

**MUNICIPAL SOLID WASTE  
PREFERRED SERVICE AGREEMENT**

THIS SERVICE AGREEMENT made and entered (the "Agreement"), on this day, June 9 2022, by and between Georgia Waste Systems, LLC ("Service Provider") and DoubleGate Homeowners Association ("HOA" or "subdivision").

**WITNESSETH:**

**WHEREAS** Service Provider currently operates a solid waste collection and hauling business: and

**WHEREAS** Colleen Curran is the authorized representative of DoubleGate Homeowners Association – consisting of 437 homes (the resident of each home hereinafter to as the "Customer"); and

**WHEREAS** the Parties are desirous of entering a Preferred hauler agreement whereby Service Provider provides services outlined in Exhibit A. Service Provider shall be the Preferred hauler in the above referenced subdivision.

**NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND BENEFITS**, the Parties further agree as follows:

1. **TERM.** The initial term of this agreement is 36 months commencing **August 1, 2022**. This agreement shall automatically renew on a month-to-month basis under the existing contract terms until either party gives 30 days prior written notice to the other party.
  - a. **Participation:** HOA agrees to maintain an 80% participation level or better to qualify for the special pricing shown in Section 5a. Service Provider will allow a 12-month "ramp up" period for HOA to achieve the minimum participation level. The 12-month period will begin on the effective date of the signed agreement. In the event the minimum participation levels are not achieved during the 12-month ramp up time-period, the new Rate starting in year two shall be in effect as described herein section 5b.
2. **SERVICE GUARANTEE.** If the Service Provider fails to perform the services described within five business days of its receipt of a written demand (via certified mail) from HOA, HOA may terminate this agreement with no penalty. In the event Service Provider identifies a safety related issue with respect to the provision of services that the HOA is either unable or unwilling to resolve, Service Provider may terminate this agreement without penalty by providing at least 5 days' written notice (via certified mail) to HOA.
3. **SERVICES RENDERED.** Customer grants to the undersigned Service Provider the right to collect and dispose of waste materials (limited to MSW, Recycling, Yard Waste) to individually billed residents of the HOA. Service Provider shall agree to remit a quarterly invoice to residents for all services provided to residents. Service Provider agrees to furnish such services and equipment specified above all in accordance with the terms of this Agreement. HOA is not responsible for items disposed of by individual residents.

Service Provider may reduce recycling collection to every other week at the rates reflected on Exhibit A. In the event the HOA does not agree to every other week recycling collection, the HOA may terminate this service agreement with at least a thirty (30) day written notice to Service Provider within six (6) months of this service adjustment or continue this service agreement without any level of recycling collection.

- a. All household trash, recycling and yard waste must be at curbside by 6:00 a.m. on the scheduled collection day.
- b. Service Provider shall provide One ninety-six (96) gallon cart for curbside household trash and yard waste and one ninety-six (96) gallon cart for recycling. All trash/yard waste must be bagged and fit inside the cart. Additional carts may be obtained from the service provider at the charges set forth in Exhibit A.
- c. **Recycling:** Service Provider will accept plastic types one through seven (1-7), paper (including newspaper, magazines, office paper, envelopes), carton board (cereal boxes, shoeboxes), corrugated boxes, tin, and aluminum cans. Please rinse all containers before pick-up. Glass is not a recyclable item and must be disposed of as household waste.

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- d. Service Provider will provide trash and recycling services to the common areas such as pool, tennis, and clubhouse at no additional charge. This service includes a total of six carts of the customers choosing. Additional carts may be obtained from Service Provider at the charges set forth in Exhibit A.
- e. Hazardous wastes, bulky waste, appliances, body wastes, abandoned vehicles, vehicle parts, construction debris, tires, batteries, containers with free liquids, large equipment and parts, and dead animals will not be collected by Service Provider under the terms of this Agreement.
- f. Service Provider will provide a once-monthly curbside bulk items removal at no additional charge. Limit one item per month, per household. Customers must schedule with Service Provider in advance of pick up.
- g. This proposal is valid if signed and returned by: 06/30/2022

#### 4. RATES AND PAYMENTS.

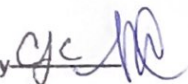
- a. Service Rate – See Exhibit A for per month per home trash, recycling, and yard debris service rates.
- b. If the agreed upon participation level outlined in section 1a of this agreement is not achieved by the end of 12-month ramp up period, the new rate starting in year two of this agreement is outlined in Exhibit A for applicable services per month per home for trash, recycling, and yard debris service.
- c. Rates will be held firm for the first 12-month period with an 8% annual price increase for years thereafter.
- d. HOA assumes full responsibility for informing current and future resident of the existing agreement with Service Provider. New customers must call (404) 794-6707 and reference they live in DoubleGate HOA to receive the contracted rate.
- e. Service Provider shall be entitled to an increase in compensation to offset any increase in disposal, transportation, processing, and/or fuel costs or fees should it pay such fees. Documentation of such increases shall be submitted to the HOA at its request. Service Provider also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if it becomes necessary to use an alternate transfer station, processing facility, or landfill. In addition, in the event Service Provider becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection, processing or disposal of the materials collected under this agreement, such tax or surcharge shall be the responsibility of the HOA to be paid along with Service Provider's normal monthly compensation. If the HOA rejects such increases, the HOA or Service Provider can terminate agreement with 90 days' notice.

#### 5. EQUIPMENT AND SERVICE:

- (a) **Responsibility.** The equipment furnished hereunder by the Service Provider shall remain the property of Service Provider.
- (b) **Access.** The HOA agrees to provide unobstructed access to the equipment referenced in section 4.e. on the scheduled collection day. If the equipment is inaccessible, trash removal will be completed on the next scheduled service day. If the HOA requires service before the next service date, Service Provider reserves the right to charge an additional fee.
- (c) **Uncontrollable Events.** Neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether foreseeable, including, but not limited to, severe weather, strikes, labor trouble, pandemic, epidemic, riots, imposition of laws or government orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events.

If signed agreement is received on or before the 5<sup>th</sup> of the month, new pricing will begin the 1<sup>st</sup> of the following month. If the signed agreement is received after the 5<sup>th</sup> of the month, new pricing will begin the 1<sup>st</sup> of the month two months out from date signed agreement is returned.

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After the signed agreement is returned to Service Provider, Service Provider will need five business days to process agreement and to notify our Customer Service Center. Depending on number of Service Provider customers currently in HOA, it may take 2 to 3 weeks to have all accounts corrected and credited.

Total number of homes: 437  
 Current number of WM customers: 374

Name of HOA: DoubleGate  
 Zip Code: 30022 County: Fulton Service District: 731/Alpharetta Hauling  
 HOA Representative: Colleen Curran/President\_hoa@doublegate.net/678-575-0936  
 So, agreed this day.

Sales Rep ID 222567

Exhibit A – Monthly Rates\*

Service Code	Description	Year 1 Rate per Month	Year 2 Rate if Participation Not Met
96T	96-Gal Cart – 1x week Trash/Yard Waste Curbside	\$18.00	\$20.41
96Y	96-Gal Cart – 1x week Recycle Curbside (Optional)	\$8.00	\$8.64
9AR	Extra Cart - Trash	\$12.00	\$12.96
96>	Extra Cart – Recycle	\$8.00	\$8.64

\* 10% Fuel surcharge will be charged on these base rates as adjusted pursuant to Section 5 of this Agreement.

SERVICE PROVIDER

HOMEOWNERS ASSOCIATION

Name LISA CAVINESS Colleen J Curran  
 Title HOA SALES SPECIALIST President, DoubleGate HOA

Contact # 678-575-0936

Signature [Signature] Date: 6/9/22 Signature [Signature] Date: 6/9/22

Initialed by [Signature]