



2019 SPECIAL WASTE HAULING PERMIT APPLICATION

Business Name: Seaside Sanitation

Owner's Name: Republic Services of Florida LP

Business Location:

8608 Arcola Ave, Hudson FL 34667

Mailing Address: Same

Telephone Number: (727) 868-2566

Emergency Number: (248) 212-5738 - Terrance Dotson - Division Manager

Branch locations: N/A

If a Corporation, the names and addresses of Officers:

~~Attached~~

Don Slager, President and Chief Executive Officer - 18500 N. Allied Way, Phoenix, AZ, 85054

Glenn Culpepper, EVP, CFO - 18500 N. Allied Way, Phoenix, AZ 85054

Rob Maruster, EVP, COO - 18500 N. Allied Way, Phoenix, AZ, 85054
(Continue on separate sheet, if necessary)

Mailing address of Corporation: 18500 N. Allied Way, Phoenix, AZ 85054

Manager's Mailing Address: 8608 Arcola Ave. Hudson, FL 34667

Manager's e-mail Address: Hpeterson@republicservices.com

Full description of each vehicle and all equipment to be used for collections:

Attached

The following information must accompany this application:

1. Written permission from the proper governing body to use the disposal site (Pasco County Landfill).
2. Name, address, age and exact duties of all employees who will be working within the city limits.
3. The number of accounts served, including any you plan to contract with, and a breakdown by classification as to whether residential, commercial or industrial accounts.
4. A complete rate schedule along with a statement by the applicant that any change in rates will be filed with the City Clerk at least 30 days prior to effective date of change.
5. A statement by the applicant that collection of garbage, trash and refuse shall be available for each account at frequency of no less than two (2) times per week, at intervals of not less than three (3) calendar days between collections or at such other frequencies and intervals of time as the applicant and the customers shall agree upon.
6. A statement by applicant that all collection equipment shall be of a type generally manufactured for the collection of refuse.
7. Certificate of insurance coverage complying with requirements as set forth in Section 10-42 (4) of New Port Richey City Code Chapter 10, Article II, Division 2, stating that "Such person shall
 - (4) Be insured by a comprehensive liability insurance policy in an amount not less than one hundred thousand dollars (\$100,000.00) per person bodily injury, three hundred thousand dollars (\$300,000.00) per occurrence, and twenty-five thousand (\$25,000.00) property damage per occurrence, and that the employees of such person are properly insured as required by F.S. Chapter 440, and that the insurance shall be evidenced by delivering a certificate of such insurance with the application for such a permit."

8. A permit fee of \$500.00 payable to the City of New Port Richey, Florida.



Signature of Applicant

Howard Peterson
Print Name of Applicant

11-5-18
Date

Attachments: Ordinance No. 2013-2015
Resolution No. 2014-07



REFUSE COLLECTION PERMIT

THIS PERMIT ENTITLES REPUBLIC SERVICES, INC. TO OPERATE A REFUSE COLLECTION BUSINESS IN THE UNINCORPORATED AREAS OF PASCO COUNTY FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2018. PROVIDED THE FOLLOWING SITUATIONS ARE ADHERED TO:

1. LICENSEE SHALL CHANGE THE DESIGNATED DISPOSAL SITE, IF NECESSARY, TO MEET THE REQUIREMENTS OF ANY SUBSEQUENT FLOW CONTROL ORDINANCE OR SPECIAL ACT ENACTED FOR PASCO COUNTY
2. LICENSEE SHALL PROVIDE THEIR CUSTOMERS AND PASCO COUNTY WITH DETAILED INFORMATION PROVIDING JUSTIFICATION FOR ANY COLLECTION CHARGE INCREASES
3. LICENSEE SHALL ABIDE BY ADDITIONAL CONDITIONS, IF ANY, AS STATED IN THE ATTACHED BOARD OF COUNTY COMMISSIONS APPROVED MEMORANDUM.
4. THIS LICENSE SHALL BE SUBJECT TO ANY MODIFICATIONS OF THE LICENSURE REQUIREMENTS AS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS FROM TIME TO TIME

DATED THIS 31 OF December 2017

PUBLIC INFRASTRUCTURE
ADMINISTRATION AND
SUPPORT SERVICES
PASCO COUNTY, FLORIDA
ROBERT J SIGMOND, PUBLIC
INFRASTRUCTURE
ADMINISTRATION AND
SUPPORT SERVICES
DIRECTOR

Republic Services
Unit Selected Data

Report Date: 10/1/2018; Period Start Date: 10/1/2018; Period End Date: 10/31/2018

Unit	Spec - Body Make	Spec - Body Type	Unit Serial Number
1225-3753-1 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2K19SC66M031540
1254-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C089M004487
1255-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C0GM015691
1256-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C2GM015692
1257-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C4GM015693
1258-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C4HM017512
1259-3757 (FEL) 3757SeasideSan	Heil	Commercial - FEL	1M2AV02C6HM017513
2074-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AC07C05M009966
2083-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02CXEM01421
2084-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02COEM011203
2095-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02C2BM007407
2327-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02C19M004170
2328-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02C39M004171
3229-3757 (REL) 3757SeasideSan	McNeilus	Residential - REL	1M2AV02C59M004172
3001-3757 (RIO) 3757SeasideSan	Galbreath	Cable	1M2AX13C1HM039207
3002-3757 (RIO) 3757SeasideSan	Galbreath	Cable	1M2AX13C9HM039214
3090-3753-1 (RIO) 3757SeasideSan	Galbreath	Cable	1M2P267C0VM047606

Dossier Fleet Asset Maintenance Solutions

Pasco Capped Rates - No Fuel/Enviro/Admin Fees

8yd	\$83.00	\$167.00	\$251.00	\$335.00	\$366.00	\$439.00	\$52.00
6yd	\$70.00	\$126.00	\$187.00	\$251.00	\$275.00	\$329.00	\$48.00
4yd	\$52.00	\$94.00	\$142.00	\$187.00	\$209.00	\$251.00	\$34.00
2yd	\$34.00	\$58.00	\$79.00	\$94.00	\$118.00	\$142.00	\$17.00
	1x	2x	3x	4x	5x	6x	EOW

FLS #	Age	Last Name	First Name	Birth Date	Physical Addr Line 1	Physical Addr Line 2	FLS Addr City	FLS Addr State	FLS Addr ZIP
3757	300	Archer	Brian	01/25/2017	8720 Bel Mere Dr		Hudson	FL	34667-6516
3757	300	Basquit	Luis	06/07/2012	3807 Thornbush In		New Port Richey	FL	34655-2923
3757	300	Benton	Thomas	03/01/2018	8231 Fox Hollow Rd		Port Richey	FL	34668-4053
3757	200	Berge	Chris	09/16/2011	16465 Curlew Rd		Brooksville	FL	34614-2041
3757	300	Berge	Christophers	02/09/2018	16465 Curlew Rd		Brooksville	FL	34614-2041
3757	300	Bunge	Devin	12/19/2017	419 E Morgan St		Tarpon Springs	FL	34689-4533
3757	300	Capichano	Danielle	06/13/2018	9251 Mango St		New Port Richey	FL	34654
3757	300	Carter	Denise	11/21/2011	5011 Culbreath Rd		Brooksville	FL	34601-5721
3757	300	Carter	Johnathan	06/02/2012	5011 Culbreath Rd		Brooksville	FL	34601-5721
3757	300	Carter	Jerry	05/25/2016	7160 Lockwood Street		Spring Hill	FL	34606-4221
3757	200	Cuesta	Armando	05/16/2014	5204 Victoria Lane		Holiday	FL	34690-4461
3757	300	Dudley	Emanuel	03/10/2017	4100 Tonga Lane	Apt 1A	New Port Richey	FL	34653-6170
3757	300	Fernandez	Devin	06/27/2018	13951 Heritage Club Dr.		Tampa	FL	33613
3757	300	Fernandez	Jose	04/27/2016	7336 Pond Circle	Apt A	Spring Hill	FL	34606-4257
3757	300	Figuerola	Pedro	02/09/2015	12639 1st Isle	Apt 3	Hudson	FL	34667-1999
3757	300	Garcia	Rafael	07/09/2015	7252 Spring Hill Dr		Spring Hill	FL	34606-5064
3757	200	Germer	Kenneth	10/01/1992	11439 Nature Trail		Port Richey	FL	34668
3757	200	Grant	Alexander	07/06/2009	6624 Marina Pointe Village Ct.		Tampa	FL	33635
3757	300	Green	Maurice	09/26/2018	2230 Nursery Rd.		Clearwater	FL	34764
3757	300	Guilherme	Steven	09/20/2013	5479 Abigail Dr		Spring Hill	FL	34608-1902
3757	300	Hunt	Kyle	02/15/2017	7734 Judith Crescent		Port Richey	FL	34668-1730
3757	200	Johnson	Randy	03/04/1998	4911 Limestone Drive		Port Richey	FL	34668-6404
3757	300	Kocab	Tom	07/11/2018	10451 Abbeville St.		Spring Hill	FL	34608
3757	300	Martinez	Herbert	10/03/2006	7540 Tyson Dr		Port Richey	FL	34668
3757	300	Mercado	Jose	08/17/2017	11330 Rampark Ln		Port Richey	FL	34668-0000
3757	200	Parker	Timothy	08/27/2007	5253 Enfield Ave		Spring Hill	FL	34608
3757	200	Perron	Albert	11/21/2011	9211 Cochise		Port Richey	FL	34668-4949
3757	300	Sanchez	Marvin	08/23/2012	12800 Turnstone Ct		Hudson	FL	34669
3757	300	Schroyer	Cody	02/17/2016	7136 Bimini Dr		Port Richey	FL	34668-5700
3757	300	Sundean	Robert	08/19/2015	5412 Berkley Rd		New Port Richey	FL	34652-1609
3757	300	Turner	Courtney	06/20/2018	19145 Andrea Lynn Lane		Land O Lakes	FL	34638
3757	200	Vigo	Eric	09/20/2013	6088 Nantucket Lane		Spring Hill	FL	34608-1149
3757	200	Villalpando	Mark	06/01/2012	7405 Westwind Dr		Port Richey	FL	34668-3778
3757	100	Vogel	Craig	04/25/2014	1275 Orangeveiw Ln		Holiday	FL	34691-5212
3757	100	Walker	Richard	11/02/2017	13848 Adren Drive		hudson	FL	34667-0000
3757	300	Womack	Jonathan	07/21/2015	17931 Orange Dr.		spring hill	FL	34610
3757	300	Zarett	Joshua	09/12/2018	9005 Hunt Club Lane		Port Richey	FL	34668



5210 West Linebaugh Avenue
Tampa, FL 33624

November 5, 2018

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

RE: 2019 Special Waste Hauling Permit Application

Application Item - 4

Republic Services of Florida, Limited Partnership/Seaside Sanitation states that any change in rates will be filed with the City Clerk at least 30 days prior to effective date of change.

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "HP", written over a white rectangular background.

Howard Peterson
205-354-1102
General Manager
Republic Services of Florida



5210 West Linebaugh Avenue
Tampa, FL 33624

November 5, 2018

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

RE: 2019 Special Waste Hauling Permit Application

Application Item - 5

Republic Services of Florida, Limited Partnership/Seaside Sanitation states that collection of garbage shall be available for each account at frequency of no less than two (2) times per week, at intervals of not less than three (3) calendar days between collections or at such other frequencies and intervals of time as the applicant and the customers shall agree upon.

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "H Peterson".

Howard Peterson
205-354-1102
General Manager
Republic Services of Florida



5210 West Linebaugh Avenue
Tampa, FL 33624

November 5, 2018

City of New Port Richey
5919 Main Street
New Port Richey, FL 34652

RE: 2019 Special Waste Hauling Permit Application

Application Item - 6

Republic Services of Florida, Limited Partnership/Seaside Sanitation states that all collection equipment used to service customers within the City of New Port Richey shall be of a type of the generally manufactured for the collection of refuse.

Thank you for your assistance,

A handwritten signature in black ink, appearing to read "H. Peterson".

Howard Peterson
205-354-1102
General Manager
Republic Services of Florida

Republic Services
Unit Selected Data

Report Date: 10/1/2018; Period Start Date: 10/1/2018; Period End Date: 10/31/2018

Unit	Spec - Body Make	Spec - Body Type	Unit Serial Number
1225-3753-1 (FEL)	Heil	Commercial - FEL	1M2K195C66M031540
3757SeasideSan			
1254-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C89M004487
3757SeasideSan			
1285-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C00GM015691
3757SeasideSan			
1256-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C2GM015692
3757SeasideSan			
1257-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C4GM015693
3757SeasideSan			
1258-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C4HM017512
3757SeasideSan			
1259-3757 (FEL)	Heil	Commercial - FEL	1M2AV02C6HM017513
3757SeasideSan			
2074-3757 (REL)	McNeilus	Residential - REL	1M2AC07C05M009966
3757SeasideSan			
2083-3757 (REL)	McNeilus	Residential - REL	1M2AV02CXEM011421
3757SeasideSan			
2084-3757 (REL)	McNeilus	Residential - REL	1M2AV02C0EM011203
3757SeasideSan			
2095-3757 (REL)	McNeilus	Residential - REL	1M2AV02C2BM007407
3757SeasideSan			
2327-3757 (REL)	McNeilus	Residential - REL	1M2AV02C19M004170
3757SeasideSan			
2328-3757 (REL)	McNeilus	Residential - REL	1M2AV02C39M004171
3757SeasideSan			
2329-3757 (REL)	McNeilus	Residential - REL	1M2AV02C59M004172
3757SeasideSan			
3001-3757 (R/O)	Galbreath	Cable	1M2AX13C11HM039207
3757SeasideSan			
3002-3757 (R/O)	Galbreath	Cable	1M2AX13C91HM039214
3757SeasideSan			
3090-3753-1 (R/O)	Galbreath	Cable	1M2P267C07M047606
3757SeasideSan			

Eastern Standard Time



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD. SCOTTSDALE, AZ 85255	CONTACT NAME: _____ PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certifikateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER A: ACE American Insurance Co.	NAIC #
	INSURER B: Indemnity Insurance Company of NA	22667
	INSURER C: ACE Fire Underwriters	43575
	INSURER D: Illinois Union Insurance Company	20702
	INSURER E:	27960
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1387152** **REVISION NUMBER:** _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G71097171	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25159809	06/30/2018	06/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C6522575A - AOS WLR C65225712 - CA/MA/OR SCF C65225797 - WI WCU C65225670 - OH XS TNS C49167295 - TX NSXS	06/30/2018 06/30/2018 06/30/2018 06/30/2018 06/30/2018	06/30/2019 06/30/2019 06/30/2019 06/30/2019 06/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 3757 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Dba: Seaside Sanitation


CERTIFICATE HOLDER

City of New Port Richey, FL
 5919 Main Street
 New Port Richey, FL 34652-2715
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





AGENCY CUSTOMER ID: _____
 LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC.	
CARRIER See First Page		18500 N. ALLIED WAY	
	NAIC CODE	PHOENIX, AZ 85054	
ADDITIONAL REMARKS		EFFECTIVE DATE:	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.
 Stop gap coverage for ND, WA and WY is covered under policy no. WLR C6522575A and stop gap coverage for OH is covered under policy no. WCU C65225670, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C49167295) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

ORDINANCE NO. 2017-2111

AN ORDINANCE OF THE CITY OF NEW PORT RICHEY, FLORIDA, PROVIDING FOR THE AMENDMENT OF SECTIONS 10-24 AND 10-25 OF THE NEW PORT RICHEY CODE OF ORDINANCES; PERTAINING TO DUTIES OF GARBAGE COLLECTORS AND CUSTOMERS, AND THE HOURS AND DAYS OF GARBAGE COLLECTION IN THE CITY; PROVIDING FOR REQUIRED GARBAGE COLLECTION AGREEMENTS AND REPORTING THEREOF; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, within the City limits of the City of New Port Richey, Florida is a recurring condition which has resulted in uncollected garbage;

WHEREAS, uncollected garbage is a detriment to the public health, safety, welfare and quality of life of the residents of the City;

WHEREAS, it is necessary to ensure that each property owner has entered into an agreement for the disposal of the garbage from said property; and

WHEREAS, it is declared as a matter of legislative determination and public policy that the provisions and prohibitions herein are necessary in the public interest; and it is further declared that the provisions and prohibitions herein are in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life in the City.

NOW, THEREFORE, THE CITY OF NEW PORT RICHEY, FLORIDA HEREBY ORDAINS:

Section 1. Section 10-24 of the Code of Ordinances, pertaining to duties of trash collectors and customers, is hereby amended as follows (strikeout text shows deleted matters, new matters are underlined):

Sec. 10-24. - Duties of collector, customer.

(a) The holder of any special permit as required in section 10-41 shall clean, sweep, collect and remove any garbage, trash, refuse or residue which may be spilled or is scattered, loose or otherwise uncovered at or within the immediate proximity of the garbage cans, trash cans or other containers or packages of garbage, trash or refuse so that upon such collection there shall be no scattered, loose or otherwise uncovered residue of any garbage, trash or refuse at the collection site; provided, that all garbage is enclosed, by the customer, in a garbage can, receptacle, or other waterproof container, and that all trash is properly packaged by the customer.

(b) Each property owner or occupant within the City shall enter into and maintain at all times an agreement with a holder of a special permit as required in section 10-41, providing for the removal and collection of all garbage, trash or refuse from said property in accordance with this chapter. Each holder of a permit required in section 10-41 shall provide a list of all customers serviced by said permit holder pursuant to this chapter to the City's public works department, which shall include the name of each property owner or occupant, the current address thereof and the address of each property serviced by said permit holder. The aforesaid list shall be updated, periodically and no less frequently than once every ninety (90) days.

Section 2. **Section 10-25 of the Code of Ordinances, pertaining to collection hours and days for garbage collection, is hereby amended as follows** (strikeout text shows deleted matters, new matters are underlined):

Sec. 10-25. - Collection hours, days.

Those persons or entities holding a special permit referred to in section 10-41 herein shall only be permitted to collect garbage, trash, refuse and recyclable materials between the hours of 6:00 a.m. and 7:00 p.m. on Mondays and Thursdays within those residential areas of the city where single or multiple family structures exist, and garbage cans for garbage, trash or refuse, or blue bags for recyclable materials, are used. No collection of garbage, trash, refuse or recyclable materials within said residential areas of the city shall be permitted on any other day of the week, except in the event the following holidays fall on a Monday or Thursday:

- (1) New Year's Day,
- (2) Dr. Martin Luther King, Jr. Birthday
- (3) Memorial Day,
- (4) Independence Day,
- (5) Labor Day,
- (6) Veterans' Day,
- (7) Thanksgiving Day,
- (8) Day after Thanksgiving, or
- (9) Christmas Day.

In the event any of the above listed holidays fall on a Monday or Thursday, the holders of the aforesaid special permit referred to in section 10-41 herein shall collect such garbage, trash, refuse or recyclable materials on the holiday or on the day immediately following the holiday.

In those areas where industrial or commercial structures exist, as well as in those residential areas where multiple family structures with proper access to dumpsters exist, the collection of garbage, trash, refuse or recyclable materials may be collected by the holders of the special permit referred to in section 10-41 herein between the hours of 6:00 a.m. and 7:00 p.m. on any day of the week, except Sundays.

Section 3. **Conflict with Other Ordinances and Codes.** All ordinances or parts of ordinances of the City of New Port Richey, Florida, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

Section 4. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 5. Effective Date. This ordinance shall take effect immediately upon its adoption as provided by law.

The foregoing Ordinance was duly read and approved on first reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 4th day of April, 2017, and read and adopted on second reading at a duly convened meeting of the City Council of the City of New Port Richey, Florida this 2nd day of May, 2017.

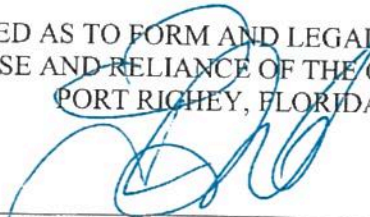
ATTEST:

By: 
Judy Meyers, City Clerk

By: 
Rob Marlowe, Mayor-Council Member

(Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE
SOLE USE AND RELIANCE OF THE CITY OF NEW
PORT RICHEY, FLORIDA:



Timothy P. Driscoll, City Attorney



RESOLUTION NUMBER 2017-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEW PORT RICHEY, FLORIDA ADOPTING THE FORM OF
WASTE HAULING FRANCHISE AGREEMENT;
ESTABLISHING A FRANCHISE FEE PERCENTAGE RATE;
AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2013-2015 requires that the City Council adopt the form of the waste hauling franchise agreement and set the percentage for franchise fees under the agreement; and

WHEREAS, the City Council desires to adopt the franchise agreement attached as Exhibit A and set the percentages stated herein.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA, THAT:

1. The waste hauling franchise agreement attached hereto as Exhibit A shall be the prescribed form for waste hauling franchise agreements with the City until and unless supplemented by further resolution of the City Council.
2. The franchise fee shall be ten percent (10%) for the years 2016 and all subsequent years, unless thereafter set at a different rate by further resolution of the City Council.
3. This resolution shall be effective immediately upon its passage and adoption.

DONE AND RESOLVED this 15th day of November, 2016.

(SEAL)

(ATTEST)



Judy Meyers
City Clerk



Robert Marlowe
Mayor - Councilmember

APPROVED AS TO LEGAL FORM AND CONTENT

By  _____
Tim Driscoll, City Attorney



October 12, 2018

FedEx Standard Overnight

MEMORANDUM

Aaron Boudreaux
Republic Services
5210 W. Linebaugh Ave.
Tampa, FL 33624
813-864-2339

Principal	Obligee	Bond #	Bond Amount	Description
Republic Services of Florida, Limited Partnership dba Seaside Sanitation	City of New port Richey	880119	\$10,000.00	2017 Waste Hauling Franchise Agreement

Aaron;

Please find enclosed your executed renewal bond as noted above. Please ensure accuracy before filing with the Obligee

Should you have any questions or need anything further regarding these items, please give me a call @ 360-787-9830 or brandi.heinbaugh@usi.com

Have a great day!

Brandi Heinbaugh
Account Representative
Surety Services

Performance Bond

Bond No: 880119

KNOW ALL MEN BY THESE PRESENTS, that Republic Services of Florida, Limited Partnership dba Seaside Sanitation, the Principal, and Evergreen National Indemnity Company, 6140 Parkland Blvd., Suite 321, Mayfield Heights, Ohio 44124, the Surety, are held and firmly bound unto the City of New Port Richey, as Obligee, in the penal sum of Ten Thousand Dollars and 00/100 (\$10,000.00), for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract for 2017 Waste Hauling Franchise Agreement with the above mentioned Obligee, which contract is hereby incorporated herein as if fully rewritten Notwithstanding, any terms and provisions specifically modified herein shall have the meaning given in this bond.

NOW, THEREFORE, the condition of the above obligation is such that if the Principal shall promptly and faithfully perform this Contract, then this obligation shall be null and void; subject, however, to the following conditions:

1. This bond is for the term beginning January 1, 2019 and ending December 31, 2019.
2. If there is no breach or default on the part of the Obligee, then the Surety's performance obligation under the bond shall arise after:
 - a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract; and has made available during notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an contract shall not waive the Obligee's right, if any subsequently to declare a Principal default;
 - b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
 - c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to the such contractor as may be tendered by the Surety to the Obligee.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety of this instrument unless same be brought or instituted and process served upon the Surety within six months after the expiration of the bond. The parties hereto expressly acknowledge and agree that no liquidated damages shall be claimed, due or payable by Surety pursuant to this Bond.
4. The bond may be extended for additional terms at the option of the Surety, by Continuation Certificate executed by the Surety.
5. Neither non-renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.
6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed this 8th day of October, 2018

Republic Services of Florida,
Limited Partnership dba Seaside Sanitation


Principal

EVERGREEN NATIONAL INDEMNITY COMPANY

Surety

By: [Signature]
Timothy S. Buhite Attorney-in-Fact Title
(Corporate Seal)

By: [Signature]
Debbie Lindstrom Attorney
(Corporate Seal)



Surety Phone No.

Witness: [Signature]
John E. Drummey

Witness: [Signature]
Brandi Heinbaugh

POWER OF ATTORNEY

Republic Services, Inc., a Delaware corporation having its principal place of business at 18500 N. Allied Way, Phoenix, Arizona 85054, hereby makes, constitutes and appoints USI INSURANCE SERVICES NATIONAL, INC., acting through and by any one of Debbie Lindstrom, John Drummey, Jr., Timothy S. Buhite, Kathleen M. Mitchell, Scott C. Alderman, Peggy A. Firth, Brandi Heinbaugh, Amber D. Engel, or Jamie Stroh its true and lawful attorney to sign and seal any and all surety bonds, bid bonds, performance bonds and payment bonds at or below the monetary threshold of Five Million Dollars (\$5,000,000.00) on behalf of REPUBLIC SERVICES, INC. and its subsidiaries, relating to the provision of solid waste collection, transportation, transfer, recycling, disposal and/or energy services by REPUBLIC SERVICES, INC. and its subsidiaries and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds, bid bonds, performance bonds and payment bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds; worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds, bid bonds performance bonds and payment bonds on behalf of REPUBLIC SERVICES, INC. and its subsidiaries in connection with bids, proposals or contracts.

REPUBLIC SERVICES, INC. hereby agrees to ratify and confirm whatsoever USI INSURANCE SERVICES NATIONAL, INC. shall lawfully do pursuant to this power of attorney, and until notice or revocation has been given by REPUBLIC SERVICES, INC., the acts of said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF, this Power of Attorney has been signed this 23 day of January, 2018 on behalf of REPUBLIC SERVICES, INC. by its Assistant Secretary Eileen B. Schuler.

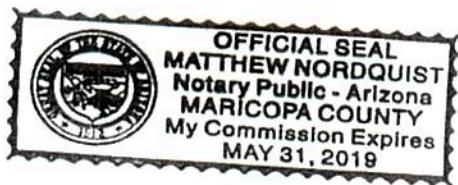
REPUBLIC SERVICES, INC.,
a Delaware Corporation


Eileen B. Schuler

STATE OF ARIZONA

COUNTY OF MARICOPA

Subscribed and sworn to before me this 23RD day of JANUARY, 2018 by Eileen B. Schuler, Assistant Secretary.




Notary Public

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 880119

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: Debbie Lindstrom

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 8th day of October, 2018.



Wan C. Collier
Wan C. Collier, Secretary

ORIGIN ID: TPFA (813) 964-2331
CHARLYNN HATCH
5210 W. LINEBAUGH AVE
TAMPA FL 33624
UNITED STATES US

SHIP DATE: 16OCT18
ACT WT: 5.00 LB
CAD: 105933267/NET14040
BILL SENDER

TO AMANDA
CITY OF NEW PORT RICHEY
6132 PINEHILL RD

PORT RICHEY FL 34668
(727) 853-1063

REF: 0005
P/N
0001



0001



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TRK# 7734 8486 5177
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WED - 17 OCT 3:00P
STANDARD OVERNIGHT

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34668
FL-US TPA



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 Fax: 206 731 1209
 Toll Free: 888 785 2878

November 21, 2017

FedEx Priority Overnight

MEMORANDUM

Dennell Lemke
 Republic Services
 5210 West Linebaugh Avenue
 Tampa, FL 33624
 813-964-2330

Principal	Obligee	Bond #	Bond Amount	Description
Republic Services of Florida, Limited Partnership dba Seaside Sanitation	City of New Port Richey	880119	\$10,000.00	2017 Waste Hauling Franchise Agreement

Donnel;

Please find enclosed your executed bond as noted above. Please file with the Obligee at your earliest convenience.

Should you have any questions or need anything further regarding these items, please give me a call @ 206-731-1243.

Have a great day!

Brandi Heinbaugh
 Brandi Heinbaugh
 Account Representative
 Surety Services

Direct: (206) 731-1243
 Fax: (206) 731-1209
 E-mail: Brandi.heinbaugh@wellsfargo.com

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Together we'll go far

