

NON-RESIDENTIAL SOLID WASTE COLLECTION AND TRANSPORTATION FRANCHISE AGREEMENT

Pursuant to Chapter 380, Part 6 of the City of Jacksonville Municipal Ordinance Code,
and as authorized under Ordinance 20_ - ____

CWR Commonwealth Refuse, LLC

is hereby granted a Non-Residential Solid Waste Collection and Transportation Franchise
under the following terms and conditions: The franchisee:

- (a) shall faithfully perform all duties and requirements imposed by existing law, including Chapter 380 of the City of Jacksonville Municipal Ordinance Code, and requirements imposed by the City of Jacksonville, Solid Waste Division consistent with the franchisee's *Non-Residential Solid Waste Collection and Transportation Franchise Application*.
- (b) shall not materially diminish or change the quantity or type of equipment used, the methodology for collection, transportation or disposal of non-residential solid waste or the location of disposal facilities described in the franchisee's *Non-Residential Solid Waste Collection and Transportation Franchise Application*, without reporting such changes to the City's Solid Waste Division in writing pursuant to Section 380.605 (a) (2) (xiv) of the City of Jacksonville Municipal Ordinance Code.
- (c) may provide collection service to any customer that requests the franchisee's services and agrees to the terms and conditions of a service agreement between the franchisee and the customer. The franchisee may refuse service to any customer for failure to pay a just bill or for any substantial refusal to comply with any rules of the Division applicable to the customer. The franchisee shall also maintain a business office in the City where customers may file complaints about service, which complaints, if any, shall be kept in a file for inspection by the City pursuant to the provision and conditions set forth in section 380.604(e) of the Jacksonville Municipal Ordinance Code. Complaints shall be annotated showing the date of receipt and the franchisee's resolution of the complaint.
- (d) shall promptly pay the City a franchise fee on the franchisee's monthly gross receipts during the term of this franchise, as established by the City Council pursuant to Section 380.608 (b) of the City of Jacksonville Municipal Ordinance Code.

- (e) shall operate and maintain its solid waste collection and transportation vehicles, and other equipment used in the performance of the franchise in such a manner as to prevent sanitary nuisance and/or safety hazards.
- (f) shall affix on each motor vehicle used in performance of the franchise, in the lower left hand corner (driver's side) of the front windshield, the decal provided by the Solid Waste Division.
- (g) shall obtain and maintain insurance coverage meeting or exceeding the minimum requirements outlined in Section 380.608 of the City of Jacksonville Municipal Ordinance Code throughout the term of this franchise.
- (h) shall allow, during normal business hours, representatives of the City's Solid Waste Division and City Auditors access to enter the franchisee's business property, upon reasonable prior notice, to inspect the books and records, and the operations and facilities of the franchisee to determine compliance with the franchise.
- (i) shall hold harmless and defend the City, its officers, agents and employees against, and assume all liability for, any and all claims, suits, actions, damages, liabilities, expenditures or causes of action concerning franchised activities as provided under Section 380.608 (h), City of Jacksonville Municipal Ordinance Code.

The grant or acceptance of this franchise does not relieve, limit or alter the franchisee's obligations to obtain and maintain any licenses or permits required by the Ordinance Code or applicable law to transact and carry on a business or to provide non-residential solid waste collection, transportation, container or disposal services within the county.

The franchisee's non-compliance with the foregoing terms and conditions may result in enforcement action that may culminate in termination of the franchise, or other penalties authorized by law.

SERVICE AREA: This franchise is non-exclusive and authorizes the operation of the franchisee throughout the General Services District except Urban Service Districts 2, 3, 4 and 5 where non-residential solid waste collection and transportation is regulated by the Beaches Communities and the Town of Baldwin.

TERM OF FRANCHISE: This franchise shall continue from year to year upon the franchisee's compliance with Part 6, Chapter 380, City of Jacksonville Municipal Ordinance Code; the terms and conditions set forth herein and as may from time to time, be amended; applicable rules of the Solid Waste Division, and the timely submission of an annual renewal application and payment of the annual renewal fee authorized by the City Council.

Accepted for the Franchise

Name

Title

Date

Approved by:

Richard Reichard, Manager
Office of Administrative Services

Date