

RESOLUTION NO: 94 - 143

A RESOLUTION APPROVING AN EXTENSION OF AND AN AMENDMENT TO THE BROWNING FERRIS INDUSTRIES OF FLORIDA, INC. SOLID WASTE FRANCHISE AGREEMENT; AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida (the "Board"):

Section 1. Authority For This Resolution. This Resolution is adopted pursuant to the provisions of St. Johns County Ordinance No. 89-20 as amended, and other applicable provisions of law.

Section 2. Definitions. Unless otherwise defined herein or the context otherwise requires, the capitalized terms used herein shall have the meaning assigned to them in Ordinance No. 89-20, as amended (the "Ordinance").

Section 3. Findings. It is hereby ascertained, determined and declared as follows:

1. Pursuant to the Ordinance, the Board, after a public hearing, may (i) enter into a franchise or contract with qualified applicants for the collection, transportation and/or disposal of solid waste in the County for a period of time not to exceed seven years upon such terms and conditions as the Board may determine to be in the public interest, and (ii) modify the

rates, fees and charges to be paid to a Franchisee for the collection and transportation of Residential Solid Waste.

2. The Board has heretofore entered into a franchise with Browning Ferris Industries of Florida, Inc. (the "Franchisee") dated as of January 23, 1990 (the "Franchise"), which Franchise remains in full force and effect. The County, by notifying the Franchisee, may renew or extend the term of the Franchise and the County has elected to do so and has so notified the Franchisee.

3. The County, through the Board, has adopted Ordinance No. 94-07 (the "Collection/Recycle Ordinance") establishing a system by which the County levies special assessments on non-exempt residential property within the Franchise area for the availability and provision of residential solid waste collection, transportation and/or recycling services. Pursuant to Section 3(f) of the Franchise, the County and the Franchisee have negotiated a fee to be paid by the County to the Franchisee to make available and provide such services.

4. The Board has received satisfactory evidence of the requirements of Section 29 of the Ordinance and the Franchisee has covenanted to comply with the requirements thereof.

5. The rate hereinafter described that will be payable by the County to the Franchisee was determined and established in accordance with the provisions of Section 35 of the Ordinance and Section 7 of the Franchise. Such rate shall remain subject to

modification and the rate setting procedures established under Section 35 of the Ordinance and Section 7 of the Franchise, which rate setting provisions have not been altered, repealed or voided by the Collection/Recycle Ordinance.

Section 4. Extension of Franchise Term. The term of the Franchise is hereby extended from the effective date hereof through July 31, 2001.

Section 5. Increased Obligations of Franchisee.

(a) As of January 1, 1995, in addition to Rubbish, Garbage, Yard Trash and other solid waste that is or can reasonably be anticipated to be produced or generated from Residential Property, the term "Residential Solid Waste" as used in the Franchise shall also be deemed to include White Goods and Refuse (as defined therein).

(b) As of January 1, 1995, the number of Garbage Receptacles that Franchisee shall collect from a unit on any given collection day will no longer be limited to six. There shall be no limit on Garbage Receptacles to be collected on any given collection day.

Section 6. Authorization of Execution and Delivery of the Amendment to Solid Waste Franchise Franchise. The Amendment to Solid Waste Franchise Franchise, substantially in the form attached hereto as Exhibit "A" with such changes, corrections, insertions and deletions as may be approved by the Chairman or Vice Chairman of the Board of County Commissioners of St. Johns

County, Florida, such approval to be evidenced conclusively by his or her execution thereof, is hereby approved and authorized; the Board hereby authorizes and directs the Chairman or Vice Chairman of the Board of County Commissioners of St. Johns County, Florida to execute and the Clerk or Deputy Clerk to attest under the Official Seal of the County, the Amendment to Solid Waste Franchise Agreement and to deliver the Amendment to Solid Waste Franchise Agreement to the Franchisee; and all of the provisions of the Amendment to Solid Waste Franchise Agreement, when executed and delivered by the Board as authorized herein and executed by the Franchisee, shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 7. Rate Modification. Commencing January 1, 1995, the rate payable by the County to the Franchisee under the Franchise shall be \$8.55 per month for each unit of Non-Exempt Residential Property (as such term is used in the Collection/Recycle Ordinance) within the Franchise Area. From and after such date, the Franchisee may no longer charge or collect fees from other persons or entities for the level of services covered by such rate. This rate shall remain subject to change in accordance with Section 35 of the Ordinance and Section 7 of the Franchise. In return for such rate, the Franchisee shall provide and/or make available the services set forth in the

Exhibit "A" Amendment to Solid Waste Franchise Agreement attached hereto.

Section 8. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separable from the remaining covenants, agreements and provisions and shall in no way affect the validity of any of the other provisions hereof or of the Franchise.

Section 9. Repealing Clause. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 10. Effective Date. This Resolution shall become effective upon its adoption.

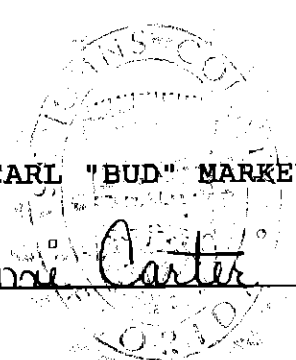
DULY ADOPTED in regular session this 9th day of August, 1994.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Alan Roberts
Its Chair

ATTEST: CARL "BUD" MARKEL, CLERK

By: Yvonne Carter
Deputy Clerk



AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT

THIS AMENDMENT TO SOLID WASTE FRANCHISE AGREEMENT (this "Amendment") is made and entered into as of the 9th day of August, 1994, by and between St. Johns County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and Seaboard Sanitation, Inc., a Florida corporation, now know as Seaboard Waste Systems, Inc. (hereinafter referred to as "Franchisee");

WITNESSETH:

WHEREAS, the County and the Franchisee entered into that certain Solid Waste Franchise Agreement dated the 23rd day of January, 1990 (hereinafter referred to as the "Franchise");

WHEREAS, Section 5 of the Franchise authorizes the County to renew the Franchise by notifying the Franchisee;

WHEREAS, the County has elected to renew the Franchise and has so notified the Franchisee;

WHEREAS, Section 7 of the Franchise authorizes the modification of Rates in the manner set forth therein;

WHEREAS, the County and the Franchisee have agreed on the renewal, on a current Rate and on further amendments to the Franchise.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and set forth in the Franchise, together with other good and valuable considerations, the parties hereto agree as follows:

1. As of January 1, 1995, Section 2, subparagraph (hh) of the Franchise is hereby amended to read as follows:

"(hh) 'Residential Solid Waste' shall mean Rubbish, Garbage, Yard Trash, Refuse and White Goods and other such solid waste that is, or can reasonably be anticipated to be, produced or generated from Residential Property. Residential Solid Waste shall not include Special Waste, Sludge, Industrial Waste, Construction Debris, Hazardous Waste, Biohazardous Waste, Land Clearing debris, trash and debris associated with farming operations, radiological waste, Tires or wrecked, scrapped, ruined or dismantled vehicles, boats or aircraft or their parts."

2. Section 5 of the Franchise is hereby amended to read as follows:

"Section 5. Term. The term of this Franchise shall be for a period beginning August 9, 1994 and extending through July 31, 2001. The Franchise may be renewed at the option of the County for an additional five years following the expiration of the initial or any successive terms, by notifying the Franchisee, at least 1 year prior to the expiration of the applicable term, of the County's renewal of same."

3. Effective as of January 1, 1995, the Rate to be paid by the County to the Franchisee shall be \$9.05 per month for each unit of Non-Exempt Residential Property (as such term is used in

St. Johns County ordinance 94-7, as amended from time to time) in the Franchise Area. In return for such Rate the Franchisee shall provide or make available to each unit of Non-Exempt Residential Property within the Franchise area the services described on Exhibit A" Service Levels that is attached hereto and incorporated herein. From and after such date the Franchisee may no longer charge or collect fees from other persons or entities for the level of services covered by such Rate. This Rate shall remain subject to review and modification pursuant to the provisions of Section 7 of the Franchise.

4. As of January 1, 1995, the number of Garbage Receptacles that Franchisee shall collect from a unit on any given collection day will no longer be limited to six. There shall be no limit on Garbage Receptacles to be collected on any given collection day.

5. In the event of any conflict between the terms of the Franchise and the terms of this Amendment, the terms of this Amendment shall control. Except as expressly modified herein, the terms of the Franchise shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the day and year first above written.

Signed, sealed and delivered

in the presence of:

Alan Roberts

James D. Willis

SEABOARD SANITATION, INC.

By: [Signature]

Felix A. Crawford,
President

(CORPORATE SEAL)

ST. JOHNS COUNTY, acting by
and through its BOARD OF
COUNTY COMMISSIONERS

By: Alan Roberts
Its Chair

ATTEST: CARL "BUD" MARKEL CLERK

By: Yvonne Carter
Deputy Clerk

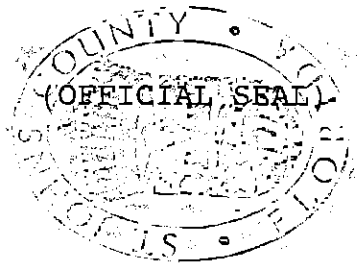


EXHIBIT A

SERVICE LEVELS

Rubbish/Garbage:

1. Once per week curbside pick up on a day to be scheduled by Franchisee and approved by the County.
2. Must be placed in Garbage Receptacles of no more than 32 gallons and weighing not more than 50 pounds loaded.
3. Unlimited number of Garbage Receptacles.

Yard Trash:

1. Once per week curbside pick up on a day to be scheduled by Franchisee and approved by the County.
2. All Yard Trash capable of being containerized must be placed in Garbage Receptacles of not more than 32 gallons and weighing no more than 50 pounds loaded. An unlimited number of such Garbage Receptacles shall be collected on any given collection day.
3. Any Yard Trash which, because of its size or bulk, cannot reasonably be containerized shall also be collected; provided, however, the quantity of such non-containerized Yard Trash shall not exceed five cubic yards per Residential Solid Waste Generator per collection day. Tree limbs and tree trunks must not exceed five feet in length nor exceed 50 pounds in weight.

Recovered Materials:

1. Once per week curbside pick up on a day to be scheduled by Franchisee and approved by the County.
2. Co-mingled Recovered Materials shall be placed in Recycling Containers provided by the County.
3. All Recovered Materials shall be processed and marketed by Franchisee.

White Goods/Refuse/packing material:

The Franchisee shall collect at the normal Residential Solid Waste pick up point all White Goods, Refuse and packing material of Residential Solid Waste Generators without additional charge, provided that Franchisee may require that it be notified in advance as to the material being discarded. The Franchisee shall then inform the Residential Solid Waste Generator of the designated pick up day for such items which shall not exceed five business days from the date of notice.

*All capitalized terms used herein shall have the meaning assigned to them in the Franchise. The Service Level described herein may be altered, modified or changed with the approval of the Franchisee and the County Administrator.

COPY OF ADVERTISEMENT

The St. Augustine Record

PUBLISHED EVERY AFTERNOON MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared _____

SHERRY R. FREE

who on oath says that she is

ACCOUNTING CLERK

of the St. Augustine Record, a

daily newspaper published at St. Augustine in St. Johns County, Florida: that

the attached copy of advertisement, being a _____

NOTICE OF PUBLIC HEARING

in the matter of _____

SEABOARD SANITATION, INC.

in the _____ Court,

was published in said newspaper in the issues of _____

JULY 23, 1994

Affiant further says that the St. Augustine Record is a newspaper published at St. Augustine, in said St. Johns County, Florida, and that the said newspaper has heretofore been continuously published in said St. Johns County, Florida, each day and has been entered as second class mail matter at the post office in the City of St. Augustine, in said St. Johns County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing the advertisement for publication in the said newspaper.

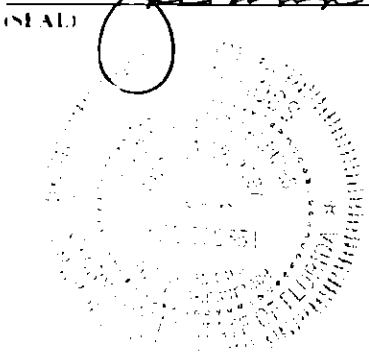
Sworn to and subscribed before me _____

Sherry R. Free
Zoe Ann Moss

this _____ 26th _____ day of July

A.D. 19 94

Zoe Ann Moss
Notary Public



NOTICE OF PUBLIC HEARING PERTAINING TO THE EXTENSION AND/OR MODIFICATION OF THE EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENTS EACH DATED JANUARY 23, 1990 BETWEEN ST. JOHNS COUNTY AND SEABOARD SANITATION, INC. AND BETWEEN ST. JOHNS COUNTY AND BROWNING FERRIS INDUSTRIES OF FLORIDA, INC. AND THE AUTHORIZED COLLECTOR AGREEMENT DATED JANUARY 14, 1993 BETWEEN ST. JOHNS COUNTY AND PRINCE A. MCDUGLE.

NOTICE IS HEREBY GIVEN THAT THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AT ITS REGULAR MEETING ON TUESDAY, AUGUST 9, 1994 AT 1:30 P.M. IN THE COUNTY AUDITORIUM, COUNTY ADMINISTRATION BUILDING, 4020 LEWIS SPEEDWAY (COUNTY ROAD 16-A) ST. AUGUSTINE, FLORIDA, WILL HOLD A PUBLIC HEARING TO DETERMINE WHETHER OR NOT TO EXTEND AND/OR MODIFY THE SOLID WASTE FRANCHISE AGREEMENTS BETWEEN THE COUNTY AND SEABOARD SANITATION, INC. DATED JANUARY 23, 1990 AND BETWEEN THE COUNTY AND BROWNING FERRIS INDUSTRIES OF FLORIDA, INC. DATED JANUARY 23, 1990 AND THE AUTHORIZED COLLECTOR AGREEMENT DATED JANUARY 14, 1993 BETWEEN ST. JOHNS COUNTY AND PRINCE A. MCDUGLE AND IF APPROPRIATE, TO EXTEND AND/OR MODIFY THOSE DOCUMENTS.

The Franchise Agreements and the Authorized Collector Agreement are on file in the office of the county administrator of the St. Johns County Administration Building, 4020 Lewis Speedway, and may be examined by parties interested prior to said public hearing.

All parties having any interest in the matter will be afforded an opportunity to be heard at the public hearing.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD OF COUNTY COMMISSIONERS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON

WHICH THE APPEAL IS TO BE BASED.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact David Halslead, ADA Coordinator, at (904) 823-2501 or at the County Administration Building, 4020 Lewis Speedway, St. Augustine, FL 32095, or the Florida Relay Service: 1-800-955-8770, not later than 5 days prior to the date of the meeting.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
CARL "BUD" MARKEL
ITS CLERK
By Patricia DeGrande,
Deputy Clerk
L737 July 23, 1994