

# Excerpts from Curbside Pickup Franchise Agreements

## Program Purposes

To establish a term contract with a vendor(s) to provide the households of the unincorporated areas of Lexington County, within established service areas, with curbside, or optional backyard, collection of household garbage normally generated by households, and curbside collection of yard waste and recyclable materials normally generated by households.

To provide scheduled once per week collection of household garbage, yard trash and recyclable items. Household garbage, yard trash and recyclable items shall not be co-mingled.

The Contractor for each service area shall, on a regular basis, set aside one (1) week per quarter during which household furnishings, appliances, and other large items placed at curbside by the customer shall be removed by the Contractor.

- Appliances such as refrigerators shall have doors removed for safety purposes.
- The Contractor shall be responsible for payment of any fees for the disposal of these items as would usually be assessed against the resident.
- The Contractor and the customer shall enter into a separate agreement for this service and the Contractor may collect a reasonable fee for this additional service.

The Contractor shall provide dependable solid waste collection service to all single family and duplex residential households electing to subscribe and pay for such services within the franchised area.

## Household Waste (MSW, Municipal Solid Waste)

- Contractor shall furnish for each customer's use one (1) minimum 90-gallon container (roll-cart type) per household.
  - The roll cart furnished to the Customer shall prominently display the name and telephone number(s) of the contractor and will remain the property of the Contractor.
  - The customer shall be responsible for costs related to replacing the roll cart if it is lost or stolen or to repair or replace the roll cart if it is damaged due to any reason other than normal wear or Contractor abuse.
- Residential solid waste shall be collected from a point not more than five (5) feet from the edge of the nearest public or private road to the resident receiving the service.
  - Residences on corner lots may receive the service from the front or side street.
  - Said collections shall not begin before 6:30 a.m. and shall be completed by 7:30 p.m. on collection days with no service on Sundays, except in time of an emergency as determined by the County.
  - The collections of household garbage, household trash and yard trash shall be no less than once a week and collections will be scheduled for Monday through Friday (except as specified in this agreement).
- Household waste shall not be mixed with yard trash and each must be picked up separately.

## Back Yard Pickup

- Contractors shall, at the request of the customer, provide back yard collection of residential solid waste for medically verified disabled customers at no additional charge. The Lexington County Director of Solid Waste Management, in accordance with established Verification Policies, shall make verification of medical disability (see attached Medical Disability Verification Form).
- The Contractor shall provide, as an option, back yard collection to other customers at an **additional** cost not to exceed 100% of the cost for curbside service.
- In the case of back yard service, the customer shall make certain that pets and/or other impediments do not block the Contractor's access to the container and the Contractor shall make certain that any gates utilized to access a back yard pickup are left as they were originally found. Indiscriminate shortcuts over private property such as lawns, fences, hedges, etc., will be avoided.

## Preparation of Yard Waste for Pickup Yard Waste

- All yard waste shall be placed in bags or containers, or when practical, should be bundled.
  - Bags and containers, except those containers provided by the contractor, shall not exceed 60-gallon capacity.
  - Leaves, weeds, grass clippings, shrub clippings, straw and other such matter shall be bagged or containerized.
  - Only household garbage shall be placed in the Contractor provided roll cart.
  - The Contractor shall be required to remove up to the equivalent of two (2) collection truck hoppers of yard waste during any single week of service. It is estimated that two (2) collection truck hoppers of yard waste shall equal the approximate amount of yard waste to occupy an area of four feet cubed (4' long X 4' wide X 4' tall).
  - Garbage and trash generated on residential property shall be removed so long as provisions set forth in this contract are met and provided none of the following prohibited are included:
    - a. Industrial and commercial waste;
    - b. Hazardous materials;
    - c. Construction materials, except incidental materials generated in the normal upkeep of a household by the occupant;
    - d. Dirt, rocks, bricks, concrete blocks, etc;
    - e. Refuse from commercial tree cutters;
    - f. Debris from trees, cut by anyone, which exceed four (4) inches in diameter or four (4) feet in length;
    - g. Dead animals or large amounts of animal waste;
    - h. Tires, batteries, vehicle parts, used oil, oil filters, paint, and any other product considered to be petroleum, oil, or lubricant related.

## Customer Billing

- Contractors shall distribute bills for payment to all customers not later than the 15th calendar day of the last month prior to the start of a new quarter (September, December, March, June).
- Payments from customers to the contractor shall be due before the 16th calendar day of the first month of each quarter (October, January, April, July).
- Customers in delinquent payment status shall be given a written warning by the Contractor providing the customer ten (10) days to bring the account status current.
- If, after ten (10) days the account remains past due, the roll cart will be picked up and service to that customer will be terminated.
- In the event of terminated service, the Contractor may retrieve the roll cart as long as breach of peace is not violated, (i.e. the Contractor cannot enter locked property or cannot enter property if the owner instructs them to leave).
- Should service be terminated for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service.
- The Contractor shall maintain the right to utilize the County Magistrate's Court system and charge the customer the appropriate court fee(s) as necessary in order to retrieve the roll cart or monetary compensation for the roll cart.
- Should service be canceled by the customer for any reason, a fee of thirty-five (\$35.00) dollars may be charged by the Contractor to reinstate service. Reinstatement occurs when service recommences for any account that was canceled by the customer during the previous twelve (12) months, except when no current occupant (owner, lessee, or renter) of the account address resided at that address when the service was canceled.
- Service resumed after the thirteenth month begins shall be considered new service and shall not be subject to a reinstatement fee.
- The Contractor is not required to initiate or reinstate service for any resident with a delinquent past due account from that or other addresses.
- Effective October 1, 2006 and each successive October 1<sup>st</sup>, the contractor may implement a fuel surcharge based on the average cost of highway use diesel fuel (fuel) during the previous September through August (twelve-month) period based on South Region data provided by the U. S. Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) and shall be listed as a separate item on each customer billing. In the event the average cost per gallon of fuel decreases from one year to the next, the surcharge shall also be decreased. Should the average cost per gallon of fuel during any September through August period not exceed \$2.51, there will be no fuel charge added. In the event the average cost of a gallon of fuel exceeds \$3.50, the County may negotiate an appropriate increase in the base rate or authorize expansion to the above table to meet the current fuel costs.

## Recycling

- Contractors shall provide recyclables collection service on a once per week schedule.
- Recyclable materials are not required to be separated by type of material except that glass recycling must be separated from other recycle commodities. Broken glass is not acceptable.
- Recycling shall not be placed in paper or plastic bags.
- Recyclables cannot be co-mingled with household garbage or yard trash.
- Recycling containers.
  - Upon request, Contractors shall provide for purchase, at cost, one curbside recycling collection container to each collection service subscriber.
  - Contractor shall bill the customer on first quarter's invoice.
  - Additional containers shall also be billed, at cost.
  - If the customer chooses, container(s) other than those sold by the contractor may be used for recycling materials, however any customer provided containers must be easily identifiable as being for recyclables and shall meet the following specifications:
    - Capacity: 18 gallon capacity or less
    - Construction/Material: Seamless one-piece injection molded plastic (High density polyethylene) with hand-holds.
- Types of recyclables (minimum).
  - Plastics - #1 through #7
  - Newspapers
  - Aluminum
  - Glass Containers (County will accept glass containers separated by color [green, brown, clear] at no cost to the Contractor)
  - Magazines
  - Bi-metal cans
  - Cardboard