



Wakulla County Internal Audit Review Memorandum

TO: Greg James
Wakulla County Clerk of the Court

FROM: Katrina Cromwell
Internal Audit Director

CC: David Edwards, Amanda Henize, Brandy King

RE: Waste Pro Agreement Requirements

DATE: 5/13/24

The agreement between Wakulla County Board of County Commissioners (County) and Waste Pro (WP), referred to as Franchisee in the agreement, was reviewed to determine if the requirements outlined in the original Agreement (09/06/2011) and the Amendments (amendment 1- 10/19/2020) were being met. There is an outline of the requirements in the table below. The details of the compliance follow the table using the reference number listed on the left-hand side of the table. The Contract Manager (CM) for the County is Amanda Henize, Office Manager for the Public Works Department.

Ref. #	Requirement	Agreement	Type	Section	Summary of Details	Due
1	Customer Data and Record of Complaints	Original Agreement and Amend. 1	Record Keeping	1 1.1.1 - 11.1.3	WP must keep electronic records of residential and non-residential customer including names, addresses, account statuses, billing, and payment history. Additionally, record of all complaints, requests, issues or concerns. The County is to have 24-hour access to this data.	N/A
2	Customer Complaint Log	Original Agreement	Reporting	11.2.1	WP shall submit the Customer Complaint Log quarterly in electronic format to the CM within seven days after the end of each calendar quarter.	Within seven days of end of each quarter
3	Collection Routes and Schedule Changes	Original Agreement	Reports/ Documents/ Notifications	11.3.1	WP was required to electronically submit a description and color-coded map of all routes by October 1, 2011. Any changes to routes, schedules, or service levels must be submitted electronically at least 30 days before implementation.	As needed- at least 30 days prior
4	Collection Schedule Delays	Original Agreement	Reports/ Documents/ Notifications	11.3.2	WP shall notify the CM of any delays greater than 24-hours in the daily collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two hours of occurrence.	As needed- within 2 hours of occurrence
5	Updated Vehicle and Equipment List	Original Agreement	Reports/ Documents/ Notifications	11.3.3	WP shall report any changes in the fleet of vehicles and equipment in writing to the CM in the monthly report following such change.	As needed- Monthly
6	Recycling Report	Original Agreement	Reports/ Documents/ Notifications	11.3.4	WP must conduct quarterly set-out counts to measure residential recycling participation. WP must also include in the recycling report the weight of recyclable materials collected, compared to solid waste from single-family dwelling units.	Quarterly

7	Solid Waste Cart and Recycling Bin Report	Original Agreement	Reports/ Documents/ Notifications	11.3.5	WP shall provide an annual report to the County which indicates the number of regular solid waste carts, bear resistant carts, bear proof carts, and recycling bins distributed to both single-family dwelling units and non-residential customers.	Annually
8	Accidents and Property Damage	Original Agreement	Reports/ Documents/ Notifications	11.3.6	WP shall notify the CM of any accidents involving damage to public or private property by WP's staff or vehicles while performing duties under this agreement within 24-hours of occurrence or within 24-hours of WP becoming aware of the damage, whichever occurs first.	As needed- within 24-hours
9	Franchise Fee Payment Support	Amend. 1	Payments to County	13.1	WP shall provide non-residential customer name, address and amount collected to the County each month with Franchisee Fee Payment.	Monthly- by the 25th
10	Performance Bond	Original Agreement	Bond	14.1	WP will provide a Performance Bond in the amount equal to 100% of the contract amount.	Annually
11	Insurance	Original Agreement	Insurance	15	WP must ensure continuous insurance coverage throughout the agreement. The County must be listed as Additionally Insured.	Annually
12	Liquidated Damages	Original Agreement	Penalties	21	Any customer complaint must be resolved to the County's satisfaction within 24-hours of notification, or it will be considered legitimate. Failure to resolve complaints within this timeframe may result in a \$50 per incident per day liquidated damages assessment. Additionally, excess complaint-related calls may incur a \$50 per incident assessment, excluding complaints resolved within 24 hours, in addition to other assessments outlined in the agreement.	

Excerpts of the referenced sections of the agreements can be found in Appendix A (Original Agreement) and B (Amendment 1).

Reference 1: CM has 24-hour access to Trac EZ, an online tracking service provided by WP, but it only shows complaint/incident information for residential customers, not for commercial customers. It does not provide residential or commercial customer names, addresses or billing information. The data may be available upon request, but it is not included in the 24-hour access data.

Amendment 1 of the agreement required that on or before February 28, 2021, WP and the County collectively shall perform a physical count of all single-family dwelling units receiving collection and disposal services detailing the number of dwelling units and the parcel identification number on which those dwelling units are located, as maintained by the Wakulla County Property Appraiser. The County and WP shall utilize this data to reconcile the single-family dwelling units receiving collection and disposal services and the County's non-ad valorem assessment roll. Per an email dated 2/18/21 this was completed. The email was from Nannette Watts to David Edwards and Greg James.

Reference 2: Historically these reports were not sent. In October of 2022 this was brought to the attention of WP. It appears that in 2023 WP began attempting to comply with the request but not all reports were sent in a timely manner. For Quarter 1 of 2024 it appears reports were sent on time therefore WP seems to be in compliance with this now.

Reference 3: A Route Map was last sent in August 2023 with a comment that the route had not changed. There was a note in the email sent on 4/8/24 that WP does not believe there has been any change for the

trucks or routes. WP may be in compliance but it is difficult to know if it has not changed or if it is not being sent. Their reference to the report was not definitive. With new developments being built, it seems like there would be additions to the routes/trucks which may be considered a change.

Reference 4: Unless a resident complains, it is difficult to tell if this is not being reported or there are no delays beyond 24-hours occurring. The BOCC does post on Facebook about delays and the CM has indicated she gets a telephone call about delays periodically. There are residents complaining on Facebook about longer than 24-hour delays and commissioners that have gotten involved. It is impossible to determine if all delays are being relayed to the County.

Reference 5: There was a report sent in January 2023 called "Wakulla qtrly truck list". The report was requested again in January 2024 but was not received. As mentioned in Reference 3, there was a note in the email sent on 4/8/24 that WP does not believe there has been any change for the trucks or routes. WP may be in compliance but it is difficult to know if it has not changed or it is not being sent. Again, with new developments, it seems like there would be additions to the routes/trucks but it might not be enough to warrant additional trucks.

Reference 6: A Recycle Report was sent for Quarter 4 2023 and Quarter 1 2024 however all of the details listed in the agreement are not in the report. WP has also told the CM the reports are not correct. Therefore, WP is not in compliance with this requirement.

Reference 7: WP has not sent this report to the CM. However, it was not included in the request for reports sent to WP in July 2023. The CM has requested the report from WP but it has not been received yet.

Reference 8: A resident posted on the "Wakulla Citizens" Facebook group on 4/19/24 about damage done by a WP truck. According to the resident WP has taken care of the issue but the CM was not notified of the damage. It is difficult to know if other issues have occurred or the report is not being sent. See Appendix C for details.

Reference 9: Documentation has not been provided with payment prior to this review. CM requested documentation on 4/1/24. WP sent summary reports on 4/8/24. The summary totals matched the payments but did not include required details. On 4/17/24 WP provided a report with the details matching the most recent payment that had been made to confirm if it would work. CM confirmed that it will work and requested the report be sent by WP to her and to the Clerk of the Courts Finance Department (Finance) moving forward. A payment notice is sent to Finance each month but the report cannot be sent with the payment notice due to how the notice is sent. The report was not sent to the CM or Finance for the April payment until 5/9/24. This payment was processed on 4/29/24, the payments typically come within a week of the 25th, but not always by the 25th as required in the agreement. Finance can withhold the monthly draw payment made to WP if the report is not received.

Reference 10: A current bond is on file. The bond amount has not changed since the original agreement, which states that the bond is to be 100% of the contract amount. Based on population growth, fee increases, and payment records this amount has increased. The payment for residential customers paid by the County to WP is currently \$2,651,418 for the FY23-24, this is the amount paid after franchise fees are deducted. This amount may increase based on new construction paid during the quarterly "true-up" payments made by the County. Non-residential collection is estimated to be a little over 1 million based

on the franchise fee amounts received. Plus, the additional services that the County does not have information on. The bond amount is currently at \$3,015,600 and has been this amount since 2011.

Reference 11: Insurance documents were not on file when IA requested a copy. Procurement said they would reach out to WP on 4/5/24. The current policy was sent on 4/10/24 to IA. Commercial General Liability is \$2,000,000 per occurrence, Auto is \$5,000,000 per accident, Umbrella Liability is \$5,000,000 per occurrence. This is an increase over prior insurance documentation and appears to be in compliance with the agreement based on IA's understanding of the policy.

Reference 12: It looks like some weeks had more than 25 complaints that were not resolved within 24-hours. It does not appear the County is implementing the liquidated damages outlined in Section 21. It looks like the County could assess liquidated damages based on the complaint logs. CM confirmed that the County has come close to assessing the liquidated damages but has decided not to yet.

Conclusions

WP is not currently providing all required reports. The CM has been working with WP to get the reports. According to WP there are some limitations in their software that they are trying to work through to be able to provide all of the reports. A review of the report requirements may be warranted as there is a significant amount of data that is currently required. The County may not get value from all of the data required in the agreement based on the fact that it has not been used and the burden of the request may not justify it if it is not being used. The County may want to review the bond requirements to make sure there is sufficient coverage since the contract amount has increased.

Additionally, the contract states that the County is to receive a franchise fee for the gross receipts in the franchise area. It outlines how the County will receive payment for the franchise fee from the residential customers that pay the solid waste fee through the County via a new construction certificate of occupancy or property taxes and from non-residential customers collection and disposal services. It specifically excludes revenue from non-residential recyclable materials. However, there is no outline on how the additional costs that are assessed directly to residential or non-residential customers by WP would be calculated.

Additional services include charges for side door collection, extra bins, bear proof containers, and other charges outlined in the agreement, see Appendix D for details. Based on the agreement's wording of gross receipts in the franchise area, it appears the County should be receiving franchise fees for this revenue. Since the County has not received the bin counts mentioned in Reference 7 or details on these additional charges it is impossible to determine how much in franchise fees the County is not receiving. If the County determines this revenue should be included as part of gross receipts a determination should be made on how this is to be calculated and it should be added to the contract. The current calculation is residential at 9% and non-residential at 8%. Details of these collections should be added to the report requirements as well.

Appendix A

11.1.1 The FRANCHISEE shall maintain a record of all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues or concerns. The COUNTY shall have 24 hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic database format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost.

11.1.3 Customer Complaint Log: FRANCHISEE shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the FRANCHISEE, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints. The COUNTY shall have 24-hour access to this data.

11.2.1 The FRANCHISEE shall submit the Customer Complaint Log quarterly in electronic format to the Contract Manager within seven (7) Days after the end of each calendar quarter.

11.3.1 Collection Routes and Schedule Changes: FRANCHISEE shall electronically submit a description and color-coded map, in a format acceptable to the Contract Manager, of all routes on or before October 1, 2011. FRANCHISEE shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Contract Manager.

11.3.2 Collection Schedule Delays: FRANCHISEE shall notify the Contract Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

11.3.3 Updated Vehicle and Equipment List: FRANCHISEE shall report any changes in the fleet of vehicles and equipment in writing to the Contract Manager in the monthly report following such change.

11.3.4 Recycling Report: FRANCHISEE shall quarterly perform a set out count of customer participation in the residential recycling program. The set out count shall be conducted on all residential recycling routes for at least a two (2) week period according to a methodology developed by the FRANCHISEE and mutually agreed upon by the FRANCHISEE and the Contract Manager. These counts shall be performed under the direction and to the satisfaction of the Contract Manager. The FRANCHISEE shall provide the results of the set out to the Contract Manager. In addition, in the recycling report, FRANCHISEE shall also identify the amount of each type of Recyclable Material that is collected, by weight, and compare that to the amount of Solid Waste collected from Single Family Dwelling Units.

11.3.5 Solid Waste Cart and Recycling Bin Report: FRANCHISEE shall also provide an annual report to COUNTY which indicates the number of regular Solid Waste Carts, bear resistant carts, bear proof carts, and Recycling Bins distributed to both Single Family Dwelling Units and Non-Residential Customers pursuant to this Agreement.

11.3.6 Accidents and Property Damage: FRANCHISEE shall notify the Contract Manager of any accidents involving damage to public or private property by the FRANCHISEE's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of FRANCHISEE's becoming aware of the damage, whichever occurs first.

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amounts set forth in this section based on the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be equal to nine percent (9%) of the amount collected from the non ad-valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County prior to making payment to the FRANCHISEE as provided in section 12.1.1.

14.1 The FRANCHISEE will provide the COUNTY an annually renewable Performance Bond in the amount of one hundred percent (100%) of the contract amount, estimated to be \$3,015,600 for the first Contract Year, as a guarantee to the COUNTY of faithful performance under the terms of this Franchise. This Performance Bond shall be written by a company with a Class 9, A or higher financial rating as shown in Bests Key Rating Guide. Notwithstanding anything contained in this Agreement to the contrary, the liability of the principal and the surety under this bond is limited to the contract term of the Franchise. This Performance Bond shall cover any costs associated with securing a replacement hauler in the event of FRANCHISEE's default. Any extensions or renewals of this bond must be in writing by the principal and the surety, failure to extend or renew a bond by the principal and the surety shall constitute a default under this bond.

15.1.1 FRANCHISEE shall not commence work under this Agreement until the COUNTY's Procurement Department provides written approval of the types and limits of insurance specified in this Agreement. All insurance shall continuously remain in-force during term of Agreement.

15.1.2 The term COUNTY, as used in this section of the Agreement, is defined to mean Wakulla County, Florida, as well as any its appointed and elected officials of any type, its employees, volunteers, representatives and agents.

15.1.3 Insurance shall be issued by an insurer whose business' standard, public reputation, financial stability and claims payment-history are all satisfactory to COUNTY, for COUNTY's sole benefit only. COUNTY does not represent these types or amounts of insurance to be sufficient or adequate to protect FRANCHISEE's interests or liabilities, but are merely minimums. All of FRANCHISEE's insurance coverages shall contain both a "Primary and Non-Contributory Clause" and a "Severability of

Interest Clause" where applicable, at COUNTY's sole opinion. To the extent permitted by the laws of the State of Florida, FRANCHISEE waives any rights of subrogation and recovery from or against the COUNTY. FRANCHISEE deductibles/self-insured retentions shall initially be disclosed to, and may be disapproved by, the COUNTY. At the option of COUNTY, FRANCHISEE shall reduce or eliminate such deductibles/self-insured retentions. FRANCHISEE shall be responsible for the amount of any incurred deductibles/self-insured retentions. The insurer(s) providing such required insurance coverages pursuant to this Agreement shall be qualified to do business in State of Florida. Unless it is otherwise agreed, the amounts, forms and types of insurance shall conform to the below specified minimum requirements.

15.1.4 In the event of failure of the FRANCHISEE to maintain any of the insurance coverages required in this Agreement, or fail to furnish Certificates of Insurance as required in this Agreement, the COUNTY shall have the right (but not the obligation) to purchase and maintain any of the required insurance coverages. Upon presentation of a receipt documenting payment by the COUNTY, all costs for such coverage purchased by the COUNTY will be immediately re-paid by FRANCHISEE to the COUNTY.

15.1.5 FRANCHISEE's insurance coverage obtained pursuant to this agreement shall extend to all activities performed under this agreement, including but not limited to Collection and Disposal services, operation of the Transfer Station, and lease of the Transfer Station.

15.2.1 FRANCHISEE shall purchase and shall maintain **Worker's Compensation Insurance** coverage for all of the State of Florida's Workers' Compensation obligations, whether FRANCHISEE is legally required to do so, either individually or corporately. Additionally, the policy or separately obtained policy, must include **Employers Liability** coverage of at least **\$1,000,000** per person-accident, **\$1,000,000** per person-disease, and **\$1,000,000** aggregate-disease.

15.2.2 Such insurance shall comply with the Florida Workers' Compensation Law.

15.3.1 FRANCHISEE shall purchase coverage on forms no more restrictive than the latest editions of Commercial General Liability, and Business Automobile Liability policies filed by the Insurance Services Office. The COUNTY shall not be considered liable for any premium payment, entitled to any premium return or dividend and shall not be considered a member of any trust, mutual or reciprocal company. **Minimum limits of \$3,000,000 per occurrence, and per accident, combined single limit of liability**

must be provided, with Excess Liability insurance coverage making up any difference between policy limits of the underlying policy's coverages, versus the total amount of coverage required.

15.3.2 **Commercial General Liability** coverage must be provided, including: bodily injury and property damage liability for premises, operations, products and completed operations, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent, shall provide at least broad form contractual liability applicable to this Agreement, personal injury liability and broad form property damage liability. Coverage shall be written on occurrence-type basis with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.3 **Business Auto Liability Policy** coverage must be provided, including bodily injury and property damage liability arising out of operation, maintenance and/or use of owned, non-owned, hired automobiles and employee non-ownership use, with COUNTY listed as an Additional Insured by an endorsement to such insurance policy.

15.3.4 **Excess Liability Insurance** coverage shall not be more restrictive than the underlying insurance policies' coverages. Excess Liability insurance coverage shall "drop-down" to provide coverage, if and when the underlying liability limits might be exhausted. This coverage shall be written on an occurrence-type basis.

15.4.1 Required insurance coverages shall be documented by use of Certificates of Insurance, providing that COUNTY shall be notified at least 90-days in advance of any cancellation, non-renewal, adverse change or restriction in coverage. For Commercial General Liability and any Excess Liability coverages FRANCHISEE shall, at the option of COUNTY, have FRANCHISEE's insurer(s) to provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of such liability coverages. Further, if a reduction or impairment of any of the aggregate limits of any insurance policy(s) occur, or is anticipated to occur, the FRANCHISEE shall take immediate action to have the reduced or impaired aggregate limit(s) reinstated to the full extent required under this Agreement, or the FRANCHISEE shall be required to immediately purchase additional insurance that will restore, and make available, the required limits of liability. FRANCHISEE shall replace any canceled, adversely changed,

restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY the required Certificate(s) of Insurance under the new policies, prior to the effective date of such cancellation, adverse change, non-renewal or restriction.

15.4.2 COUNTY shall be listed as Additional Insured by endorsement on both the Commercial General Liability (and any applicable Excess Liability) insurance coverage policy(s). Also, this Agreement shall be specifically listed on all Certificates. Any deductibles/self-insured retentions in excess of \$10,000 shall be listed on any applicable Certificate. If required by COUNTY, the FRANCHISEE shall have its insurance agent or its insurance company furnish to COUNTY, one complete, signed and dated duplicate-copy of the FRANCHISEE's current and previous insurance policy(s), forms, endorsements, jackets and any other items forming a part of or relating to such policies.

15.4.3 Any wording in a Certificate which would make the notification of any cancellation, adverse change, non-renewal or restriction in coverage to the COUNTY, an option of the insurer, shall be deleted or crossed out by the insurer or by the insurer's employee. The FRANCHISEE shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to COUNTY and shall file with COUNTY, Certificates of Insurance representing the new policies prior to effective date of such cancelation, non-renewal, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to COUNTY, the FRANCHISEE shall, upon instructions of COUNTY, cease all operations under this Agreement until directed in writing by COUNTY to resume operations.

15.4.4 Neither satisfying the purpose of the required insurance, nor the furnishing of such Certificates of Insurance, shall constitute either a partial or a total satisfaction of FRANCHISEE's indemnification of COUNTY, as is required in the HOLD HARMLESS and the PAY ON BEHALF OF clauses which are set forth below.

15.4.5 The "Certificate Holder" address should read: Board of County Commissioners of Wakulla County, Florida, Attention: Procurement Department, 3093 Crawfordville Highway, Crawfordville, Florida 32327, with copy to all such persons or entities listed in the Notice Section of this Agreement.

21.1 Any customer complaint will be resolved to the COUNTY's satisfaction within twenty-four (24) hours from the time the FRANCHISEE is notified or it will become a legitimate complaint. If not resolved within twenty-four (24) hours, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;
- (b) Failure to clean-up spillage caused by the FRANCHISEE. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;
- (c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;
- (d) Failure to clean up leaking vehicle fluids from the FRANCHISEE's vehicles on roads or sides of roads;
- (e) Failure to maintain equipment in a clean condition; and

21.2 Effective December 1, 2011, complaint-related telephone calls received by the COUNTY in excess of twenty-five (25) per week may result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 21.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

21.3 In the event the FRANCHISEE wishes to contest such assessment(s), the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the County Administrator. In the event the FRANCHISEE wishes to contest the County Administrator's decision, the FRANCHISEE shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Contract Manager shall notify the FRANCHISEE in writing of any action taken with respect to FRANCHISEE's claims and the decision of the Board will be final.

11.1.1 The FRANCHISEE shall maintain a record of the Franchise Fee collected from Non-Residential Customers, all customer names, addresses, account statuses, billing, and payment history, and a record of all complaints, requests, issues, or concerns. The COUNTY shall have 24-hour access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

11.1.2 The FRANCHISEE records required herein shall be maintained in an electronic format, such as the Track-Ez system, approved by the Contract Manager. The database shall be readily available for inspection or audit by the COUNTY at any time during normal operating hours and information in the records shall be shared with the COUNTY upon request. In addition, the COUNTY reserves the right to request an annual audit of the FRANCHISEE's billing records and customer list prepared at the FRANCHISEE's cost. Additionally, on or before February 28, 2021, FRANCHISEE and COUNTY collectively shall perform a physical count of all Single Family Dwelling Units receiving Collection and Disposal services detailing the number of dwelling units and the Parcel Identification Number on which those dwelling units are located, as maintained by the Wakulla County Property Appraiser. The COUNTY and FRANCHISEE shall utilize this data to reconcile the Single Family Dwelling Units receiving Collection and Disposal services and the COUNTY's non-ad valorem assessment roll. The FRANCHISEE shall notify the County the next business day in the event a residential customer changes its collection from Residential to Commercial, and also the same applies to Commercial customers changing to Residential collection.

[underline indicates additions; ~~strikethrough~~ indicates deletions]

13.1 The FRANCHISEE shall pay the COUNTY a Franchise Fee in the amounts set forth in this section based on the FRANCHISEE's gross receipts within the Franchise Area. For residential customers, such amount shall be up to equal to nine percent (9%) of the amount collected from the non-ad valorem assessment imposed by the COUNTY. The Franchise Fee for residential customers shall be retained by Wakulla County prior to making payment to the FRANCHISEE as provided in section 12.1.1. The amount of the residential Franchise Fee shall be calculated by deducting the sum of (1) the annual fee payable to FRANCHISEE for Collection and Disposal services to Single Family Dwelling Units and (2) collection and administrative costs applicable to the non-ad valorem assessment from the total amount of the non-ad valorem assessment imposed by the COUNTY pursuant to Section 12.1.1. The County shall provide Waste Pro with the total number of residential units deducted from franchise count. For Non-Residential Customers, FRANCHISEE shall pay the COUNTY a Franchise Fee equal to eight percent (8%) of the amount collected monthly from providing Non-Residential Collection and Disposal Service no later than the 25th day of each month. FRANCHISEE shall provide Non-Residential Customer Name, Address and amount collected to COUNTY each month with FRANCHISEE Payment. The Franchise Fee for Non-Residential Collection and Disposal Service shall not include revenues or receipts generated from collection or disposal of Recyclable Materials collected from Non-Residential Customers.

Appendix C

Waste pro took out my elect pole today and i need help with a generator till tomorrow afternoon electrician is coming to assess the damage make a list of supplies and back in the morning to put in a new pole and then talcum will come out and put a new meter on and reconnect my electric I just need a generator to cool my house down it is very hot does anybody have one that can help me please



Author Top Contributor

the driver was driving too fast through the part and the top of the trash truck snagged a wire and pulled 4 poles and wires down when I got home the elect lines where laying on my house and ground ,she left the property and continued on the route . FHP was here . Waste was here . Talquin it was a mess ..

Appendix D

Residential Service	Cost Per Year
1 Solid Waste & 1 Recycle weekly. White goods / Bulk Waste quarterly, and Bulk Waste less than 2 cubic yards with Solid Waste. Includes mandatory side door pick-up for handicapped. Includes Respondent providing designated size solid waste roll-off cart and recycling container for each Single Family Dwelling Unit.	\$201.00
Residential Ancillary Cost	
May be requested by customer - cost shall reflect add-on cost to Option 1 above. Will be billed by FRANCHISEE.	
Side Door Collection: garbage - recycle - Non-handicap	\$84.00
Additional standard roll-out container (if requested) Cost reflects additional fee per container (96 gallon only)	\$36.00
NOTE THAT ALL CUSTOMERS WITH THIS SERVICE PRIOR TO OCTOBER 1, 2020 WILL CONTINUE TO BE CHARGED THE ORIGINAL COST OF \$3.00 YEAR	
Bear resistant container(s) (if requested) Cost reflects additional fee per container. (96 gallon only)	\$6.00
Bear proof container(s) (if requested). Cost reflects additional fee per container. (96 gallon only)	\$100.00
Special Services for Residential and Non-Residential	Charge
On-call Bulk Waste Pick-Up (per cubic yard per pickup up to 2 Cubic Yards if requested by customer)	\$25.00
Cart Exchange (for requests in addition to 1 in first year and subsequent 1x annual free exchange- includes delivery) (per cart)	\$35.00
Residential call back for collection as a result of customer error	\$0.00
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse; Includes delivery (per cart)	\$65.00
Key Charge (allowed when container access requires driver to remove lock to empty container) (per container per month)	\$15.00
Enclosure Charge (allowed when collection requires removing container from an enclosure and replacing it with empty) (per container per month)	\$15.00
Gate Service Charge (allowed when collection requires passing through a gate in order to access a container) (per container per month)	\$15.00
Transfer Station Charge Per Ton (\$5.00 Minimum Fee) (All materials coming in except for White Goods, E-Scrap and Motor Oil)	\$100.00

Non - Residential Service	
Roll Off Dumpster Service	Cost Per Pick-Up
12 cubic yard bin	\$250.00
20 cubic yard bin	\$300.00
30 cubic yard bin	\$300.00
40 cubic yard bin	\$300.00
30 yard self contained compactor	\$350.00
40 yard stationay compactor	\$350.00
Disposal Charge Per Ton (roll-off dumpsters and compactors)	\$117.30
Roll-off dumpster delivery charge	\$200.00
Commercial Hand Load Service	Cost Per Month
96 gallon barrel service	\$19.00
Commercial Dumpster Service	Cost Per Pick-Up
2 cubic yard bin	\$18.00
4 cubic yard bin	\$33.00
6 cubic yard bin	\$46.00
8 cubic yard bin	\$58.00
Commercial dumpster delivery charge	\$52.00
Commercial dumpster re-delivery charge (delinquent accounts)	\$77.00

Fees Effective November 08, 2022