

HERNANDO COUNTY ORDINANCE NO. 84-16

AN ORDINANCE

1 PROMULGATING RULES AND REGULATIONS CONCERNING THE ACCUMULATION AND COLLECTION OF
2 SOLID WASTE IN HERNANDO COUNTY; PROHIBITING THE BURNING OF REFUSE ON PRIVATE
3 PROPERTY; REQUIRING PERSONS COLLECTING REFUSE TO SECURE A FRANCHISE; ESTABLISHING
4 THE DURATION OF FRANCHISES; PROVIDING FOR THE REGULATION OF MAXIMUM RATES THAT
5 CAN BE CHARGED BY FRANCHISED COLLECTORS; REQUIRING COLLECTORS TO BE INSURED;
6 REQUIRING COLLECTORS TO POST THEIR FRANCHISE NUMBER ON THEIR VEHICLES; REQUIRING
7 COLLECTORS TO POST A PERFORMANCE BOND; PROVIDING FOR THE SUSPENSION OR RELIN-
8 QUISHMENT OF FRANCHISES; REQUIRING COLLECTORS TO MAINTAIN CERTAIN RECORDS;
9 REQUIRING COLLECTORS TO UTILIZE SAFE AND SANITARY EQUIPMENT; PROMULGATING RESPON-
10 SIBILITIES FOR CUSTOMERS; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE;
11 REPEALING ANY RESOLUTION OR REGULATION SPECIFICALLY IN CONFLICT WITH THIS
12 ORDINANCE; PROVIDING FOR LIBERAL CONSTRUCTION OF PROVISIONS OF THIS ORDINANCE;
13 PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR TITLE TO WASTE.

SECRETARY OF STATE

DEC 3 4 30 PM '84

FILED

1. SHORT TITLE

1 This Ordinance shall be referred to as the "SOLID WASTE COLLECTION ORDINANCE
2 of HERNANDO COUNTY, FLORIDA."

2. INTENT AND PURPOSE

3 This Ordinance is promulgated for the purpose of assuring that the storage,
4 burning, collection, recycling, disposal and transportation of refuse within
5 the unincorporated areas of Hernando County is accomplished in a manner bene-
6 ficial to the health, safety and welfare of the citizens of Hernando County.
7 Wherever used in this ordinance, the singular shall include the plural, and the
8 masculine shall include the feminine and the neuter.

3. DEFINITIONS

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

12 (a) APPLICANT: A firm or individual who desires to obtain a franchise to
13 transport or collect refuse for hire in Hernando County, Florida.

14 (b) BOARD: The Board of County Commissioners of Hernando County, Florida.

15 (c) COMMERCIAL FRANCHISE: A non-exclusive commercial franchise granted by
16 the Board to refuse collector to provide commercial service within the county
17 at large on a free enterprise basis.

18 (d) COMMERCIAL SERVICE: The service provided by a commercial franchisee to
19 multi-family residences (more than four (4) dwelling units served as a single
20 customer) using a bulk container of over one cubic yard, collected by mechanical
21 means rather than manual means, and to business, commercial enterprises of all
22 types licensed to do business in the county.

23 (e) COUNTY: The unincorporated areas of Hernando County, Florida.

24 (f) CURBSIDE SERVICE: A type of residential service rendered by a Franchisee,
25 by agreement with a customer, whereby garbage and trash will be placed within ten
26 (10) feet of the curb or road edge within County right-of-ways, and within private
27 property lines along State and Federally-maintained roads, as safely as possible.

28 (g) DEPARTMENT: The Hernando County Department or entity that the Board may
29 appoint to administer this Ordinance.

30 (h) DIRECTOR: Shall mean the Director, or his authorized representative, of
31 the department or entity which the Board may appoint to administer this Ordinance.

32 (i) DISPOSAL AREA: Any site, location, tract of land, area, building,
33 structure, transfer box, transfer station or premises to be used for refuse
34 disposal or temporary bulk accumulation thereof as approved by the Board of
35 County Commissioners.

36 (j) EXCLUSIVE FRANCHISE: A formal authorization by the Board to a refuse
37 collector conferring to such refuse collector an exclusive right and obligation
38 to provide residential service within a prescribed geographical area of the
39 County.

40 (k) NON-EXCLUSIVE FRANCHISE: A Non-Exclusive Franchise granted by the
41 Board to a refuse collector to provide service within the County at large on
42 a free enterprise basis.

43 (l) FRANCHISE AGREEMENT (or AGREEMENT): A binding agreement between the
44 Board and a Franchisee setting forth the terms, duration and other conditions
45 for the franchise.

46 (m) GARBAGE: All putrescible wastes and all animal or vegetable refuse or
47 residue that shall result from the preparation or care for, or treatment of,
48 food stuffs intended to be used as food, or shall have resulted from the prep-
49 aration or handling of food for human consumption, or any decayed or unsound
50 meat, fish or vegetable matter.

- 1 (n) HEALTH DEPARTMENT: The Hernando County Health Department.
- 2 (o) PERSON: Any person, firm, association, organization, partnership, joint
3 venture corporation, business trust or company, and any officer or agent thereof.
- 4 (p) PREMISES: Any structure or parcel of land where refuse is created or
5 accumulated.
- 6 (q) REAR DOOR SERVICE: A type of residential service rendered by a Franchisee,
7 by agreement with a resident, whereby garbage will be picked up from containers
8 placed on side or rear yards, at or near ground level, outside fences, hedges,
9 garages, carports or other such enclosures, or in general, located so as to be
10 easily accessible to the collector, and trash will be picked up as near to the
11 curb or road surface as is safely possible in accordance with the applicable
12 provisions of this Ordinance.
- 13 (r) RECYCLING PROCESSES: Any process that sorts and separates any refuse
14 for the purpose of extracting and reusing useful substances.
- 15 (s) REFUSE: The definition of refuse is presented for the purpose of
16 clarification rather than regulation, and is inclusive and shall include, but
17 not be restricted to, all putrescible and nonputrescible wastes consisting of
18 both combustible and noncombustible wastes such as paper, cardboard, garbage,
19 grass clippings, tree or shrub trimmings, wood, bedding, crockery, rubber tires,
20 construction waste and similar waste materials; (except sewage and sludges gen-
21 erated by sources or methods of treatment other than those sludges which have
22 been treated via domestic wastewater treatment facilities, and industrial wastes
23 of a toxic or contaminatory nature), it shall be construed to include trash
24 and garbage as said terms are defined herein.
- 25 (t) RESIDENTIAL FRANCHISE: An exclusive franchise granted by the Board to
26 a refuse collector to provide residential service within a set and specified
27 area of the county.
- 28 (u) RESIDENTIAL SERVICE: The service provided by a Franchisee to any
29 single family residence, or to any multi-family residence with four (4) or less
30 dwelling units, or to any trailer park where service is rendered on an individual,
31 separate basis.
- 32 (v) HAZARDOUS WASTE: The term "hazardous waste" shall mean waste or a
33 combination of waste and other discarded material including solid, liquid, semi-
34 solid, or contained gaseous material which, because of its quantity, concentra-
35 tion, or physical, chemical, or infectious characteristics, may cause or sig-
36 nificantly contributed to an increase in mortality or an increase in serious
37 irreversible or incapacitating, or reversible illness, or may pose a substantial
38 present or potential hazard to human health or the environment when improperly
39 treated, stored, transported, disposed of, or otherwise managed. Such term
40 shall include any substance determined to be hazardous waste by the United
41 States Environmental Protection Agency or the Florida Department of Environmental
42 Regulation. Hazardous waste disposal areas are under the control of State and
43 Federal Agencies and none are located within the boundaries of Hernando County.
44 Collector, customer or other interested parties shall contact:

State Department of Environmental Regulation
Twin Towers Building
2600 Blair Stone Road
Tallahassee, Florida 32301
(904) 488-4807

U.S. Department of Environmental Protection Agency
Main Federal Office
401 "M" Street, SW
Washington, DC 20460
(202) 655-4000

State of Florida
Department of Environmental Regulation
7601 Highway 301 North
Tampa, Florida 33610
(813) 985-7402

1 (w) SPECIALIZED CONTAINER: Any portable, non-absorbent, enclosed container
2 with a close-fitting cover or doors satisfactory to the Health Department which
3 is used to store refuse in volumes greater than that allowed of a Standard Container.

4 (x) STANDARD CONTAINER: Any commercially-made container of 20 to 32 gallon
5 capacity made of non-absorbent material, and provided with a close-fitting cover,
6 side handles, or a 32-gallon or less gross capacity waterproof bag of adequate
7 strength to prevent tearing.

8 (y) TRASH: All refuse not otherwise included in the definition of garbage,
9 including tin cans and glass containers used in the preparation of foodstuffs,
10 grass clippings, fruit other than processed for consumption within the home,
11 and wastes of all kinds incurred from normal maintenance of grounds.

12 (z) TRUCK: Any truck, trailer, semi-trailer, conveyance or other vehicle
13 used to collect refuse or to haul or transport refuse upon or along a public
14 highway.

4. GENERAL REGULATIONS.

15 4.1 ACCUMULATION AND BURNING OF REFUSE OR GARBAGE PROHIBITED: For reasons
16 of health and sanitation, it shall be unlawful for any person to accumulate or
17 permit to accumulate upon private property in the County any refuse or garbage
18 except in accordance with the provisions of this Ordinance and Hernando County
19 Ordinance No. 80-11, or to burn any refuse on such property.

20 4.2 TRANSPORTATION OF GARBAGE, TRASH AND OTHER REFUSE: All garbage, trash
21 and other refuse hauled by any person over any road in the County shall be securely
22 tied and covered during the hauling thereof so as to prevent leakage, spillage
23 or blowing. No person shall allow garbage, trash or other refuse of any kind
24 whatsoever to spill, blow or drop from any vehicle on any road in the County.

25 4.3 DISPOSAL AREAS: All dumps, landfills, transfer sites, storage sites
26 or recycling processes for solid waste shall be permitted by the Department of
27 Environmental Regulation and approved by the Board of County Commissioners. This
28 use of land shall be in accordance with the County's Land Use Ordinance, and
29 shall be governed accordingly.

30 All disposal areas must be franchised and properly permitted.

31 4.4 FRANCHISE REQUIRED TO COLLECT REFUSE: It shall be unlawful for any
32 person to collect, haul or transport refuse for hire within the County without
33 first being granted by the County a Franchise or a Commercial Franchise. The
34 provisions of this section shall not apply to persons hauling household refuse
35 from their own residences, or to farming or agricultural operations, or to
36 municipalities or public agencies, or industrial, commercial and business
37 establishments, or to building contractors or any persons hauling their own
38 refuse generated by themselves. It is the intent of this paragraph to prohibit
39 any person from hauling or to dispose of refuse for hire without being franchised
40 as a refuse collector.

41 4.5 DISPOSAL REQUIRED AT COUNTY APPROVED FACILITIES: Any and all solid waste
42 material collected by a Franchisee within the County shall be disposed of only at
43 the solid waste disposal facilities provided, operated and designated or approved
44 by the Department and at no other location or facility. Provided, however, that
45 should the County be unable to dispose of a permittee's solid waste material at
46 its disposal facilities due to strikes, repairs to equipment, or any act of God
47 or occurrence beyond the control of the County, then the Department shall so
48 notify Franchisee, and the County shall not be required to dispose of the same
49 at County's facilities during the period of time during which the County is unable
50 to dispose of the waste material. The County reserves the right to mandate the
51 price or method of ultimate refuse disposal.

5. FRANCHISE CONDITIONS - GENERAL

52 5.1 COMMERCIAL FRANCHISES: Commercial franchises shall be non-exclusive,
53 county-wide franchises. Service rates shall be as agreed upon between the
54 franchisee and the customer. Commercial franchises shall be regulated by this
55 and other applicable county ordinances, by the provisions of the franchise agree-
56 ment, the laws of Florida, and such other rules and regulations as may be set by
57 the Board.

58 5.2 RESIDENTIAL FRANCHISES: Residential franchises shall be exclusive for
59 a prescribed geographical area of the County as set by the Board. The Director
60 shall have the authority to make minor changes in boundaries in conjunction with
61 effected collectors to allow for development changes and more efficient routes.

1 Service rates shall be set or approved by the Board or each respective franchise.
2 Residential franchisees shall be regulated by this and other applicable county
3 ordinances, by the provisions of the franchise agreement, the laws of Florida,
4 and such other rules and regulations as may be set by the Board.

5 5.3 ISSUANCE OF FRANCHISE TO AUTHORIZED REFUSE COLLECTION ON EFFECTIVE
6 DATE OF THIS ORDINANCE: Upon adoption of this Ordinance, all existing franchises
7 shall be deemed legitimate until the expiration of said franchise.

8 5.4 APPLICATION FOR FRANCHISE: Any person, firm or corporation desiring to
9 obtain a Franchise to provide residential or commercial garbage collection
10 services or to provide any form of garbage disposal pursuant to this Ordinance
11 must submit to the Department an application therefore in writing. Said appli-
12 cation shall be submitted on a form approved by the Board, including, but not
13 limited to, the following data:

14 5.4.1 NAME AND ADDRESS OF APPLICANT: If the application is for a corporation
15 or other legally constituted organization, include names and mailing addresses of
16 all officers, directors and stockholders as required by the Board of County Com-
17 missioners.

18 5.4.2 A list of all vehicles owned or leased by said firm including vehicle
19 identification number, manufacturer of vehicle, manufacturer of body, type of
20 body, maximum capacity of body, and model of chassis to be used in the operation
21 of the franchise.

22 5.4.3 Location of disposal area proposed to be used by the applicant, and
23 written evidence of the approval of the owner of such disposal facility of the
24 applicant's intent if the Hernando County Landfill is not to be used.

25 5.4.4 Number of accounts (classified as residential or commercial) applicant
26 expects to serve.

27 5.4.5 A complete rate schedule which the applicant intends to charge for his
28 services.

29 5.4.6 An application fee, a Renewal fee, a Franchise Transfer fee, and periodic
30 franchise fees shall be set forth by the Board, and shall be paid to the County for
31 the residential and commercial franchisees to adequately cover the County's admin-
32 istrative costs for implementing and administering the Ordinance.

33 5.5 RENEWAL OF FRANCHISE: A franchise holder shall have the right to apply
34 for a renewal of any such franchise within 90 days prior to the expiration of
35 said franchise, provided that the franchise holder, in the opinion of the Board,
36 has satisfactorily performed the services herein required, and further, that the
37 Board considers such renewal to be beneficial to the health and general welfare
38 of the inhabitants of the County and/or the franchise area. The Department shall
39 provide a standard procedure for processing initial and renewal franchise
40 applications and shall include financial data, operational experience, etc. No
41 Franchisee or Licensee shall use a firm name containing the words County or
42 Hernando, or other words implying Hernando County ownership.

43 5.6 DURATION OF FRANCHISE: Franchisees granted exclusive rights to provide
44 residential service within prescribed geographical limits and commercial franchises
45 will be issued for a period of time determined by the Board, not to exceed five
46 (5) years, and renewal may be made upon application by the Franchisee and approved
47 by the Board in accordance with Section 5.5 of this Ordinance.

48 5.7 The Department shall adopt rules and regulations to address operational
49 and other management itmes and shall make recommendations regarding the develop-
50 ment of an overall County plan for the collection, hauling and ultimate disposal
51 of refuse, including expanded landfill operations, resource recovery methods, County-
52 wide mandatory collections, etc., to the Board of County Commissioners.

53 5.8 PERFORMANCE BONDS: Each franchise agreement shall provide for the
54 Franchisee to supply a performance bond, acceptable letter of credit, or a cash
55 deposit, upon which interest will be allowed. The bond shall be in an amount
56 equal to one full billing cycle of the Franchisee, covering any accounts that
57 are paid in advance. Billing cycle for those purposes shall be defined as that
58 period which represents sixty (60) days service.

5.9 INSURANCE:

1 A. The Collector shall furnish to the County evidence of insurance coverage
2 for all insurance required under the provisions of this section of this Ordinance
3 immediately upon the execution of a Permit by the parties. Failure of the Collector
4 to maintain said insurance at any time during the term of the Permit shall be con-
5 strued to be a material breach of the Ordinance by the Collector.

6 B. The Collector shall provide and maintain during the term of the Permit
7 such workers' compensation insurance as required by law for all of its employees
8 employed in connection with the performance of this work provided for under this
9 Permit. In the case of any work which is sublet, the Collector shall require
10 the subcontractor to provide such workers' compensation insurance as required by
11 law for all such subcontractor's employees unless such employees are covered by
12 the policy maintained by the Collector. All subcontractors shall have approval of
13 the Board of County Commissioners prior to performing any work under this Permit.

14 C. The Collector agrees to indemnify and hold harmless the County from any
15 and all liability, claims, damages, losses, expenses, proceedings and causes of
16 action of every kind and nature arising out of or connected with the performance
17 of his duties provided for under this Ordinance. The Collector further agrees to,
18 at his own expense, defend any and all actions, suits or proceedings which may be
19 brought against the County in connection with the performance of his duties under
20 this Ordinance and to satisfy, pay and discharge any and all judgments that may
21 be entered against the County in any such action or proceedings.

22 D. The Collector agrees to provide and maintain at all times during the
23 term of this Permit, without cost or expense to the County, policies of insurance
24 generally known as "public liability and automobile policies", insuring the Col-
25 lector against any and all claims, demands or causes of action whatsoever for
26 injuries received or damage to property relating to the performance of the duties
27 of the Collector under the terms and provisions of this Ordinance. Such policies
28 of insurance shall insure the Collector in an amount not less than Three Hundred
29 Thousand Dollars (\$300,000.00) to cover any and all claims connected with any
30 accident or occurrence that may arise or be claimed to have arisen against the
31 Collector. The Collector shall also obtain property damage insurance insuring
32 the Collector in an amount not less than Fifty Thousand Dollars (\$50,000.00) to
33 cover the claims of any person or persons from a single or specific act that
34 results in alleged damage to property.

35 Said insurance policies shall provide that the County shall be entitled to
36 thirty (30) days written notice of any changes or cancellations in said policies.

37 A certificate of insurance indicating that the Collector has coverage in
38 accordance with the requirements of this Ordinance shall be furnished by the
39 Collector to the Director at the time of application, renewal or transfer. The
40 amount shall be set by the Department and included in the Agreement.

41 5.10 The Franchisee shall appear and defend all actions against Hernando
42 County arising out of the exercise of said franchise or license and shall indemnify
43 and save Hernando County, its officers, employees and agents harmless and free of
44 all claims, demands, action or cause of action of every kind and description
45 arising out of, or in any way connected with the exercise of said franchise.

46 As a condition of the Board issuing a franchise, the applicant agrees to the
47 terms of this Ordinance and any regulations enacted pursuant hereto.

48 The Department shall set minimum standards for pick-up per week and number
49 of containers for normal pick-up.

50 Decisions concerning the Ordinance shall be made in conjunction with the
51 development of an overall County plan for the collection, hauling and ultimate
52 disposal of refuse, i.e., expanded landfill operation resource recovery method,
53 County-wide mandatory garbage collection, etc.

6. SUSPENSION OR RELINQUISHMENT OF A FRANCHISE:

54 6.1 GENERAL: The Board is empowered to deny, suspend or revoke any refuse
55 collection franchise granted hereunder when such Franchisee fails to comply with
56 this Ordinance or other rules and regulations related thereto. Such action of

1 revocation or suspension by the Board may be taken only after fourteen (14) days
2 notice in writing to the Franchisee of the violation charged and the failure of
3 the Franchisee to remedy the violation within said time.

4 6.2 FRANCHISE TRANSFER: The Franchisee shall not sell, assign or transfer
5 the franchise, nor any of the rights and privileges granted thereby, without
6 the prior written approval of the Board. Any change in management of a franchise
7 must be approved in writing by the Board. Disregard of any of the preceding is
8 sufficient for Board revocation of the franchise. The Franchisee shall file a
9 statement of ownership when renewing a franchise and at such other times as re-
10 quired as being true and correct under the penalty of perjury.

11 6.3 INSOLVENCY/BANKRUPTCY: If the Franchisee should at any time during
12 the term of his permit become insolvent, or if proceedings in bankruptcy shall
13 be instituted by or against the Franchisee, or if the Franchisee shall be
14 adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in
15 bankruptcy or a receiver of any property of the Franchisee shall be appointed
16 in any suit or proceedings brought by or against the Franchisee, or if the
17 Franchisee shall make an assignment for the benefit of creditors, then and
18 in each and every case, the franchise and the rights and privileges granted
19 thereby shall immediately cease, desist and be forfeited and cancelled without
20 notice, suit or other proceedings.

21 6.4 RELINQUISHMENT OF FRANCHISE: The Franchisee may of his own volition
22 relinquish his franchise provided that the Board is granted sufficient time,
23 but not less than sixty (60) days, to assure that adequate refuse collection
24 will continue. Upon termination, suspension, revocation or relinquishment of
25 a franchise, the Department may direct another Franchisee to provide temporary
26 service to the area affected, or may otherwise provide refuse disposal service
27 to such area.

28 6.5 RECORDS REQUIRED: Upon the termination, suspension or revocation of a
29 franchise, the Franchisee shall submit to the Department upon demand adequate
30 records for the purpose of resuming or continuing service to the Franchisee's
31 customers.

7. COUNTY RESPONSIBILITIES:

32 7.1 ADMINISTRATION: The County staff shall administer and enforce the
33 provisions of this Ordinance, and all other County Ordinances, resolutions,
34 rules and regulations that address or regard refuse collection.

35 7.2 FRANCHISE AREA MAP: There shall be maintained in the records of the
36 Board a Franchise Area Map depicting the boundaries of all franchise areas
37 authorized by the Board. The boundaries therein depicted may be amended by the
38 Board from time to time by Resolution, and as may be deemed by the Board to best
39 serve and promote the health and general welfare of the citizens of the county.

40 Before amending any franchise boundary, the Board shall notify the holder of
41 such affected franchise. Said notice shall be made by certified mail, return
42 receipt requested, and shall be mailed not less than thirty (30) days prior to
43 the adoption of such change.

44 7.3 DISPUTE OF BOUNDARIES: The Director shall set a definite procedure
45 for the review and evaluation of boundary conflicts.

46 7.4 FRANCHISE AGREEMENT: The Board shall enter into a franchise agreement
47 with each duly granted franchisee.

48 7.5 RULES AND REGULATIONS: The Board shall establish from time to time
49 by Resolution such rules and regulations that are deemed necessary for protection
50 of health, safety and welfare of Hernando County.

51 7.6 STANDARDIZED ACCOUNTING: The Department shall establish a standardized
52 accounting method for residential service operations. Said method shall set forth
53 such items as equipment, depreciation schedules, allowable and unallowable costs,
54 etc., and shall serve as the principal accounting tool in the evaluation of respec-
55 tive franchise rates.

56 7.7 RATE REVIEWS: The Department may, at its discretion, impose a rate review
57 of any franchisee at such time as it is deemed appropriate.

8. RESIDENTIAL SERVICE RATES:

1 8.1 RATES: Residential service rates shall be set by the Board and shall be
2 set forth in the franchise agreements or amendments thereto. Rates may be uniform
3 for the life of the franchise, or may vary under prescribed conditions, or may be
4 reviewed for adjustment as called for in the Agreement.

5 8.2 BASIS OF COLLECTION RATES: Collection rates shall be based on respective
6 geographical areas and haul distances, actual operational costs, known future costs,
7 the recommendations called forth under 7.7 above, and such other factors and/or
8 formulas that may be prescribed or deemed appropriate by the Board.

9 8.3 RATE REVIEWS: Times or frequencies of reviews of collections rates
10 shall be set forth in the Franchise Agreement.

11 8.4 RATE CHANGE REQUESTS: Should events beyond the control of a Franchisee
12 occur (prior to a set or prescribed rate review time) that significantly result
13 in a substantial change in operational costs, a Franchisee may formally request
14 a rate adjustment. Such request shall be made to the Department in the prescribed
15 manner and accompanied with all necessary records, calculations, and a full
16 description of and justification for the rate change request. In the event the
17 Board decides such a request warrants formal consideration, a public hearing shall
18 be held prior to any rate change.

19 Each franchisee should have an annual audit prepared by a Certified Public
20 Accountant in accordance with the forms set forth by the County. The cost of the
21 audit shall be borne by the respective franchises, and included in the rate
22 structure. Said records shall constitute the primary base on which rates would
23 be based.

24 Records form and format may be established by an expert accountant paid by the
25 County. Record systems may need to vary somewhat to take into account substantial
26 size differences in franchise operations.

27 In the event a model or analytical tool is developed and adopted for use in
28 rate reviews, prescribed forms and a computer program may be developed for auto-
29 mated processing.

30 Established rates shall reflect real operation costs and rates may be unique
31 to respective franchise areas.

9. FRANCHISEE RESPONSIBILITIES:

32 9.1 GENERAL: Each Franchisee shall establish a written contract, approved
33 by the Department, with each customer. The conditions of the contract may include,
34 but are not limited to, the following:

35 9.1.1 BASE RATE: The base rate shall consist of the monthly charges.

36 9.1.2 ITEMS TO BE COLLECTED: The items to be collected for the base rate
37 shall be stated. This shall include any volume, weight, or item restrictions
38 established and approved by the Department.

39 9.1.3 EXCESS CHARGES: If there are extra charges for items over the es-
40 tablished limit, special pick-ups, bulky items, etc., they shall be explained.

41 9.1.4 FREQUENCY OF COLLECTION: The collection days shall be stated.

42 9.1.5 HOLIDAYS: The procedure for holiday collections shall be explained.

43 9.1.6 BILLING PROCEDURE: The billing method shall be explained.

44 9.2 FRANCHISEE BUSINESS PRACTICES: Each franchisee shall establish and
45 have approved the following practices:

46 9.2.1 OFFICE LOCATION AND HOURS: The office and operating hours of the
47 business office shall be such that it is accessible to the public. If the main
48 office is not located in Hernando County, a local phone number or WATS line must
49 be available.

50 9.2.2 TRUCK PARKING: The overnight parking of the rolling stock of the
51 company will be at a location that is zoned for such use.

1 9.2.3 BILLING PROCEDURE: The method and frequency of billing shall be approved
2 by the Department.

3 9.2.4 HOLIDAYS: The Franchisee may, at his discretion, operate during legal
4 holidays. If collections are not made on legal holidays, a procedure shall be
5 established and approved by the Department for the holiday schedule. If collection
6 days are to be changed due to holidays, announcements explaining the holiday
7 schedule shall be sent to the customer with the preceding bill or at the time a
8 customer is given first service.

9 9.2.5 SERVICE REFUSED and REINSTATEMENT OF SERVICE: At the discretion of
10 the Franchisee, service may be refused if the customer violates this Ordinance
11 (i.e., is delinquent on his account, allows other to share the service, has
12 overweight or oversize containers, etc.). Once the violation has been corrected,
13 collection service will be reinstated on the next scheduled collection day.

14 9.3 COMPLAINTS: Each Franchisee shall have a responsible person to handle
15 complaints. Each complaint shall be corrected within two (2) working days. Any
16 complaint not resolved or deemed unresolvable shall be directed to the Department
17 for settlement. A file of complaints shall be maintained for County review.

18 9.4 STANDARD REPORTING FORMS: Each Franchisee shall maintain records on
19 standard reporting forms approved by the Department. These forms may include
20 such items as financial statements, depreciation schedules, asset records, cash
21 flow analyses, etc. An Annual report in a format prescribed by the Department,
22 shall be submitted to the County within sixty (60) days of the closing date of the
23 franchise's business year.

24 9.5 RULES AND REGULATIONS: Each Franchisee shall make available and dis-
25 tribute to customers a form stating the rules and regulations of the company
26 and the County.

27 9.6 SPILLS: It shall be the responsibility of the Franchisee to clean up
28 any spills that may occur from his vehicle or equipment.

29 9.7 EQUIPMENT: Each truck must be equipped with a minimum 5-lb. fire
30 extinguisher, 10-man first aid kit, Class C. broom and shovel.

31 Compliance with Ordinance: Equipment operated by Franchisees must
32 comply with the provisions of this section.

33 Type of Trucks: The bodies of trucks used in the collection or trans-
34 portation of refuse shall have beds of metal or other impervious material which
35 can be cleaned and said beds must be reasonably water-tight and leakproof. Said
36 beds shall be cleaned and disinfected on a regular basis. The Franchisee must
37 provide adequate means to prevent refuse from escaping from said truck while
38 collecting or transporting refuse.

39 Condition of Trucks: All trucks of the collector will be maintained
40 in a clean and sanitary condition satisfactory to the Department. Trucks shall
41 be inspected for sanitary cleanliness at least once annually or more often by
42 the Department to assure compliance with this Ordinance.

43 Each vehicle of the Franchisee shall at all times have in the cab a
44 facsimile of the registration of the truck and certificate of insurance and an
45 identification card with name of whom to phone in case of an accident.

46 Each vehicle of any Franchisee that services specialized containers
47 shall be equipped to clean and sanitize the container after collection.

48 9.8 SPECIAL PICK-UP COLLECTIONS: In addition to the regularly scheduled
49 collection of refuse, Franchisee shall provide a special pick-up service,
50 available to all customers, for the removal of excess refuse which normally
51 accumulates in a household and could not otherwise be placed in a standard con-
52 tainer, such as discarded furniture or appliances.

10. FRANCHISE NUMBER REQUIRED.

53 10.1 The Franchisee shall have painted or stenciled on a prominent place on
54 the exterior of each truck used by him in the collection of refuse the following
55 information in four (4) inch high letters:

56 FRANCHISE NO. _____

11. CUSTOMER RESPONSIBILITIES:

1 11.1 GENERAL: Each customer shall prepare his refuse for disposal in such
2 a manner as to safeguard the health and safety of the collection crew.

3 11.2 REFUSE CONTAINERS: Residential refuse containers shall meet the
4 requirements as defined for Standardized Containers. Commercial refuse contain-
5 ers shall meet or exceed the requirements set forth under the definitions under
6 Standardized Container or Specialized Container, as applicable. Any overweight,
7 oversize, broken, rusted or otherwise unsafe container may be refused service.
8 Such containers shall be replaced by the customer.

9 11.3 DANGEROUS OR HAZARDOUS ITEMS: Dangerous or hazardous items such as
10 broken glass, or other materials that could possibly cause injury to the collector
11 shall be clearly identified on the container. Acid or caustic chemicals shall
12 be clearly identified on the refuse container, and will not be accepted at Hernando
13 County Landfill.

14 11.4 LOOSE REFUSE: No refuse shall be placed for collection that is not
15 otherwise containerized or bundled. No refuse shall be allowed to blow away
16 from the point of collection. Bulky items such as plant or tree branches shall
17 be tied in bundles no longer than four (4) feet in length.

18 11.5 HOUSE NUMBER: Each customer shall display on his residence or at the
19 point of collection his U.S. Postal Service house number. This number shall be
20 in plain view from the street.

21 11.6 PETS: Each customer shall insure that their pets do not bite, attack
22 or otherwise threaten the collection crew.

23 11.7 PAYMENTS: Each customer shall maintain his account in good standing.

24 Neither Hernando County nor any of its officers or employees shall be liable
25 for, or in any way responsible, for the payment of any service rates or charges
26 due to the Franchisee.

27 11.8 VACATIONS AND MOVING: Each customer shall notify the Franchisee in
28 advance of stopping service for vacations or moving. If the customer's service
29 is stopped for a period of thirty (30) days or longer, credit will be given for
30 the unused service. The customer shall give the Collector a minimum of five
31 (5) days notice in writing.

32 11.9 REFUNDS: No refund will be given for a period of less than thirty (30)
33 days.

12. VIOLATIONS; PROCEEDINGS TO RESTRAIN VIOLATIONS; PENALTIES.

34 It is hereby declared to be unlawful and a misdemeanor to violate the pro-
35 visions of this Ordinance. Any person who violates any Section of this Ordinance
36 shall be prosecuted and punished in accordance with general law. The Board may
37 bring suit to restrain, enjoin or otherwise prevent the violation of this Ordinance
38 in the Circuit Court.

39 13. REPEAL: Ordinance No. 78-3, and any and all resolutions or regulations in
40 effect on the date of adoption of this Ordinance specifically in conflict herewith
41 are hereby repealed.

14. LIBERAL CONSTRUCTION.

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

15. SEVERABILITY.

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

16. TITLE TO WASTE.

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

17. EFFECTIVE DATE.

4 This Ordinance shall take effect immediately upon acknowledgement from the
5 Secretary of State, that the ordinance has been duly filed.

6 ADOPTED IN REGULAR SESSION THIS 27 day of November, 1984.

BOARD OF COUNTY COMMISSIONERS
 HERNANDO COUNTY, FLORIDA

By: Henry D. Ledbetter
 HENRY D. LEDBETTER, CHAIRMAN

Attest: Harold W. Brown
 HAROLD WILLIAM BROWN, CLERK

