

ORDINANCE NO. 153

ORDINANCE OF TOWN OF CINCO BAYOU, FLORIDA, GRANTING AN EXCLUSIVE FRANCHISE TO ENVIRONMENTAL WASTE SYSTEMS, TO OPERATE AND MAINTAIN SANITARY SERVICE FOR COLLECTION AND DISPOSAL OF GARBAGE WITHIN THE MUNICIPAL LIMITS; PROVIDING FOR A TERM OF THREE YEARS; PROVIDING FOR AUTOMATIC RENEWAL; PROVIDING FOR RATE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL SERVICES, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the Town Council has studied and considered the proposal of Environmental Waste Systems to extend that franchise granted under Ordinance 138 and to provide garbage collection and disposal services within the Town; and

WHEREAS, the Town Council has found the past performance of Environmental Waste Systems to meet or exceed all of the requirements of the previous agreement as set forth in Ordinance 138; and

WHEREAS, the Town Council has determined that it is in the best interest of the public to grant an exclusive franchise to its garbage contractor in order to provide garbage and trash service at reasonable rates to the residents and businesses of the Town of Cinco Bayou, Florida, and to produce the volume of customers to the contractor and to enable the contractor to economically and adequately perform services at the rate specified with a reasonable profit to the contractor;

NOW, THEREFORE, upon motion duly made, seconded and carried, the following ordinance was adopted by the Town Council of the Town of Cinco Bayou, Florida.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA AS FOLLOWS:

Section 1. That the Town Council of the Town of Cinco Bayou, Florida, hereinafter called "Town", does hereby grant to Environmental Waste Systems, hereinafter called "Contractor", the right, privilege, easement and exclusive franchise to operate the sanitary garbage service for the collection and disposal of residential, commercial and industrial (roll-off) garbage, trash and yard waste within the corporate limits of the Town.

Section 2. Contractor shall collect and haul for hire all garbage, trash and yard waste as hereinafter defined, including residential, commercial, and industrial, from any person, partnership, association, or corporation within the corporate limits of the Town after receipt of a request for such service.

Section 3. Definitions:

- a. Garbage: All solid and semi-solid kitchen refuse, subject to decay or putrefaction, and all waste of animal or vegetable matter which was intended to be used a food and by-products of the preparation and packaging of such foods, and other waste materials generally, including articles ordinarily and customarily hauled away and dumped.
- b. Trash: Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cardboard, crockery and other such items not normally generated in the daily upkeep and maintenance of the inside of a dwelling or business.
- c. Yard Waste: Grass trimmings, cuttings, leaves, branches and other similar materials.

d. Industrial Pick-Up: The disposal of solid waste or trash accomplished through the use of "Roll-off" containers requested by a customer or required for certain projects by the Contractor.

Section 4. Contractor will make twice weekly collection of garbage and trash throughout the corporate limits of the Town on a scheduled basis, i.e. Tuesday and Friday. Contractor shall pick up containers containing household waste at the back, side or front of each residence, with the provision that such garbage container shall not be located under or in a carport or garage or behind a fence or such enclosure, unless prior written agreement is made between the Contractor and the customer. Yard Waste shall be weekly on Wednesday. Yard waste items, grass clippings, leaves, tree trimmings, branches and limbs, must be placed curbside for pick-up. Tree trimmings, branches and limbs shall be cut in 3 to 4 foot lengths and tied in manageable bundles. Yard waste will be picked up from tag and bag customers only, hence a can with a tag or a EWS bag must be placed with the yard waste items.

Section 5. Residential garbage and trash collection under this franchise shall be accomplished by using a "tag and bag" system. This system provides that upon payment for service, the customer will be provided four (4) color-coded tags to affix to four (4) garbage and trash containers they intend to use. When cans are used as receptacles for garbage or trash they must be either a standard 30 gallon, galvanized, plastic or aluminum can with lids and must be in reasonable good condition. Those cans

termed "G.I. cans" are specifically excluded. Contractor shall not be responsible for pick-up of any can that does not meet the foregoing specifications. Contractor shall remove three (3) or four (4) containers, with color-coded tags affixed, of garbage and trash per pick-up day. Only those containers with tags will be picked up by the Contractor. Tags will be changed in color for different quarters of the year.

Should a customer require more service than eight (8) containers per week, this can be accomplished by purchasing bags provided by Environmental Waste Systems. These bags will also be color-coded with Environmental Waste Systems printed on the bags, The cost of the bag will include the cost of disposal of the garbage and/or trash. These bags may be purchased at the Cinco Bayou Town Hall or at the offices of Environmental Waste Systems. It is understood that any garbage and trash over the four (4) tagged containers, two (2) times per week limit must be in bags provided by the Contractor.

Should it occur that a customer does not generate four (4) containers of garbage and trash, per pick-up, there shall be an allowance to drop the number of tags to three (3) per quarter. The minimum number of tags that can be purchased will be three (3). The rate schedule for these services is provided in Section 6 herein.

Section 6. The rate structure for all services rendered under this franchise shall be as follows:

RESIDENTIAL

3-Tag Service	\$4.77 per month plus county imposed land-fill charges
4-Tag Service	\$6.35 per month plus county imposed land-fill charges
Individual Bag Service	\$1.00 per bag

COMMERCIAL RATE - (HAULING CHARGE ONLY)

Pick-ups per Week	Container Size			
	2 yd.	4 yd.	6 yd.	8 yd.
1	\$ 24.99	\$ 40.72	\$ 49.80	\$ 58.27
2	45.56	61.90	76.42	98.20
3	61.90	82.63	106.06	139.22
4	78.23	104.85	140.55	179.73
5	95.17	126.03	169.59	219.80
6	112.11	147.20	193.90	259.40

NOTE: ABOVE RATES DO NOT INCLUDE COUNTY IMPOSED LAND-FILL CHARGES

INDUSTRIAL

Rates to be set by Contractor/Customer.

Section 7. Payment for Services.

(a) Payment for residential sanitation services provided by the Contractor shall be on a quarterly basis with the exception of bag service which is on a pay as needed basis. All payments are due by the tenth (10th) of the first month of each new quarter. Services will not be provided to any customer who does not display the new quarters can tag by the tenth (10th) of each new quarter. Service renewal will be the responsibility of each customer as no billing statements will be mailed.

(b) The Contractor is authorized to negotiate and enter into written commercial sanitation services contracts with those customers within the corporate limits of the Town who desire

commercial services. It shall be left to the discretion of the contractor and the customer to agree upon payment times and methods and additionally to establish any other terms and conditions under the written contracts as they may desire. Notwithstanding the foregoing, the commercial rate for container service shall be in accordance with the schedule as set forth under Section 6 of this ordinance as adopted by the Town Council. The contractor is expressly granted the authority to enforce the terms and conditions of the written commercial contracts notwithstanding anything in this ordinance to the contrary.

(c) Payments for industrial sanitation services shall be arranged between the Contractor and the customer.

Section 8. Residential rates are fixed for the three (3) year term of this franchise. The Contractor shall have the right to request a modification in the commercial rates on the first and second anniversaries of the effective date of this franchise. Such modification is at the sole discretion of the Town Council.

Section 9. Any and all landfill fees imposed by Okaloosa County shall be paid by the customer and will be added to the established franchise rates provided in Section 6 of this franchise for collection purposes.

Section 10. In the event the Contractor fails to pick up the residential customer's garbage during each regularly scheduled pick-up day, then upon notification by the residential customer Contractor shall return and pick up such garbage within twenty-four (24) hours from such notification.

Section 11. Contractor shall maintain an office at 108 Hill Avenue, Ft. Walton Beach Industrial Park, Ft. Walton Beach, Florida, with office hours from 8:00 A.M. to 5:00 P.M. weekdays, and 8:00 A.M. to 4:00 P.M. on Saturdays, where customers may come in purchase tags and/bags. The mailing address for Environmental Waste Systems is Post Office Drawer 929, Mary Esther, Florida 32569. Additionally, customers may purchase their quarterly tags and/or bags at the Cinco Bayou Town Hall during regular business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday.

Section 12. The Contractor shall provide and keep in force a comprehensive general public liability and public damage insurance policy providing public liability coverage for not less than \$1,000,000.00 for each person, not less than \$3,000,000.00 for each accident, and property damage coverage of not less than \$1,000,000.00, and the Contractor shall show proof of the same by furnishing the Town with a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and acceptable to the Town. There shall also be an endorsement on the policy obligating the insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 13. Contractor shall carry workmen's compensation insurance on all employees and show proof of insurance by furnishing the Town a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and shall also carry an endorsement obligating the

insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 14. The Contractor shall expressly hold the Town Council of the Town of Cinco Bayou, the members thereof, and the Town of Cinco Bayou, Florida, harmless from payment of any compensation or damages resulting from the exercise of this franchise and the operation of the sanitary garbage service provided hereunder.

Section 15. Contractor shall not sell, assign or transfer his franchise without first obtaining the written approval of the Town Council of the Town of Cinco Bayou, Florida. Contractor's vehicles and other equipment must conform to the regulations of the Motor Vehicle Code and Sanitary Code of Florida.

Section 17. Any person now or hereafter owning or occupying any premises within the municipality shall not be required to contract with the Contractor, but shall be authorized to dispose of garbage and trash in any lawful manner so long as such disposal is not accomplished through the services of a competing contractor.

Section 18. Contractor shall provide at no expense to the Town, trash storage containers and pick-up service for a planned annual Town Spring and Fall Cleanup. The Spring and Fall Cleanup days will be designated by the Town Council and coordinated with the Contractor.

Section 19. The Contractor shall provide sanitation services

for the Cinco Bayou Town Hall at no charge. Such services shall be performed on the same schedule as provided for residential customers and shall include both garbage and trash pick-up.

Section 20. The term of the franchise granted herein shall commence on July 1, 1993 conditional upon acceptance by Contractor and shall extend for a period of three (3) years. The term of this contract shall be renewed for additional terms of three (3) years each commencing at the end of the initial term, unless the Town notifies the Contractor in writing, sixty (60) days prior to the expiration of the initial term or any extension thereof, of its intent not to renew the franchise. The Contractor shall be required to notify the Town, in writing, sixty (60) days prior to the end of the initial term, or any extension thereof, of its intent not to renew the franchise.



ADOPTED this 1st day of JUNE, 1993.

APPROVED: Charles R. Laginess
MAYOR

ATTEST:

Ann B. Boudier
Town Manager/Clerk