

ORDINANCE NO. 14-232
RENEWAL OF FRANCHISE AGREEMENT WITH
WASTE MANAGEMENT

WHEREAS, the Town of Coosada granted to Waste Away Group, Inc., a franchise for the purpose of collection and disposal of solid waste within the town limits and police jurisdiction of the Town of Coosada pursuant to Ordinance No. 88-92, as amended by Ordinance No. 94-131, and No 98-158, No 02-176 and No 07-201; and

WHEREAS, the Town of Coosada has now determined that it is in the best interest of the Town of Coosada to extend such franchise.

NOW THEREFORE, BE IT ORDAINED by the Town of Coosada, Alabama, as follows:

Section 1: That the Town of Coosada shall and does hereby grant to Waste Away Group, Inc., (hereinafter referred to as Grantee), the right, authority, and privilege to use the public streets, allies, and roads of the Town of Coosada for the purpose of collecting garbage and refuse, and disposing same as required by the Elmore County Health Department and the Alabama State Health Department.

Section 2: That the Grantee shall provide garbage, refuse, and trash pickup services to all citizens within the town limits of the Town of Coosada who desire such service.

Section 3: That this franchise is granted on the condition that the Grantee shall collect containerized solid waste from each residential unit within the Town's town limits on one day of each week. Solid waste shall be collected from a Grantee provided and maintained 90-gallon, wheeled container at the curbside. Residential solid waste shall be collected between the hours of 6:00 a.m. and 8:00 p.m. Handicapped residential waste may be collected at the rear of the house or as mutually acceptable. Small businesses requiring the same level of service that is provided to residential customers shall also utilize the Grantee provided 90-gallon container for collection. All other trash that is containerized shall be collected at the same time that the 90-gallon residential carts are collected provided:

(a) The total amount of waste is less than one cubic yard per pickup day.

(b) Small bundles of limbs, less than four feet long and four inches in diameter are containerized or tied with string.

All solid waste, both residential and commercial, shall be placed at a location, prior to scheduled collection, that is readily accessible to the Grantee's personnel. For residential garbage, garbage must be in approved receptacles, which shall be placed at a collection point within six feet of the curb or roadway. For commercial garbage, containers shall be kept on the premises in a place near the street, readily accessible to the collection vehicle.

Section 4: For any services required to be performed under this franchise, the charges shall be as follows:

(a) **Residential** - one time per week pickup from curbside using rollout cart **\$18.08** per unit per month.

(b) **Commercial collection and fees** - on a basis and at rates mutually agreeable to the owner and Grantee. If necessary, the Town Council can serve as a bargaining board for a commercial establishment and the Grantee if rates cannot be agreed upon. In no event shall the Town of Coosada be liable for collection of or payments to the Grantee.

(c) There shall be no charge for pick up at the Town Hall of the Town of Coosada, the Community Center of the Town of Coosada and the Fire Department of the Town of Coosada.

The fees or compensation payable to the grantee for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect changes in the costs of doing business as measured by fluctuations in the consumer price index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics for the Atlanta Area. In no circumstances shall said adjustment exceed 5% in any one year. Additionally, should the cost of disposal be increased or the location the disposal site be moved from its present location, the grantee will be entitled to a rate adjustment adequate to cover such increased costs. Grantee shall notify the Town Council of

such proposed increases and a proposed rate adjustment will not be implemented until the Town Council approves it.

Section 5: Grantee shall not make or grant any preference or advantage to any person, or subject any person to any prejudice or disadvantage, providing that nothing in this ordinance shall be deemed to prohibit the establishment of a scale of charges to which any subscriber coming within such classification would be entitled. The Grantee shall notify all customers about complaint procedures, rates, regulations, and days of collection. The Grantee shall provide the Town Council with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Grantee shall notify each customer affected not less than one week prior to the change.

Section 6: The Town, its Mayor, council members, officers, agents, and employees shall not be liable to anyone for loss, damage, or injury to or sustained by persons or property arising, occurring, or resulting from the exercise by Grantee of the right and privileges hereby granted or in the maintenance or operation of Grantee's service hereunder and the doing of any work or conducting any business herein authorized, and the Grantee shall hold and save the Town of Coosada, its council members, officers, employees, or otherwise, jointly and severally harmless from and against, and shall indemnify them against any and all loss, damage, and injury sustained by them or any of them, and also from any and all liability for loss, damage, or injury sustained by person or property by reason of any act, omission, negligence, or misconduct on the part of the Grantee, the Grantee's agents, servants, or employees and the acts, neglect, or failure of Grantee or any of the Grantee's agents, servants, or employees to comply with the laws of the State of Alabama and any valid ordinance, rule or regulation relative to the subject matter hereof and by reason of Grantee's use of the public thoroughfares of the Town of Coosada, and for this purpose Grantee shall defend at Grantee's own cost and expense any claims that might be made or any suit that may be brought against the Town of Coosada, its council members, officers, agents, employees, or otherwise in connection therewith and shall pay all cost and expenses of such protection and defense, including attorneys fees and valid judgments obtained in connection therewith.

Section 7: If in the course of Grantee's activities the Grantee shall cause any damage to town property, the Grantee will, at its own expense, restore said property so that it will be in substantially the same condition as before the commencement of such service.

Section 8: Except as provided herein, this franchise shall be extended and shall remain in full force and effect to July 8, 2019.

Section 9: The contractor shall comply with all of the provisions of Act 771 of 1969 Legislature (The Solid Waste Disposal Act) as amended and shall comply with any and all other applicable laws, ordinances, or health department regulations or requirements pertaining to the picking up, collecting, and disposal of trash and garbage.

Section 10: The Grantee shall be responsible for obtaining and shall obtain all permits required from the State of Alabama, the State Department of Public Health, the County health Office, and from any other authorized government agency for which permits are required for the performance of the service herein set out.

Section 11: The Town of Coosada will allow the Grantee to place mechanical containers on town owned property or on public rights-of-way or easements where such placement is necessary, but the Grantee shall accede to the wishes of the Town of Coosada as to the location of such containers when such wishes are expressed. The Grantee shall have on hand at all times, in good working order, such equipment as shall permit the Grantee adequately and efficiently to perform its duties hereunder.

The Grantee shall, at its expense, establish a telephone number that is manned between hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, except on recognized holidays, so that local residents may register service complaints or request needed service.

Section 12: The rights and privileges herein granted to the Grantee shall not be assigned, sublet, or transferred unless the Town of Coosada shall first approve such assignments, subletting, or transfer by resolution duly adopted and spread upon the minutes of the Town of Coosada.

Section 13: Each party may cancel this franchise in the event the other party fails to comply with the conditions and provisions set out in this

ordinance provided, however, that no such cancellation shall be effective until the party in default shall have been given a reasonable time (not less than 30 days unless the public health or safety is involved) to correct such deficiencies.

All dealings, contact, notices, ect., between the Grantee and the Town of Coosada shall be directed by the Grantee to the Mayor (or his delegated authority), Town of Coosada, PO Box 96, Coosada, Alabama 36020 and/or to the Grantee's representative: Mr. Vann Forrester, Waste Away Inc., 2810 Day Street, Montgomery, Alabama 36108.

Section 14: The Grantee shall provide and maintain during the life of this franchise, workman's compensation insurance in accordance with the laws of the State of Alabama for all its employees. A certificate shall be filed with the Town of Coosada by the insurance carrier showing such insurance to be in force at all times.

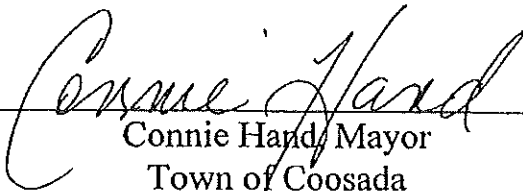
The Grantee shall provide and maintain during the life of this franchise public liability and property damage insurance and umbrella liability coverage in the following amounts: public liability – one million dollars per each claim; automotive liability – one million dollars per bodily injury and property damage, combined single limit per each claim; property damage – one million dollars per any one claim; umbrella liability – five million per claim; to protect itself, its agents, and its employees from claims for damages from personal injury, including wrongful and accidental death, and property damage which may arise from operations under the contact, whether such operations be performed by itself or its employees. The policy or policies shall name the Town of Coosada as an additional insured and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the Town of Coosada 30 days notice in writing.

Section 15: The Grantee shall make available on Saturday residential service to the Town of Coosada four times yearly at times and places to be mutually agreed upon at no charge. Residential truck to collect discarded and approved items on four Saturdays per year. There will be no charge for this service.

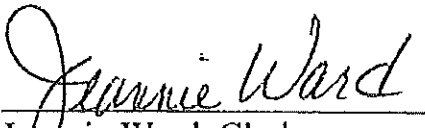
Section 16: This Ordinance shall become effective upon the passage and publication as required by law and acceptance by the Grantee.

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Approved and Adopted this 8th day of July, 2014.

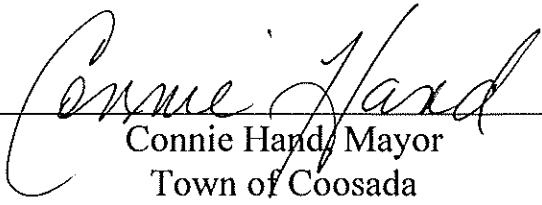


Connie Hand, Mayor
Town of Coosada

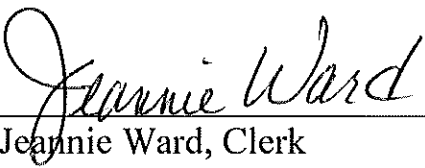


Jeannie Ward, Clerk
Town of Coosada

Approved and Adopted this 8th day of July, 2014.



Connie Hand, Mayor
Town of Coosada



Jeannie Ward, Clerk
Town of Coosada

STATE OF ALABAMA
MONTGOMERY COUNTY

ACCEPTANCE OF FRANCHISE

KNOW ALL MEN BY THESE PRESENTS THAT WASTE AWAY INC., FOR GOOD CONSIDERATION HEREBY ACCEPTS THE RIGHTS AND PRIVILEGES AND CONSENTS TO THE FRANCHISE GRANTED TO IT BY THE TOWN OF COOSADA, ALABAMA, IN AND UNDER ORDINANCE 14-232 ADOPTED BY THE MAYOR AND COUNCIL OF THE TOWN OF COOSADA ON THE 8TH DAY OF JULY, 2014.

DATED THIS THE 24th DAY OF July, 2014.

WASTE AWAY INC.

BY:

ITS:

Matthew M. Wells
Area VP