other (declared) disaster, unless a separate contract for the same is entered into by the parties?
- Response No. 50 The City has a separate contract for storm debris management services, and it is expected that the vast majority of any storm-generated debris would be picked up by such contractor. However, Article III – 1.26 – Hurricanes and Other Natural Disasters — addresses requests for additional compensation, when tonnage is clearly in excess of averages, due to a natural disaster (which is the only foreseeable scenario that would cause a significant seasonal increase).
- Question No. 51 Would Sanibel consider adding language to the contract (resulting from this RFP) that the contractor may suspend services during storm conditions, including when winds exceed 30 MPH?-
- Response No. 51 Yes, the City can include a provision within the contract addressing circumstances under which suspension of services would be appropriate.
- Question No. 52 Unusual cost –Will Sanibel add a provision to the contract (resulting from this RFP) that allows the proposer to seek an adjustment in its prices for unanticipated and unusual cost increases?
- Response No. 52 See Response No. 19.
- Question No. 53 Change in law -- Will Sanibel add a provision to the contract (resulting from this RFP) so that changes in law that affect performance or the cost of same can be appropriately addressed by the parties?
- Response No. 53 See Response No. 19.
- Question No. 54 Will Sanibel add a provision in the contract (resulting from this RFP) that proposer shall not take title to nor be financially responsible for any radioactive, corrosive, flammable, explosive, biomedical, infectious, hazardous, or toxic substance or material (as defined by or listed under applicable federal, state, or local laws or regulations) that proposer collects in connection with the services provided pursuant to this RFP?
- Response No. 54 Yes, the City can include a provision within the contract along those lines, but it would simply be a disclaimer of liability to the Contractor, without any indemnification by, or liability shifting to, the City.
- Question No. 55 Would Sanibel consider making the annual CPI adjustment to rates automatic and not discretionary?
- Response No. 55 See Response No. 27.
- Question No. 56 Would Sanibel agree to add a force majeure provision to the contract (resulting from this RFP)?
- Response No. 56 Yes, the City can include a limited force majeure provision, in keeping with Response 51.

- Question No. 57 Would Sanibel agree to add language in the contract (resulting from this RFP) that any assessment of administrative charges shall occur within 30 days of the event giving rise to such administrative charges?
- Response No. 57 No.
- Question No. 58 Would Sanibel agree to add language in the contract (resulting from this RFP) that any dispute between the parties related to the contract will be submitted to non-binding mediation prior to the initiation of any litigation action?
- Response No. 58 Yes.
- Question No. 59 Section 3.2.6 page 40 Commercial Solid Waste Disposal- The price form for commercial rates states not to include disposal cost on commercial pricing. The pricing form contradicts section 3.2.6 which states that commercial disposal cost will be part of the service charge. If we submit a price without disposal will we be allowed to add disposal cost if awarded the contract? Should we include franchise fees on the Commercial pricing at what percentage should the franchise rate be?
- Response No. 59 Disposal fees are passed through at the same costs that Lee County charges. This is subject to change annually based on the County's approval. These figures will be shared with the Contractor so it can be included in the commercial account billing. B See response to Question 17 in regards to franchise fee.
- Question No. 60 Disposal question: In the current contract the contractor pays the City a \$25.00 per ton surcharge for commercial solid waste collected. This is not mentioned in the RFP? Is this going away in the new contract?
- Response No. 60 The \$25 per ton surcharge is still a requirement of the contract. The City will include this charge in the calculations it prepares annually to determine the solid waste fee. This information will then be shared with the Contractor.
- Question No. 61 Price Sheet Question: Curbside electronics recycling currently you are asking for a weekly price? Question Is the City paying for this as part as the Residential Collection Price (Annual)? Or should this a per item rate pickup charged to the customer?
- Response No. 61 Electronics shall be collected/included with the solid waste. No additional pricing shall be included for curbside electronics recycling. Please delete this line item from the Residential Collection Pricing Template form.
- Question No. 62 Price Sheet Question: Optional Second Weekly Garbage Collection Weekly price per dwelling Is there a minimum service requirement
- Response No. 62 Minimum service requirement is once per week.
- Question No. 63 Article III Section 1.1 states
"The Contractor shall provide mandatory residential solid waste, horticultural and recycling collection service in the service area, and shall be responsible for the billing and collection of fees for these services."
In an apparent conflict, Article III Section 1.25 and Section 2.1.3 state:
"Residential collection and disposal costs will be billed monthly by the Contractor to the City of Sanibel for payment."

- Please confirm whether the contractor or the City of Sanibel will be billing the residents for the residential collection service and disposal fees.
- Response No. 63 The contractor will not be responsible for direct residential billing. This service is now through Lee County Property Tax bill. Contractor is responsible for direct commercial billing.
- Question No. 64 Please provide a figure for the established “pounds-per-yard amount” and tipping fee rate for Commercial customers. (The RFP maintains that the amount will be neutral to the Contractor, i.e., it will equal the charges incurred by the Contractor at the WTE plant.)
- Response No. 64 See Response No. 24 and Response No. 66
- Question No. 65 Article III Section 2.3.2 Recycling Materials Collection states:
“The Contractor shall collect commingled recyclables from the recycling container. Replace the recycling container at the same location, separate the commingled recyclables pursuant to City instruction.”
Please explain the meaning of “City instruction.”
- Response No. 65 Residential recycling can now be commingled and does not require separation of different material types (due to single stream Lee County facility).
- Question No. 66 Please provide the current Residential and Commercial pricing.
- Response No. 66 See attached.
- Question No. 67 Please provide current data about the disposal allowances/rates embedded in the pricing as referenced in Article III, Section 1.25.
- Response No. 67 See Response No. 24.
- Question No. 68 Please provide the amount of the Franchise Fee described Article III Section 1.11.
- Response No. 68 See Response No. 17.
- Question No. 69 Please confirm the location to which the City of Sanibel is currently directing deliveries of Yard Waste.
- Response No. 69 Lee County Solid Waste Disposal and Resource Recovery System Facility
- Question No. 70 Does the Litigation Disclosure requirement of Article II Section 12 include insurance claims sustained in the ordinary course or business?
- Response No. 70 See Response No. 10.
- Question No. 71 Please explain the “Letter of Intent” referenced in Article II, Section 6.3(a).
- Response No. 71 A letter indicating the Proposer’s intent to be bound by its proposal, should the City make the award to the Proposer.
- Question No. 72 What is the tipping fee? Are the tipping fees paid directly by City of Sanibel?
- Response No. 72 It is the disposal fee. For residential collection it is billed through annual taxes and for commercial accounts it will be included in Contractor billing.

- Question No. 73 Are the certified financial records required in Section 6.2.a exempt from Florida Public records disclosures under F.S. 119.071(3)(c)?
- Response No. 73 Yes, they are exempt pursuant to F.S. 119.071(1)(c).
- Question No. 74 The RFP contains summary information for annual MSW, RCY and Y/W tons. To assist the Contractor in gauging seasonality, would the City please provide this data on a month-by-month basis?
- Response No. 74 See Response No. 1 and Response No. 2
- Question No. 75 In section 3.2.5 Method of Payment. Can the contractor suspend/stop service by non-payment 45 days past due?
- Response No. 75 No.
- Question No. 76 Can the contractor charge a reactivate fee to a stop service customer for redelivery of the container?
- Response No. 76 The City may consider this request during development of the contract with the selected Contractor.
- Question No. 77 CPI will there be language to assure the CPI if negative will not be reduced to the contractor? A floor of 0%
- Response No. 77 Yes, the City can include clarifying language within the contract that there will not be any negative rate adjustment.

Section 1. Franchise Agreement.

1. Franchise Description and Franchise Agreement (incorporating Exhibit "A" entitled "Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials" and Exhibit "B" entitled "Performance Specifications" as described below).
 - (a) The City of Sanibel (the "City"), a Florida municipal corporation, enters into this Franchise Agreement with Advanced Disposal Services Solid Waste Southeast, Inc. (the "Operator" or "Contractor"), as the franchise operator (hereinafter sometimes referred to as "Franchise Agreement" or "Ordinance") and the City and Operator agree to the provisions set forth in this Franchise Agreement. This Franchise Agreement, and the franchise granted, is for the collection within the territorial limits of the City of Sanibel, and removal from and lawful disposal of, garbage, trash, refuse, horticultural debris and recyclables by the Operator for the Term set forth in Section 3 below.
 - (b) This Franchise Agreement consists of this Ordinance and the following attached and incorporated documents and provisions, all of which are specifically made part of this Franchise Agreement:
 - (1) Exhibit "A" entitled "Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticultural Materials" - Article I, Section 5 entitled "Definitions of Terms"; Section 8 entitled "Default" and Section 9 entitled "Procedure for Termination." (Article I, Sections 1, 2, 3, 4, 6 and 7 are included for reference and informational purposes only).
 - (2) Exhibit "B" entitled "Performance Specifications" - Article III in its entirety including all sections and provisions in pages 13 through 30 of Exhibit B.
2. *Grant.* The City does hereby grant as a franchise the right, privilege, authority and consent to the Operator to use City streets, easements, alleys and parkways for the operation of its business and to collect, remove and lawfully dispose of garbage (solid waste), trash, refuse, horticultural debris and recyclables within the City in accordance with the terms of this Franchise Agreement, without the necessity of paying any additional franchise fee, except as provided in this Franchise Agreement.
3. *Term.* The term of this Franchise Agreement is for 5 years, commencing October 1, 2017 and ending on September 30, 2022. This Term may be extended for a maximum of 2 additional one year terms at the sole discretion of the City in accordance with Section 11 of this Franchise Agreement.
4. *Franchise Fees.*
 - a. The Operator shall pay to the City a percentage fee of its gross revenues derived from operations within the City commencing October 1, 2017, and monthly thereafter during the Term of this Franchise Agreement or any extension or renewal thereof. Such Franchise Fee (percentage fee of Gross revenues) shall be established by separate City Council Resolution. Such Franchise Fee shall be in effect for the first year of this Franchise Agreement. In each subsequent fiscal year of this Franchise Agreement a City Resolution shall be adopted setting forth the Franchise Fee for such fiscal year provided, however, each fiscal year Resolution shall remain effective as to such Franchise Fee unless and until a new City Resolution becomes effective. Each such Resolution shall be effective upon adoption or as otherwise provided in such Resolution and upon written acceptance and acknowledgment of the Franchise Fee set forth therein by Operator. Gross revenues is defined as any and all fees collected by the operator within the City. Gross revenues shall include, but not be limited to, disposal charges, surcharges, equipment rentals and charges, billing fees, and all government levied fees such as tipping charges, disposal fees and City surcharges. The monthly franchise fee shall be paid to the City by the end of the month immediately following each and every calendar month during which the gross revenues were accrued.

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- b. With the remittance of the franchise fee, the Operator shall also furnish to the City a statement showing its itemized gross revenues earned within the limits of the municipality for the preceding calendar month upon which the total amount of franchise fee is calculated.
 - c. Not later than 120 days following December 31 of each year (the Operator's fiscal year end), the Operator shall furnish to the City audited financial statements for the prior 12-month period beginning January 1 and ending December 31.
 - d. The City may, at any reasonable time, after due notice and during business hours, make examinations at the Operator's office of any and all of its books and records for the purpose of verifying any of the statements of revenue herein provided for.
 - e. All payments required by the Operator by this Ordinance shall be made at the office of the City Manager, City of Sanibel, Sanibel, Florida, or to such other officer or address as may be substituted, in writing, by the City.
5. *City's Right of First Refusal.* If the Operator shall, at any time during the term of this Franchise Agreement, desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation, authority or political subdivision of the State of Florida satisfactory to the Operator to purchase the same, the Operator shall, within 14 days after receipt of said bona fide offer, advise the City in writing of the purchase price and other terms and provisions of such offer, and the City shall, for a term of 60 days after the receipt of such notice, have the option to purchase the disposal service from the Operator upon the same terms and conditions as are set forth in the offer. If the City fails or refuses to exercise the right and option granted to it by this section within the time limit set forth above, the Operator may sell the service to the prospective purchaser providing that the purchaser qualifies for approval under paragraph 6 of this Franchise Agreement.
6. *Franchise Transfer.* The Operator may not, without the written consent of the City, assign, transfer or sublet the franchise granted by this Franchise Agreement. Not less than 60 days prior to any assignment, transfer or sublease, the Operator shall notify the City of the proposed action, and cause to be submitted to City Council information pertaining to the proposed assignee, transferee or sublessee sufficient, in Council's sole discretion, for Council's determination as to whether the proposed new Operator is qualified, and whether the public health and safety will be preserved. Approval will not be unreasonably withheld by the City.
7. *Acceptance by Operator.*
- a. The terms of this Franchise Agreement shall be accepted in writing by the Operator prior to adoption of this ordinance.
 - b. In accepting this Ordinance and Franchise Agreement, the Operator hereby agrees to abide by all provisions and terms thereof and by all rules and regulations of the health department(s) of the State of Florida, County of Lee, and the City of Sanibel which may be in force at this time, or which may be promulgated and adopted from time to time, unless and during such pendency of administrative action challenging that regulation or as ordered by a court. Rules and regulations concerning definitions of material to be collected and delivered may be promulgated by the Operator subject to City Council approval. Such rules and regulations must not be inconsistent with definitions and regulations as may be established by state law or by City Council.
 - c. The Operator shall provide services to the City in accordance with the provisions, definitions, standards and specifications as outlined in the documents described in Section 1(b) of this Franchise Agreement, attached hereto and incorporated herein, including but not limited to the scheduled days of collection which are Monday through Saturday between the hours of 6:30 A.M. and 5:00 P.M. for residential services and Monday through Saturday between the hours of 7:00 A.M. and 5:00 P.M. for commercial services. The City Council hereby finds, and both the City and the Operator hereby acknowledge that the specifications and requirements for collection and delivery of residential and commercial solid

waste, recycling and horticultural materials attached as Exhibits A and B are an integral part of this Franchise Agreement and are hereby incorporated herein. The City reserves the right to renegotiate the provisions, definitions, standards and specifications as outlined in those documents with the Operator during the term of this Franchise Agreement.

8. *Rates; Charges.*

- a. The Operator's initial rates and charges under this Franchise Agreement will be adopted by separate City Resolution. These rates and charges shall be in effect for the first year of this Franchise Agreement. For each subsequent fiscal year of this Franchise Agreement a City Resolution shall be adopted setting forth rates and charges. Each fiscal year Resolution shall remain effective as to rates and charges unless and until a new City Resolution becomes effective.
- b. Future rate adjustments may be granted by Council by resolution, for good cause, upon application by either party at least 30 days prior to adoption. Council shall provide the opportunity for public input prior to adoption of the resolution.

9. The Operator shall, at its own expense, indemnify and save harmless the City from any and all damages, judgments, costs and expenses of every kind, including reasonable attorney's fees, which may arise or result by reason of or in consequence of the acts or neglect of the Operator, its agents or servants, to fully comply with the provisions of this ordinance and will save and keep harmless the City from any and all damages, judgments, costs and expenses caused by, or incident to, or in any manner resulting from, the conduct of the Operator's business within the City or in conducting activities in any way related to the Franchise Operations, provided reasonable notice in writing of all claims for such damages, costs and expenses is given the Operator by the City, together with all information thereon in its possession. Without limiting the generality of the foregoing, the Operator also agrees to defend, save and keep harmless, and indemnify the City from any action filed against the municipality by reason of its granting this franchise, including but not limited to actions based on anti-trust or civil rights. The first \$10 received by Operator for Operator's services pursuant to this Franchise Agreement shall serve as separate consideration for Operator's agreement and obligations set forth in this provision, such consideration acknowledged by Operator to be sufficient.

10. *Exclusivity; Conditions.* This franchise grant shall be deemed exclusive. However, the City reserves the right at any time to grant an additional franchise or franchises to qualified applicants if and when the City Council shall determine that the public health and welfare would be best served by such additional franchise or franchises.

In making such determination the City Council will take into consideration, at a minimum, the following:

- (a) Whether the public health, safety and welfare are adequately protected and served by the current Operator;
- (b) Whether the granting of an additional franchise will be in the City's net-term best interest;
- (c) Whether the applicant is qualified, and is willing and able to certify that it will meet the standards under which the Operator is then providing service.

Any additional franchise or franchises granted shall be on terms no more favorable than those enjoyed by the Operator.

11. *Extension of Term.* The City reserves the right and option to extend this Franchise Agreement for two (2) additional 1-year periods under substantially the same conditions, rights, obligations and other terms of this Franchise Agreement (incorporating the attached documents referenced in Section 1(b), or allow it to terminate on the termination date specified in this Franchise Agreement. An intent to extend or terminate this Franchise Agreement shall be communicated in writing by the City not less than 12 months but not more than 18 months prior to the expiration of the Franchise Agreement. The City is under no obligation to extend this Franchise Agreement.

12. *Insurance.* The Operator shall provide and keep in force insurance coverage as defined in Exhibit B, attached hereto, including a comprehensive general public liability and property damage insurance policy to include independent contractors in such company as approved by the City. Such public liability coverage shall indemnify the City and the Operator, as their interests may appear, against public liability and property damage claims, and to furnish the City with an appropriate certificate from the insurance carrier showing such insurance to be in force at all times.

The policies or certificates representing said insurance shall be delivered by the Operator to the City and each policy or certificate delivered shall bear the endorsement of or be accompanied by evidence of payment of the premium thereon and also an endorsement obligating the insurance company to furnish the City 10 days' notice in advance of the cancellation of the insurance evidenced by said policy or certificate. Renewal policies or certificates shall be delivered at least 10 days before the expiration of the insurance, which such policies are to renew.

When such policies or certificates have been delivered and at any time or times thereafter, the City may notify the Operator in writing that, in the option of the City, the insurance represented thereby does not conform to the provisions of this section, either because of the amount or because of the insurance company or for any other reason, and the Operator shall have 30 days in which to cure the alleged defect. If such notice is not given to the Operator within 30 days following the receipt of any such policy or certificate, then the insurance represented thereby shall be deemed to be in accordance with the provisions of this section until such notice is actually given.

13. *Emergency.* It is the intention of the Operator to cooperate in every manner with the City with respect to the use of its equipment, personnel and facilities where required because of any emergency arising out of storms, hurricanes or local disaster or catastrophe. In the event public health problems, emergencies or catastrophes occur due to causes beyond the control of the Operator, the City shall provide, without expense to the Operator, such technical assistance as is in the employ of the City.

14. *Rules.* The Operator shall have the right to adopt and enforce such reasonable rules and regulations as may be reasonably required to protect its rights hereunder, which rules and regulations shall be subject to the approval of the City, and to furnish an efficient service to residents of Sanibel, Florida, provided that the same shall be consistent with and not in violation of any terms and provisions or spirit of this Franchise Agreement and in accordance with the laws of the State of Florida. Any such rules or regulations shall not, in any manner, change, amend, alter or modify the terms and provisions of this Franchise Ordinance and Agreement or any part thereof.

15. The Operator agrees to cooperate with the City and the county in operating and coordinating the solid waste management program and the recyclable materials recycling program required by state law (F.S. § 403.706). The Operator also agrees to assist the City (or the County) in applying for grants or other financial assistance.

16. *Violations; Subordination.*

- a. The Operator agrees to notify the City Manager of any known violation of Chapter 54, Article II, Sanibel Code as it may from time to time be amended.
- b. Upon request of the City Manager, the Operator shall annually include in its billing statement informational notices to customers pertaining to the collection and delivery program and the recycling program. Such informational notices will be provided by either the City or the Operator, each party in cooperation with the other.

(Ord. No. 10-004, § 1, 5-4-2010; Ord. No. 17-003 , § 1, 5-2-2017)



Board of County Commissioners

Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

June 7, 2023

Via Electronic and US Post Office Mail

Mr. Scott Krawczuk
Public Works Deputy Director
City of Sanibel
800 Dunlop Rd.
Sanibel, FL 33957
Scott.krawczuk@mysanibel.com

**SUBJECT: Approved FY23/24 Municipal Solid Waste Disposal and Solid Waste System Assessment
BOCC Public Hearing was held on May 16, 2023, 9:30AM**

Dear Mr. Krawczuk:

The County is pleased to provide to you the approved Municipal Solid Waste Disposal and Solid Waste System Assessment for FY23/24. A public hearing before the Board of County Commissioners to consider a resolution establishing the annual rates and assessments for the next fiscal year was held on May 16, 2023, 9:30AM, in the Lee County Board Chambers.

In accordance with the current Inter-local Agreements (ILA) for Solid Waste Disposal and the Solid Waste System Assessment, I am providing the County's approved rates for next year as determined through an independent rate study performed by Raftelis Financial Consultants, Inc.

The County proposed to the Board of County Commissioners a per residential household unit facility assessment utilizing household waste generation factor of 1.0 or 2,000 pounds per year. Disposal costs charged to the City's franchise collection contractor for MSW will increase to \$63.56 per ton. A summary of the approved rates follows:

	FY22/23	FY23/24
MSW Gate Disposal Fee	\$59.96 per ton	\$63.56 per ton
Horticulture/Yard Waste (Residential)	\$31.00 per ton	\$32.86 per ton
Recycling Assessment ⁽¹⁾	\$11.51 per unit	\$11.51 per unit
Facilities Assessment Residential ^{(1) (2)}	\$19.38 per unit	\$19.38 per unit
Facilities Assessment Multi-Family ^{(1) (2)}	\$14.34 per unit	\$14.34 per unit
Facilities Assessment Business and Commercial ^{(1) (2)(3)}	\$19.38 per ton	\$19.38 per ton

- (1) Early Prepayment Discount Gross-Up (4% gross-up)
- (2) Not including billing charge of \$2.55 per account (FY24)
- (3) Total assessment will be based on per ton assessment multiplied by the category generation factor



Lee County
Southwest Florida

Board of County Commissioners

Mr. Scott Krawczuk
City of Sanibel
Approved FY24 Solid Waste Rates
June 7, 2023
Page 2

The County continually looks for new opportunities to provide efficiencies within the entire solid waste system. We will keep City staff apprised of our continuing projects.

If you have any questions regarding these proposed disposal and assessment rates, please contact me at 533-8000.

Sincerely,

Douglass Whitehead, Director
Solid Waste Department

cc: Christine Brady, Assistant County Manager
Amanda Swindle, Assistant County Attorney
Larry Berg, Sr. District Manager, Waste Management

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
Recyclables	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____
Total Annual Residential Collection Price \$_____					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

**ALTERNATE BID ITEM NO. 1
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
<u>Recyclables</u>	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____
Total Annual Residential Collection Price \$_____					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

**ALTERNATE BID ITEM NO. 2
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$ _____ X		52	=	\$ _____
Recyclables	\$ _____ X		52	=	\$ _____
Horticulture	\$ _____ X		52	=	\$ _____
Billing Charge (Annual)				=	\$ _____
Total Annual Residential Collection Price \$ _____					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ _____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ _____
Recyclables	\$ _____
Horticulture	\$ _____

- Unbundled Horticultural Collection = \$ _____ per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.

**ALTERNATE BID ITEM NO. 3
CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection except for horticulture that shall be limited to 10 (ten) bags, bundles and/or barrels for residential weekly maximum collection volume)

Contractor shall provide 64-gallon carts with wheels and lids for recyclable storage and collection for each residential customer. This shall convert recyclables service to an automated system/service.

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$_____ X		52	=	\$_____
Recyclables	\$_____ X		52	=	\$_____
Horticulture	\$_____ X		52	=	\$_____
Billing Charge (Annual)				=	\$_____

Total Annual Residential Collection Price \$_____

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard

⁽¹⁾Number of cans/bags/items is unrestricted except for horticulture. Does not include disposal costs. Garbage collection includes bulky waste, white goods and electronics collection provisions at no charge.



INVOICE

Customer ID:

20-18304-42375

Customer Name:

CITY OF SANIBEL

Service Period:

03/01/24-03/31/24

Invoice Date:

03/29/2024

Invoice Number:

0094353-4028-7

Access Your Account

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Your Payment is Due

Due Upon Receipt

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$91,021.03

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
91,115.07		(93,636.56)		0.00		93,542.52		91,021.03

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 20-18304-42375**
Municipal Sanibel City Of, All Streets, Sanibel FL 33957

Description	Date	Ticket	Quantity	Amount
Recycle Bin Service 1X Week ONE ROUTE RCY	03/01/24		3922.00	14,825.16
Curb Service - Green Waste	03/01/24		3922.00	31,885.86
Curb Service - Green Waste	03/01/24		42.00	372.12
Carry Out Service 1X Week	03/01/24		42.00	1,008.42
Disposal	03/01/24		1.00	(6,778.44)
Franchise Fee Flat	03/01/24		1.00	(17,702.20)
Recycle Carry Out Service 1X Week	03/01/24		42.00	268.38
32 Gallon Toter ONE ROUTE MSW	03/01/24		3922.00	69,654.72
Administrative Charge				8.50
Total Current Charges				93,542.52

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



DO NOT SENT PAYMENTS HERE.
 ADS SOLID WASTE SOUTHEAST, INC.
 WM OF FT MYERS
 PO BOX 3020
 MONROE, WI 53566-8320

Invoice Date	Invoice Number	Customer ID (Include with your payment)
03/29/2024	0094353-4028-7	20-18304-42375
Payment Terms	Total Due	Amount
Due Upon Receipt	\$91,021.03	

4028000201830442375000943530000935425200009102103 6

1029063

CITY OF SANIBEL
800 DUNLOP RD
ATTN: FINANCE
SANIBEL FL 33957-4021

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 4647
CAROL STREAM, IL 60197-4647





**EXHIBIT A
FISCAL YEAR 2023/2024 SOLID WASTE RATES**

ANNUAL RESIDENTIAL GARBAGE/VEGETATION/RECYCLING RATES⁽¹⁾

Curbside Collection

Collection Costs (Garbage & Veg.)	\$	187.08
Collection Costs (Recycling)	\$	44.84
Disposal Costs (Landfill/Surcharge)	\$	88.56
Disposal Costs (Vegetation)	\$	32.86
Administrative Charge	\$	16.10
Total Annual Rate	\$	369.44

House Collection⁽²⁾

Collection Costs (Garbage & Veg.)	\$	269.80
Collection Costs (Recycling)	\$	75.76
Disposal Costs (Landfill/Surcharge)	\$	88.56
Disposal Costs (Vegetation)	\$	32.86
Administrative Charge	\$	20.84
Total Annual Rate	\$	487.82

Optional second weekly garbage collection rate: \$6.94 per week (this rate is prorated per week for the subscription period, minimum subscription period of 6 months).

MONTHLY COMMERCIAL CAN CURB SERVICE SOLID WASTE RATES⁽³⁾ (Based on 48.5 lbs./can)
(1 Can = 64 Gallons)

Twice Weekly Can Service

Collection Costs	\$	128.40
Disposal Costs	\$	21.89
Total Monthly Rate	\$	150.29

Once Weekly Can Service

Collection Costs	\$	75.44
Disposal Costs	\$	10.95
Total Monthly Rate	\$	86.39

Extra Pick-up Charge per Can = \$ 27.80

	1 Can	2 Cans	3 Cans	4 Cans	5 Cans	6 Cans
2 X Week	\$ 150.29	\$ 300.58	\$ 450.87	\$ 601.16	\$ 751.45	\$ 901.74
1 X Week	\$ 86.39	\$ 172.78	\$ 259.17	\$ 345.56	\$ 431.95	\$ 518.34

MONTHLY COMMERCIAL CAN CURB SERVICE VEGETATION RATES⁽³⁾ (Based on 44.4 lbs./can)
(1 Can = 64 Gallons)

Twice Weekly Can Service		Once Weekly Can Service	
Collection Costs	\$ 110.81	Collection Costs	\$ 73.89
Disposal Costs	\$ 7.44	Disposal Costs	\$ 3.72
Total Monthly Rate	\$ 118.25	Total Monthly Rate	\$ 77.61

Extra Pick-up Charge per Can = \$26.13

	1 Can	2 Cans	3 Cans	4 Cans	5 Cans	6 Cans
2 X Week	\$ 118.25	\$ 236.50	\$ 354.75	\$ 473.00	\$ 591.25	\$ 709.50
1 X Week	\$ 77.61	\$ 155.22	\$ 232.83	\$ 310.44	\$ 388.05	\$ 465.66

¹ Rates based on service three times a week, one for regular trash, one for vegetative debris and one for recycling. Regular trash service includes collection of white goods (appliances) and bulky goods (furniture) at no additional charge. Also based on an average yearly production rate of 1.64 tons per home, and a composition rate of 50% solid waste, 50% vegetation (based on 0.85 tons/year/home of solid waste; 0.85 tons/year/home of vegetation).

² House (back door) collection includes back door collection service for solid waste and recycling only, vegetation collection is available as a curbside service only.

³ Rates based on bid prices for current fiscal year, 15% franchise fee & \$31/ton disposal surcharge for garbage.

MONTHLY COMMERCIAL CAN BACK DOOR SERVICE SOLID WASTE RATES (Based on 48.5 Lbs. / can)
(1 Can = 64 Gallons)

Twice Weekly Can Service		Once Weekly Can Service	
Collection Costs	\$ 199.27	Collection Costs	\$ 110.87
Disposal Costs	\$ 21.89	Disposal Costs	\$ 10.95
Total Monthly Rate	\$ 221.16	Total Monthly Rate	\$ 121.82

Extra Pick-up Charge per Can = \$10.71

	1 Can	2 Cans	3 Cans	4 Cans	5 Cans	6 Cans
2 X Week	\$ 221.16	\$ 442.32	\$ 663.48	\$ 884.64	\$ 1,105.80	\$ 1,326.96
1 X Week	\$ 121.82	\$ 243.64	\$ 365.46	\$ 487.28	\$ 609.10	\$ 730.92

MONTHLY COMMERCIAL CAN BACK DOOR SERVICE VEGETATION RATES (Based on 44.4 lbs/can)

Twice Weekly Can Service			Once Weekly Can Service		
Collection Costs	\$	181.68	Collection Costs	\$	109.33
Disposal Costs	\$	7.44	Disposal Costs	\$	3.72
Total Monthly Rate	\$	189.12	Total Monthly Rate	\$	113.05

Extra Pick-up Charge per Can = \$9.04

	1 Can	2 Cans	3 Cans	4 Cans	5 Cans	6 Cans
2 X Week	\$ 189.12	\$ 378.24	\$ 567.36	\$ 756.48	\$ 945.60	\$ 1,134.72
1 X Week	\$ 113.05	\$ 226.10	\$ 339.15	\$ 452.20	\$ 565.25	\$ 678.30

COMMERCIAL SOLID WASTE CUBIC YARD RATES (Based on 153 lbs. per cubic yard; disposal cost / cubic yard = \$3.84 with no franchise fee)

**MONTHLY COMMERCIAL SOLID WASTE CUBIC YARD RATES
EQUIPMENT CHARGES INCLUDED**

CONTAINER SIZE	MONTHLY EQUIPMENT CHARGE	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	EXTRA DUMP
2.00 YARD	\$ 6.00	\$ 150.35	\$ 293.64	\$ 436.93	\$ 580.24	\$ 723.53	\$ 866.81	\$ 53.00
4.00 YARD	\$ 8.00	\$ 295.99	\$ 582.59	\$ 869.16	\$ 1,155.75	\$ 1,442.34	\$ 1,728.93	\$ 106.01
6.00 YARD	\$ 10.00	\$ 422.25	\$ 832.74	\$ 1,243.22	\$ 1,653.72	\$ 2,064.19	\$ 2,474.68	\$ 159.01
8.00 YARD	\$ 12.00	\$ 535.31	\$ 1,056.47	\$ 1,577.66	\$ 2,098.84	\$ 2,620.02	\$ 3,141.20	\$ 189.71
ROLL OUT		\$ 7.43	\$ 14.86	\$ 22.29	\$ 29.72	\$ 37.15	\$ 44.58	

COMMERCIAL VEGETATION CUBIC YARD RATES (Based on 140 lbs. per cubic yard; disposal cost/cubic yard = \$1.78 w/no franchise fee)

**MONTHLY COMMERCIAL VEGETATION CUBIC YARD RATES
EQUIPMENT CHARGES INCLUDED**

CONTAINER SIZE	MONTHLY EQUIPMENT CHARGE	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	EXTRA DUMP
2.00 YARD	\$6.00	\$ 105.64	\$ 204.20	\$ 302.78	\$ 401.34	\$ 499.92	\$ 598.48	\$ 42.58
4.00 YARD	\$8.00	\$ 206.55	\$ 403.69	\$ 600.84	\$ 797.98	\$ 995.13	\$ 1,192.27	\$ 85.16
6.00 YARD	\$10.00	\$ 287.96	\$ 564.15	\$ 840.35	\$ 1,116.54	\$ 1,392.74	\$ 1,668.93	\$ 127.74
8.00 YARD	\$12.00	\$ 356.22	\$ 698.32	\$ 1,040.42	\$ 1,382.53	\$ 1,724.62	\$ 2,066.73	\$ 148.01

ROLL-OFF RATES/CONSTRUCTION CONTAINERS

(No Franchise Fee or Disposal Fee)

Per Dump Rate	\$	366.47
Per Ton Disposal Rate/Solid Waste	\$	63.56
Per Ton Disposal Rate/Vegetation	\$	32.86

MONTHLY COMMERCIAL SOLID WASTE COMPACTOR RATES (Compaction Rate = 4:1)

CONTAINER SIZE	MONTHLY EQUIPMENT CHARGE *	1 X WK	2 X WK	3 X WK	4 X WK	5 X WK	6 X WK	EXTRA DUMP
4.00 YARD	\$490.00	\$ 1,003.45	\$ 2,006.90	\$ 3,010.35	\$ 4,013.80	\$ 5,017.25	\$ 6,020.70	\$ 285.12
6.00 YARD	\$540.00	\$ 1,446.42	\$ 2,892.84	\$ 4,339.26	\$ 5,785.68	\$ 7,232.10	\$ 8,678.52	\$ 409.84
8.00 YARD	\$580.00	\$ 1,850.15	\$ 3,700.30	\$ 5,550.45	\$ 7,400.60	\$ 9,250.75	\$ 11,100.90	\$ 512.25

* These are maximum rates that can be negotiated

RECYCLING RATES

RESIDENTIAL CURBSIDE RECYCLING PROGRAM RATE

- ◆ Advanced Disposal Services agrees to continue to operate the Sanibel residential curbside-recycling program under the terms and conditions as directed by the City.

CONDOMINIUM RECYCLING PROGRAM RATES (5 UNITS OR MORE)

- ◆ Condominiums will not be charged for recycling.

COMMERCIAL/MULTI-FAMILY RECYCLING PROGRAM RATES:

- ◆ Commercial Cardboard Monthly Rates:

CONTAINER SIZE	1 X WK	2 X WK	EXTRA DUMP
4.00 YARD	\$ 103.08	\$ 206.16	\$ 74.34
6.00 YARD	\$ 154.61	\$ 309.22	\$ 111.51
8.00 YARD	\$ 206.15	\$ 412.30	\$ 126.36

- ◆ Commercial Mixed Recyclable Monthly Rates:

Option 1: 96-gallon toter containers: \$32.86 per toter per month with one collection per week.

Option 2: 18-gallon bins: \$7.08 per bin per month with one collection per week.

Option 3: Portable rack system: Negotiable

City will provide one 18-gallon recycling container to commercial customers. All other container costs will be the responsibility of the commercial customer at cost.

MISCELLANEOUS CHARGES

SPECIAL/EXTRA PICK-UPS

- ◆ Arrangements for special pick-ups must be called into Advanced Disposal's office in advance.
- ◆ Unbundled curbside vegetation collection for residential customers will be provided at: \$25.01 per cubic yard, including disposal.
- ◆ Unbundled vegetation collection for commercial customers will be provided at: \$25.01 per cubic yard, including disposal.
- ◆ Commercial customer white goods: \$37.16 per item.
- ◆ Commercial customer bulky goods: \$22.31 per cubic yard.

OTHER

- ◆ A \$25.00 per ton City solid waste disposal surcharge has been included in the above rates. Advanced Disposal Services will return to the City \$25.00 per ton of commercial solid waste collected on Sanibel based on actual tonnage generated monthly. Surcharge on residential solid waste will be collected by the City through the solid waste assessment on the annual tax bill.