



CITY OF PORT ST. LUCIE
Office of the City Manager

RUSS BLACKBURN
City Manager

Delivered by email to kbanasiak@wasteprousa.com

June 18, 2021

Mr. Keith Banasiak
COO & Senior Vice President
WastePro USA, Inc.
2101 W. State Road 434, Suite 305
Longwood, FL 32779-5053

Re: City of Port St. Lucie Performance Issues

Dear Mr. Banasiak:

This letter is being sent to you, in your capacity as Chief Operating Officer of WastePro USA, Inc., to notify you of our initiation of terms outlined in Section 9.4 of the City of Port St. Lucie's contract with your firm for Collection of Solid Waste and Recyclable Materials.

Section 9.4 of the contract states:

FAILURE TO MAINTAIN SCHEDULES

If at any time during the life of the Agreement, performance satisfactory to the Director shall not have been made, the Contractor upon notification of the Director shall increase the force, tools, and equipment as needed to perform this Agreement properly. If within twenty-four (24) hours of the Director's notification, the Contractor shall fail to take measures as needed to perform the Agreement, the City may elect to temporarily hire equipment and manpower in order to restore the level of service to an acceptable level. The City may claim reimbursement of all costs incurred hereunder from the Contractor's surety. The failure of the Director to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified by this Agreement.

In accordance with this provision, the City is hereby providing notice to WastePro of its expectation that WastePro formulate a plan to "increase the force, tools, and equipment as needed to perform this Agreement properly".. Although the contract language specifies that WastePro shall take measures as needed to perform the Agreement within 24 hours, WastePro shall provide the plan regarding additional force, tools and equipment needed to perform the Agreement to the City within seven (7) days of receipt of this letter. If WastePro is unable to meet the service level expectation set out in our Agreement, the City may proceed with seeking additional service assistance from other vendors, may seek reimbursement through WastePro's surety, per the terms of our Agreement, or may seek remedies pursuant to Section 45 of the Agreement.

If another contractor is hired to support services, it will be done to guarantee service delivery for yard waste pickup and will be coordinated through the City's Neighborhood Services Department with your Regional Manager, Mr. Russell Mackie.

Please acknowledge receipt of this letter, and feel free to contact our Neighborhood Services Director, Mr. Carmen Capezzuto with any questions.

Sincerely,

Russ Blackburn, ICMA-CM
City Manager
City of Port St. Lucie, Florida

CC: Sean Jennings, President & CEO, WastePro, USA Inc. (sjennings@wasteprousa.com)
Russell Mackie, Regional Vice President, WastePro, USA Inc. (rmackie@wasteprousa.com)