

**COLUMBIA COUNTY, FLORIDA**  
**SOLID WASTE COLLECTION FRANCHISE APPLICATION**

Name of Applicant: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

Name of Applicant's Contact Person or Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

In accordance with Section 90-76, *Code of Ordinances*, Columbia County, Florida, Applicant hereby applies to Columbia County for a non-exclusive franchise authorizing Applicant to engage in the business of collecting, hauling, or transporting solid waste within Columbia County. This application includes the following:

**I. APPLICANT INFORMATION.**

- A. Describe in detail the solid waste collection, hauling and/or disposal scope of services you are requesting to provide in Columbia County.
- B. Include an executive summary (limited to three single-spaced typewritten pages) providing a description of Applicant's ability to provide solid waste collection services in Columbia County.
- C. Provide written detail of the qualification of Applicant's operations and staff regarding solid waste collection, hauling and transporting.
- D. Provide a written summary of Applicant's business plan to include its methodology for collecting, hauling, and disposing of solid waste from the accounts serviced in Columbia County.
- E. Describe the Applicant's years in solid waste collection business, together with a list of any customers or contact persons for similar size and scope of solid waste service provided within the past five (5) calendar years which will confirm your ability to perform the scope of solid waste collection, hauling and disposal you are requesting. Any such references must include contact names and telephone numbers, type of service performed, and/or contract period dates.
- F. A list and description of Applicant's vehicles, tools and equipment which it owns or has available for use in its performance of solid waste collection, hauling and disposal within Columbia County.

- G. Any additional information which you believe will assist Columbia County in evaluating your application.

**II. CONDITIONS OF FRANCHISE.**

- A. Insurance: Applicant shall at all times during the term of the franchise maintain in full force and effect employer’s liability, workers’ compensation, public liability and property damage insurance. All insurance shall be by insurers and for policy limits acceptable to Columbia County and before commencement of providing the service under the franchise. Applicant agrees to annually furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance is in force. A certificate of insurance, executed on a standard ACORD form, shall be filed with the County prior to Applicant being granted a franchise. The certificate shall contain a provision that coverage is afforded under the policies and will not be cancelled until at least 30 days prior written notice has been given to the County. The certificate of insurance will include the following statement or similar language: “Interest of the certificate holder is included as an additional insured.” The following types of insurance and the following minimum amounts are required:

	<u>Coverage</u>	<u>Limits of Liability</u>
1.	Workers’ Compensation	Statutory
2.	Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence/\$2,000,000 aggregate
3.	Property Damage Liability (except automobile)	\$500,000 each occurrence/ \$1,000,000 aggregate
4.	Automobile Bodily Injury	\$1,000,000 each occurrence
5.	Excess Umbrella Liability	\$1,000,000 each occurrence.

- B. Indemnity: Franchisee will indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney’s fees to the extent resulting from a willful or negligent act or omission or default of its franchise agreement by the Franchisee, its officers, agents, servants, and

employees in the performance of the franchise; provided, however, that Franchisee shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants and employees.

C. Disposal Site: As a material consideration for the County approving Applicant's franchise, Applicant agrees all solid waste shall be hauled to and disposed of at a place or places to be provided and designated by Columbia County. Currently County charges \$52.00 per ton for each ton of Class I and \$37.00 for each ton of Class III solid waste collected in the County and disposed of at the Columbia County Landfill. Applicant agrees all solid waste shall be hauled to those sites or facilities as directed in writing by the County and disposed of at those facilities at the expense of the Franchisee, including tipping fees. Any solid waste hauled to the disposal site by Franchisee that is not generated in the County or otherwise approved by the County and not covered under the terms of the franchise agreement will be subject to the following penalties:

1. \$1,000.00 for the first violation;
2. \$5,000.00 for the second violation; and
3. Loss of franchise for the third violation.

D. Competency of Franchisee: The County shall require Franchisee to submit such additional information as the County may reasonably require to verify Applicant is adequately prepared to fulfill the franchise agreement. In determining whether the Applicant is adequately prepared, the County shall, as a minimum, consider the following:

1. Applicant's collection vehicles and equipment are sufficient to provide adequate and reliable service.
2. Applicant's roll-offs and other containers are adequately maintained and in proper condition, including signage, such as paint and information on the containers adequately identifying Applicant and contact information for the Applicant.
3. Sufficient size and number of containers.
4. That all vehicles and other equipment are properly licensed, tagged, identified, insured, and road-worthy.

5. Applicant's technical experience, including that the Applicant and its employees have sufficient experience and abilities to insure the timely, reliable and effective delivery of the services proposed by the Applicant, and financial capabilities.
  6. That Applicant's proposal is in the best interest of the public.
- E. Compliance With Laws: Applicant shall conduct operations under the franchise in compliance with all applicable local, state and federal laws, including its rules and regulations.
- F. Non-discrimination: Applicant shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.
- G. Licenses: Applicant shall obtain all licenses and permits (other than the license and permit granted by the franchise issued by Columbia County) and promptly pay all taxes required by the County.
- H. Applicant acknowledges County has the sole ability to approve or deny this Application pursuant to applicable County Code provisions, policies, rules, and in the best interest of County and its citizens.

### III. **TERM.**

The franchise shall be for the initial term of one (1) year beginning the effective date of the franchise. Except as otherwise herein provided, the franchise may be renewed annually on its anniversary date by the County upon request of the Franchisee and approval by the County. Prior to renewal, Franchisee will be required to provide proof of current insurance as required by Section IIA and pay a renewal fee established by the County. Denial of the initial franchise or any renewal by the County Manager shall be subject to appeal by the Applicant to the Columbia County Board of County Commissioners within 30 days of denial. Upon failure of the franchise to be extended as provided herein, the existing franchise, including any renewal thereof, shall terminate at the end of its specified term. No provision of this Application or the franchise agreement shall be construed in any manner to require either party to renew the franchise beyond the initial term or any renewal period of the franchise.

In the event there should occur any breach or material default in the performance of any obligation of the Applicant which has not been remedied within thirty (30) days after receipt of written notice from the County, the County may terminate the franchise at the end of said 30-day period. In the event the County alleges a material default on the part

of Applicant, and Applicant disagrees that a default has occurred, it may, within ten (10) days after receiving notice of default, request a hearing with the County Manager. In the event the matter remains unresolved, the parties may, by mutual agreement, proceed to non-binding mediation or if the parties fail to successfully mediate the dispute, then either party may seek judicial review in a court of jurisdiction located in Columbia County, Florida.

**IV. NON-TRANSFER ABILITY.**

The franchise shall not be transferrable or assignable to any other person or entity without the express written consent of the County.

**V. NON-EXCLUSIVE FRANCHISE.**

Any franchise granted Applicant shall be non-exclusive. Applicant acknowledges the County has previously entered into an exclusive franchise with a third party for the provision of residential solid waste, commercial collection and industrial collection within the unincorporated area of Columbia County, and Applicant will not be authorized to provide solid waste collection for the service or to the customers included under the exclusive franchise Columbia County has previously awarded.

**VI. SOLID WASTE SERVICES AUTHORIZED.**

The solid waste collection services authorized to Applicant under the franchise may include some or all of the following (to be determined by County):

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_
- D. \_\_\_\_\_.

**VII. RATE.**

Columbia County does not set any rate structure for franchisee. Franchisee will establish and agree upon rate structures with its customers.

The undersigned hereby certifies that all of the above statements and statements contained in any documents or plans submitted herewith are true and correct to the best of my knowledge and belief.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Applicant: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Columbia County hereby acknowledges receipt of the non-refundable application fee from Applicant of \$500.00. Annual Renewal Fee is \$50.00.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**COLUMBIA COUNTY, FLORIDA**

By: \_\_\_\_\_

County Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**SECTION VI – EXHIBIT A**

**All solid waste not included under the exclusive Franchise Solid Waste Agreement granted Veolia ES Solid Waste Southeast, Inc. dated September 1, 2011. This Franchise includes construction and demolition debris resulting from temporary or single construction projects requiring a temporary roll-off service.**

**All collection and disposal of infectious waste, hazardous waste, biohazardous waste, biological waste or sludge shall be in strict compliance with all federal, state and local laws and regulations.**

**This Franchise does not include recyclable materials as defined by Florida Statutes, Section 403.703.**