

CR # 13788414 \$500.00

RECEIVED  
OCT 24 2018  
BY: JM



2019 SPECIAL WASTE HAULING PERMIT APPLICATION

Business Name: Waste MANAGEMENT Inc., of Florida

Owner's Name: Waste MANAGEMENT INC., of Florida

Business Location:

13022 Hays Rd, Spring Hill, FL 34610

Mailing Address: 13022 Hays Rd, Spring, Hill, FL 34610

Telephone Number: (813) 996-1516

Emergency Number: (813) 465-7905

Branch locations: Waste MANAGEMENT OF Pasco

13022 Hays Rd, Spring Hill, FL 34610


If a Corporation, the names and addresses of Officers:

(Continue on separate sheet, if necessary)

Mailing address of Corporation: 1001 Fann St, Houston TX 77002

Manager's Mailing Address: 13022 Hays Rd  
Spring Hill, FL 34610

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

  
\_\_\_\_\_  
Signature of Applicant

George Toke  
\_\_\_\_\_  
Print Name of Applicant

10/11/18  
\_\_\_\_\_  
Date

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

City of New Port Richey

Number of accounts served

- a) Commercial – 59
- b) Residential – 225
- c) Industrial – 5

Rate Schedules

a) Commercial

- i. The rate schedule is listed below:

Service Levels	Service Frequency							XPU
	EOW	1	2	3	4	5	6	
2 Yard FEL Container	\$24.00	\$34.00	\$58.00	\$79.00	\$94.00	\$118.00	\$142.00	\$24.00
4 Yard FEL Container	\$34.00	\$52.00	\$94.00	\$142.00	\$187.00	\$209.00	\$251.00	\$42.00
6 Yard FEL Container	\$48.00	\$70.00	\$126.00	\$187.00	\$251.00	\$275.00	\$329.00	\$56.00
8 Yard FEL Container	\$52.00	\$83.00	\$167.00	\$251.00	\$335.00	\$366.00	\$439.00	\$84.00

b) Residential

- i. Base rate is \$12.44 for twice weekly curbside garbage collection and once every other week for recycle collection.

c) Industrial

- i. All industrial customers are priced individually depending on type and frequency of service.

Emplid	Name	Jobcode	Jobcode Name	Birthdate	Address1	Address2	City	State	Postal
62953	Buccieri,Patrick	1044	Driver Container	11/21/54	4632 5th Street		Zephyrhills	FL	33542
137241	Chinigo Jr,Francis A	1042	Driver Commercial	11/06/68	15807 Leatherleaf Lane		Land O Lakes	FL	34638
190546	Cody,Kenneth J	1050	Driver Rolloff	11/17/69	14442 Dusky Warbler Rd		Weeki Wachee	FL	34614
292779	Coughlin,Scott	2178	Driver Apprentice - Resi	04/21/79	1493 Heritage Drive		Spring Hill	FL	34606
259967	Daniel,Kurtis N	1048	Driver Residential	11/16/75	8031 San Fernando Drive		Port Richey	FL	34668
200395	Densmore,Christopher C	1042	Driver Commercial	09/22/75	9716 Chris St		Hudson	FL	34669
265366	Farrington,Isaiah	1048	Driver Residential	12/13/66	3438 East Oleander Lane		Hernando	FL	34442
34237	Hawk II,Charles E	2410	Driver-Non Exp Residential	11/03/74	1451 West Jackson Hill Court		Lecanto	FL	34461
278907	Kinison,Larry W	2410	Driver-Non Exp Residential	12/12/78	2551 Cheval Drive		Holiday	FL	34690
165445	Kyler,David S	1050	Driver Rolloff	06/01/64	5301 Boswell Road		Spring Hill	FL	34608
138341	Maura Jr,Douglas	1042	Driver Commercial	10/11/71	3815 Windance Ave		Spring Hill	FL	34609
5296	Mcdaniels,Andy	1150	Driver Commercial, Recycling	11/21/59	11621 Crystal Lake Drive		Port Richey	FL	34668
278373	Nitz,Michael E	1048	Driver Residential	05/17/87	13420 Parkwood Street		Hudson	FL	34669
217304	Ogden,Jeffery S	1050	Driver Rolloff	07/30/66	7410 Parkersburg Dr.		Wesley Chapel	FL	33545
288576	Rios,Oriol M	1048	Driver Residential	09/07/92	4431 Keyes Avenue		Spring Hill	FL	34606
163018	Roberts,Don M	1042	Driver Commercial	05/12/68	9506 Glen Moor Lane		Port Richey	FL	34668
252441	Scanlon,Matthew A	1050	Driver Rolloff	07/12/74	39013 Blue Jay Avenue		Zephyrhills	FL	33542
289134	Schleich,Dennis	1072	Helper - Residential	11/28/88	7434 Pond Circle		Spring Hill	FL	34606
14573	Schultz,Darrell	1050	Driver Rolloff	07/26/66	12244 Canyon Blvd.		Spring Hill	FL	34610
184556	Steigerwald,Joseph M	1042	Driver Commercial	11/27/67	1752 Font Lane		Holiday	FL	34691
184229	Stump,Bradley D	1042	Driver Commercial	02/28/75	13055 Sweet Gum Road		Brooksville	FL	34613
278993	Tarczynski Sr,Timothy J	1042	Driver Commercial	10/24/64	3607 Bedford Street		New Port Richey	FL	34652
197406	Thomas,Michael L	1056	Driver Swing - Rolloff	12/30/70	18027 Williams Loop		Land O Lakes	FL	34638
201823	Thomas,Timothy B	1048	Driver Residential	03/08/69	11143 Persimmon Avenue		Weeki Wachee	FL	34614
69367	Wolff,Richard	1054	Driver Swing	04/02/54	11862 Trevally Loop	Apt 109	Trinity	FL	34655

SITE	USING_DEPT_NAME	UNIT_NO	ALT_NO	YEAR	MAKE	MODEL	SERIAL_NO	LICENSE
S03796	WM of Pasco County	207183		2003	MACK	MR688S	1M2K195CX3M023274	N6082M - FL
S03796	WM of Pasco County	208078		2005	MACK	MR688S	1M2K195CX5M028865	N4196W - FL
S03796	WM of Pasco County	208641		2007	MACK	MR688S	1M2K195CX7M034359	N4400Q - FL
S03796	WM of Pasco County	208992		2007	MACK	MR688S	1M2K195C67M035735	N1312R - FL
S03796	WM of Pasco County	209169		2007	MACK	MR688S	1M2K195C97M037690	N4244R - FL
S03796	WM of Pasco County	209175		2007	MACK	MR688S	1M2K195C87M039284	N4396Q - FL
S03796	WM of Pasco County	209264		2007	MACK	MR688S	1M2K195CX7M039240	N9709M - FL
S03796	WM of Pasco County	209265		2007	MACK	MR688S	1M2K195C17M039241	N7964Z - FL
S03796	WM of Pasco County	209968		2010	MACK	MRU613	1M2AV02CXAM005063	N7258Q - FL
S03796	WM of Pasco County	307309		2002	MACK	MR688S	1M2K195C02M019524	N0938Y - FL
S03796	WM of Pasco County	307691		2002	FREIGHTLIN	FL112	1FVHBGA802HJ78767	N3815T - FL
S03796	WM of Pasco County	308393		2003	MACK	MR688S	1M2K195C83M022768	N0943Y - FL
S03796	WM of Pasco County	309984		2006	MACK	MR688S	1M2K195C56M033599	N9377V - FL
S03796	WM of Pasco County	309985		2006	MACK	MR688S	1M2K195C86M033600	N9378V - FL
S03796	WM of Pasco County	309994		2006	MACK	MR688S	1M2K195C16M033597	N9379V - FL
S03796	WM of Pasco County	310605		2009	FREIGHTLIN	M2106	1FVHCYBS19HAB0626	N7395Z - FL
S03796	WM of Pasco County	362930		2007	AUTOCAR	WXLL64	5VCHC6MF87H205267	N7396Z - FL
S03796	WM of Pasco County	402932		1998	MACK	DM690S	1M2B209C6VWM023957	N6096M - FL
S03796	WM of Pasco County	405777		1999	MACK	RD688S	1M2P267C2XM047511	N4685F - FL
S03796	WM of Pasco County	406440		2000	MACK	RD688S	1M2P267C2YM049857	N2160R - FL
S03796	WM of Pasco County	408298		2001	MACK	RD688S	1M2P267C51M061961	N0634M - FL
S03796	WM of Pasco County	410552		2000	MACK	RD690S	1M2P264CXYM030574	N8457T - FL
S03796	WM of Pasco County	411599		2005	MACK	CV713	1M2AG11C85M021334	N5437L - FL
S03796	WM of Pasco County	632084		2002	INTL	4900	1HTMKAANX2H547568	DEJR24 - FL
S03796	WM of Pasco County	674064	Service Truck	2004	FORD	F350	1FDWVF36P34EA81871	516-YIZ - FL
S03796	WM of Pasco County	674691	Service Truck	2016	FORD	F450	1FDTF4GTXGED49145	1VPW78 - FL



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)  
12/11/2017

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	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 Houston TX 77042	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : ACE American Insurance Company	22667
		INSURER B : Indemnity Insurance Co of North America	43575
		INSURER C : ACE Fire Underwriters Insurance Company	20702
		INSURER D :	
		INSURER E :	
		INSURER F :	


**COVERAGES**      **CERTIFICATE NUMBER: 11039160**      **REVISION NUMBER: XXXXXXXX**

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 <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C6462278A (AOS) WLR C64622778 (AZ,CA,&MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<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
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER****CANCELLATION**

<b>11039160</b>  CITY OF NEW PORT RICHEY 5919 MAIN STREET NEW PORT RICHEY FL 34652	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  
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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 4<sup>th</sup> 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 2<sup>nd</sup> 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.

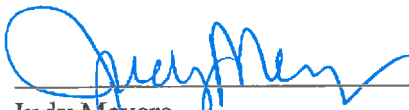
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW PORT RICHEY, PASCO COUNTY, FLORIDA, THAT:**

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

EXHIBIT A

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (the "Effective Date") by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Florida municipal corporation (the "City") and Waste Management Inc. of Florida, whose principal address is 13022 Hays Rd Spring Hill ("Franchisee")(collectively, the "Parties"). FL 34610

WITNESSETH

WHEREAS, Franchisee desires to engage in the business enterprise of collecting, transporting, or disposing of garbage, trash or refuse ("Waste Hauling Services") within the City and to use the City's street, alleys and rights-of-way for such purpose; and

WHEREAS, Franchisee has been granted a special permit by the City's council; and

WHEREAS, Franchisee recognizes and acknowledges the privileges and benefits it receives by entering into this Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are true, correct, and incorporated herein by reference.
2. **Issuance of Franchise.** By executing this Agreement, the City hereby issues a revocable, non-exclusive franchise that authorizes the Franchisee to provide Waste Hauling Services in the City, subject to the requirements of this Agreement and Section 10 of the New Port Richey City Code. The franchise granted herein may be suspended, revoked, or terminated in accordance with the terms of this Agreement and the New Port Richey City Code. The franchise granted herein shall expire or terminate when this Agreement expires or terminates.

Richey City Code, as well as any and all laws, rules, regulations, ordinances, and orders of regulatory bodies applicable to Waste Hauling Services.

- b. *Bond.* Franchisee shall file a bond with the City in the amount of Ten Thousand and 00/100 Dollars (\$10,000), to ensure that Franchisee will perform its obligations under this Agreement and comply with all obligations of this Agreement, the New Port Richey City Code, and all other laws, rules, regulations, and ordinances (the "Bond"). The Bond is attached hereto as Exhibit A. Franchisee shall maintain the Bond in full force and effect at all times during the term of this Agreement.
- c. *Franchise Fees.* Franchisee shall pay as compensation to the City, for the rights, privileges, and benefits granted hereunder and for costs associated herewith, a monthly fee (the "Franchise Fee") at the percentage rate provided by resolution of City's council multiplied by Franchisee's collected revenues for all months during the term of this agreement and any renewal thereof. For purposes of this calculation, collected revenues shall consist of all revenues Franchisee has collected from its customers for providing Waste Hauling Services within the City, but does not include collection of franchise fees from its customers.
- d. *Payment of Franchise Fee.* The Franchise Fee shall be due forty-five (45) days after the end of each month in which Franchisee provided Waste Hauling Services under this Agreement. If the 45<sup>th</sup> day falls on a Saturday, Sunday, or federal or state holiday, payment shall be received the following business day. Each payment shall be accompanied by a statement of Franchisee's collected revenues in a form prescribed by the City's finance department which shall be attached hereto as Exhibit B. The Franchise Fee shall be remitted to the address below:

City of New Port Richey  
Billing & Collections Dept.  
P.O. Box 2079  
New Port Richey, Florida 34656-2079

- b. *Routes of Travel.* To the greatest extent practicable, all of Franchisee's collection vehicles shall travel on major thoroughfares, without using side streets, when providing waste hauling services.
- c. *Equipment.* All vehicles, equipment, and containers used to provide Waste Hauling Services shall be maintained at all times in a clean, sanitary, and neat condition, and in good repair. All of Franchisee's vehicles, equipment, and containers shall be maintained and operated in a manner to ensure the safety of the citizens of the City. All of Franchisee's collection vehicles, equipment, and containers shall bear Franchisee's name and current phone number.
- d. *Weights of loads hauled.* The total gross weight of any loaded vehicle used by the Franchisee in the City in connection with the Waste Hauling Services shall not exceed the maximum gross weight allowed under any applicable federal, state, or local laws.
- e. *Prohibited materials and wastes.* Franchisee shall use all reasonable measures to prevent prohibited materials from being collected, transported, or disposed of in a manner that poses a threat to human health, public safety, or the environment. Franchisee shall not collect prohibited materials in the City. Franchisee shall promptly notify the City if a person places prohibited materials out for collection by the Franchisee. The requirements and prohibitions in this paragraph apply to cases in which Franchisee knew, or reasonably should have known that the Franchisee was collecting, transporting, delivering, or disposing of prohibited materials.
- f. *City's Right to Inspect.* The City shall have the right to inspect Franchisee's equipment, vehicles, and containers at all times. Franchisee shall allow the City's representatives to enter Franchisee's property for the purpose of conducting such inspections. The City's representatives shall provide appropriate identifications, and shall comply with Franchisee's normal procedures for the protection of health and safety when conducting inspections on Franchisee's property. The City shall provide reasonable advance notice before conducting an inspection on Franchisee's property,

shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

**11. Miscellaneous.**

- a. *Provisions Cumulative.* All provisions, requirements, and covenants of this Agreement are cumulative and concurrent with Chapter 10 of the New Port Richey City Code, as may be amended from time to time, and are not exclusive of any provisions, requirements, or covenants contained in Chapter 10 of the New Port Richey City Code, as may be amended from time to time.
  
- b. *Public Records.* Upon request from City's custodian of public records, Franchisee shall provide City a copy of any requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Florida Public Records Act or as otherwise provided by law. Franchisee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Franchisee does not transfer the records to City. Upon completion of this Agreement, Franchisee shall transfer, at no cost to City, all public records in possession of Franchisee or keep and maintain public records required by City to perform the services provided in this Agreement. If Franchisee transfers all public records to City upon completion of this Agreement, Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Franchisee keeps and maintains public records upon completion of this Agreement, Franchisee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.


**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING**

with the requirements herein, and delivered by registered or certified mail, or by overnight courier service shall be effective on the date sent. Either party may change its authorized representative and address, as designated in this section, at any time by giving written notice to the other party.

- f. *Waiver.* The failure of either party to promptly or continually insist upon strict performance of any term, covenant, condition, or provision of this Agreement, or any exhibit hereto, shall not be deemed a waiver of any right or remedy that the party may have, and shall not be deemed a waiver of a subsequent default or non-performance of such term, covenant, condition, or provision. To be effective, a waiver shall be in writing and signed by the party granting the waiver. Any such waiver shall be limited to the particular right so waived, and shall not be deemed to waive any other right.
- g. *Applicable Law and Venue.* The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. Venue for any proceeding arising under this Agreement shall solely be in the Sixth Judicial Circuit, in and for Pasco County, Florida, for state actions and solely in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.
- h. *Entire Agreement.* This agreement and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties, and shall supersede and control over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- i. *Severability.* If any term or provision of this Agreement, or the application thereof to any person or circumstance is declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, including any valid portion of the invalid term or provision, and the application of such invalid term or provision to circumstances shall be deemed severable and shall not be affected thereby and shall, with the

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date listed below.

FRANCHISEE

By:   
Print Name: George Toke  
Title: District Manager  
Date: 10/22/18

CITY OF NEW PORT RICHEY, FLORIDA

[Seal]

By: \_\_\_\_\_  
City Manager  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

EXHIBIT B

MONTHLY WASTE HAULER FRANCHISE FEE

Company Name: Waste Management Inc of Florida

Address: 13022 Hays Rd

City, State and Zip Code: Spring Hill, FL 34610

Waste Hauler Report for Month Ending: \_\_\_\_\_

Revenues collected during month: \$           -

Franchise Fee: \_\_\_\_\_ %

Total Fee Due: \$           -

I hereby remit the enclosed franchise fee and affirm that the information herein presented is true and correct.

Signature:  Date Prepared: 10/22/18

Print Name: George Toke

Title: District Manager

Please include this form with your payment.



SUBMIT TO: City of New Port Richey  
Billing & Collections Dept.  
P. O. Box 2079