



**Town of Cutler Bay**  
**CHECKLIST**

**FOR NON-EXCLUSIVE COMMERCIAL SOLID WASTE FRANCHISE**

Applicant: \_\_\_\_\_ Application #: \_\_\_\_\_

	<u>Applicant</u>	<u>Staff</u>
<input type="checkbox"/> Completed & Signed Application Form	_____	Initial: _____
<input type="checkbox"/> Application Fee (\$750.00)	_____	Initial: _____
<input type="checkbox"/> Vehicle Registration Fee (\$25.00 per Vehicle)	_____	Initial: _____
<input type="checkbox"/> Account Registration Fee (\$100.00 per Account)	_____	Initial: _____
<input type="checkbox"/> Insurance Certificate(s)	_____	Initial: _____
<input type="checkbox"/> Copy of County Waste Hauler Permit	_____	Initial: _____
<input type="checkbox"/> Copy of County Business Tax Receipt	_____	Initial: _____
<input type="checkbox"/> Copy of Town's Business Tax Receipt	_____	Initial: _____
<input type="checkbox"/> Payment Bond	_____	Initial: _____
<input type="checkbox"/> List of Customer Accounts within the Town	_____	Initial: _____
<input type="checkbox"/> Evidence of Licensed, Approved Disposal Facility	_____	Initial: _____
<input type="checkbox"/> Signed Indemnity Release	_____	Initial: _____

*For Internal Use Only*

Finance Dept.:	_____	Date: _____
Town Manager:	_____	Date: _____
Town Clerk:	_____	Date: _____

**TOWN PERMIT NO.** \_\_\_\_\_



**TOWN OF CUTLER BAY  
INFORMATION SHEET #1  
FRANCHISEE FEES  
AND  
REPORTING REQUIREMENTS**

Each private hauler is required to establish and maintain appropriate records, showing the amount of monthly solid waste collection and disposal service fee receipts for each of its accounts located in the Town. All records shall be open to inspection or audit by the Town Manager, or his designee, during regular business hours, after reasonable notice, to audit, inspect and examine the franchisee's fiscal books and records and tax returns, insofar as they relate to Town accounts, to confirm the franchisee's compliance with this chapter.

- A. All private haulers operating in the Town shall pay the following franchise fees to the Town for the privilege of collecting, removing or disposing of solid waste from commercial or multi-family residential establishments over the streets or public rights of way located within the Town:
1. The franchise fee shall be in addition to any occupational license taxes levied by the Town upon the franchisee's business activities.
  2. The franchisee shall pay a franchise fee to the Town equal to seventeen percent (17%) of its monthly total gross receipts for all of its accounts which are located in the Town.
  3. The franchise fee shall be paid to the Town by the private hauler on a monthly basis. The franchise fee is due on the fifteenth (15<sup>th</sup>) day of the month succeeding the month for which the franchise fee is being paid.
  4. The franchise fee shall be accompanied by a report to the Town Manager designating the names and addresses of each account of the private hauler located in the Town that was provided solid waste collection and disposal service for the preceding month. The report shall include the monthly total gross receipts of all such accounts.
- B. If the franchise fee is not paid by the fifteenth (15<sup>th</sup>) of the month by the private hauler, an additional monthly surcharge, equal to seventeen percent (17%) of monthly total gross receipts for the preceding month, shall be payable to the Town for each month the payment franchise fee is delinquent. Additionally, the franchisee shall pay all the Town's collection expenses, including court costs and reasonable attorney's fees. If the fee is not

paid by the first (1<sup>st</sup>) of the following month due, the Town shall have the right to call franchisee's payment bond, and will begin the process of revoking the franchise.

C. If any audit or examination discloses an underpayment to the Town greater than seventeen percent (17%) of the required payment, in addition to payment of the underpayment, the franchisee shall pay for the expenses of the audit and a penalty equal to three (3) times the underpayment.

D. Each and every franchisee shall pay a permit per account fee annually of one-hundred dollars (\$100.00) for each account with whom they contract for the provision of commercial solid waste services. The franchise may only pass on an amount not to exceed forty-eight dollars (\$48.00) of said permit per account fee to each contracted customer. Said permit per account fee shall not be transferable. The annual period will begin October 1<sup>st</sup> and end September 30<sup>th</sup>. Permit per account applications submitted before the fifteenth (15<sup>th</sup>) of the month will be charged.

**Reporting Requirements**

**Due By:** \_\_\_\_\_

On or before \_\_\_\_\_, \_\_\_\_\_, the franchisee shall deliver to the Town Manager a statement of the **franchisee's annual gross receipts** generated from accounts within the Town prepared by **an independent certified public accountant** and certified by the owner or corporate officer or partner, reflecting the franchisee's gross receipts within the Town for the franchisee's fiscal year. This information will be used to estimate and adjust the payment bond required under this ordinance.

**Additional Reporting Requirements**  
**(Refer to Town Ordinance 08-01)**

**TOWN OF CUTLER BAY**  
**INFORMATION SHEET #2**  
**REQUIRED PAYMENT BOND**

**During the initial year of the franchise**, the applicant is required to provide the Town with a payment bond in the amount not less than ten thousand dollars (\$10,000.00). **After the initial year of the franchise**, a payment bond or an acceptable alternative in an amount equal to the applicant's previous twelve (12) month franchise fee(s) paid to the Town or a minimum of fifteen thousand dollars (\$15,000.00), whichever is greater, as security for any fee(s) due to the Town under the franchise agreement(s) with good and sufficient sureties conditioned upon the compliance of the terms of this chapter and such form as the Town attorney may require.

The form of security approved by the Town and furnished by the franchisee is required as a guarantee that the franchisee will execute the work in accordance with the terms of this chapter and will pay all franchise fee payments due to the Town.

The surety provided to the Town may be on Town Form SW-5 or on a form provided by a surety company that meets all the minimum requirements and guarantees contained on the Town's form.

**TOWN OF CUTLER BAY  
(SOLID WASTE FRANCHISEE'S)  
PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_ [name of principal/franchisee] as PRINCIPAL/FRANCHISEE AND \_\_\_\_\_ [name of surety], as SURETY, are bound to the Town of Cutler Bay, herein called TOWN, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL/.FRANCHISEE:

1. Performs the Franchise Agreement dated \_\_\_\_\_ between PRINCIPAL/FRANCHISEE and TOWN (hereinafter Franchise Agreement) and abides by all of the terms of said Franchise and the TOWN's Ordinance No. 08-01, as amended, (hereinafter Franchise Ordinance), said Franchise Agreement and Ordinance being made parts of this bond by reference, at the times and in the manner prescribed in the Franchise Agreement and Ordinance; and
2. Promptly makes all payments to TOWN as is required pursuant to the Franchise Agreement; and
3. Pays TOWN all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that TOWN sustains because of a default by PRINCIPAL/FRANCHISEE under the Franchise Agreement; and
4. Performs all duties and responsibilities pursuant to the Franchise Agreement and Franchise Ordinance, then this bond is void; otherwise it remains in full force.

Any changes in or under the Franchise Agreement documents and compliance or noncompliance with any formalities connected with the Franchise Agreement or Franchise Ordinance does not affect SURETY's obligation under this bond.

IN WITNESS WHEREOF, the above-abounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

PRINCIPAL/FRANCHISEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

WITNESS:  
SURETY:

Signature \_\_\_\_\_

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

Signature: \_\_\_\_\_

Its: \_\_\_\_\_

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

Countersigned by  
Resident Florida Agent of SURETY:

Signature \_\_\_\_\_

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

(Copy of Agent's current State of Florida  
License issued by Florida Insurance  
Commissioner shall be attached hereto).

**[THIS SPACE LEFT INTENTIONALLY BLANK]**