

ORDINANCE NO. 2000-01

AN ORDINANCE PROVIDING FOR MANDATORY SOLID WASTE COLLECTION IN THE PREVIOUSLY DEFINED AREAS OF SPRING HILL AND VOLUNTARY SOLID WASTE COLLECTION IN THE REMAINDER OF THE COUNTY; PROMULGATING THE FINDINGS OF THE BOARD OF COUNTY COMMISSIONERS; ESTABLISHING DEFINITIONS; ESTABLISHING FRANCHISE DISTRICTS; PROMULGATING PROHIBITED ACTS; ESTABLISHING COMMERCIAL LICENSE CONDITIONS; ESTABLISHING RESIDENTIAL FRANCHISE CONDITIONS; PROMULGATING INDEPENDENT CONTRACTOR STATUS FOR FRANCHISEES AND LICENSEES, REQUIRING COMPLIANCE WITH LAWS AND REGULATIONS; ASSIGNABILITY AND RECORDS, ESTABLISHING RULES FOR OPERATIONS, ESTABLISHING OPERATIONS AND GENERAL PROVISIONS; ESTABLISHING EQUIPMENT STANDARDS AND REQUIRING ROUTE LISTS AND NOTICE OF CHANGES IN ROUTES; ESTABLISHING RULES FOR DISPOSAL FACILITIES; REPEALING ORDINANCE NO. 87-11 AND OTHER COUNTY ORDINANCES, RESOLUTIONS, RULES OR REGULATIONS IN CONFLICT WITH THIS ORDINANCE, PROVIDING FOR LIBERAL CONSTRUCTION OF THIS ORDINANCE, PROVIDING A SEVERANCE CLAUSE, PROVIDING FOR TITLE TO WASTE, PROVIDING FOR INCLUSION IN THE CODE AS REVISED CHAPTER 14, DIVISION 2, PROVIDING FOR AN EFFECTIVE DATE.

THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS FINDS THAT:

WHEREAS, the Hernando County Board of County Commissioners has determined that it is in the best interest of the community to establish special regulations for the collection and disposal of solid waste in Hernando County;

WHEREAS, Chapter 125.01 (1)(K)(1), Florida Statutes authorizes counties to provide and regulate waste and sewage collection and disposal, water supply, and conservation programs;

WHEREAS, the Hernando County Comprehensive Plan mandates the management of solid waste; and

WHEREAS, the Hernando County Board of County Commissioners has a responsibility to protect the public's health, safety, and welfare.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, that the following provisions are hereby enacted.

SECTION 1. SHORT TITLE

This Ordinance shall be referred to as the "Solid Waste Collection and Disposal Ordinance."

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HERNANDO COUNTY
FLORIDA

SECTION 2.

AUTHORITY

This ordinance is enacted under the home rule powers of the County to regulate the accumulation, collection, transportation and disposal of refuse in the interests of the public health, safety, and welfare of the citizens and residents of Hernando County. Wherever used in this ordinance, the singular shall include the plural, and the masculine shall include the feminine and the neuter.

SECTION 3

FINDINGS

It is hereby ascertained, determined, and declared that:

- A. To ensure the health, safety, and welfare of the citizens of Hernando County, all solid waste generated in Hernando County must ultimately be deposited only at those disposal sites approved by the Board.
- B. Minimum solid waste collection requirements are needed to define the role of the Solid Waste Collector and Customer within Hernando County. This Ordinance defines the responsibilities of both the Solid Waste Collector and the Customer.
- C. Franchise Districts must be established to delineate geographical boundaries and to prevent solid waste collection companies from infringing on other disposal business within the County.

SECTION 4

DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the meanings ascribed to them in this section unless different meanings are clearly indicated by the context of their use:

- A. *Agreement or Franchise Agreement.* A binding agreement between the Board and a Franchisee setting forth the terms, duration and other conditions for the franchise
- B. *Applicant.* One who desires to obtain a residential franchise or commercial license to transport or collect solid waste for hire or remuneration or other consideration in Hernando County, Florida.
- C. *Backyard Composting.* The composting of organic solid waste, such as grass clippings, leaves or food waste, generated by a homeowner or tenant of a single or multi-family residential unit or an apartment complex unit, where composting occurs at that dwelling unit. The maintenance of a compost pile shall not create a nuisance.
- D. *Biomedical Waste.* Any solid or liquid waste which may present a threat of infection to humans. The term includes nonliquid tissue and body parts from humans and other primates; laboratory and veterinary waste which contains human disease-causing agents; discarded sharps; and blood, blood products, and body fluids from humans and other primates
- E. *Board.* The Board of County Commissioners of Hernando County, Florida.

- F. *Bonds.* Proposal, Performance, and/or Payment Bond and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.
- G. *Bulk Waste or Special Waste.* Solid waste that may require special handling and management, and which by reason of its bulk, shape, or weight cannot be placed in a container or bundled. This waste includes, but is not limited to, furniture, mattresses, box springs, white goods (such as refrigerators, stoves, hot water heaters), waste tires, large automotive parts, or bulky metal.
- H. *Bulk Waste Collection Service.* A service to the residential customer which may be required to be provided as part of a Franchise Agreement; specifically, the collection of Bulk or Special Waste.
- I. *Callbacks* - The return to the Customer's premise for the purpose of rendering service based upon the Customer's contention that his or her solid waste was not collected.
- J. *Commercial license or License.* A license granted by the Department to a solid waste collector to provide commercial service within the County at large on a free enterprise basis between the Customer and Solid Waste Collector.
- K. *Commercial Service.* The mechanical containerized pickup or container pickup provided by a commercial licensee to hotels, motels, rooming houses, tourist courts, travel trailer parks, campgrounds, rental mobile home developments, bungalow courts, apartment buildings with five or more rental apartments, co-operative apartments, condominiums of five or more units, business establishments, churches, schools, hospitals, office buildings, and any other business or commercial establishment whatsoever.
- L. *Commercial Waste.* Solid waste generated by stores, offices, restaurants, warehouses and other businesses, excluding residential waste from single family or multi-family homes that pay the annual solid waste disposal assessment.
- M. *Construction and Demolition Debris.* Discarded material generally considered to be not water soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally result from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
- N. *Container.* A container made of non-absorbent material provided with a closely-fitting cover, side bail handles, and of forty-five (45) gallons or less gross capacity or a waterproof bag of adequate strength and material to prevent tearing or leakage. Each "container" can have a maximum weight of fifty (50) pounds.
- O. *County.* The unincorporated area of Hernando County, Florida, and incorporated areas for which the municipality does not provide or regulate the solid waste collection service.

Where the context of the ordinance requires a different definition, the word "County" means Hernando County, a political subdivision of the State of Florida.

- P. *Curbside Collection.* Service rendered whereby solid waste is picked up from a point within six (6) feet or as near to the curb or road surface of a paved, improved or unimproved road as is safely possible.
- Q. *Customer.* A person directly benefitting from commercial or residential solid waste collection service as provided by this Ordinance.
- R. *Department.* The county department that the Board may appoint to administer and enforce this Ordinance.
- S. *Director.* The director of the Hernando County Utilities Department or his authorized representative. In the event the Board appoints another county department to administer and enforce this Ordinance, then the term director will mean the director of the appointed department or his authorized representative.
- T. *Disposal facility.* Any solid waste disposal facility that is appropriately permitted by the Florida Department of Environmental Protection.
- U. *Franchise Districts.* The sanitation districts and geographical areas which are administratively identified and defined for purposes of facilitating the orderly collection, transportation and disposal of solid waste. The specified franchise district for each residential Franchisee shall be set forth in the Agreement.
- V. *Franchisee.* Any person to whom the board has awarded a residential franchise.
- W. *Garbage.* All kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- X. *Hazardous waste.* Waste, or a combination of wastes, which, because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to, an increase in mortality, or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. These materials may include, but not be limited to, volatile, chemical, biological, explosive, flammable, radioactive and toxic materials.
- Y. *Health unit.* The Hernando County Health Unit.
- Y. *Industrial waste.* Solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes; electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; rubber and miscellaneous plastic

products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment.

- Z. *Landfill rate.* The fee or fees charged by the County to any Licensee, Franchisee, or person for the disposal, dumping, or unloading of non-residential solid waste at a County owned, operated, or designated disposal area or disposal site.
- AA. *Licensee.* Any person to whom the board has granted a commercial license.
- BB. *Mechanical container.* Any portable, non-absorbent container acceptable to the health nit which is used to store large volumes of solid waste and which is emptied by mechanical means.
- CC. *Person.* Any person, firm, association, organization, partnership, joint venture, corporation, business trust or company, and any officer or agent thereof.
- DD. *Rear door pickup.* The services rendered by a franchisee whereby the franchisee, collects from the side or rear of a dwelling unit. Any residential pickup other than curbside and bulk waste service is subject to negotiation between the Customer and the Franchisee.
- EE. *Recyclable Material.* Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- FF. *Recovered Materials.* Metal, paper, glass, textile, plastic or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or re-use as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal.
- GG. *Residential Customer.* Any residential unit which volunteers to receive Residential Collection Service, and pays the annual solid waste disposal assessment.
- HH. *Residential franchise.* A contract awarded by the Board to a collector of solid waste, pursuant to the provisions of this Ordinance, wherein the refuse collector agrees to be bound by the terms of this Ordinance and agrees to provide and is granted the right to provide the following described refuse collection services:

Curbside service, bulk waste service and rear door pickup to residential premises lying within specified geographical areas of the County. The specified geographical area for each residential franchise shall be established by the Board in accordance with the provisions of this Ordinance and set forth in the residential franchise. Any such residential franchise shall be subject to the provisions of this Ordinance and the rules and regulations adopted pursuant thereto.

- II *Residential collection service.* Container pickup provided by a Franchisee to any single family, multifamily home not exceeding four dwelling units under one common roof, or multifamily home that may have opted to pay the annual solid waste disposal assessment,

thus allowing them to be eligible to subscribe to curbside collection. For purposes of calculating the number of dwelling units, each dwelling unit (apartment) shall constitute a separate unit.

- JJ. *Route.* The area that is serviced by a single collection vehicle on a single day for Residential Collection Service.
- KK. *Single Family Residential Unit.* Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure, unattached to similar structures, primarily for owner occupancy, but from time to time may be rented or leased; the term includes mobile homes, manufactured housing, or trailers. Each residential unit is assessed for solid waste disposal on the property tax bill.
- LL. *Site.* The location upon or in which the Franchisee bases its operations.
- MM. *Solid waste.* Garbage, rubbish, refuse, special waste, or other discarded material, including solid or semisolid waste resulting from domestic, industrial, commercial, mining, agricultural, or government operations.
- NN. *Solid Waste Collector.* A Franchisee or Licensee who collects solid waste from customers for remuneration.
- OO. *Truck or Vehicle.* Any truck, trailer, semi-trailer conveyance or other vehicle designed for and used to collect solid waste or to haul or transport solid waste upon or along paved or improved roadways.
- PP. *Yard Trash.* Vegetative matter resulting from landscaping maintenance, and includes materials such as tree and shrub trimmings, grass clippings, and palm fronds.

SECTION 5. FRANCHISE DISTRICTS

- A. ESTABLISHMENT OF BOUNDARIES The Board of County Commissioners is hereby authorized to create sanitation districts subject to the provisions of this Ordinance. Such districts may be established, merged, altered or abolished by Resolution of the Board, and shall serve to facilitate the orderly collection and disposal of solid waste. The boundaries of sanitation districts shall be determined by the Board and may include all or part of the unincorporated areas of Hernando County.
- C. ADJUSTMENT OF FRANCHISE DISTRICTS: PUBLIC HEARINGS The Department is charged with the responsibility of determining if a review of the number of sanitation districts and/or a review of the district boundaries is needed. Said determination is to occur no less infrequently than every fifth calendar year. Said determination may be made more frequently, if the Department deems it necessary. The Board shall review the number of and the boundaries of sanitation districts when the Department makes the determination such a review is required. The review shall be accomplished by a public hearing after giving at least fifteen (15) days notice of a public hearing by publication one (1) time in a newspaper of general circulation in the County. Additionally, notice of the public hearing shall be sent by first-class mail to all Franchisees and Licensees.

SECTION 6. RESIDENTIAL SOLID WASTE COLLECTION SERVICE

A. SCOPE OF SERVICES

Residential Customers subject to mandatory collection service pursuant to the Board-approved franchise agreement or resolution or, where applicable, voluntarily subscribing to solid waste collection service shall receive curbside and bulk collection service as follows:

1. Curbside Collection The County shall designate the frequency of collection to be twice a week for all Franchise Districts.

The Franchisee shall collect a limited number of containers as qualified herein of solid waste at least twice weekly, at intervals no more frequently than seventy-two (72) hours, excluding weeks which the County-designated disposal facilities are closed for a holiday, from a point within six (6) feet or as near to the curb or other paved, improved or unimproved road as is safely possible. Service shall be offered Monday/Thursday, Tuesday/Friday or Wednesday/Saturday.

The service is limited to a total of three (3) containers, bags, or bundles, or equivalent amount, per pickup. Containers and/or bags, including content, are not to exceed fifty (50) pounds each. Bundled yard trash is limited to bundles not in excess of fifty (50) pounds and four (4) feet in length. Branches or limbs cannot exceed four (4) inches in diameter.

2. Bulk Waste Collection Services The Franchisee shall complete any requests for bulk waste collection received from a Residential Customer within five (5) calendar days of receipt of the service request, or on the specific date agreed to by the Franchisee and the Residential Customer. The annual number of bulk waste collections per household will be established in the Franchise Agreements.
3. Natural Disturbances In the event of a hurricane or other natural disturbances, service may be reduced to one (1) garbage collection a week for all Franchise Districts until such time as normal service can be resumed, upon approval by the Department. Accumulated yard trash resulting from the said disturbance shall be removed by the franchise holder as expeditiously as possible. The Franchisee is not responsible for removing yard trash quantities in excess of the established work scope.
4. Other Considerations A reasonable interruption of service due to weather or any other cause beyond the control of the franchise holder shall not be considered a breach of the obligation of the franchise holder. A map showing routes and pickup days shall be furnished to the Department.

B. RESPONSIBILITIES OF CONSUMERS

1. Compliance with ordinance. All persons subscribing to the solid waste collection service shall comply with the below relevant provisions.
2. Placement of Solid Waste Containers. Except as otherwise provided, all customers shall place containers of solid waste within six (6) feet or as near to the paved, improved or unimproved roadway abutting the customer's property as safely possible, no later than 6:00 A.M. on the days designated by the Franchisee for solid waste collection. Such curbside placement shall be made by customers no earlier than 6:00 P.M. on the day prior to the day of the designated collection. Containers must be removed by the end of the day that the garbage was collected.
3. Use of garbage and trash containers. Customers shall procure and maintain a container or containers capable of storing a maximum of forty-five (45) gallons of solid waste per container and capable of receiving and holding without leakage or escape of odors the garbage and trash generated on the customer's property. Containers must have close fitting lids on them to prevent rainwater from accumulating in and weighing down the container. All solid waste subject to containerization shall be stored in containers until disposed of pursuant to this Ordinance.

Any container used for the collection or storage of solid waste which fails to meet the standards prescribed by ordinance shall be clearly marked by the Franchisee, for example but not limited to: too large, too heavy, no side handles. The Franchisee must specify the manner in which the container fails to meet these requirements. Any container which fails to meet these requirements and is so marked shall be removed from service by the party furnishing it or brought into compliance, such as for example, but not by way of limitation, by transferring some of the garbage in an overweight container into a second container. Upon failure of the party furnishing the container to remove it from service after written notice by the Franchisee, the Franchisee shall notify the Director who may order the container removed and destroyed by the County or the Franchisee.

4. Payment of fees. All persons subscribing to the collection service shall be obligated to pay a charge for solid waste collection service in amounts negotiated in the Franchise Agreements.

C. RESPONSIBILITY OF RESIDENTIAL FRANCHISEES

Residential Franchisees shall perform all actions as may be required by the Board to ensure solid waste collection service as described in this section. Where a conflict arises between provisions implied or expressed in this Ordinance and any Franchise Agreement between the Franchisee and the Board, the provisions of the Franchise Agreement shall prevail. The implied or expressed provisions of this Ordinance shall be deemed incorporated in such Franchise Agreement as if expressly included.

SECTION 7. PROHIBITED ACTS

- A. **MANNER OF DISPOSAL** It is unlawful for any customer or persons (residential or commercial) possessing, leasing or residing at property to dispose of solid waste by placing it on property or in a dumpster other than their own for the purposes of avoiding collection and/or disposal costs. It shall be unlawful for commercial or business establishments to use the residential transfer stations, even those transporting wastes on behalf of residents who pay the solid waste disposal assessment.

This provision does not apply to the use of the transfer stations by Hernando County residents that pay the solid waste disposal assessment, nor does it apply to backyard composting.

- B. **BURNING OF SOLID WASTE PROHIBITED** It is unlawful for any person to burn any solid waste on private or public property. Open burning of yard trash shall be allowed if in compliance with all applicable State and County ordinances, rules, and regulations.
- C. **TRANSPORTATION OF SOLID WASTE.** It is unlawful for any person to transport over any public road any solid waste which is subject to leakage or spillage unless the solid waste is securely tied or covered so as to prevent leakage and spillage. It is further unlawful for any person to allow solid waste to spill, blow or drop from any vehicle on any road.
- D. **COLLECTION OF SOLID WASTE FOR CONSIDERATION WITHOUT FRANCHISE OR LICENSE** It is unlawful for any person to collect or transport solid waste for hire or for remuneration or other consideration in any form without first being awarded a residential franchise or first being granted a commercial license. This prohibition shall not deprive persons from transporting solid waste generated on their property to a county approved disposal site. This prohibition shall not deprive persons licensed and engaged in demolition services, tree surgery, tree trimming, forestry, landscape maintenance, land clearing, construction or agricultural production from transporting to a County approved disposal site solid waste generated as a result of applying their occupation. It is prohibited for any person to transport solid waste for hire or remuneration or other consideration in any form where the County has neither awarded the person a residential franchise nor granted the person a commercial license. The collection of items for the purpose of recycling is not prohibited but is encouraged. Retail businesses that collect and transport their own recovered materials for recycling shall be exempt from licensing requirements. Businesses that transport recyclables for hire or remuneration shall be required to obtain a commercial license. Recyclers that transport 20 tons or more a week as an average over a period of three months shall be required to obtain a commercial license.
- E. **DISPOSAL AT UNAPPROVED SITES** It is unlawful for any Franchisee or Licensee to dispose of solid waste at any site, public or private, which is unapproved by the Board. Unless otherwise approved, all solid waste shall be disposed of at the Hernando County Waste Management Facility, or other facility designated by the Board in accordance with the laws of the State of Florida. The transportation and disposal of construction and demolition debris is excluded from this prohibition.

- F. ACCUMULATION OF SOLID WASTE For reasons of general health, safety and welfare, including but not limited to health, sanitation and community appearance, it shall be unlawful for any person to accumulate or permit to accumulate any solid waste for a period in excess of seven (7) days upon public or private property in the County. Creation or maintenance of a backyard compost pile shall be considered recycling, not disposal.

SECTION 8. COMMERCIAL LICENSE CONDITIONS

- A. APPLICATION FOR COMMERCIAL LICENSE Applicants for a commercial license to provide commercial services shall obtain an application approved by the Board and shall file an application along with the appropriate fee as set from time to time by Resolution of the Board with the Department. The application shall be transmitted by the Department for appropriate action in accordance with the provisions of this Ordinance.
- B. APPROVAL OF APPLICATION
1. Public Hearing Upon receipt of an application for a commercial license, the Department shall determine the ability of the applicant to comply with the provisions of this Ordinance. A public hearing on such application may be held, if such public hearing is deemed by the Department to be in the public interest. At least fifteen (15) days notice of a public hearing must be given, and the notice shall be published one time in a newspaper of general circulation in the County. Additionally, notice of the public hearing shall be sent by first-class mail to all Franchisees and Licensees.
 2. Findings; issuance In determining whether or not to award a commercial license, the Department shall consider, but not be limited to considering the truth and completeness of the statements in said application, whether the applicant is capable of complying with the provisions of this Ordinance and other applicable rules and regulations.
 3. Denial; notification of denial. The Department shall deny any application for a license if, after due investigation the Department finds and determines as a matter of fact, that statements made in the application are false, that the applicant is unable to provide the service requested, that the need for such service has not been demonstrated, that the applicant does not comply with the provisions of this Ordinance or other applicable regulations, or that approval of the application is not in the best interest of the citizens of Hernando County. Notice of the denial shall be in writing and mailed to the applicant.
- C. ISSUANCE OF COMMERCIAL LICENSE After the Department has approved an application, an agenda item will be prepared, and the application must receive final approval by the Board. Upon Board approval, the Department shall issue a commercial license to the applicant as provided in this Ordinance or in the rules and regulations implementing this Ordinance. Every new applicant who desires to engage in the

occupation of collecting or transporting solid waste in Hernando County shall not commence operations until the commercial license has been issued.

- D. DURATION OF LICENSES AND ANNUAL FEE A Commercial Licensee shall continue operations pursuant to the terms of this ordinance unless its license is revoked by the Board. Licensees shall be subject to an annual renewal fee as set from time to time by Resolution of the Board. The annual fee may be used to compensate the Department for expenses incurred in administration of the provisions of this ordinance and rules and regulations hereunder, including but not limited to the cost of performing annual inspections of a Franchisee's collection vehicles and complaint investigations. Such fee is payable to the Department prior to January 1 of each year.
- E. COMMERCIAL RATES Rates charged by Commercial Licensees for commercial service are not covered by this Ordinance except as provided herein. These services are subject to negotiation between the Licensee and the customer, and such negotiation shall be done in good faith.

SECTION 9. RESIDENTIAL FRANCHISE CONDITIONS

- A. RESIDENTIAL FRANCHISEE The Board may award Residential Franchises either through an Request for Proposal (RFP) process or through negotiations with existing solid waste collectors presently operating in the County. The pre-qualification of proposers will be required as a condition of the RFP.
- B. REQUEST FOR PROPOSALS When the Board deems appropriate, a Request for Proposal to provide Residential Solid Waste Collection Services may be issued in the interest of ensuring the County residents, consumers and customers are receiving the best service for the best price.

The Board will assemble a committee to evaluate the proposals. The committee will consist of staff members with knowledge of solid waste disposal and collection, as well as a Purchasing and Contracts representative, at a minimum. The committee will make recommendations to the Board.

If the Board awards a Franchise District, then the Department must negotiate a formal Franchise Agreement with the successful Proposer.

- C. REJECTION OF RFP'S The Board shall have the authority to reject all proposals. In such case, the Board may direct the Department to negotiate Franchise Agreements with the current solid waste collectors operating in the county.
1. All negotiations conducted by the Department are strictly for the purpose of making a recommendation to the Board. The Board has the final authority to award franchises and approve agreements.
 2. All existing Franchisees who meet the minimum criteria set forth by this Ordinance, shall be presented to the Board. The Board shall then rank, in order of preference, those firms so presented after considering such factors as past

performance, equipment, customer service, recent and projected work loads of the companies, ability and willingness of management to comply with all applicable Federal, State, and local laws, rules and regulations, and the character of directors, owners and managers of the company.

3. Staff shall then negotiate a Franchise Agreement with each company, in the order of its ranking by the Board.
- D. NEW FRANCHISES Every new Franchisee who desires to engage in the occupation of collecting or transporting residential solid waste in Hernando County after the effective date of this Ordinance shall enter into a formal Franchise Agreement in the manner described herein.
- E. DURATION OF FRANCHISES Franchises may be issued for a maximum initial period of five (5) years.
- F. ANNUAL RENEWAL FEE Franchisees shall be subject to an annual renewal fee as set from time to time by Resolution of the Board. The annual fee may be used to compensate the Department for expenses incurred in administration of the provisions of this ordinance and rules and regulations hereunder, including but not limited to the cost of performing annual inspections of a Franchisee's collection vehicles and complaint investigations. The renewal fee is payable to the Department prior to January 1 of each year.
- G. USER RATE STRUCTURE The user rate structure shall be determined by procedures to be negotiated and established in the Franchise Agreements.
- H. BILLINGS AND SERVICE
1. Services rendered to residential customers by the Franchisee shall be governed by the service standards as established in this Ordinance and Federal, State and local rules and regulations, and its Franchise Agreement.
 2. Customers shall be billed directly by the Franchisee. Franchisees may bill for no more than three (3) months in advance. The Franchisee will offer customers the option of paying their bills by electronic funds transfer or equivalent.
 3. The Franchisee may discontinue service to any customer who fails to pay for solid waste collection service when due. The Franchisee may take any and all steps, including but not limited to lien, legal complaint or other court action, to collect amounts due and, in mandatory service areas, to compel payment and require payment for future services.
 4. Suspension of service for absences in excess of ninety (90) days shall be allowed provided the request for the suspension of service is made at least thirty (30) days in advance of the date the suspension is to be effective. The customer is not relieved of the obligation to pay for services billed prior to the required notification. Any credit due shall be made by the Franchisee on the next billing.

The intent of this provision is to relieve the Franchisee of the obligation to issue refund checks for suspension of services that occur after the billing was rendered which included the suspension period.

5. Franchisee shall be entitled to a lien for uncollected fees due from customers.
- I. Neither Hernando County nor any of its officers or employees shall be liable for, or in any way responsible, for the payments of any service rates or charges due the Franchisee by customers.
- J. Nothing in this Ordinance shall be construed to give the Franchisee the right to collect waste from commercial or industrial establishments without a Commercial License.

SECTION 10. PROOF OF INSURANCE

Each Franchisee and Licensee shall furnish proof to the County that all liability and workers' compensation insurance laws of the State of Florida have been complied with and shall supply the Board with evidence of comprehensive general public liability, property damage and business auto insurance coverage in an amount deemed to be adequate by the Board.

SECTION 11. PERFORMANCE BONDS

- A. The Board shall require all Residential Franchisees to post with the Board a cash, surety and/or performance bond in such amount as set from time to time by Resolution of the Board. If a surety performance bond is used, it shall be furnished by a surety satisfactory to the Board or County attorney. All bonds shall be payable to the County and shall be conditioned upon the full and faithful performance by the Franchisee of his obligations under this Ordinance and shall be kept in full force and effect by the Franchisee. Failure to post the required bond shall be grounds for revocation or denial of a residential franchise.
- B. As a condition of the Board awarding a franchise or issuing a commercial license, the applicant agrees to the terms of this Ordinance and to comply with such terms, subject to the provisions of Section 6C. The Franchisee or Commercial Licensee shall appear and defend all actions against the County arising out of the exercise of said franchise or commercial license and shall indemnify and save the County, its officers, employees, and agents harmless and free of all claims, demands, actions, or causes of action of every kind and description arising out of or in any way connected with the exercise of the residential franchise or commercial license.
- C. Notwithstanding any provision of this Ordinance or of any Franchise Agreement to the contrary, the County shall initiate and apply all necessary actions to maintain solid waste collection services in the event of a slowdown or stoppage due to strike, bankruptcy, natural disaster or any other cause which results in the disruption of said services.

SECTION 12. FRANCHISEE OR LICENSEE AS INDEPENDENT CONTRACTOR

It is expressly agreed and understood that the Franchisee or Licensee is in all respects an independent contractor as to the work, notwithstanding in certain respects that the Franchisee or Licensee is bound to follow the direction of designated County officials, and that the Franchisee or Licensee is in no respect an agent, servant or employee of the County. This Ordinance specifies the work to be done by the Franchisee or Licensee, but the method, manner and means to be employed to accomplish this work shall be the responsibility of the Franchisee or Licensee, unless otherwise provided in this Ordinance.

SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS

The Franchisee and Licensee shall comply with all applicable Federal, State, and County ordinances, laws, rules and regulations and all amendments throughout the duration of their franchise agreement or license. The Franchisees and Licensees and their surety shall indemnify, defend and save harmless the County from and against any claim, demand, suit, judgment, settlement, costs or expenses, including without limitation court costs and attorneys' fees, arising from or in connection with any violation of any such law, rule and regulation, whether by himself, his employee or his subcontractor.

SECTION 14. SUSPENSION OR RELINQUISHMENT OF A FRANCHISE OR COMMERCIAL LICENSE; CHANGES IN OWNERSHIP; ASSIGNABILITY; RECORDS

- A. GENERAL The Board is empowered to suspend or revoke any solid waste collection franchise agreement or commercial license granted hereunder when said Franchisee or Licensee fails to comply with this Ordinance or rules and regulations related thereto. Such revocation or suspension by the Board may be taken after notice, which notice shall provide Licensee or Franchisee with the nature of the violation resulting in the action being taken, and after public hearing in which Franchisee or Licensee shall have the opportunity to be heard.
- B. CHANGE IN OWNERSHIP. In the event there is a change in ownership of any kind or nature of a "person", as defined, or a company to whom a franchise agreement or commercial license was issued, the Franchisees or Licensees shall notify the Board in writing of such a change ninety (90) days prior thereto. The proposed owner of the residential franchise or commercial license shall provide the Board with an application and fees as set by Resolution of the Board. The proposed owner shall comply with all requirements set forth for new applicants. The proposed owner shall assume and be liable for all action of the prior owner under the license or franchise and shall agree to the terms of this Ordinance and to comply with such terms, subject to the provisions of Section 6C. The Board shall have the right to approve or disapprove the Change in Ownership applications after review and public hearing. The above shall apply to changes in controlling stock ownership in the corporation, changes in partnerships or limited partnerships or percentage participation therein, or transfer from an individual to another individual of any interest in the operating company.
- C. RESIDENTIAL FRANCHISE OR COMMERCIAL LICENSE NOT ASSIGNABLE The Residential Franchise or Commercial License granted herein shall not be assignable, either voluntarily or by operation of law. If the Franchisee or Licensee shall at any time

become insolvent, or if proceedings in bankruptcy shall be instituted by or against the Franchisee or Licensee, or if the Franchisee or Licensee shall be adjudged bankrupt or insolvent by the Court, or if a receiver or trustee in bankruptcy or a receiver of any property of the Franchisee or Licensee shall be appointed in any suit or proceeding brought by or against the Franchisee or Licensee, or if the Franchisee or Licensee shall make an assignment for the benefit of creditors, then and in each and every such case, the residential franchise or commercial license and the rights and privileges granted thereby shall immediately cease, desist and be forfeited and canceled without notice, suit or other proceedings.

- D. SUBLETTING RESIDENTIAL FRANCHISE OR COMMERCIAL LICENSE The residential franchise or commercial license, or any portion thereof, shall not be sublet except with prior written consent of the Board. No such consent will be construed either as making the County a party of or to such subcontract, or as subjecting the County to liability of any kind to any subcontractor. No subcontract, shall, under any circumstances, relieve the Franchisee or Licensee of his liability and obligation under his contract, and despite any such subletting, the County shall deal through the Franchisee or Licensee. Subcontractors will be dealt with as workmen and representatives of the Franchisee or Licensee, and as such shall be subject to the same requirements as to character and competence as are other employees of the Franchisee or Licensee.
- E. RELINQUISHMENT OF FRANCHISE OR LICENSE The Franchisee or Licensee may of his own volition relinquish his franchise or commercial license provided that the Board is granted sufficient time, but not less than ninety (90) days, to assure that adequate solid waste collection will continue. The Board may cancel a franchise agreement or commercial license which remains inactive for a period of thirty (30) days.
- F. RECORDS REQUIRED Upon termination, suspension, or revocation of a residential franchise, the Franchisee shall submit to the Board within ten (10) days adequate records for the purpose of resuming or continuing service to the Franchisee's customers; and the Board may designate another Franchise or other solid waste collection company to provide solid waste collection service to such customers.

SECTION 15. OPERATIONS AND GENERAL PROVISIONS

- A. NOTICES All notices required or given pursuant to this Ordinance shall be deemed properly served when sent Certified in the United States Mail, addressed to the Franchisee or Licensee at his local office or residence. Notices addressed to the County shall be directed to the Franchise Director, 20 N. Main Street, Brooksville, Florida 34601.
- B. QUANTITY The Franchisee shall be required to pickup solid waste generated by a residential property provided same is placed in the approved size and number of containers or appropriately bundled and set at curbside. Solid waste not subject to containerization nor subject to being bundled or which exceeds fifty (50) pounds or four (4) feet in length shall be collected pursuant to the bulk waste collection service provisions of the Franchise Agreement.

- C. REAR DOOR PICKUP Services such as below ground collection, collection from the side or rear of a dwelling unit, or collection from other than curbside of solid waste subject to Rear Door Collection Service is not covered by the rate setting provisions of this Ordinance. Such services are subject to negotiation between the Franchisee and the customer. The Board retains jurisdiction to review and determine reasonable fees to be charged by the Franchisee for such services when in the opinion of the Board a sufficient number of complaints have been received to indicate that the Franchisee is not negotiating reasonable fees for such service.
- D. HOLIDAYS The Franchisee may, at his discretion, operate during County-designated holidays. If collection days are to be changed due to holidays, announcements explaining the holiday schedule shall be sent to the customer with the preceding bill or at the time a customer is given first service. If a resident's solid waste collection day falls on a holiday in which the Franchisee does not operate, then the resident's solid waste will be picked up on the next regularly scheduled collection day. The Franchisee will collect double the amount of solid waste on that day. The following are the holidays that the designated disposal facilities are closed: New Years Day, Independence Day, Thanksgiving Day, and Christmas Day. If the Waste Management Division elects to close the disposal facility on any other days, the Franchisee will be provided with at least two weeks notice.
- E. HOURS OF COLLECTION: Solid waste collection shall begin no earlier than 6:00 a.m. and cease no later than 6:00 p.m. In the case of an emergency, as designated by the County and later evidenced by a written memorandum confirming the approval, collection shall be permitted at times not allowed by this subsection.

In the case of holidays whereon the Franchisee does not collect, the Franchisee may collect later than 6:00 p.m. on the next collection day immediately following the holiday provided such collection is made in a manner that does not unduly affect customers. Franchisees will not be required to provide a written memorandum for this occurrence.

- F. CONDUCT OF PERSONNEL The Franchisee or Licensee shall require his employees to serve the public in a courteous, helpful and impartial manner. All Franchisee or Licensee employees both in the field and office shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of the Franchisee or Licensee. Employees shall make collection with as little noise and as little disturbance as possible. No employee shall disturb or otherwise meddle with property that is impertinent to the proper execution of his duties. Care should be taken to prevent damage to property, including shrubs, flowers and other plants. Waste receptacles shall be carefully handled by the employees and shall be thoroughly emptied and left at the premises where they are found, standing in a vertical position (either upright or upside down) and with covers placed on or adjacent to the can at the curbside. This work shall be done in a sanitary manner and any waste spilled by the collector shall be immediately picked up by the collector.

Employees shall not be required to expose themselves to the danger of being bitten or otherwise attacked by vicious animals in order to accomplish collection. In any case where the owner or tenants have such animals at large, the Franchisee shall immediately

notify the Department and the County's Animal Control Officer in writing of such condition and of his inability to make collection because of such condition.

SECTION 16. EQUIPMENT, ROUTES, NOTICE OF CHANGES

- A. COMPLIANCE WITH ORDINANCE Equipment operated by Franchisees and Licensees must comply with the provisions of this section.

It shall be unlawful to collect solid waste for hire or remuneration within the County with collection equipment that does not meet the requirements of this Section.

- B. TYPE OF TRUCKS. The bodies of trucks used in the collection or transportation of solid waste shall be designed for solid waste collection and have bodies which are watertight to a depth of not less than twelve (12) inches, with solid metal sides and fully covered, or vehicles which transport commercial containers. Bulk Waste Collection Service vehicles are not required to be fully covered. Any such vehicle exceeding 3/4th ton capacity shall be equipped with a device for mechanical unloading. The County shall have the authority to waive the requirement that a vehicle be fully enclosed in the event of an emergency.

The Franchisee shall not utilize front-loading collection trucks for residential collection service.

The Franchisee or Licensee shall not utilize within Hernando County any vehicle or equipment, with the exception of automobiles and light trucks, that are used for collection service in other Counties or service areas without written approval from the Director. Under no circumstance can a Franchisee co-mingle solid waste from another county with Hernando County solid waste.

- C. CONDITION OF TRUCKS Collection shall be made and the equipment operated and maintained by a franchisee in a manner as to prevent the dropping or scattering of solid or liquid waste anywhere except in a County approved disposal facility. All trucks will be washed on the inside and outside with suitable cleanser, disinfectant and/or deodorant bi-weekly at a minimum. All vehicles shall be maintained in proper mechanical condition and shall conform to all Federal, State, and local rules and regulations. It shall be unlawful to collect solid waste with equipment that leaks any fluids, which includes but is not limited to hydraulic fluid, oil, or leachate. All trucks shall be inspected for sanitary cleanliness at least once annually or more often by the Department.

If a truck is not in compliance with the conditions of this Ordinance, the Department may issue a Citation to the Franchisee or Licensee. See Section 20. If the Franchisee or Licensee fails to pay the fine or correct the items contained in the Citation, the Department may issue additional Citations. If the Franchisee or Licensee still does not pay the additional fines or fails to come into compliance with the conditions of this Ordinance, a court appearance may be required and the truck's operating certificate may be revoked.

- D. TRUCK IDENTIFICATION. All Franchisees and Licensees shall have painted or stenciled in four (4) inch high letters in a prominent place of each side of every truck used in the collection of refuse the telephone number of the refuse collector, the name of the collector, the truck number and the truck weight. Each vehicle shall contain a copy of the current certificate issued by the Department, as evidence of the Franchisee's or Licensee's rights. The Department is hereby authorized to deny or revoke the tag or decal of any vehicle that fails to meet requirements of this Ordinance. No Franchisee or Licensee shall use a firm name containing the words "County" or "Hernando", or other words implying Hernando County ownership.
- E. EQUIPMENT REQUIRED The Franchisee or Licensee shall provide sufficient equipment to maintain regular schedules of collection and to promptly and efficiently perform his duties under this Ordinance. Each Franchisee and Licensee shall ensure that every truck carries on a regular basis a shovel, a broom and a fire extinguisher, first aid kit, and other equipment as required by the Department.
- F. MECHANICAL CONTAINERS Mechanical containers furnished by the Licensee shall be watertight, non-absorbent, equipped with close fitting, covers suitable to protect the contents from flies, insects, rats, and other animals (open top roll-off containers are exempt from this close fitting cover requirement.) The container shall not have any inside structure, such as inside bands or reinforcing angle or anything within, that would prevent the free discharge of the contents. It shall be free of jagged or sharp edges. Mechanical containers shall be kept in good repair and working condition by the Licensees. Upon customer request and subject to negotiation of cost, the Licensee will provide cleaning and sanitizing of mechanical containers. The area in which the container is kept shall also be maintained in a clean, sanitary, and safe condition, the responsibility of which would fall on the customer. The name of the Licensee and telephone number shall be painted on or decals affixed to the container in a size and manner as prescribed by the Department.
- G. ROUTE LIST AND NOTICE OF CHANGES The Franchisee shall keep current a list of routes for residential waste collection service, designating routes for residential waste collection service. The Franchisee shall give proper and reasonable notice to each owner or occupant of the residential premises within the Franchisee's service area specifying the days of pick-up. The Franchisee shall not make any changes in the days of pick up for its routes until each residential premises affected by such change has received at least five (5) days prior notice of the change by first class mail or door hanger.
- H. COMPLIANCE WITH SCHEDULES AND ROUTES The Franchisee shall abide by the routes and schedules. The County reserves the right to deny the Licensee's or Franchisee's vehicles access to certain streets, alleys, bridges and public ways, where it is in the interest of the general public to do so because of the condition of streets or bridges. The Licensee or Franchisee shall comply with all height and weight restrictions for any bridge, or road.
- I. ROUTE RE-RUNS The Director may direct a Franchisee to re-run all or any part of any route when the Director determines that adequate service has not been provided.

SECTION 17. DISPOSAL FACILITIES

- A. All landfills, transfer stations, or other facilities for solid waste disposal shall be appropriately permitted by the Florida Department of Environmental Protection or its successor and in compliance with any applicable laws, ordinances, rules and regulations.
- B. Any and all solid waste collected by a Franchisee or Licensee shall be disposed of only at the County-designated disposal facilities identified and approved by the County and at no other location or facility. If the County is unable to dispose of a Franchisee's or Licensee's solid waste at its disposal facilities due to strikes, repairs to equipment, or any act of God or occurrence beyond the control of the County, then the Department shall notify Franchisee or Licensee, and they shall not be required to dispose of the same at the previously designated disposal facilities during the period of time in which the County is unable to dispose of the solid waste. The County reserves the right to mandate the price or method of ultimate solid waste disposal.
- C. When more than one (1) County approved or designated disposal site exist, the County shall establish a range of the quantity of solid waste which each Franchisee must deliver to each disposal site. A penalty shall be established by Resolution and charged to the Franchisee for not disposing the established quantity of solid waste at the specified disposal site.

SECTION 18. RULES AND REGULATIONS

The Board shall establish by Resolution from time to time such rules and regulations that are deemed necessary for protection of the health, safety and welfare of the citizens of Hernando County.

SECTION 19. VIOLATIONS; PROCEEDINGS TO RESTRAIN VIOLATIONS; PENALTIES

It is hereby declared to be unlawful and a misdemeanor to violate the provisions of this Ordinance. Any person who violates any Section of this Ordinance shall be prosecuted and punished in accordance with general law and/or per *Hernando County Code of Ordinances*, Chapter I, General Provisions; Section 1.8, General Penalty; and/or Article 3, Code Enforcement Ordinance. The Board may bring suit to restrain, enjoin or otherwise prevent the violation of this Ordinance, and shall be entitled to reasonable attorneys' fee in the suit.

SECTION 20. REPEAL OF ORDINANCES

Hernando County Ordinance No. 87-11 is hereby repealed, and all other County ordinances, resolutions, rules or regulations which conflict with the provisions of this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 21. LIBERAL CONSTRUCTION

The provisions of this Ordinance shall be construed liberally in order to effectively carry out the purpose hereof in the interest of public health, welfare and safety of the citizens and residents of Hernando County and the State of Florida.

SECTION 22. SEVERABILITY

It is declared to be the Board's intent that if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 23. TITLE TO WASTE

Title to all solid waste collected shall be vested with the Franchisee or Licensee until such time as said waste is unloaded at a disposal facility, at which time title shall be deemed to be transferred to the owner of such facility.

SECTION 24. INCLUSION IN THE CODE

It is the intention of the Board of County Commissioners of Hernando County, Florida, and it is hereby provided, that the provisions of this Ordinance revise and replace Chapter 14, Division 2 of the Code.

SECTION 25. EFFECTIVE DATE

This Ordinance shall take effect on October 1, 2000.

ADOPTED IN REGULAR SESSION THIS 18th day of January, 2000.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

BY: Paul H. Sullivan
Paul Sullivan, Chairman

ATTEST: Janine E. Nimer, Deputy Clerk