

HERNANDO COUNTY ORDINANCE NO. 78-3

AN ORDINANCE

PROMULGATING RULES AND REGULATIONS CONCERNING THE ACCUMULATION AND COLLECTION OF SOLID WASTE IN HERNANDO COUNTY; PROHIBITING THE BURNING OF REFUSE ON PRIVATE PROPERTY; REQUIRING PERSONS COLLECTING REFUSE TO SECURE A FRANCHISE AND/OR LICENSE; ESTABLISHING THE DURATION OR FRANCHISES AND LICENSES; PROVIDING FOR THE REGULATION OF MAXIMUM RATES THAT CAN BE CHARGED BY FRANCHISED COLLECTORS; REQUIRING COLLECTORS TO BE INSURED; REQUIRING COLLECTORS TO POST THEIR FRANCHISE OR LICENSE NUMBER ON THEIR VEHICLES; REQUIRING COLLECTORS TO POST A PERFORMANCE BOND; PROVIDING FOR THE SUSPENSION OR RELINQUISHMENT OF FRANCHISES OR LICENSES; REQUIRING COLLECTORS TO MAINTAIN CERTAIN RECORDS; REQUIRING COLLECTORS TO UTILIZE SAFE AND SANITARY EQUIPMENT; PROMULGATING RESPONSIBILITIES FOR CUSTOMERS; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE; REPEALING ANY RESOLUTION OR REGULATION SPECIFICALLY IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR LIBERAL CONSTRUCTION OF PROVISIONS OF THIS ORDINANCE; PROVIDING A SEVERANCE CLAUSE; PROVIDING FOR TITLE TO WASTE.

BRUCE A. SHATHERS
SECRETARY OF STATE

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1. INTENT AND PURPOSE

This Ordinance is promulgated for the purpose of assuring that the storage burning, collection, disposal and transportation of refuse within the unincorporated areas of Hernando County is accomplished in a manner beneficial to the health, safety and welfare of the citizens and inhabitants of the county.

2. 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) Applicant: Any firm or individual who desires to obtain a Franchise or License to transport or collect refuse for hire in Hernando County, Florida.

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

(c) Commercial License: A License granted by the Board to a refuse collector to provide Commercial Service within the County at large on a free enterprise basis.

(d) Commercial Service: The service provided by a licensee to multifamily residences (more than four (4) dwelling units served as a single customer) and to business, commercial or industrial enterprises of all types licensed to do business in the County.

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

(f) Curbside Service: A type of Residential Service rendered by a Franchisee, by agreement with a resident, whereby garbage and trash will be picked up as near to the curb or road surface as is safely possible in accordance with the applicable provisions of this Ordinance.

(g) Disposal Area: Any site, location, tract of land, area, building, structure, transfer box, transfer station or premises to be used for refuse disposal or temporary bulk accumulation thereof.

(h) Franchise: A formal authorization by the Board to a refuse collector conferring to such refuse collector an exclusive right and obligation to provide Residential Service within a prescribed geographical area of the County.

(i) Garbage: All putrescible wastes and all animal or vegetable refuse or residue that shall result from the preparation or care for, or treatment of food

stuffs intended to be used as food, or shall have resulted from the preparation or handling of food for human consumption, or any decayed or unsound meat, fish, or vegetable matter.

(j) Health Department: The Hernando County Health Department.

(k) Person: Any Person, firm association, organization, partnership, joint venture corporation, business trust or company and any officer or agent thereof.

(l) Premises: Any structure or parcel of land where refuse is created or accumulated.

(m) Rear Door Service: A type of Residential Service rendered by a Franchisee, by agreement with a Resident, whereby garbage will be picked up from containers placed on side or rear yards, at or near ground level, outside fences, hedges, garages, carports or other such enclosures or in general located so as to be easily accessible to the collector and trash will be picked up as near to the curb or road surface as is safely possible in accordance with the applicable provisions of this Ordinance.

(n) Refuse: The definition of refuse is presented for the purpose of clarification rather than regulation and is inclusive and shall include, but not restricted to all putrescible or nonputrescible wastes consisting of both combustible and noncombustible wastes such as paper, cardboard, garbage, grass clippings, tree or shrub trimmings, wood, bedding, crockery, rubber tires, construction waste and similar waste materials; except sewage and industrial wastes; it shall be construed to include trash and garbage as said terms are defined herein.

(o) Refuse Collector: Any individual, firm corporation or other legal entity engaged in the commercial collection and/or transportation of refuse in any part of Hernando County, as said term "Refuse" is defined herein.

(p) Residential Service: The service provided by a Franchisee to any multi-family residence or trailer park with 4 or less dwelling units where service is rendered on an individual, separate basis to each dwelling unit or to any single family residence.

(q) Department: The Hernando County Department of Public Works.

(r) Specialized Container: Any portable, non-absorbant, enclosed container with a close fitting cover or doors satisfactory to the Health Department which

is used to store refuse in volumes greater than that allowed of a Standard Container.

(s) Standard Container: A container made of non-absorbant material provided with a closely fitting cover, side bail handles, and of thirty-two (32) gallons or less gross capacity or a thirty-two (32) gallon or less gross capacity waterproof bag of strength and material (thickness greater than .0015 inches) satisfactory to the Health Department; or other waterproof container satisfactory to the Health Department.

(t) Trash: All refuse not otherwise included in the definition of garbage, including tin cans and glass containers other than used in preparation of food stuffs, grass clippings, fruit other than processed for consumption within the home, and waste of all kinds incurred from normal maintenance of house and grounds.

(u) Truck: Any truck, trailer, semi-trailer, conveyance or other vehicle used to collect refuse or to haul or transport refuse upon or along a public highway.

3. SHORT TITLE

This Ordinance shall be referred to as the "Solid Waste Collection Ordinance of Hernando County, Florida."

4. Wherever used in this Ordinance, the singular shall include the plural and the masculine shall include the feminine and the neuter.

5. GENERAL REGULATIONS

5.1. Accumulation and burning of refuse prohibited: For reasons of health and sanitation, it shall be unlawful for any person to accumulate or permit to accumulate upon private property in the County, any refuse except in accordance with the provisions of this Ordinance, or to burn any refuse on such property.

5.2. Transportation of Garbage, Trash and other Refuse: All garbage, trash and other refuse hauled by any person over any road in the County shall be securely tied and covered during the hauling thereof so as to prevent leakage, spillage or blowing. No person shall allow garbage, trash or other refuse of any kind whatsoever to spill, blow or drop from any vehicle on any road in the County.

6. FRANCHISE OR LICENSE CONDITIONS

6.1. Franchise or Commercial License Required to Collect Refuse: It shall be

unlawful for any person to collect, haul or transport refuse for hire within the County without first being granted by the County an exclusive Franchise or a Commercial License. The provisions of this section shall not apply to persons hauling household refuse from their own residences, or to farming or agricultural operations, or to municipalities or public agencies, or industrial, commercial and business establishments, or to building contractors or any persons hauling their own refuse generated by themselves. It is the intent of this paragraph to prohibit any person from hauling refuse for hire without being franchised or licensed as a refuse collector.

6.2. Application for Franchise or License: Any person, firm or corporation desiring to obtain a Franchise or License to provide residential or commercial garbage collection services pursuant to this Ordinance must submit to the Board an application therefor in writing. Said application shall be submitted on a form approved by the Board including, but not limited to, the following data:

6.2.1 Name, street address and mailing address of applicant, including names and mailing addresses of principal officers if the application is by a partnership, corporation or other legally constituted organization.

6.2.2 A list of all collection vehicles to be used in the operation including vehicle identification number, manufacturer of vehicle, manufacturer of body, type of body, maximum capacity of body and model of chassis.

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

6.2.4 Number of accounts (classified as residential or commercial) applicant expects to serve.

6.2.5 A complete rate schedule which the applicant intends to charge for his services.

6.2.6 If application is for a Franchise, a description of the boundary of the proposed franchise area.

6.2.7 An application fee of \$50.00

6.3 Issuance of Franchise and/or Commercial License to Authorized Refuse Collector on Effective Date of this Ordinance:

Upon adoption of this Ordinance, all persons or firms conducting garbage collection service under a formal authorization of the Board shall be

automatically granted a Commercial License and a Franchise for the Collection Area which they are then serving.

6.4. Renewal of Franchise or License: A Franchise and/or Commercial License holder shall have the right to apply for and secure a renewal of any such Franchise and/or License within one year prior to the expiration of said Franchise and/or License provided the Franchise and/or License holder, in the opinion of the Board, has satisfactorily performed the services herein required and provided further that the Board considers such renewal to be beneficial to the health and general welfare of the inhabitants of the County and/or the Franchise area.

6.5 Franchise Area Map

There shall be maintained in the records of the Board a Franchise Area Map depicting the boundaries of all Franchise areas authorized by the Board. The boundaries therein depicted may be amended by the Board from time to time by Resolution duly adopted as may be deemed by the Board to best serve and promote the health and general welfare of the citizens of the County.

Before amending any franchise boundary, the Board shall notify the holder of such affected franchise. Said notice shall be made by registered mail, return receipt requested and shall be mailed not less than ten (10) days prior to the adoption of such change.

7. DURATION OF FRANCHISE AND/OR LICENSE

Franchises granting exclusive rights to provide residential service within prescribed geographical limits and commercial licenses will be issued for a period of time determined by the Board not to exceed five (5) years and renewal may be made upon application by the Franchisee or Licensee and approval by the Board in accordance with Section 6.4.

8. RATES AND SERVICES

8.1 The Board shall set by Resolution duly adopted from time to time such maximum rates and other charges as may be reasonably necessary to give a reasonable net operating profit. In arriving at such maximum rates and charges the Board shall consider necessary and reasonable salaries for actual services rendered to be allowed individuals or partners holding such franchise as operating

expenses of the business to be deducted from the gross income of the business before computing a reasonable return on such investment. Said reasonable net operating profit shall be computed as a ratio between the ordinary, necessary and prudent expenses of the company and its operating income. Should in the opinion of the Board, the Franchisee's net operating profit become excessive or inadequate a new rate schedule may be issued by said Board. An audit of the Franchisee's books may be made by a county appointed Certified Public Accountant (CPA) before said rate change is approved or disapproved. If the Franchisee petitions for a rate increase the Franchisee shall pay the cost of all audits, legal fees, etc. involved in reviewing said petition by the County.

8.2. In the event a customer is not in residence for period in excess of thirty (30) days, and has so notified the Franchisee or Licensee at least five (5) days prior to such time, the Franchisee or Licensee shall prorate the customer's bill on the basis of days of actual residence for the month of the bill.

8.3. Special Pick-up Collection: In addition to the regularly scheduled semi-weekly collection of refuse, Franchisee shall provide a special pick-up service, available to all customers, for the removal of excess refuse which normally accumulates in a household and could not otherwise be placed in a standard container, such as discarded furniture or appliances not exceeding 50 pounds in weight and with no dimension greater than four (4) feet. This pick-up shall be accomplished within one week of the customer's request (in writing or by telephone) therefor. Each customer shall be entitled to no more than one special collection every 180 days at no extra cost.

9. INSURANCE

Franchisees and Licensees shall furnish proof to the County that all liability and workman's compensation insurance laws of the State of Florida have been complied with and that the Franchisee or Licensee has comprehensive liability insurance coverage in an amount written for not less than this following limits of liability: \$100,000.00 per person bodily injury, \$300,000.00 per occurrence; \$50,000.00 property damage per occurrence.

10. FRANCHISE NUMBER REQUIRED

10.1 The Franchisee or Licensee shall have painted or stenciled on a prominent place on the exterior of each truck used by him in the collection of refuse the following information in four-inch high letters:

FRANCHISE (LICENSE) NO. _____
HERNANDO COUNTY

10.2: Each truck will bear the insignia of the refuse collector with the number of his truck in easily readable and clearly visible numbers on both sides of the body.

11. PERFORMANCE BONDS

11.1 Each Franchisee shall post with the Board a cash or surety performance bond in an amount of \$5,000.00 for the purpose of guaranteeing the full and faithful performance of the Franchisee his obligations pursuant to this Ordinance. If a surety performance bond is used, it shall be furnished by a surety satisfactory to the Board. All bonds shall be payable to Hernando County, Florida, and shall be conditioned upon the full and faithful performance by the Franchisee of his obligations under the applicable provisions of this Ordinance, and shall be kept in full force and effect by the Franchisee for so long as required by the Board. Failure to post the required bond may be grounds for revocation or denial of a franchise.

11.2 As a condition of the Board issuing a franchise or license, the applicant agrees to the terms of this Ordinance and any regulations enacted pursuant hereto. The Franchisee or Licensee shall appear and defend all actions against Hernando County arising out of the exercise of said franchise or license and shall indemnify and save Hernando County, its officers, employees and agents harmless and free of all claims, demands, action or cause of action of every kind and description arising out of, or in any way connected with the exercise of said franchise or license.

12. SUSPENSION OR RELINQUISHMENT OF A FRANCHISE OR LICENSE

12.1 General: The Board is empowered to deny, suspend or revoke any refuse collection franchise or license granted hereunder when such Franchisee or Licensee fails to comply with this Ordinance or other rules and regulations related thereto. Such action of revocation or suspension by the Board may be taken only after thirty (30) days' notice in writing to the Franchisee or Licensee of the violation charged and the failure of the Franchisee or Licensee to remedy the violation within said time.

✓ 12.2 Change in Ownership: In the event there is a change in ownership of any kind or nature of the person or company to whom the franchise or license was issued, the franchise or license issued may be revoked, cancelled or transferred at the option of the Board. Any Franchisee or Licensee must notify the Board of such a

change at least thirty (30) days prior thereto in writing. 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 one individual to another individual of any interest in the operating company and shall apply whether the same be voluntary or involuntary. The intent of this provision is to assure that any such change of ownership will not result in a violation of this Ordinance.

12.3 Franchise or License Not Assignable: The franchise or license granted herein shall not be assignable, either voluntarily or by operation of law. If the Franchisee or Licensee should at any time during the term of his permit 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 any 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 proceedings 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 case, the franchise or license and the rights and privileges granted thereby shall immediately cease, desist and be forfeited and cancelled without notice, suit or other proceedings.

12.4 Relinquishment of Franchise or License: The Franchisee or Licensee may of his own volition relinquish his franchise or license provided that the Board is granted sufficient time, but not less than thirty (30) days, to assure that adequate refuse collection will continue. Upon termination, suspension, revocation or relinquishment of a franchise or license, the Board may direct another Franchisee or Licensee to provide temporary service to the area affected or may otherwise provide refuse disposal service to such area.

12.5 Records required: Upon the termination, suspension or revocation of a franchise or license, the Franchisee or Licensee shall submit to the Board within ten (10) days adequate records for the purpose of resuming or continuing service to the Franchisee's or Licensee's customers.

13. OPERATION

13.1 Records Required: All franchised or licensed collectors shall keep and

maintain such operating records as the Board may require to ascertain the extent of compliance with this Ordinance and shall, if required by the Board, submit semi-annual reports of such operations, including a statement as to financial status, routes served, equipment in use and other information as the Board may desire.

13.2 Frequency of Collection:

13.2.1 Garbage shall be collected at a frequency of not less than two (2) times per week at intervals of not less than three (3) nor more than four (4) calendar days between collections, except during weeks containing legal holidays, or at such other frequencies and intervals in specified areas as Franchisee or Licensee and Board may agree upon. Any refuse spilled by the collector during collection must be picked up by the collector. The hours of collection in residential areas shall be from 6:00 A.M. to 8:00 P.M. daily, with no collections on Sundays except with the prior approval of the Board.

13.2.2 Franchisee or Licensee may be required to prorate a credit to the billing of a customer upon the sworn statement from the customer, sent to the Franchisee or Licensee and Board, in writing, that Franchisee or Licensee has failed to comply with this Section.

13.3 The parking of loaded trucks in residential areas for a period in excess of twelve (12) hours shall be prohibited.

13.4 General Regulations:

13.4.1 No Franchisee or Licensee shall use a firm name containing the words County or Hernando, or other words implying Hernando County ownership.

13.4.2 Each Franchisee or Licensee shall establish and maintain an office where service may be applied for and complaints made between the hours of 8:00 A.M. and 5:00 P.M. of each day except Saturdays, Sundays and Legal Holidays. An answering service may be utilized to satisfy this provision.

13.4.3 All Complaints shall be resolved within 48 hours of their being brought to the attention of the Franchisee or Licensee. Each Franchisee or Licensee shall supply the Board with copies of records of all complaints on a form approved by the Board indicating the disposition of each complaint. Such records shall be available for county inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceeding a legal

holiday or on a Saturday, it shall be serviced on the next working day.

13.4.4 Each Franchisee or Licensee shall supply the County with schedules of collection routes at least twice per year, and shall supply all customers with printed information cards containing information regarding amounts of refuse which will be collected, complaint procedures, rates, regulations and days of collection. Such cards shall be replaced every two years or upon request by a customer in advance of any route, rate or regulation change.

13.4.5 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 to the Franchisee or Licensee.

13.4.6 All notices required or given pursuant to this Ordinance shall be deemed properly served when deposited, postage prepaid, in the United States Mail, addressed to the Franchisee or Licensee at his local office. Notices addressed to the Board shall be directed to Hernando County Board of County Commissioners, P. O. Box 185, Brooksville, Florida 33512.

13.4.7 Each Franchisee or Licensee shall supply all of its customers with a copy of the Customer Responsibilities as defined in Section 15 of this Ordinance. Such copy shall be made a part of the Franchisee's or Licensee's contract with the customer, and shall be in clear and readable print.

14. EQUIPMENT

14.1 Compliance with Ordinance: Equipment operated by Franchisees or Licensees must comply with the provisions of this section.

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

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

14.4 Equipment Required:

14.4.1 Each vehicle hauling refuse in Hernando County for a franchised or licensed collector shall carry a shovel, broom and fire extinguisher and other equipment as required by the Health Department.

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

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

15. CUSTOMER RESPONSIBILITIES

15.1 Preparation of Refuse: Garbage and trash shall be well drained and wrapped or put in bags before being placed in a container.

15.2 Refuse Containers:

15.2.1 Refuse containers shall be watertight and of impervious material, provided with a tight-fitting cover suitable to protect the contents from flies, insects, rats and other animals or a waterproof bag safely and securely closed which is of a type approved by the Health Department and shall not exceed thirty-two (32) gallons capacity nor be not less than three (3) gallon capacity. The container shall have no inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Containers shall be free of jagged or sharp edges.

15.2.2 Refuse containers shall be kept in a sanitary condition, with the inside and the outside thereof washed at such times as necessary to keep them free and clean of all accumulating grease and decomposing material and so that no odor or nuisance exists.

15.3 Size and Weight of Container: As a health and safety measure, no collector shall be required to service containers of over thirty-two (32) gallons or weighing more than sixty (60) pounds, including container.

15.4 Placement of Containers for Rear Door Service: Containers shall be within side or rear yards within 75 feet of curb or road service, at or near ground level, outside fences, garages, carports, hedges or other such enclosures or in general located so as to be easily accessible to the collector.

15.5 Placement of Containers for Curbside Service: Containers shall be placed as near to the curb or road surface as is safely possible and shall not be placed more than twelve (12) hours prior to collection and shall be removed within (12) hours after collection.

15.6 Collection Refused: If any provision of this Section is violated by the customer or if the customer fails to pay all charges when and as due, the collector shall advise the customer of such violation or failure to pay in writing. Continued violation of this Section, or failure to pay or to comply with this Section, shall constitute grounds for discontinuance of service; provided, that service may not be discontinued until the Franchisee or Licensee has given seven (7) days notice thereof in writing to the customer and the Board. Should service be discontinued pursuant to this section, the customer may be charged a Service Restoration Fee of \$5.00

15.7 Each customer shall display a house number in plain view from the street if such a number has been assigned to the premises by the U.S. Postal Service.

15.8 Christmas Service: Cardboard boxes, wrappings and Christmas trees will be placed at the curb and picked up without restriction other than as governed by weight restrictions as described in Section 15.3.

15.9 No customer shall allow the waste from another person to be placed with his for the purpose of avoiding the need for such other person to subscribe to the service.

15.10 No one shall place the waste generated at a residence in the refuse container of another for the purpose of avoiding the need to subscribe to Residential Service.

15.11 Customers shall insure that containers may be picked up without interference from pets or other sources and that the safety of the collector is not threatened.

16. 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. The Board may bring suit to restrain, enjoin or otherwise prevent the violation of this Ordinance in the Circuit Court.

17. Any and all resolutions or regulations in effect on the date of adoption of this Ordinance specifically in conflict herewith, are hereby repealed.

18. LIBERAL CONSTRUCTION

The provisions of this Ordinance shall be liberally construed 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.

19. 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.

20. TITLE TO WASTE

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


21. EFFECTIVE DATE

This Ordinance shall take effect immediately upon filing with the Secretary of State.

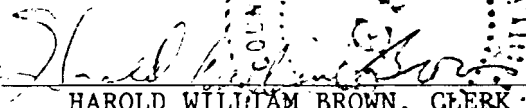
ADOPTED in Regular Session this
2nd day of May, 1978, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By


MARVIN E. HUNT, CHAIRMAN

Attest


HAROLD WILLIAM BROWN, CLERK

