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**Chapter 106 SOLID WASTE\***

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**\*Cross references:** Disposition of dead animals, § 14-50; buildings and building regulations, ch. 22; environmental and natural resources, ch. 54; health and sanitation, ch. 62; wastewater impact fee, § 70-251 et seq.; junk dealers, garbage dumps, sanitary landfills and scrap metal processors, § 114-119; utilities, ch. 126.

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**ARTICLE I. IN GENERAL**

**Sec. 106-1. [Unlawful deposit of waste; County sanitary landfills and septage treatment facilities.]**

(a) *Prohibiting throwing of trash, etc.* No person, firm, company or corporation or association shall discharge, throw, place or allow to remain in or upon any private premises, road, street, alley, canal, ditch, stream, lake, pond or public road, street, alley, canal, ditch, stream, lake, pond, bay or other waters, or any other public property, except sanitary landfills and septage treatment facilities duly designated and established by the Board of County Commissioners of Sarasota County, Florida, any filth, offal, garbage, foul water, dye water, refuse from industries or manufactories, untreated or improperly treated effluent, raw sewerage, human urine, human excrement, decayed animal or vegetable matter, septic tank effluent, any matter extracted from septic tanks, or any other offensive substances.

(b) *Establishment of sanitary landfills and septage treatment facilities.* The Board of County Commissioners of Sarasota County, Florida, is herewith authorized and empowered to designate and establish sanitary landfills and septage treatment facilities for the deposit of the matters set forth in subsection (a) of this section, and to require the use of the facilities of any municipality within Sarasota County, Florida, when the municipality's facility is to be used as agreed thereto, and to provide reasonable rules and regulations for the depositing of the same in sanitary landfills so established and municipal facilities which have been made available for use hereunder, including, but not limited to, the authority to designate the place in each such sanitary landfill or municipal facility for the deposit of any or all of the materials herein named, and the authority to change the same from time to time.

(1) *Rules and regulations.* The Board of County Commissioners after the conduct of a public hearing is hereby authorized to adopt by resolution rules and regulations governing the operation and control of County sanitary landfills and septage treatment facilities.

(2) *Fees and charges.* The Board of County Commissioners is hereby authorized to adopt by resolution, after a public hearing, reasonable fees and charges for the use of any septage treatment facility constructed, operated or maintained by Sarasota County. Unless specifically exempted by the Board of County Commissioners, all fees and charges shall be paid by all persons prior to their use of septage treatment facilities.

(c) *Authorization to enforce provisions of section.* The Board of County Commissioners of Sarasota County, Florida, is hereby authorized and empowered to enforce the provisions of this section by injunction or any other appropriate judicial writ or proceeding notwithstanding the fact that a violation of any of the provisions herein shall constitute a misdemeanor.

(d) *Violation of section deemed misdemeanor.* It shall be unlawful for any person, firm, company, corporation or association to discharge, throw, place or allow to remain on the property, premises or waters described in subsection (a) of this section in Sarasota County, Florida, outside the limits of any incorporated municipality, any of the materials described in subsection (a) of this section, and the violation hereof shall be a misdemeanor and upon conviction thereof shall be punished as provided by law for punishment of a misdemeanor.

(e) *Violation of rules and regulations.* Violation of any of the rules and regulations as authorized by subsection (b)(1) of this section shall be a misdemeanor. Any person who violates same shall upon conviction thereof be fined not more than \$500.00 or

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imprisoned for not more than 60 days, or both, and in addition shall pay all costs and expenses involved in the case.

(f) *Provision for rewards.* The Board of County Commissioners of Sarasota County, Florida, is hereby authorized and empowered to offer and pay rewards for information leading to the arrest of any person violating the provisions of subsection (a) of this section, and leading to the conviction of any person of any crime set forth in subsection (d) of this section. Provided, however, that the amount of any reward payable hereunder shall not be less than \$10.00 or greater than 50 percent of any fine imposed by any court, whichever amount may be greater.

(g) *Authorization to expend monies out of fine and forfeiture fund.* The Board of County Commissioners of Sarasota County, Florida, is hereby authorized to appropriate and expend monies out of the fine and forfeiture fund of the County for the purposes provided in subsection (f) of this section, and the appropriation and expenditure of monies for said purposes are hereby declared to be for lawful County purposes.

(h) *Elimination from section of invalid portions.* Any sentence, clause, or subsection of this section which for any reason may be declared invalid shall be thereby eliminated from this section, and the remainder hereof shall remain in full force and effect as if such invalid part had not been incorporated herein.

(Ord. No. 72-076, §§ 1--7, 10-12-1972; Ord. No. 82-026, § I, 3-23-1982; Ord. No. 86-016, §§ 2--5, 3-4-1986)

Secs. 106-2--106-30. Reserved.

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**ARTICLE II. COLLECTION, DISPOSAL AND RECYCLING\***

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**\*Editor's note:** Section 1 of Ord. No. 2003-092, adopted Oct. 22, 2003, repealed in their entirety Ch. 106, Arts. II and III, and replaced said provisions with similar material to read as herein set out. Former Art. II pertained to solid waste disposal and collection, and derived from Ord. No. 93-102, adopted Dec. 7, 1993; Ord. No. 94-061, adopted June 21, 1994; Ord. No. 97-131, adopted Dec. 2, 1997; Ord. No. 2003-022, adopted Feb. 26, 2003; Ord. No. 2003-058, adopted July 9, 2003; and Ord. No. 2003-059, adopted July 9, 2003. Former Art. III pertained to recycling and derived from Ord. No. 91-076, adopted Oct. 22, 2003; Ord. No. 97-130, adopted March 10, 1998; Ord. No. 99-018, adopted March 11, 1999; and Ord. No. 2003-057, adopted July 9, 2003.

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**Sec. 106-31. Findings.**

(a) The Board of County Commissioners of Sarasota County (the "Board") is authorized pursuant to F.S. § 125.01(1), as may be amended from time to time, Article VIII Section 1 of the Florida Constitution and the Sarasota County Charter to carry on County Government, and to enact regulations to promote the public health, safety, and general welfare of the citizens of Sarasota County; to adopt ordinances and resolutions necessary for the exercise of its powers and to prescribe fines and penalties for the violation of ordinances in accordance with law; and to perform any acts not inconsistent with law, which are in the common interest of the people of the County, and to exercise all powers and privileges not specifically prohibited by law.

(b) F.S. § 125.01(1)(k) and F.S. ch. 403, as may be amended from time to time, grant the Board the authority to regulate Solid Waste Collection and disposal.

(c) Pursuant to F.S. ch. 403, local governments are authorized to enact ordinances to establish county Recycling programs for the separation, collecting and marketing of Recyclable Materials and to insure the safe and lawful disposition of such wastes and to meet the goals established by the State of Florida to protect health, safety, and welfare of the citizens of Sarasota County.

(d) Section 4.1, Sarasota County Charter requires the establishment of a Mandatory Recycling Program for all Residential and Commercial Customers of the unincorporated area of Sarasota County.

(e) It is essential to the health, safety and welfare of the County's inhabitants within the densely populated areas that Solid Waste, Program Recyclables, and Yard Trash Collection and disposal and/or Processing be regulated in such a manner that Persons accumulating and generating Solid Waste, Program Recyclables and Yard Trash do so under a County mandatory system to insure the safe and lawful disposition of such wastes.

(f) The Board has initiated and implemented a comprehensive Mandatory Recycling Program.

(g) The Board finds that in order to enhance the beauty and quality of our environment, conserve and recycle our natural resources, reduce the impacts of Solid Waste contributing to global warming, prevent the spread of disease and the creation of nuisances, protect the public health, safety and welfare, and provide for comprehensive waste reduction programs, it is necessary to regulate the Collection and Processing of Recyclable Materials.

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- (h) The United States EPA has established that Source Reduction is the preferred method of integrated waste management, followed, in descending order, by Recycling, Composting, combustion and landfilling.
- (i) Inefficient and improper methods of handling Recyclable Materials create a hazard to public health, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances.
- (j) Source Reduction is a cost effective waste management approach that encompasses environmentally-sound products and packaging, consumer education and reuse of products and materials in their original form.
- (k) Recycling, including Composting, can reduce the depletion of landfill space, save energy and natural resources, provide useful products, and prove economically beneficial.
- (l) Landfilling is a viable component of a waste management system for the management of Nonrecyclable Materials and Solid Waste.
- (m) The burying or burning of waste destroys nonrenewable resources and adds to the energy needed to produce new products.
- (n) State and local governments can substantially affect the development of recycled material markets by instituting preferred recycled content materials procurement policies.
- (o) Each and every parcel of improved Residential Real Property, within the Municipal Service Benefit Unit provided by this ordinance, which is capable of being occupied, is prima facie evidence that Residential Waste is capable of being produced and accumulated upon such properties, and such property will be, therefore, specially benefited by mandatory Residential Waste Collection Services operated under authority of the County by and through the creation of a Municipal Service Benefit Unit (MSBU).
- (p) The production and generation of Commercial Waste by commercial Customers varies from one property to another; Commercial Customers cannot be made entirely the subject of Annual Assessments and require a determination of Rates for Commercial Waste Collection and disposal and/or Processing different from that imposed upon Residential Customers, within the MSBU provided by this ordinance.
- (q) The Courts of the State of Florida have determined that levies of Rates for Garbage and Waste Collection and disposal, and Recycling Collection, Processing and marketing, similar to those levied herein by Sarasota county are and can be levied as Annual Assessments.
- (r) Sarasota County has determined that the most appropriate method to finance Residential Waste Collection and marketing of Program Recyclables is to levy Annual Assessments against residential units located within an MSBU in unincorporated Sarasota County.
- (s) There is a valid distinction regarding cost of service between types of residential properties due to differences in the quantity of Residential Waste generated, typical occupancy levels and methods of Collection. The different classes of Residential Customers are based on these distinctions. This basis is not unreasonable or discriminatory. Studies have shown that certain properties generate a higher quantity of Solid Waste, Program Recyclables and Yard Trash, have a higher year-round occupancy level, utilize individual Collection containers (Curbside Containers) and are primarily single-family residences. For purposes of this Ordinance, these properties are designated Class I Customer. A second group of properties has been shown to generate a lower quantity of Solid Waste, Program Recyclables and Yard Trash, have on the average a lower year-round occupancy level, utilize mechanically serviced containers (Class II Containers and Class II Recycling Containers) as well as individual Collection containers and are primarily multiple-family or higher density residential properties. These properties include, but are not limited to, condominium units, apartment buildings,

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mobile homes, mobile home parks, and cooperatives and shall be designated Class II Customer.

(t) It is necessary for the Board to establish an MSBU and Solid Waste Service District for Residential Waste and Recyclable Materials Collection in the County for purposes of funding the Collection from Annual Assessments.

(u) Sarasota County has determined that the most appropriate method to finance Solid Waste and Yard Trash Collection for Commercial Customers is by individual contractual agreements between the Commercial Customers and the Franchisee, at not-to-exceed Rates approved by the Board.

(v) The Annual Assessment imposed upon improved Residential Real Property is intended to cover the costs of providing Residential Waste Collection, including disposal and/or Processing costs, department administration, other Solid Waste programs and the Cost of administering the Solid Waste Service District.

(w) Emergencies may be declared at the federal, state or local level and natural or manmade disasters may occur in the County which generate Disaster Debris which must be managed to eliminate or lessen an immediate threat to life, health and safety, to reduce the threat of additional damage to improved property, and/or to promote the economic recovery of the community at large.

(x) Unless the requirement for a Right of Entry/Hold Harmless form is waived by all federal, state and local agencies, provided the requisite forms have been executed and remain in full force and effect, Haulers designated by the County for emergency Disaster Debris clean-up are hereby expressly authorized to enter upon Private Roads and into Gated Communities for the purpose of collecting Solid Waste and Disaster Debris therefrom as may be required; however, Haulers shall not enter private property, dwelling units or other residential buildings.

(y) Collection and disposal of Residential Waste and Commercial Waste within the Solid Waste Service District pursuant to a Franchise Agreement.

(z) The cost of service as among residential properties designated as Class I Customers within the Solid Waste Service is substantially similar.

(aa) The cost of service as among residential properties designated as Class II Customers within the Solid Waste Service District is substantially similar.

(bb) The reduction of dumping of Solid Wastes, Yard Trash and Program Recyclables in and upon private properties results in a benefit accruing to each parcel of Improved Real Property within the Municipal Service Benefit Unit by providing a clean, safe and healthy environment for the present and prospective occupants of such property and surrounding properties.

(cc) The Board has determined that it is necessary to revise and update existing Garbage Collection and disposal policies, and to develop a comprehensive Solid Waste and Recyclable Materials regulatory ordinance to ensure that Solid Waste, Yard Trash, and Recyclable Materials Collection is conducted in an efficient manner that protects the aesthetic and environmental concerns of the community.

(Ord. No. 2003-092, § 2, 10-22-2003; Ord. No. 2006-001, § 2, 1-10-2006; Ord. No. 2007-084, § 2, 10-2-2007)

### **Sec. 106-32. Intent.**

This Ordinance applies to unincorporated Sarasota County. It is the intent and purpose of this Ordinance:

- (a) To regulate the accumulation, storage, collection and disposal of Solid Waste; and
- (b) To regulate Solid Waste Disposal Sites in the unincorporated areas of Sarasota County;

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(c) To provide mandatory utilization of a Solid Waste Collection and disposal system for Residential and Commercial Customers. Residential Waste and Commercial Waste is to be handled in the unincorporated County by the creation of a Municipal Service Benefit Unit in such areas;

(d) To establish four categories of Recyclable Materials: Program Recyclables; Recyclable Construction and Demolition (C&D) Debris; Yard Trash; and Additional Recyclables, each category as defined herein;

(e) To implement a Mandatory Recycling Program for unincorporated areas of Sarasota County which provides for Residential Customer Collection of Program Recyclables; which mandates and regulates the Recycling of Construction and Demolition Debris, which mandates and regulates the Recycling of Yard Trash generated by Commercial Lawn Care Services, and encourages the Recycling of Additional Recyclable Materials. The County retains the right and ability to designate any portion of the Waste Stream as a Recyclable Material or as an Additional Recyclable Material, including but not limited to such items as food waste, various electronic equipment, carpeting, carpet pad, and drywall;

(f) To establish and maintain a Sarasota County Source Reduction/Recycling goal of 60 percent by weight;

(g) To develop principles and methodologies of sustainable stewardship throughout the County on an ongoing basis; and

(h) To provide for Disaster Debris clean-up within designated Disaster Area(s) during declared emergencies, including on Private Roads and within Gated Communities provided all prerequisites have been met.

(Ord. No. 2003-092, § 3, 10-22-2003; Ord. No. 2006-001, § 3, 1-10-2006; Ord. No. 2007-084, § 3, 10-2-2007)

### **Sec. 106-33. Title.**

This Ordinance may be cited as the "Sarasota County Solid Waste and Recyclable Materials Collection Ordinance".

(Ord. No. 2003-092, § 4, 10-22-2003)

### **Sec. 106-34. Applicability.**

The Residential Waste and Commercial Waste Collection provisions of this ordinance are applicable solely within unincorporated Sarasota County; other provisions of this Ordinance such as Hazardous Waste and Litter are applicable in unincorporated Sarasota County and are permissive in municipalities within Sarasota County.

(Ord. No. 2003-092, § 5, 10-22-2003)

### **Sec. 106-35. Construction and interpretation.**

This Ordinance shall be liberally construed in order to effectively carry out the intent and purpose of the Ordinance. Where any provision of this Ordinance refers to or incorporates another provision, statute, rule, regulations or other authority, it refers to the most current version, incorporating any amendments thereto or renumbering thereof.

(Ord. No. 2003-092, § 6, 10-22-2003)

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### **Sec. 106-36. Definitions.**

All definitions contained in this section shall be consistent with definitions contained within the Florida Statutes, as amended from time to time. In case of any conflict with definitions contained in Florida Statutes, the statutory definition shall apply. The following definitions shall be applicable to this Ordinance, all rules promulgated hereunder, and contracts issued hereunder, unless a different meaning is specifically indicated in the text.

(a) *Annual Assessment* means the Non-Ad Valorem assessment levied upon improved Residential Real Property within the County to provide funding for the Collection and disposal of Solid Waste, the Collection and Processing of Program Recyclables and Yard Trash, and related programs.

(b) *Audited Financial Statement* means a collection of the following as they are defined by the American Institute of Certified Public Accountants: accountants' report (opinion), balance sheet, profit/loss statement, changes in financial position/cash flow statement, notes to the financial statement, accountants' report on supplemental information and supplemental information.

(c) *Authorized Collector* means a Person to whom a temporary exemption has been granted pursuant to this Ordinance for the Collection of his/its own Solid Waste.

(d) *Biological Waste* means those wastes that cause or have the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. This term does not include human remains that are disposed of by Persons licensed under F.S. ch. 470.

(e) *Biomedical Waste* means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(1) Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(2) Nonabsorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

(f) *Board* means the Board of County Commissioners of Sarasota County, Florida.

(g) *Broker* means a Person that will accept a Recyclable Material in the quantities generated by the County to be sold, or ultimately transferred to an End-User.

(h) *Bulk Waste* means all large household items that do not require extraordinary management, and are not covered by the definitions for White Goods and Computers and Electronic Equipment including, but not limited to, sofas, tables, bathroom fixtures, bedroom and living room furniture, appliances not considered White Goods, ladders, carpet; These items shall be placed within three feet from a public or private way for Collection.

(i) *Certificate of Occupancy* means a document produced by the County certifying that a newly constructed building has been constructed in compliance with County specifications, and is suitable for use.

(j) *Class II Container* means any container including, but not limited to, dumpster, roll-off, or compaction equipment, approved by the County to be used for the Collection of Solid Waste or Yard Trash from any Class II Customer utilizing dumpster, roll-off or

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compaction Collection Service. Solid Waste and Yard Trash shall not be commingled in the same container.

(k) *Class II Recycling Container* means any container including but not limited to, dumpster, roll-off, compaction equipment, or rhino box, authorized and approved by the County to be used for the Collection of Program Recyclables from Class II Customers utilizing dumpster, roll-off, rhino box or compaction equipment for said Collection Service. Plastic bags shall not be used in lieu of or within Class II Recycling Containers.

(l) *Class I Customer* means single-family, duplex-triplex and quadruplex Dwelling Units; apartments two to nine Dwelling Units, residential combination (residence plus commercial), and retirement homes that do not have commercial kitchens and contain two to nine Dwelling Units located within the Service District.

(m) *Class II Customer* means mobile homes, recreational vehicles, condominiums, cooperatives, apartment buildings with ten or more Dwelling Units, retirement homes with ten or more Dwelling Units and each unit has a separate cooking facility/kitchen, time-share apartments, mobile home parks including lots for mobile homes and recreation vehicles located within the Service District.

(n) *Clerk* means the Clerk to the Board of County Commissioners or the minutes Clerk assigned to the Solid Waste Service District.

(o) *Code Enforcement* means that part of Solid Waste Management that is responsible for enforcement of provisions of this Ordinance.

(p) *Code Enforcement Officers* means certain designated employees of Sarasota County Government and sworn Deputy Sheriff Officers of the Sarasota County Sheriff's Office empowered to inspect any container to ensure compliance with this Ordinance and are empowered to cite violators under this Ordinance.

(q) *Collection* means the process of picking up, transporting and dropping off Residential Waste, Commercial Waste and Disaster Debris at the Designated Disposal Site or Designated RMPF, or the process of picking up, transporting and dropping off Exempt Materials to an appropriate Disposal Site or Recycling Facility.

(r) *Collection Containers* means Curbside Containers, Class II Containers, Roll Carts, Commercial Containers, Recycling Bins, Recycling Carts, Class II Recycling Containers, and/or Commercial Recycling Containers.

(s) *Collection Services* means Residential Collection Service and/or Commercial Collection Service.

(t) *Commercial Activity* means any activity which involves the exchange or sale of commodities or services.

(u) *Commercial Collection Service* means the Collection of Commercial Waste using Commercial Containers, Curbside Containers, or Roll Carts, and may include Commercial Customer Recyclable Materials Collection if said service is contracted between the Franchisee and Customer.

(v) *Commercial Container* means any container including, but not limited to, dumpster, roll-off, or compaction equipment, approved by the Executive Director to be used for the Collection of Solid Waste or Yard Trash from any Commercial Customer utilizing dumpster, roll-off or compaction Collection Service. Solid Waste and Yard Trash and Program Recyclables shall not be commingled in the same container.

(w) *Commercial Customer* means a Person using Commercial Real Property or Industrial Real Property, located within the Service Area, primarily for commerce, including but not limited to hotels, motels, freestanding recreational vehicle parks, governmental entities, churches, hospitals, schools and not-for-profit corporations. This classification shall not include commercially zoned property which is used primarily for residential purposes. Vacant lands, not classified as Improved Real Property, shall be deemed commercial Improved Real Property.

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(x) *Commercial Lawn Care Service* means the business of lawn and garden maintenance for remuneration. This definition includes landscapers.

(y) *Commercial Real Property* means real property not classified as residential, including property used primarily for commerce including but not limited to hotels, motels, free-standing recreational vehicle parks, governmental entities, churches, hospitals, schools and not-for-profit corporations. This classification shall not include commercially zoned property that is used primarily for residential purposes. Vacant lands, not classified as Improved Real Property, shall be deemed as Commercial Real Property.

(z) *Commercial Recycling Container* means any container including but not limited to, dumpster, roll-off, compaction equipment, or rhino box, authorized and approved by the Executive Director to be used for the Collection of Program Recyclables from Commercial Customers utilizing dumpster, roll-off, rhino box or compaction equipment Collection Service. Plastic bags shall not be used in lieu of or within Commercial Containers.

(aa) *Commercial Supplemental Collection Services* means services provided by the Franchisee to Commercial Customers which are not included in the Commercial Collection Service Rate, including, but not limited to, extra or special Collection, gate service, roll-out service, unusual Commercial Customer requirements, Customer owned Commercial Container maintenance, container modification, roll-off service, or locking devices.

(bb) *Commercial Waste* means Solid Waste and Yard Trash, as defined herein, generated upon Commercial and Industrial Real Property.

(cc) *Composting* means the controlled biological decomposition of organic Solid Waste, food and paper waste, and Yard Trash carried out under controlled conditions which stabilize the organic fraction of waste into a material which can easily and safely be stored, handled and used in an environmentally acceptable manner for soil, growing medium, or other similar uses. Simple exposure of Solid Waste under uncontrolled conditions resulting in natural decay, public nuisances, or conditions adversely affecting the environment or public is not Composting. Composting activities shall not violate the provisions of other state or local laws, ordinances, rules, regulations, or orders.

(dd) *Computers and Electronic Equipment* means, but is not limited to, computers, monitors, televisions, cathode ray tubes, printers, scanners, and fax machines. Other equipment may be added to this list upon agreement between the County and the Franchisee.

(ee) *Construction and Demolition (C&D) Debris* means materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum, wallboard, and untreated lumber, resulting from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition site. De minimis amounts of Solid Waste may be included with C&D Debris.

(ff) *Construction and Demolition (C&D) Debris Hauler* means any Person who is a Private Hauler, or Commercial Customer who collects and transports C&D Debris from the site of generation or from a transfer point.

(gg) *Construction and Demolition (C&D) Debris Recycling Facility* means any facility located in unincorporated Sarasota County that provides evidence that it recycles at least 50 percent by weight of the Recyclable C&D Debris delivered to the facility. Such evidence includes, but is not limited to, ongoing recovery activity, stockpiling temporarily

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for the purpose of shipping, receipts, separation and storage of useable/marketable material.

(hh) *County* means the unincorporated areas of Sarasota County, Florida; County government, its officers, agents and employees.

(ii) *Curbside* means placement of Solid Waste, Yard Trash, or Program Recyclables within three feet of the curb line or paving line of the nearest street, or in the case of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.

(jj) *Curbside Container means* 1) a metal container with a tight fitting lid, with or without wheels; 2) a durable plastic container with a tight fitting lid, with or without wheels; 3) a plastic bag sufficient in strength for handling by the Franchisee so long as they are closed and unbroken at the time of Collection. Said containers shall be authorized and approved by the Executive Director to be used for the Collection of Solid Waste or Yard Trash from any Class I Customer, or eligible Class II Customer utilizing Curbside Collection Service. Each individual Curbside Container filled with Solid Waste or Yard Trash shall not exceed 40 pounds in weight. Solid Waste and Yard Trash shall not be commingled in the same containers.

(kk) *Customer* means any Person defined as a Commercial Customer or as a Residential Customer. Whether or not a Person is a Commercial Customer or a Residential Customer depends upon the context of the section in which the word appears.

(ll) *Designated Disposal Site* means the Central County Solid Waste Disposal Complex (CCSWDC), or other Disposal Site as designated by the County.

(mm) *Designated Recyclable Materials Processing Facility (RMPF)* means a facility devoted solely to the storage, Processing, resale, or reuse of Recyclable Materials which has been selected by the Board to receive, process, and market Program Recyclables, or a transfer station or other site designated by the County to be used as a consolidation point for Program Recyclables, collected by the Franchisee on behalf of the County.

(nn) *Designated Site(s)* means any real property set aside or authorized by the Board for the receipt of Residential Waste, Commercial Waste or Disaster Debris. This term encompasses the terms Designated Disposal Site and Designated RMPF.

(oo) *Disaster* means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Board, the Governor or the President of the United States.

(pp) *Disaster Area* means the geographical area of unincorporated Sarasota County, as determined by Board resolution, that has suffered extensive property damage as the result of a Disaster, which damage presents an immediate threat to the public's health and safety, a threat of additional damage to improved property, and/or impacts the economic recovery of the community. A declared Disaster Area may be less than the entire unincorporated county.

(qq) *Disaster Debris* means scattered items and materials either broken, destroyed or displaced by a Disaster, including, but not limited to, trees and woody debris, construction and demolition materials, personal property and/or mud, silt, gravel and sediment.

(rr) *Disaster Debris Hauler* means any business entity or person designated by the County to collect and transport Disaster Debris.

(ss) *Disposal Site(s)* means any real property set aside or authorized by the Board for the receipt of Solid Waste or Disaster Debris, including, but not limited, to Landfill and transfer station(s).

(tt) *Drop-off Charge* means the fee charged for the deposit and disposal or Processing of Residential Waste, Commercial Waste or Disaster Debris at the Designated Site(s).

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(uu) *Dwelling Unit* means a room or rooms constituting a separate, independent establishment with cooking facilities/kitchen, a separate entrance, and bathroom facilities; and physically separated from any other rooms or Dwelling Units which may be in the same structure or in separate structures.

(vv) *End-User* means a Person who reuses Recyclable Materials as a raw material or in the manufacture of a product. This term shall also include a Person who provides for the conversion of Clean Wood Waste to clean-burning fuel for the production of energy for use at facilities other than a waste-to-energy facility as defined in F.S. § 403.7895.

(ww) *Executive Director* means the County Administrator or designee.

(xx) *Extraordinary Wastes* means wastes that require extraordinary management, including, but not limited to, abandoned automobiles, boats, tree trunks greater than four feet in length, 16 inches in diameter and 40 pounds in weight, dead animals, agricultural and industrial wastes, Bio-Medical, Biological, Radiological Wastes, and Hazardous Wastes. This term does not include Disaster Debris.

(yy) *Fees* means amounts billed for services not covered by Rates.

(zz) *Franchise Agreement (Agreement)* means the written authority granted by the Board to a Person to engage in Collection Services.

(aaa) *Franchisee* means the holder of written authority granted by the Board to engage in Collection Services.

(bbb) *Front Yard* means the yard area extending from the main entrance of the Premises to the right-of-way in front of the property.

(ccc) *Garbage* means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials, and is included in the definition of Solid Waste.

(ddd) *Gated Community* means a residential community with restricted vehicular access.

(eee) *Hauler* means a C&D Debris Hauler, a Franchisee, a Private Hauler, a Commercial Lawn Care Service, a Disaster Debris Hauler or any combination thereof, depending upon the context of the section in which the word appears.

(fff) *Hazardous Waste* refers to Solid Waste, or a combination of Solid Wastes, which because of its quantity, concentration, physical, or chemical 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, treated, or otherwise managed and any material or substance identified in the Florida Administrative Code Rule 62-730 and 40 Code of Federal Regulation, Part 261.

(ggg) *Holiday* means New Year's Day, Independence Day, Thanksgiving Day, Christmas Day, or any other holiday as approved by the Executive Director.

(hhh) *Improved Real Property* means any cleared, graded or drained real property upon which a building or structure has been erected which is occupied or capable of being occupied for Residential, Commercial, or Industrial use; recreational vehicle park lots contained within parks designated as mobile home parks by County Health.

(iii) *Industrial Real Property* means a place, building or enterprise engaged in the manufacturing or the Processing of raw materials or alteration or modification of a product for the purpose of producing a usable or finished product, having commercial waste as a by product.

(jjj) *Land Clearing Debris* means the uprooted or cleared vegetation resulting from a land clearing operation and does not include Yard Trash.

(kkk) *Landfill* means the places specifically designated by the Board and permitted by the state for the disposal of Solid Waste or Sludge.

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(lll) *Landfill Disposal Cost* means the sum of the current Landfill Tipping Fee (addressing the cost of Landfill operations) and any Surcharges assessed for new Landfill development or Landfill closure.

(mmm) *Legitimate Complaint* means any complaint where the provisions herein, or in the Franchise Agreement, regulating Solid Waste, Program Recyclables, or Yard Trash Collection were adhered to by the Customer and the Franchisee did not perform in accordance with such provisions.

(nnn) *Litter* means any Garbage, rubbish, trash, refuse, can, bottle, box, container, paper, tobacco product, tire, appliance, mechanical equipment or part, building or construction material, tool, machinery, wood, motor vehicle or motor vehicle part, vessel, aircraft, farm machinery or equipment, Sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility, or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(ooo) *Load* means material, including but not limited to Solid Waste, Program Recyclables, C&D Debris, and Yard Trash, on a vehicle, transported from one point to another.

(ppp) *Mandatory Recycling Program* means all aspects of the Collection, transportation, Processing, marketing or other handling or aspect of Program Recyclables, Recyclable Construction and Demolition Debris and Yard Trash, as well as education, technical projects, compliance monitoring, and enforcement as defined by Solid Waste Management.

(qqq) *Mulch* means a protective soil covering spread or left on the ground to help retain moisture longer in the soil by retarding evaporation; to discourage weed growth; to help maintain a constant winter and summer temperature by insulating the soil; or to discourage water runoff and soil erosion by shielding the soil surface from water abrasion and promoting water absorption and retention. The process of making Mulch is called Mulching and is considered a form of Recycling Processing.

(rrr) *Municipal Service Benefit Unit (MSBU)* means the mechanism within the Solid Waste Service District for assessing Residential Customer Collection Rates.

(sss) *NonConforming Material* means any material placed into a Recycling Container not included in the definition of Recyclable Materials.

(ttt) *Person* means any and all Persons, natural or artificial, including any individual, firm or association; any municipal or private corporation organized or existing under the laws of Florida or any other state; any county of the State; and any governmental agency of this State or the Federal Government.

(uuu) *Premises* refer to Improved Real Property, as defined herein.

(vvv) *Prescribed Burning* means the controlled application of fire to naturally occurring vegetative matter under specified environmental conditions, and following appropriate precautionary measures, which causes the fire to be confined to a predetermined area and which accomplishes planned land management objectives including fires for wildlife management.

(www) *Private Hauler* means any business entity or Person engaged in the business of collecting and transporting Commercial Recyclable Materials in the County of Sarasota.

(xxx) *Private Road* means a private vehicular access way which is not dedicated to the public and is not publicly maintained.

(yyy) *Processing* means any technique designed to change the physical or chemical character or composition of any Recyclable Material so as to render it amendable to recovery, storage or Recycling or safe for disposal, or reduced in volume or concentration. In the case of Yard Trash the term Processing means Mulching and/or Composting.

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(zzz) *Radiological Waste or Radioactive Waste* refers to any equipment or materials which are radioactive or have radioactive contamination and which are required pursuant to any governing laws, regulations, or licenses to be stored, treated, or disposed of as radioactive waste or radiological waste and means radioactive waste as further defined in F.S. § 404.031(14). Requirements for handling such wastes shall be in accordance with Chapters 64E-4 and 64E-5, Florida Administrative Code.

(aaaa) *Rates* means Board approved amounts to be charged by the Franchisee for Residential Collection Services, for contracted Commercial Collection Services, or for Supplemental Collection Services.

(bbbb) *Rear Door Service* means any physical location for the placement of Collection Containers on the Residential Customer's property intended for Curbside Collection that is not at the Curbside.

(cccc) *Recovered Material* means, but is not limited to: metal, paper, glass, plastic, textile, 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 Waste Stream for sale, use, or reuse 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. Recovered Materials as described above are not Solid Waste. Recyclable Materials may also be Recovered Materials.

(dddd) *Recovered Materials Processing Facility (RMPF)* means a facility engaged solely in the storage, Processing, resale, or reuse of Recovered Materials. Such a facility is not a Solid Waste management facility if it meets the conditions of F.S. § 403.7045(1)(f).

(eeee) *Recyclable Materials* means those materials which are capable of being recycled including:

(1) *Additional Recyclable Materials* means materials that should be recycled, but are not part of the Mandatory Recycling Program, including but not limited to: lead acid batteries, household batteries, Scrap Metals, latex paint, paperboard, carpeting, carpet pad, food waste, drywall and textiles.

(2) *Clean Wood Waste* means C&D Debris from Commercial Customers which is capable of being processed into Mulch, including wood pallets, wood construction materials, (except chromated copper arsenate pressure treated wood) and including Land Clearing Debris such as branches, trees and Yard Trash.

(3) *Recyclable Construction and Demolition (C&D) Debris* means Debris from Commercial Customers which is capable of being economically Recycled, including, but not limited to, wood pallets, wood construction materials, Scrap Metal and concrete, brick, or asphalt which can be effectively processed for Recycling. Recyclable Construction and Demolition Debris shall not include Land Clearing Debris. For purposes of this subsection, C&D Debris shall be considered capable of being economically recycled, if the Processing, shipping and incremental costs associated with the Collection of Recyclable C&D Debris do not exceed the sum of the price a Broker or End-User will pay for the Recyclable C&D Debris.

(4) *Program Recyclables* means Container and Paper Program Recyclables that have been designated by the Board as mandatory Recyclable Materials for Residential and Commercial Customers, including the following:

a. *Container Program Recyclables* means the various container categories defined below:

1. *Aluminum Cans* means used beverage containers.

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2. *Aluminum Foil* means aluminum sheets or wrapping, clean of food, commonly used in food preparation or storage whether in sheets or formed (such as food trays) into flexible containers.

3. *Glass* means any food or beverage container constructed of glass of any color.

4. *Plastic Bottles* means the following plastic bottles with a neck, (as coded and labeled on the item by number placed inside a triangle and letters placed below the triangle pursuant to F.S. § 403.708(9)), as may be amended from time to time: High Density Polyethylene (coded and labeled HDPE, #2) bottles, and Polyethylene Terephthalate (coded and labeled PET, #1) bottles which are any color.

5. *Polycoated Paper Carton* means aseptic boxes and gable top containers such as juice boxes, brick packs, milk and juice cartons.

6. *Steel and Tin Cans* means food or beverage containers which consist primarily of ferrous metals, commonly called tin cans and steel jar lids, and empty aerosol containers.

b. *Paper Program Recyclables* means the various paper categories defined below:

1. *Corrugated Cardboard* means cardboard with folded ridges, grooves, or wrinkles placed between flat paper surfaces and commonly used for cartons or boxes. Liners consist of Kraft, jute or test liner. All corrugated cardboard shall be flattened and either cut down to size, no more than two feet by three feet. Staples and tape with water soluble glues do not have to be removed. Wax-coated and oriental corrugated cardboard are not acceptable.

2. *High Grade and other Mixed* means magazines and catalogs composed of glossy paper, telephone books, white or colored bond paper, book paper, computer paper, cotton fiber content paper, duplicator paper, form bond, manifold business forms, mimeo paper, office paper, printing paper, stationery, writing paper, photocopy or copy machine paper, laser paper, paper envelopes with or without plastic windows, carbonless (NCR) paper, brown Kraft paper, paper grocery bags, tabulating cards, facsimile paper, and manila folders, but excludes paper coated or contaminated with metallics, plastic, wax, carbon, ammonia or nonsoluble glue.

3. *Newspaper* means dry, newsprint including advertising inserts delivered in the newspaper, but excluding aged, yellowed, sunburned paper or water saturated paper. Plastic sleeves shall be removed from newspaper before they are placed in the Recycling Container.

(ffff) (Both Definitions Moved) *Recycling* means any process, including Composting and Mulching, in which Solid Waste, or materials which would otherwise become Solid Waste, are collected, separated, processed and reused or returned to use in the form of raw materials or products.

(gggg) *Recycling Bin* means 18-gallon red and blue bins stenciled or hot stamped with information authorized and approved by the County for the Collection of Program Recyclables from Class I Customers, and eligible Class II Customers utilizing Curbside Program Recyclables Collection Service. Plastic bags shall not be used in lieu of or within Recycling Bins.

(hhhh) *Recycling Cart* means any container authorized and approved by the County for the Collection of Program Recyclables, including toter containers, for the Collection of Program Recyclables from Class II Customers and/or Commercial Customers utilizing such Program Recyclables Collection Service. Plastic bags shall not be used in lieu of or within Recycling Carts.

(iiii) *Recycling Container* means any container authorized and approved by the County for the Collection of Recyclable Materials, including but not limited to, Recycling Bins, carts, dumpsters, and roll-offs. This term encompasses the terms Recycling Bin, Recycling Cart, Class II Recycling Containers and Commercial Recycling Container.

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(jjjj) *Recycling Facility* means any business which recycles materials as defined herein and includes but is not limited to buy back centers, drop-off centers (both permanent and mobile), and Recovered Materials Processing Facilities (RMPF).

(kkkk) *Residential Collection Service* means the Collection of Residential Waste from Residential Customers.

(llll) *Residential Customer* means a Person who occupies Residential Real Property, including, but not limited to, single-family residences; duplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks; recreational vehicles; mobile homes; condominium units; cooperatives established pursuant to F.S. ch. 719; time-share apartments; leased residential Premises of the classes described above, whether occupied or not; and Premises occupied as a residence located in or upon commercially zoned real property, provided, however, that where property is used exclusively as a recreational vehicle park, as defined in F.S. § 513.01(10), such property shall be deemed commercial. This term encompasses the terms Class I Customer and Class II Customer.

(mmmm) *Residential Real Property* means Improved Real Property including, but not limited to, single-family residences; duplex apartments; apartment buildings; recreational vehicle lots contained within mobile home parks (with no separate entrance); recreational vehicles; mobile homes; condominium units; cooperatives established pursuant to F.S. ch. 719; time-share apartments; leased residential Premises of the classes described above, whether occupied or not; and Premises occupied as a residence located in or upon commercially zoned real property, provided, however, that where property is used exclusively as a recreational vehicle park, as defined in F.S. § 513.01(10), such property shall be deemed commercial.

(nnnn) *Residential Supplemental Collection Services* refers to services provided by the Franchisee that are not included in the Residential Collection Services covered by Annual Assessment. Such services include, but are not limited to: a second Solid Waste Collection day, Rear Door Service for nonhandicapped Customers; curbside service more than three feet from a public or private way; in-ground container service; bulk or roll-off container maintenance for Customer-owned containers; service for loose Residential Waste not properly prepared; Class II Container, Class II Recycling Container, or roll-off container service required more than basic service (special Collection) including, but not limited to, rescheduled Collections due to Customer negligence (e.g., said containers are overfilled and cannot be safely dumped). Drop-off Charges associated with Residential Supplemental Collection Services are covered by the Annual Assessment.

(oooo) *Residential Waste* means Solid Waste, Yard Trash, Program Recyclables, Bulk Waste, and White Goods generated upon the Residential Customer's Residential Real Property. Each such material shall be disposed or processed as directed by the County.

(pppp) *Scrap Metal* means discarded materials or items which consist primarily of ferrous metals, aluminum, brass, copper, lead, chromium, tin, or nickel.

(qqqq) *Service Area* means the Solid Waste Service District, as delineated on Exhibit "A", as updated as of November 2005, attached hereto and by this reference incorporated herein.

(rrrr) *Service Category* means designation of service, i.e. Residential Customer: Class I, Class II, and Residential Supplemental Collection Services; Commercial Customer: Commercial Collection Service and Commercial Supplemental Collection Service.

(ssss) *Set Out* means an action, event, or instance comprised of the proper placement of Solid Waste, Program Recyclables, or Yard Trash for Collection at a Customer's Premises, in accordance with County Ordinances.

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(tttt) *Sludge* means a Solid Waste pollution control residual which is generated by an industrial or domestic wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilet or related operation, or any other such waste having similar characteristics. Sludge may be a solid, liquid, or semisolid waste but does not include the treated effluent from a wastewater treatment plant.

(uuuu) *Solid Waste* means Sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations and any additional items which may be defined under F.S. § 403.703(13). This term does not include Disaster Debris.

(vvvv) *Solid Waste Management* means Sarasota County Solid Waste Management or the County entity to which the County Administrator assigns the responsibility of administering this Ordinance.

(wwww) *Solid Waste Management Citizens Advisory Board (SWMCAB)* means the Citizens Advisory Board as defined by County Resolution and as defined in Section 106-39 herein.

(xxxx) *Solid Waste Service District* means the designated area for Residential and Commercial Customers as delineated on Exhibit "A", as updated as of November 2005, attached hereto and by this reference incorporated herein.

(yyyy) *Source Reduction* means reduction of the quantity or toxicity of Recyclable Materials actually produced or generated. Activities include, but are not limited to, the design and manufacture of products and packaging with minimum volume and toxic content and with longer useful life, changing buying and consumption habits at the corporate and household levels and the reuse of products and materials in their original form.

(zzzz) *Special Assessment* means the Non-Ad Valorem assessment which may be levied upon improved Residential Real Property within the County to provide funding for the Collection and Processing of Disaster Debris and such other services not funded by the Annual Assessment.

(aaaa) *Special Waste* means Solid Wastes that can require special handling and management, including, but not limited to, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Trash, Biological Wastes, Hazardous Wastes, and Bio Medical Wastes.

(bbbb) *Supplemental Collection Service* means Residential Supplemental Collection Service and Commercial Supplemental Collection Service.

(cccc) *Surcharge* means an amount to be established by resolution of the Board for specific purposes related to Solid Waste programs, disposal or handling of special or specific wastes.

(dddd) *Tipping Fee* means per ton disposal fee for Landfill and transfer station(s) operations, debt service and closure combined with the Surcharge for Solid Waste at the Landfill or transfer station(s).

(eeee) *Unintentional Damage* means damage caused to containers by an act unlikely, in normal circumstances, to have resulted in said damage, including but not limited to, wheels of a container fall off or break when the container is handled in the same manner as other containers of that type.

(ffff) *Waste Stream* means Solid Waste, Bulk Waste, White Goods, Computer and Electronic Equipment, Recyclable Materials, Yard Trash, Construction and Demolition Debris, Extraordinary Waste or other discharged solid or semisolid materials, resulting

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from domestic, residential, commercial, industrial, agricultural, and governmental operations, but does not include Sludge.

(ggggg) *White Goods* means inoperative or discarded appliances including but not limited to, refrigerators, ranges, washers, clothes dryers, water heaters, freezers, microwave ovens, air conditioners, or other domestic or commercial size appliances.

(hhhhh) *Yard Trash* means vegetative matter resulting from landscaping maintenance, including but not limited to, shrub trimmings, tree trimmings, grass clippings, palm fronds and stumps. Such items collected by Commercial Lawn Service shall not be considered Yard Trash for the purpose of the Agreement.

(iiiiii) *Yard Trash Recycling Facility* means any facility located within unincorporated Sarasota County that provides evidence that it recycles at least 95 percent of the Yard Trash delivered to the facility. Such evidence includes but is not limited to, ongoing recovery activity, stockpiling temporarily for the purpose of shipping, receipts, separation and storage of useable/marketable material.

(Ord. No. 2003-092, § 7, 10-22-2003; Ord. No. 2006-001, § 4, 1-10-2006; Ord. No. 2007-084, § 4, 10-2-2007)

### **Sec. 106-37. Recycling goals and responsibilities of solid waste management.**

In order to enhance the beauty and quality of our environment, conserve and recycle our natural resources, reduce the impacts of Solid Waste contributing to global warming, develop principles and methodologies of sustainable stewardship, and comply with Federal, State and local Recycling and waste reduction goals and regulations, Solid Waste Management has developed the following goals and responsibilities.

(a) Solid Waste Management shall develop and implement a multifaceted Residential and Commercial Customer Source Reduction education awareness program. Typical efforts may include, but are not limited to, approved Composting methods, minimizing Yard Trash, and environmental shopping activities.

(b) Solid Waste Management shall work closely with private sector (Franchisee and Private Haulers, Recycling Facilities, trade associations, etc.) and the general public to develop and implement a multifaceted Residential and Commercial Customer Recycling Collection, Processing, marketing, and education/awareness program. Typical efforts may include, but are not limited to, research and development on varied issues, conducting feasibility and technical studies, establishing routine compliance procedures/monitoring guidelines, and continuous community based education/promotional programs, including paid media campaigns, procuring promotional Recycling and/or Source Reduction give-away items, and endorsing/supporting the procurement of recycled content items.

(c) Upon receipt of notification from the Franchisee of businesses that have no visible means of Recycling, Solid Waste Management may develop a process to increase participation of those businesses in Recycling.

(d) Solid Waste Management shall provide education and training to Residential Customers in proper Recycling requirements and facilitate the understanding of the Recycling process.

(e) Solid Waste Management may develop other programs or initiatives that minimize the generation of Solid Waste, such as residential Yard Trash Composting.

(f) Solid Waste Management in consultation with Class II Customer complex(es) and the Franchisee shall work closely to develop a Recycling Plan customized for each Class II Customer complex as deemed necessary by the Executive Director.

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(1) Solid Waste Management will ensure the Recycling plan addresses methods of Collection within the complex, Recycling Container types, frequency of pick up, and on-site transport equipment necessary to accomplish the required separation and Collection of Program Recyclables, as well as removal of NonConforming Materials and/or Additional Recyclable Materials.

(2) The plan may include the designation of a responsible party who may inspect Recycling Containers for NonConforming Materials and Additional Recyclable Materials prior to pick up by the Franchisee.

(3) The plan may address education of residents on the methods of separation and Collection of Program Recyclables best suited to the particular site as per the requirements of this Ordinance.

(4) Solid Waste Management will develop multi-lingual brochures when more than 30 percent of seasonal residents are speakers of language other than English. In such cases, the multifamily unit may request that Solid Waste Management provide them with the brochure in the language most commonly spoken.

(g) Solid Waste Management shall work with Commercial Customers to promote Commercial Recycling, including but not limited to the following:

(1) Solid Waste Management shall regularly conduct business site visits to ensure that Commercial Customers are in compliance with the provisions of this Ordinance.

(2) Solid Waste Management may conduct business workshops, work with the local chambers of commerce, business organizations, and others to promote business Recycling.

(3) Solid Waste Management may also conduct business recognition programs in cooperation with the private sector and other local governmental entities.

(4) Solid Waste Management shall develop Commercial Recycling educational materials and may provide promotional items to be distributed to the Commercial Customers to re-enforce the goals and provisions of this Ordinance.

(h) Appropriations and expenditures for educational and promotional purposes to implement the purposes of this Ordinance are declared to be for lawful public purposes.

(i) Solid Waste Management may implement a volunteer program to provide support for Recycling programs and objectives. Volunteers may be recognized annually for their efforts.

(j) Solid Waste Management shall promote and educate Customers about the Recycling of Additional Recyclable Materials to help the County meet its Recycling goal.

(Ord. No. 2003-092, § 8, 10-22-2003)

### **Sec. 106-38. Providing for a mandatory solid waste service district as a municipal service benefit unit.**

Pursuant to the powers granted to the Board by the Florida Constitution and F.S. § 125.01, the Board has authorized the establishment of a Municipal Service Benefit Unit, to be known as the Solid Waste Service District or the Service Area, described in Exhibit "A", attached hereto.

(a) Where consistent with the intent of this Ordinance, and where development or other circumstances require, the boundaries of the Solid Waste Service District, may be modified by the Board from time to time. No modification of the boundaries of the Solid Waste Service District may occur until the Board has considered the necessity in a duly advertised public hearing.

(b) The purpose of the Solid Waste Service District is to promote the common interests of the people of the County and to provide the mandatory Collection of Residential Waste and Commercial Waste. The Residential Collection Service will be provided

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through the levying of Special Assessments as provided for herein, unless exempt from the mandatory provisions of this Ordinance. Service Rates and Fees will be established through the adoption of a Franchise Agreement. Further, the purpose is to promote the health, welfare, and safety of the citizens and residents of the Solid Waste Service District by providing adequate Collection of Residential Waste and Commercial Waste. (Ord. No. 2003-092, § 9, 10-22-2003; Ord. No. 2006-001, § 5, 1-10-2006)

### **Sec. 106-39. Advisory board.**

The Board may establish by resolution a citizens' advisory committee to provide recommendations to the Board concerning matters related to this article. (Ord. No. 2003-092, § 10, 10-22-2003; Ord. No. 2007-084, § 5, 10-2-2007)

### **Sec. 106-40. General powers.**

The Board shall have all the powers necessary or convenient to carry out the purposes of this Ordinance and such additional rights and powers as are provided by the Constitution of the State of Florida and the laws of the State of Florida. The Board shall also have all powers not otherwise prohibited by law, including, but not limited to:

- (a) Power to use or be sued, complain or defend in the name of the County in any and all courts or administrative agencies;
- (b) Power to acquire by grant, purchase, gift, devise, exchange, or in any other lawful manner any property, real or personal, or any estate or interest therein upon such terms and conditions as the Board shall determine;
- (c) Power to enter into contracts with any qualified private, public, or municipal firm, Person, or corporation for the furnishing of Solid Waste services within the boundaries of the Municipal Service Benefit Unit;
- (d) Power to establish by appropriate resolution any Special Assessment or Service Charge.
- (e) Power to levy and collect, without referendum, Annual or Special Assessments, Rates or Fees as required for the Collection of Residential Waste, Commercial Waste and Disaster Debris within the County;
- (f) Power to adopt rules and regulations governing the MSBU and Solid Waste Service District through appropriate resolutions. The Board may adopt, by appropriate resolution:
  - (i) the procedures to establish, adjust and approve any Annual or Special Assessment within the County, Fee or Surcharge, and
  - (ii) Fees, Surcharges and Special Assessments;
- (g) The Board, through a County approved procurement process, may grant or extend franchise(s) to qualified haulers for the exclusive or nonexclusive Collection of Residential Waste and/or Commercial Waste for a period of time not to exceed 20 years, upon such terms and conditions as the Board may determine to be in the public interest. No Person shall be considered for a franchise to collect and dispose or process said waste in the County unless and until the Board has received satisfactory evidence of the following, and the haulers covenant as follows:
  - (1) The submittal is made in good faith.
  - (2) The hauler has the means and resources to carry out the Collection Service required.
  - (3) The hauler has the ability to maintain insurance in the form and the amount prescribed by the Board, including liability coverage and indemnification of the County.
  - (4) The hauler has complied with, or demonstrates its capacity and willingness to comply with, all Federal, state and local laws and ordinances, rules and regulations, including required permitting.

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(5) The hauler has the ability to give surety for the faithful performance under the Ordinance.

(h) All submittals initiated by any Person, or by the County, shall be executed under oath.

(i) The Executive Director will be responsible for developing the franchise solicitation. The recommendation of franchisees shall be in conformance with the Procurement Code.

(j) Any Person owning any franchise heretofore granted by the Board for the Collection of Residential Waste and Commercial Waste shall become the authorized Person to collect and deliver for disposal or Processing Residential Waste and Commercial Waste in the Solid Waste Service District covered by the existing Franchise Agreement, in the manner, as if originally established and authorized under the provisions of this Ordinance, for the balance of the term of years heretofore granted, unless sooner amended, modified, or revoked pursuant to law.

(1) Any modification by the Board of the boundaries of the Solid Waste Service District shall also result in the simultaneous, equivalent modification of the boundaries of the Franchise Agreement area, unless specifically provided otherwise by the Board.

(2) Upon modification of the boundaries of the Solid Waste Service District, the Franchisee shall implement the provision of Residential Waste and Commercial Waste Collection Service in the area included in the Solid Waste Service District by the modification.

(k) The Board shall determine the Annual Assessment to be imposed upon each class of Residential Customer within the Solid Waste Service District. Annual Assessments must be uniformly assessed within each Customer class within the Solid Waste Service District. The Board shall annually levy and impose upon all improved Residential Real Property classified as residential property in the solid Waste Service District, within each Customer Class provided by this Ordinance, an Annual Assessment to cover the cost of Collection, including disposal and/or Processing costs, of Residential Waste, the administration of the Solid Waste Service District and other Solid Waste programs.

(l) The Board shall determine any Special Assessments to be imposed within the County. Special Assessments shall cover the cost of Collection, including disposal and/or Processing costs of Disaster Debris and such other Collection/disposal and/or Processing services not covered by the Annual Assessment.

(m) Notwithstanding any other provisions of this Ordinance, the Board may institute any procedure that will facilitate the billing and collection of such Annual or Special Assessments, consistent with laws applicable thereto.

(n) Annual Assessments levied by the Board for the Collection of Residential Waste do not cover the cost of removal and disposal or Processing of the following Waste Stream materials:

(1) Land Clearing Debris.

(2) Construction and Demolition Debris, including any debris resulting from remodeling that requires a building permit.

(3) Trash and debris associated with farming operations, when the farming activity involves five acres or more of land.

(4) Hazardous (other than household Hazardous Wastes or Special Wastes delivered to the County Designated Site(s) as part of the Collection Services covered by the Franchise Agreement), Biological, Bio-Medical, and Radiological Waste.

(5) Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including batteries.

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- (6) Residential Waste generated on Real property or by Customers located within the unincorporated areas of Sarasota County lying outside the boundaries of the Sarasota County Solid Waste Service District provided by ordinance.
- (7) Residential Waste generated on Real property or by Customers located within the incorporated areas of Sarasota County.
- (8) Sludge.
- (9) Commercial Customer Waste Stream materials.
- (10) The Collection portion of the Rates for Solid Waste, Program Recyclables or Yard Trash collected as part of Residential Supplemental Collection Services.
- (11) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations.  
(Ord. No. 2003-092, § 11, 10-22-2003; Ord. No. 2006-001, § 6, 1-10-2006; Ord. No. 2007-084, § 6, 10-2-2007)

### **Sec. 106-41. Description of service.**

All property within the Solid Waste Service District shall be subject to mandatory Residential Waste (including Program Recyclables) and Commercial Waste Collection Services, as provided by this Ordinance. Except as provided in this section, it shall be the responsibility of the Governing Body to provide within the Solid Waste Service District either directly or indirectly through agreement(s) the following services:

#### ***(a) Residential Collection Services.***

- (1) Subject to Section 106-41(c) herein, it is mandatory that all owners or occupants of improved Residential Real Property within the Solid Waste Service District use the Franchisee for the Collection of Solid Waste, Yard Trash, Bulk Waste, White Goods, and Program Recyclables (collectively known as Residential Waste). It is permissible for occupants of improved Residential Real Property to use the Franchisee for the Collection of Computers and Electronic Equipment, used oil and used oil filters, and tires (including tires with rims) in accordance with the regulations of Solid Waste Management.
- (2) The Annual Assessments, for each Customer, Class I and Class II, imposed pursuant to this Ordinance, shall cover the cost of Collection Services, as determined by the Board from time to time, of all properly bundled and prepared Residential Waste, Computers and Electronic Equipment, used oil, used oil filters, and tires, including disposal costs (but excluding Collection costs) of Residential Supplemental Collection Services, generated from the improved Residential Real Property. The Annual Assessment shall also cover the cost of the administration and processing of Program Recyclables for the Solid Waste Service District.
- (3) The Franchisee shall not conduct Residential Collection Services prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Executive Director.
- (4) Class I Collection Service (via Curbside) shall consist of once-per-week Collection of properly prepared Residential Waste.
- (5) Class II Collection Service (via dumpsters) shall consist of a minimum of once-per-week Collection of properly prepared Residential Waste.
- (6) Residential Collection Services shall be performed by the Franchisee Monday through Friday, except during Holiday weeks or as otherwise authorized by the Executive Director.
- (7) Residential Collection Services shall be provided to each Customer on the same day each week by the Franchisee.
- (8) The Franchisee shall ensure the Collection of all Residential Waste, except Extraordinary Waste, and Sludge, from or generated by Residential Class I and Class II, as defined herein, within the Service Area and shall be governed by the terms and

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conditions of the contractual agreements between the Governing Body and the Franchisee.

(9) Franchisee and Disaster Debris Haulers are expressly authorized to enter upon Private Roads and into Gated Communities for the purpose of collecting Disaster Debris from Residential Customers at locations consistent with Section 106-47 provided that either (a) Right of Entry/Hold Harmless Agreements have been executed by the owners of property along the respective Private Road(s) or by an authorized representative of the Homeowners' Association of the respective Gated Community(ies) pursuant to Subsection 106-47(i) herein and remain in full force and effect or (b) the County has informed the Franchisee and/or Disaster Debris Haulers that the Federal Emergency Management Agency (FEMA) has waived the requirement for such agreements. Franchisee and Disaster Debris Haulers shall not enter onto private property, into dwelling units or other residential buildings for the purpose of collecting Residential Waste in a manner inconsistent with this Article.

(b) *Collection of Disaster Debris.*

(1) In the event that a State of Emergency is declared by the Board, the Governor of Florida or the President of the United States, consistent with the County's Emergency Management Plan, the Board or designee shall confer with Emergency Services to determine if Disaster Debris present within the County, including Disaster Debris on Private Roads and within Gated Communities, is so widespread that it is in the public interest to remove the debris to protect the public health, safety and welfare, to reduce the threat of additional damage to improved property, and/or to promote economic recovery of the community at large.

(2) If such a determination is made by the Board or designee and the requisite Right of Entry/Hold Harmless agreements have been executed pursuant to Subsection 106-47(i) herein and remain in full force and effect or FEMA has waived the requirement for such forms, Franchisee and/or Disaster Debris Haulers shall collect Disaster Debris within the designated Disaster Area(s) that is placed at the curb of public rights-of-way by residential property owners. On Private Roads and within Gated Communities, Disaster Debris will be collected at the same locations as Residential Waste is collected.

(3) When the Franchisee and/or Disaster Debris Haulers have been directed by the County to collect Disaster Debris, provided that the requisite Right-of-Entry/Hold Harmless forms have been executed and remain in full force and effect or the requirement for such forms has been waived, said collectors are hereby authorized to enter upon Private Roads and into Gated Communities for the purpose of collecting Disaster Debris from Curbside Collection units at locations consistent with Section 106-47 of this article. Haulers shall not otherwise enter onto private property, into dwelling units or other residential buildings for the purpose of collecting Disaster Debris.

(4) The County shall not reimburse any community or resident that hires a private contractor to remove and dispose of Disaster Debris or to transport Disaster Debris to a public right-of-way.

(5) The County does not provide Disaster Debris collection services for Commercial Real Property. Owners of Commercial Real Property must make their own arrangements for Disaster Debris removal.

(6) To the extent allowed by law, the County will indemnify, hold harmless and defend FEMA from any liability, claims, or loss or damage resulting from the collection of eligible Disaster Debris consistent with this Section. This section does not constitute a waiver of the County's sovereign immunity.

(c) *Commercial Collection Services.*

(1) Subject to Section 106-41(c) herein, Franchisee shall ensure the Collection of Solid Waste and Yard Trash (collectively known as Commercial Waste), except Extraordinary

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Waste, and Sludge, from or generated by any commercial or Industrial entity, as defined herein, within the Service Area a minimum of once-per-week.

(2) The Franchisee shall not conduct Commercial Collection Services to Commercial Customers located within 200 feet of Residential Real Property, prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Executive Director.

(3) In areas specifically designated by the Executive Director, based on complaints due to noise, the Franchisee shall not conduct Commercial Collection Services to Commercial Customers prior to 7:00 a.m. or after 8:00 p.m.

(4) Commercial Collection Services shall be provided to each Customer on the same day each week by the Franchisee.

(c) *Exempt Materials.* Only the following types of Waste Stream materials are exempt from the mandatory provisions of this Ordinance and may be collected and delivered for disposal or Processing at the authorized Designated Site(s) by the owner or occupant of any Premises, or the owner's or occupant's representative, at the owner's or occupant's expense. Any such Collection and disposal shall be in accordance with the provisions of this Ordinance and other ordinances of Sarasota County and all state and federal laws relating to the Collection and disposal of Solid Waste:

(1) Land Clearing Debris.

(2) Construction and Demolition Debris. Residential debris including any remodeling, which may or may not require a building permit, in excess of two cubic yards or four 32-gallon containers.

(3) Trash and debris associated with farming operations.

(4) Extraordinary, Hazardous, Bio-Medical, and Radiological Waste, excluding Special Waste included as part of the Collection Services covered by the Franchise Agreement.

(5) Wrecked, scrapped, ruined or dismantled motor vehicles, or motor vehicle parts, including used oil, tires and batteries.

(6) Recyclable Materials. Providing the materials are subjected to a Recycling process.

(7) Residential Waste generated in the unincorporated areas of Sarasota County lying outside the boundaries of the Solid Waste Service District as provided by ordinance.

(8) Residential Waste generated on Real property or by Customers located within the incorporated areas of Sarasota County.

(9) Sludge.

(10) Liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

(Ord. No. 2003-092, § 12, 10-22-2003; Ord. No. 2006-001, § 7, 1-10-2006; Ord. No. 2007-084, § 7, 10-2-2007)

### **Sec. 106-42. Annual assessment.**

(a) It shall be the responsibility of the property owners of a Dwelling Unit to pay or cause to be paid to the County an Annual Assessment incurred by the Dwelling Unit(s) for the benefits received by such dwelling. Failure to pay this charge shall be considered a violation of this Ordinance and the charges may be collected as provided herein or as otherwise provided by the laws of the State of Florida.

(b) The county or its designated agent will be responsible for the billing and collection of payments in the Solid Waste Service District through the levy of Annual Assessments, as set forth herein.

(c) The fiscal year of the Solid Waste Service District shall commence on October 1 of each year and end on September 30. The County budget officer shall present to the Governing Body an annual budget for the Solid Waste Service District as prepared by Solid Waste Management.

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(d) Annual Assessments shall be levied, collected and distributed pursuant to state law. The assessment shall constitute a lien as of October 1 of each year in which an Annual Assessment is levied. All costs of the Tax Collector and Property Appraiser shall be deemed costs of administration of the Solid Waste Service District.

(e) The Board shall provide procedures for the levy and collection of the Annual Assessments for new construction upon residential Improved Real Property, for changes in use of assessed property, and for errors or omissions from the assessment roll. In the absence of procedures established by the Board, the procedures used by the Sarasota County Tax Collector may be used.

(f) Fee time share real property shall be classified as residential, with each separate accommodation as defined by Florida Statutes, therein deemed a separate Residential Customer. Each single-family apartment, regardless of the number of time share title holders, shall be construed as a separate Residential Customer. The total of the Annual Assessments levied hereunder shall be assessed to the taxpayer as defined and provided for in F.S. § 192.037, as amended from time to time, or as otherwise provided by law.

(g) Annual Assessments levied hereunder shall be made separate for each condominium parcel as provided by F.S. § 718.20, as amended from time to time, and each such condominium parcel shall be deemed a Residential Customer.

(h) Sarasota County shall not issue a Certificate of Occupancy for improved Residential Real Property, whether new construction or a change in the use of property from another category to improved Residential Real Property, until such issuance has been approved by Solid Waste Management, who shall grant approval upon the following circumstances:

(1) The property for which the Certificate of Occupancy is requested is listed on the then current tax roll; or

(2) If the property is not on the then current tax roll, upon payment in full to Solid Waste Management of an amount representing the pro rata portion of the current Annual Assessment plus an additional 12 months for each residential class of property. Solid Waste Management shall compute and publish a schedule reflecting the pro rata payment in effect for each month of the current fiscal year. The amount of each month's payment shall be the average of what would be the daily pro rata payments for that month. The County shall collect the pro rata portion of the Solid Waste Annual Assessment plus an additional 12 months prior to the time a Certificate of Occupancy is issued and shall collect a transaction fee on Certificates of Occupancy where Solid Waste Annual Assessments are collected on behalf of Solid Waste Management.

(3) Solid Waste Annual Assessments which are processed by the County for an incorrect amount shall be corrected and the amount of the error shall either be refunded or collected. Provided however, that if the correction is for less than \$5.00, no collection will be made and a refund will be made only upon a specific request from the customer.

(i) Upon receipt of the same by the Board of County Commissioners from the Tax Collector, all Annual Assessments and other charges levied and collected herein, shall be distributed to the Governing Body for the Solid Waste Service District. For services performed during the previous month, the Governing Body shall distribute to the Franchisee, an amount equal to 1/12 of the approved annual payment per Customer, plus adjustments for Customers added subsequent to the establishment of the approved annual payment per Customer and corrections in errors or omissions in the tax roll.

(j) All Annual Assessments shall fund the costs for providing and administering the residential programs managed by Solid Waste Management, including, but not limited to, the Collection, Processing and/or disposal of Residential Waste, Computers and Electronic Equipment, used oil, used oil filters, and tires including tires with rims; Code

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Enforcement; Keep Sarasota County Beautiful; Illegal Dumping; Lawn Mowing; and Hazardous Waste Management Programs.

(1) The Surcharge for Solid Waste programs shall be established by resolution of the Board at a public hearing and shall be added to the Landfill Tipping Fee to fund the costs of administering programs and enforcing the provisions of this Ordinance. Municipalities shall be exempt from portions of the Surcharge.

(2) All Surcharges shall be disbursed only for the operations of Solid Waste Management.

(3) Solid Waste Management funds shall at all times remain separate and distinct from County General Revenue Funds.

(4) Any and all Solid Waste Management funds at the end of a fiscal year shall automatically become the beginning balance of each succeeding fiscal year.

(5) Special Assessments for Disaster Debris pick-up or such other services as determined by the Board shall be established by resolution of the Board at a public hearing and shall be added to the annual tax bill.

(Ord. No. 2003-092, § 13, 10-22-2003; Ord. No. 2006-001, § 8, 1-10-2006; Ord. No. 2007-084, § 8, 10-2-2007)

### **Sec. 106-43. Correction of errors and omissions.**

(a) No act of error, omission or commission on the part of the Property Appraiser, Tax Collector, Governing Body, Executive Director, Board, Clerk, or their deputies or employees, or other Board designee shall operate to defeat the payment of the annual collection of Annual or Special Assessments imposed by the Board under the provisions of this Ordinance. However, any errors or omissions or commissions may be corrected at any time by the Solid Waste Service District in like manner as the initial performance of such acts and when so corrected, they shall be construed as invalid ab initio and shall in no way affect any legal process for the enforcement of the Annual or Special Assessments levied under the provisions of this Ordinance.

(b) Any owner of real property may petition the Board to correct any asserted error, omission or commission in relation to his property in the adoption of the Annual or Special Assessment roll. Such petition shall be initiated by filing with the Board or its designee, a written petition containing the name of the owner, a legal description of the real property affected, a summary description of the asserted error and the relief requested of the Board. There is no filing deadline for an appeal. However, property owners should take into account the established statutory limitation on the refunds of paid assessments. The Solid Waste Service District will respond to the property owner in writing within 60 calendar days of receipt of the written complaint.

(c) The Governing Body shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner, or lessee of Improved Real Property, to correct any error in the adoption of any Annual or Special Assessment roll or addendum thereto.

(d) When it shall appear that any Annual or Special Assessment was imposed under this Ordinance against any parcel of improved Residential Real Property in error, the Executive Director shall amend the Solid Waste tax roll during the fiscal year in which the error is discovered and the record owner of such parcels shall receive a refund of past Annual or Special Assessment charges as in accordance with established statutory limitations.

(e) When it shall appear that Annual or Special Assessment should have been imposed under this Ordinance against any parcel of improved Residential Real Property, but such parcel of Improved Real Property was omitted from the roll, or any addendum to such roll, the parcel shall be added by Executive Director to the Solid Waste tax roll during the

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fiscal year in which the omission is discovered and such parcels shall be assessed for past Annual or Special Assessment charges due and will include charges incurred during the current fiscal year. Parcels of Improved Real Property which have been resold shall be assessed for past Annual or Special Assessment charges commencing with the sale date forward.

(Ord. No. 2003-092, § 14, 10-22-2003; Ord. No. 2006-001, § 9, 1-10-2006; Ord. No. 2007-084, § 9, 10-2-2007)

### **Sec. 106-44. Responsibilities of the authorized collectors.**

Temporary exemptions granted pursuant to Ordinance No. 86-35 shall expire on either November 20, 2007, when the Authorized Collector's transport equipment is fully depreciated, or when the Authorized Collector fails to comply with this Ordinance, whichever comes first. At the time the exemption terminates, Authorized Collectors shall no longer be allowed to collect, dispose or process their own Solid Waste, Yard Trash and Program Recyclables.

(a) It shall be the responsibility of all Authorized Collectors to haul and dispose properly of their Solid Waste, Program Recyclables and Yard Trash in accordance with this Ordinance, and at Designated Site(s).

(b) Authorized Collectors shall not mix Solid Waste, Yard Trash, Program Recyclables, or other materials intended to be collected separately, during the Collection process.

(c) The Executive Director or his designee shall have the right to inspect the operations and equipment of all Authorized Collectors at any reasonable time and shall be admitted to make such inspections.

(d) Authorized Collectors shall submit an annual report to the County stating the monthly tonnage, annual total tonnage; and proof of insurance. Furthermore, Authorized Collectors shall provide, within 60 days of the effective date of this ordinance, evidence of the following:

(1) The original application.

(2) Original equipment on the application.

(3) A list of the depreciation on each piece of equipment on the original application.

(e) In no event shall new or used equipment be allowed to substitute for the equipment in the original approved application.

(f) Authorized Collectors shall cooperate with the Executive Director in providing every reasonable opportunity for ascertaining whether or not the duty and responsibilities of the Authorized Collector are being performed.

(g) Authorized Collectors shall not conduct collection services for their own Solid Waste, Yard Trash, or Recyclables if located within 200 feet of another Residential Real Estate Property prior to 6:00 a.m. or after 8:00 p.m. unless authorized by the Executive Director.

(h) In areas specifically designated by the Executive Director, based on complaints due to noise, the Authorized Collector shall not conduct collections service prior to 7:00 a.m. or after 8:00 p.m.

(i) Authorized Collectors shall use only vehicles with bodies which are water tight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, with solid metal sides, and covered metal top. The collector shall provide sufficient equipment, of a nature suitable to the type of service being provided, to maintain regular schedules of Collection and to promptly and efficiently perform his duties under the rules and regulations. As an alternative to a fully enclosed metal top, the Authorized Collector's vehicles may be equipped with a cover which is net with mesh not greater than one and one-half inches, or tarpaulin, and such cover shall be kept in

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good mechanical order and used to cover the Load traveling to and from the loading operation or where parked if the contents are likely to be scattered if not covered.

(j) Authorized Collector's vehicles shall not be overloaded so as to scatter Solid Waste, Yard Trash or Program Recyclables; but, if said material is scattered from said vehicle for any reason, it shall be the responsibility of the Authorized Collector to immediately pick up such scattered material.

(k) Authorized Collectors shall insure performance as specified by this Ordinance.

(l) Authorized Collectors shall designate in writing to the Executive Director the Person to serve as the Collector's agent, and shall provide a process for receiving and handling emergency calls both during and after normal operating hours, such process subject to the Executive Director's approval.

(m) The Executive Director is authorized to start the administrative procedures to recommend the revocation of a temporary exemption of any Authorized Collector if any of the following conditions exist:

(1) Refusal to comply with any lawful order of the Board entered after a public hearing; or

(2) Violations or failure to comply with any provision of Sarasota County ordinances, any rules and regulations promulgated there under relating to the Collection of Solid Waste, or any state or federal law relating to the Collection (including disposal costs) of Solid Waste; or

(3) Willful failure to file any report required hereunder.

(n) Revocation proceedings recommended by the Executive Director may be commenced by the Board, in its legislative capacity, at any regular meeting, by the adoption of a resolution, specifying the grounds to be considered by the Board for revocation, and the date, time and place of a public hearing to be held thereon, which resolution shall be served upon the Authorized Collector not less than 20 calendar days prior to a public hearing thereon. The Board may, for good cause, enlarge the time.

(Ord. No. 2003-092, § 15, 10-22-2003)

### **Sec. 106-45. Responsibilities of all haulers.**

(a) *[Criteria for Hours of Collection Service.]* Haulers shall not conduct collection services for Recyclable Materials, Yard Trash, Construction and Demolition Debris or other materials, if Customers are located within 200 feet of Residential Real Estate Property, prior to 6:00 a.m. or after 8:00 p.m. unless otherwise authorized by the Executive Director.

(b) *[Special Hours for Collection Service.]* In areas specifically designated by the Executive Director, based on complaints due to noise, Haulers shall not conduct collection services prior to 7:00 a.m. or after 8:00 p.m.

(c) *Littering.* Haulers' vehicles shall not release Litter in violation of the "Florida Litter Law", F.S. § 403.413. If Solid Waste, Recyclable Materials, Yard Trash or other Litter is released or falls from a Hauler's vehicle for any reason, the Hauler shall immediately stop the vehicle and retrieve the Litter.

(d) *Combining Materials Prohibited.*

(1) Haulers shall not combine Solid Waste, Yard Trash, Disaster Debris, Program Recyclables, used oil and used oil filters, tires, Land Clearing Debris, C&D Debris, Additional Recyclables, White Goods or other materials intended to be collected separately, during the Collection process. Additionally, Paper Program Recyclables shall not be combined with Container Program Recyclables. Also, if the Hauler was contracted to provide Collection of separated Recyclable C&D Debris, then the Hauler shall not combine Nonconforming Materials with the separated Recyclable C&D Debris. Additionally, Haulers shall not combine Computers and Electronic Equipment collected

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from the residential Waste Stream with other materials. Haulers shall not combine Hazardous Waste, Biological Waste, Biomedical Waste, Radiological Waste, or combine the items listed in the beginning of this subsection.

(2) Haulers shall visually inspect each Customer's Recycling Container. If the Hauler finds Recyclable Materials have been combined with NonConforming Materials, the entire Recycling Container shall be tagged and shall not be collected until the Recycling Container is free of NonConforming Material. Hauler shall notify the County of tagged Containers.

(e) *Responsibilities for Hauling Yard Trash.* All Yard Trash dispersed within unincorporated Sarasota County must be delivered to a Yard Trash Recycling Facility. For the purpose of imposing penalties pursuant to Section 106-60, each Load not delivered to a Yard Waste Recycling Facility shall constitute a separate offense.

(f) *Responsibilities of Private Haulers Collecting Commercial Customer Program Recyclables.* Private Haulers are required to visually inspect each Commercial Customer's Recycling Container to ensure that Program Recyclables are not mixed with NonConforming Materials or Additional Recyclables. If the Private Hauler finds Program Recyclables have been mixed with NonConforming Materials and/or Additional Recyclables, the entire Recycling Container shall be tagged and shall not be collected until the Customer removes such material and properly recycles or disposes of them. Solid Waste Management shall work closely with Private Haulers to ensure achievement of Solid Waste Management Recycling goals and implementation of program.

(g) *Responsibilities of Construction and Demolition (C&D) Debris Haulers.* All mixed Recyclable C&D Debris dispensed within unincorporated Sarasota County must be delivered to a C&D Debris Recycling Facility. If Haulers separate or cause to be separated Recyclable C&D Debris from nonrecyclable C&D Debris at the job site, any sorted Recyclable C&D Debris dispensed within unincorporated Sarasota County must be delivered to a processor or end market that accepts the Recyclable Material. For the purpose of imposing penalties pursuant to Section 106-60 herein, each Load of Recyclable C&D Debris dispensed within unincorporated Sarasota County that is not delivered to a C&D Debris Recycling Facility shall constitute a separate offense.

(h) *Responsibilities of Franchisee.* The Franchisee shall be responsible for complying with this Ordinance as well as the Franchise Agreement signed by the Board. In the event of a direct conflict between this Ordinance and the Franchise Agreement, the provisions of this Ordinance shall prevail.

(1) *Transition.* For purposes of this subsection (1), in the event a new hauler is awarded the Franchise Agreement, the term "Outgoing Franchisee" shall refer to the Franchisee whose franchise term is near expiration and the term "Incoming Franchisee" shall refer to the newly-selected Franchisee.

a. *Transition Prior to the Commencement Date of the Franchise Agreement.* The Incoming and Outgoing Franchisees understand and agree that the time between the formal Franchise Agreement signing and commencement date of the Franchise Agreement is intended to provide the incoming Franchisee with sufficient time to, among other things, order equipment and prepare necessary routing changes. Incoming Franchisee shall provide to the County purchase orders or other documentation approved by the County satisfying that arrangements have been made to have all necessary equipment delivered to Incoming Franchisee's equipment yard no later than 60 days prior to the commencement date of the Franchise Agreement. Incoming Franchisee shall be responsible for the provision of all Collection Services beginning on the commencement date of the Agreement. The County and the Incoming Franchisee shall agree upon a transition plan and schedule. Noncompliance with such dates for

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completion or other elements of the transition plan shall result in the County levying the transition penalties as set forth in the Franchise Agreement.

b. *Transition upon implementation of automated Collection.* In the event the County chooses to implement an automated Collection system, whether as a pilot program in one portion of the Service Area or in the entire Service Area, the Franchisee and County shall agree upon the timeline and the elements of a transition plan and schedule. Furthermore, the County and Franchisee shall agree upon the liquidated damages associated with the Franchisee not complying with said plan or schedule.

c. *Transition upon Expiration of the Franchise Agreement.* When requested by the County, the Outgoing Franchisee shall turn over information such as, but not limited to, route sheets, Residential Customer and Commercial Customer lists (including container sizes and frequency of Collection), and other information that shall allow for a smooth transition of service from the Outgoing Franchisee to the Incoming Franchisee. Outgoing Franchisee shall make its best reasonable effort to ensure the transition occurs without inconvenience to the County or Customers. Outgoing Franchisee shall also allow the Incoming Franchisee to purchase, or rent for up to 90 days, containers from Outgoing Franchisee. The purchase price shall be negotiated, but shall be no more than the fair market value of the containers. The rental rate shall not exceed average industry rates.

### *(2) Financial Reporting Requirements.*

a. The Franchisee is required to provide an annual report to the Executive Director indicating quantities and condition of resources for the purpose of informing the Executive Director of equipment, facilities, manpower, and other resources the Executive Director deems necessary for planning for emergency conditions.

b. The Franchisee shall file all reports and audits in a timely manner. Willful delay in filing reports and audits shall be construed as a default in the Franchise.

c. The Franchisee shall provide information, data, and reports in a format and at frequencies designated by the Executive Director, including, but not limited to, quarterly and annual reports. Work papers of the Franchisee's auditor shall be made available to the County upon request by the Executive Director.

d. The Franchisee shall provide an Audited Financial Statement for the most recently completed corporate year.

e. The Franchisee shall provide supplemental schedules, which shall include but not be limited to:

1. Customer counts for all Service Categories by the month and summarized for the year.

2. For each Commercial Customer, Franchisee shall report the address, size and number of containers, owner of the containers, and frequency of Collection.

3. The Franchisee shall provide any other information which the Executive Director or the Franchisee may deem relevant under the particular circumstances.

4. Unless otherwise determined with the Director at the time of filing, the Franchisee shall submit with the annual report, supplemental schedules, and an Audited Financial Statement with an unqualified opinion as prepared by a certified public accountant. The Franchisee shall submit a hard copy of the annual report as well as an electronic version in a format approved by the County, using a computer software program compatible with the County's software.

### *(3) Other Reporting Requirements.*

a. Franchisee shall submit complaint reports as described below, in Section 106-50, and as directed in the Franchise Agreement.

b. Franchisee shall provide a Set Out report of all Class I Customers for Residential Program Recyclables Collection Service, as directed in the Franchise Agreement.

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c. At the time of delivery, the driver of any Franchisee vehicle shall provide the operator of the Designated RMPF, the operator or the Designated Disposal Site or the Executive Director with a copy of the daily route sheet for that day upon request of said operator or the Executive Director.

d. The Franchisee shall provide to the County a report regarding the Collection of Program Recyclables and the use of the Designated RMPF. Such report shall include the number of trucks to be used in the Collection of Program Recyclables, the identification number of each truck, indication of the facility said trucks anticipate delivering Program Recyclables (e.g. Jackson Road Transfer Station or the RMRF), and the anticipated time of tipping at the Designated RMPF. Such report shall be continuously updated to reflect any changes in any of the above information, and an updated report delivered to the County when any changes occur.

e. The rate of providing new, replacement, and additional Recycling Bins to Residential Customers shall be separately accounted for by the Franchisee and reported monthly to the County, as directed in the Franchise Agreement. Said report shall include:

1. The total number of bins dispensed for Class I Customers;
2. The total number of bins dispensed for Class II Customers;
3. The ratio of bins dispensed to Class I Customers over the total Class I Customer count; and
4. The ratio of bins dispensed to Class II Customers over the total Class II Customer count.

(Ord. No. 2003-092, § 16, 10-22-2003; Ord. No. 2007-084, § 10, 10-2-2007)

### **Sec. 106-46. Residential customer classifications.**

Differences exist as to the quantity of Residential Waste generated, and whether mechanically serviced containers (Class II Containers or Class II Recycling Containers) or individual containers (Curbside Containers) are used. Therefore, two classes of properties are established within the Solid Waste Service District for the purpose of allocating the cost of providing service and establishing the appropriate assessments.

(a) The following types of Improved Real Property within the Solid Waste Service District shall be assigned Class I Customers:

- (1) Single-family.
- (2) Duplex and triplex.
- (3) Quadruplex.
- (4) Apartments, 2--9 Dwelling Units.
- (5) Retirement homes with no commercial kitchen, 2--9 Dwelling Units and each unit does not have a separate cooking facility/kitchen.
- (6) Retirement homes with no commercial kitchen, 2--9 Dwelling Units.
- (7) Residential combination residence and store.

(b) The Board determines that the following types of real property within the Solid Waste Service District shall be assigned Class II Customers:

- (1) Mobile homes.
- (2) Recreational vehicles.
- (3) Condominiums.
- (4) Cooperatives.
- (5) Apartments, 10+ Dwelling Units.
- (6) Retirement homes, 10+ Dwelling Units and each unit has a separate cooking facility/kitchen.
- (7) Time shares.
- (8) Mobile home parks including lots for mobile homes and recreational vehicles.

(Ord. No. 2003-092, § 17, 10-22-2003; Ord. No. 2006-001, § 10, 1-10-2006)

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### **Sec. 106-47. Responsibilities of the customers.**

All property owners of Improved Real Property are mandated to subscribe to Residential Waste Collection Service or Commercial Waste Collection Service, as appropriate, and shall be subject to assessments, Rates and Fees.

(a) *General Provisions.*

(1) All properties designated Class I shall be charged the same Annual Assessment rate within the Solid Waste Service District.

(2) All properties designated Class II shall be charged the same Annual Assessment rate within the Solid Waste Service District.

(3) Only properly prepared Residential Waste, Computers and Electronic Equipment, used oil, used oil filters, and tires including tires with rims generated from the Residential Real Property are included in the basic service. Improperly prepared Residential Waste, which includes but is not limited to mixing Solid Waste and Yard Trash, shall be tagged and rejected by the Franchisee as directed by Solid Waste Management. The tag shall clearly indicate the reason for the rejection, with information which will allow the Customer to correct the problem for future Collections.

(4) Only properly prepared Commercial Waste generated from the Commercial Real Property are included in the basic service. Improperly prepared Commercial Waste, which includes but is not limited to mixing Solid Waste, Yard Trash or Recyclable Materials shall be tagged and rejected by the Franchisee as directed by Solid Waste Management. The tag shall clearly indicate the reason for the rejection, with information which will allow the Customer to correct the problem for future Collections.

(5) Residential Customers may use container(s) as described below for Solid Waste, Program Recyclables and Yard Trash Collection. The resident shall not maintain or permit on the property a public nuisance injurious to the health as defined herein.

(6) The Executive Director may authorize Curbside Collection, including the use of Recycling Bins for the Collection of Program Recyclables, for Residential Customers Class II where efficiency and other circumstances require.

(7) The Executive Director may authorize the use of Class II Containers and Class II Recycling Containers by Class I Customers where efficiency and other circumstances require.

(8) Residential Customers and Commercial Customers should either contract for special pick up service or should deliver or cause to be delivered each type of Additional Recyclable Materials to its respective Recycling Facility, center, or receiving area, as appropriate.

(9) Land Clearing Debris may be burned when done consistent with County, State and Federal Regulations.

(10) Residential property on which Commercial Activity and residential activity is generating Solid Waste which exceeds an average of three Curbside Containers per week shall be required to subscribe to Commercial Collection Service. Solid Waste Management shall report such activity to Code Enforcement for compliance. Use of Commercial Collection Service shall not waive enforcement action by any other County department for violation of other County Ordinances.

(11) Class I Customers with a lawfully-operating home occupation, as defined by County Code, shall meet all zoning regulations and shall not generate quantities of Program Recyclables which exceed the capacity of either of the Recycling Bins.

(12) It shall be required of property owners or occupants not considered Residential Customers to dispose of their Commercial Waste by entering into an agreement with the Franchisee for Collection of all Commercial Waste. Property owners or occupants not considered Residential Customers may jointly enter into mutual agreements with the

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Franchisee for Collection of Solid Waste, Yard Trash, and Recycling Collection Service. Such Property owners or occupants may also jointly enter into mutual agreements with any authorized Hauler of Recyclable Materials.

(13) Commercial Customers shall pay the Board-approved Rates included in the Franchise Agreement, as adjusted, for the collection and disposal of Commercial Waste.

(14) Each Customer must pay his respective financial obligation for the service provided.

(15) Commercial Customers may use the most efficient container for their situation (Curbside Containers, 90-gallon containers, or Commercial Containers).

(16) When necessary to carry out the purpose and intent of this Agreement, the Executive Director may authorize the placement of Recycling Containers off the Premises. The use of public rights-of-way may be used only in circumstances where the placement of Recycling Containers shall not interfere with or obstruct the primary purpose of the right-of-way.

(17) Recycling Containers containing visible amounts of NonConforming Materials, Additional Recyclable Materials, and/or contaminated recyclables shall be rejected by the Franchisee or Private Hauler and tagged. The tag shall clearly indicate the reason for the rejection, with information which will allow the Customer to correct the problem for future Collections.

(18) If the Franchisee or Private Hauler tags and rejects the contents of any Collection Container, the Customer shall remove the materials as indicated and shall dispose of or recycle such material as required by this Ordinance. Franchisee shall notify the County within 24 hours of tagging the materials.

(19) Collection Containers shall be kept reasonably clean and Recycling Containers shall be properly labeled.

(20) Recycling Containers shall be used exclusively for the containment of Program Recyclables and shall not be used for any other purpose, including, but not limited to, gardening uses, storage of wood, tools or laundry baskets.

(21) If the Customer regularly generates Program Recyclables in an amount that cannot be contained in the Recycling Container, the Customer shall be required to make arrangements with the Franchisee or Private Hauler to obtain additional approved Recycling Container(s).

(22) Plastic bags shall not be utilized in lieu of or within Recycling Containers.

(23) Customers shall prepare Corrugated Cardboard for Recycling in a size not to exceed two feet by three feet, or Customers may call the Franchisee for a special Collection. Failure to comply with these requirements shall subject the User to the penalties provided for by this Ordinance. Franchisee shall provide Residential Customers with a one-time unprepared special Collection of Corrugated Cardboard for "move ins" at no charge.

(24) All Class II unit owners, or agents, shall post a notice provided by Solid Waste Management in each unit that is rented or leased for periods of three months or less. The notice shall include at a minimum all of the mandatory Recycling requirements for Program Recyclables.

(25) All new Class II structures shall contain a designated Recycling Container area which shall provide adequate space for storage of Recycling Containers and Collection by the Franchisee. Such area shall conform to the Sarasota County Land Development Regulations and shall meet the requirements described in Section 106-47(d)(5) below.

(26) Mobile home parks shall use either centralized Recycling Containers or Recycling Bins as authorized by the Executive Director, and shall be subject to all provisions governing Class II Customers.

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(27) All Commercial Waste shall be containerized, regardless of which container size or type of service the Commercial Customer receives.

(28) Commercial Customers, if in unincorporated Sarasota County, shall contract with a Private Hauler for Collection Services of Program Recyclables or shall deliver directly or cause to be delivered such Recyclable Materials to a Recycling Facility.

(29) If dispersed within unincorporated Sarasota County, Commercial Users Customers shall either contract for Collection Service or shall deliver or cause to be delivered directly all Recyclable C&D Debris to a C&D Debris Recycling Facility.

(30) Where several Commercial Customers are within close physical proximity of each other, such as in the same shopping center, or the same mall, such Customers may enter into a joint agreement to contract with the Franchisee to collect their Commercial Waste and/or Recyclable Materials or with a Private Hauler to collect only their Recyclable Materials.

(31) All new commercial structures shall designate an area for Recycling Containers which shall be screened on three sides in such a manner that Recycling Containers are not visible from the street on which they are situated or from adjacent residentially zoned properties. Such area must be designed to accommodate Hauler trucks. Such area must be designed so as to accommodate all of the Recycling Containers. Such area shall conform to the requirements put forth by Land Development Coordination, and shall meet the requirements described in Section 106-47(g)(5) below.

(32) All disputes between the Customer and Franchisee shall be resolved by the Executive Director. Any decision may be appealed to the County Administrator.

(33) Customers desiring Supplemental Collection Services, shall request such services directly from the Franchisee. The specific arrangements for Supplemental Collection Services are to be determined between the Customer and the Franchisee. Fees for said service shall be in accordance with the Franchise Agreement Fees approved by the Board, and shall be billed directly to the Customer by the Franchisee. No such services shall be provided until the Franchisee notifies the Customer of the amount of the Fee and receives the Customer's confirmation that the Fee is acceptable.

(34) The Franchisee is not required to furnish Collection Services on Christmas, New Year's Day, July 4th, Thanksgiving, and any other holiday as approved by the Executive Director. The Franchisee is required to notify all Customers whose normal Collection day falls upon such day that no Collection Service will be provided and the date of the alternate Collection day in accordance with the Solid Waste Managements directive.

(b) *Residential Customers utilizing Curbside Container Collection.*

(1) Curbside Customers shall provide and utilize Curbside Containers which do not exceed 40 pounds in weight when filled with Solid Waste or Yard Trash. Residential Solid Waste may also be placed in plastic bags; and in order of preference, residential Yard Trash should be placed in a rigid container, and may also be bundled and tied as described herein, or placed in plastic bags. The use of plastic bags for Yard Trash is discouraged. Solid Waste and Yard Trash shall not be placed in the same Curbside Container.

(2) Franchisee will not be responsible for Unintentional Damage to or loss of Curbside Containers which exceed 40 pounds in weight when filled with Solid Waste or Yard Trash. If the Franchisee does not collect such containers due to excessive weight, the Franchisee shall tag the Curbside Containers, and shall notify the County within 24 hours of tagging said container. The tag shall clearly indicate the reason for the rejection, with information which will allow the Customer to correct the problem for future Collections.

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- (3) Curbside Containers shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures which will prevent the free discharge of its contents.
- (4) Plastic, or other impervious bags, sufficient in strength for handling by the Franchisee may be utilized for Solid Waste so long as they are closed and unbroken at the time of Collection. The use of plastic bags for Yard Trash is discouraged.
- (5) Recycling Bins and cardboard boxes shall not be used as containers for Solid Waste or Yard Trash.
- (6) The Customer shall place Solid Waste in one or more Curbside Containers. Yard Trash shall be placed in one or more Curbside Container(s). Yard Trash shall be placed in separate Curbside Containers from Solid Waste. Yard Trash placed in Curbside Containers shall not exceed four feet in height, and shall be no more than 12 inches over the top of the Curbside Container. Solid Waste or Yard Trash shall not be placed in Recycling Bins or carts.
- (7) Solid Waste or Yard Trash not placed in Curbside Containers shall be placed by the Customer at the permitted Collection point and shall include only items in size not exceeding four feet in length and 16 inches in diameter and 40 pounds in weight, and when applicable shall be securely tied by a material strong enough to support the weight of the bundle.
- (8) Customers shall notify the Franchisee of the need for Bulk Waste Collection Service 48 hours prior to the scheduled Solid Waste Collection day.
- (9) Customers shall notify the Franchisee of the need for White Goods Collection Service 48 hours prior to the scheduled Solid Waste Collection day. Doors to refrigerators or freezers shall be removed prior to being set out for Collection.
- (10) Customers shall notify the Franchisee of the need for Computers and Electronic Equipment Collection Service 48 hours prior to the scheduled Solid Waste Collection day.
- (11) Customers may set out up to five gallons of used oil placed in clear plastic containers with screw-on lids, and up to five oil filters placed in clear zip-lock plastic bags for Collection on each scheduled Solid Waste Collection day.
- (12) Customers may set out up to four automotive tires, on or off the rim, of up to 25 inches in diameter, for Collection on each scheduled Solid Waste Collection day.
- (13) Class I Customers utilizing Curbside Containers and Recycling Bins shall place Curbside Containers, Recycling Bins and uncontainerized Residential Waste (e.g., Bulk Waste, White Goods, etc.) at a point within the parkway abutting such residence no farther than three feet from the nearest public or private way, or in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway. Class II Customers utilizing such service shall place Curbside Containers, Recycling Bins and uncontainerized Residential Waste at the permitted Collection point.
- (14) Curbside Containers, Recycling Bins and un-containerized Residential Waste shall be placed at the curb by 6:00 a.m. of the designated Collection day to ensure Collection.
- (15) Curbside Containers, Recycling Bins and un-containerized Residential Waste shall not be placed at the curb earlier than 5:00 p.m. of the day prior to the designated Collection day. All emptied containers shall be returned to proper storage on the Premises no later than 10:00 a.m. on the day following the designated Collection day. Curbside Containers and Recycling Bins shall be stored between Collection days in side or rear yard and not Front Yard. Public easements and rights-of-way are not to be used as a storage location for Curbside Containers or Recycling Bins. Curbside Containers and Recycling Bins shall be stored within the perimeter of privately owned property.
- (16) Curbside Customers shall place only Paper Program Recyclables into a Recycling Bin that is designated for paper, and only Container Program Recyclables in a Recycling

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Bin that is designated for such. The contents of one Recycling Bin shall not be mixed with the contents of the other Recycling Bin. Corrugated Cardboard shall be flattened and placed neatly beside, in, or between the two Recycling Bins. Curbside Customers are encouraged to not set at Curbside the paper Recycling Bin on rainy days. They are also encouraged to place the bottles and plastics Recycling Bin on top of the paper Recycling Bin to prevent the paper from getting saturated.

(c) *Residential Customers utilizing 90-gallon container Collection.*

(1) Customers using 90-gallon containers for the Collection of Solid Waste and Yard Trash shall utilize such containers provided by the Franchisee.

(2) Ninety-gallon containers shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures which will prevent the free discharge of its contents.

(3) Plastic, or other impervious bags, sufficient in strength for handling by the Franchisee may be utilized for Solid Waste and Yard Trash so long as they are closed and unbroken at the time of Collection. The County discourages the use of plastic bags for Yard Trash.

(4) The Customer shall place Solid Waste and Yard Trash in one or more 90-gallon container(s). Yard Trash shall be placed in separate 90-gallon containers from Solid Waste. Yard Trash placed in 90-gallon containers shall be of a length that allows the lid to the 90-gallon container to remain closed.

(5) Solid Waste and Yard Trash not placed in containers shall be placed by the Customer at the permitted Collection point and shall include only items in size not exceeding four feet in length and 16 inches in diameter and 40 pounds in weight, and shall be securely tied by a material strong enough to support the weight of the bundle.

(6) Residential Customers shall place only Paper Program Recyclables into one Recycling Container that is designated for paper, and only Container Program Recyclables in the other Recycling Container that is designated for such. The contents of one Recycling Container shall not be mixed with the contents of the other Recycling Container.

(7) Customers shall notify the Franchisee of the need for Bulk Waste Collection Service 48 hours prior to the scheduled Solid Waste Collection day.

(8) Customers shall notify the Franchisee of the need for White Goods Collection Service 48 hours prior to the scheduled Solid Waste Collection day. Doors to refrigerators or freezers shall be removed prior to being set out for Collection.

(9) Customers shall notify the Franchisee of the need for Computers and Electronic Equipment Collection Service 48 hours prior to the scheduled Solid Waste Collection day.

(10) Customers may set out up to five gallons of used oil placed in clear plastic containers with screw-on lids, and up to five oil filters placed in clear zip-lock plastic bags for Collection on each scheduled Solid Waste Collection day.

(11) Customers may set out up to four automotive tires on or off the rim of up to 25 inches in diameter for Collection on each scheduled Solid Waste Collection day.

(12) Class I Customers utilizing 90-gallon containers shall place the 90-gallon containers, Recycling Bins and un-containerized Residential Waste at a point no farther than three feet from the nearest public or private way, or in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway, or as may be agreed between Franchisee and Customer. Class II Customers utilizing such service shall place 90-gallon containers, Recycling Bins and un-containerized Residential Waste at the permitted Collection point.

(13) Ninety-gallon containers, Recycling Bins and un-containerized Residential Waste shall not be placed at the curb earlier than 5:00 p.m. of the day prior to the designated

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Collection day. All emptied containers shall be returned to proper storage on the Premises no later than 10:00 a.m. on the day following the designated Collection day. Ninety-gallon containers and Recycling Bins shall be stored between Collection days in side or rear yard and not the Front Yard. Public easements and rights-of-way are not to be used as a storage location for containers. Ninety-gallon containers and Recycling Bins shall be stored within the perimeter of privately owned property.

(14) Recycling Bins and cardboard boxes shall not be used as containers for Solid Waste or Yard Trash.

(d) *Residential Customers utilizing containerized (dumpster) Collection.*

(1) Residential Customers eligible and using Class II Containers or Class II Recycling Containers may arrange for their own container or one from the Franchisee. Use of a container furnished by someone other than the Franchisee will not act to reduce the Special Assessment. If the customer elects to use their own container(s), the container(s) must be compatible with the Franchisee collection equipment.

(2) Class II Container size and frequency of service must be sufficient to store and dispose of all waste generated within one week. Class II Recycling Container size and frequency of service must be sufficient to store all Program Recyclables generated within one week.

(3) Class II Containers and Class II Recycling Containers or enclosed container areas shall be placed such that they are readily accessible to the Franchisee's vehicle or an extra charge may be imposed by the Franchisee, with the approval of the Board.

(4) Class II Containers and Class II Recycling Containers shall be placed on a paved level surface, preferably a concrete pad six inches thick, and all approaches to container shall be capable of supporting weight of Collection vehicle.

(5) Enclosures for Class II Containers and Class II Recycling Containers are required, unless there is a permanent storage area for such containers inside a walled and roofed building. Enclosures shall have the minimum internal dimensions of 12 feet by 12 feet square, and shall be equipped with gates. The clear opening dimension shall be 12 feet minimum, and gates must be equipped with an adequate means or device to hold them open. Enclosures with gates must have gate signs which read: NO PARKING. This sign shall not exceed two square feet in total area. Letters must be not less than three inches high and three-quarters inch wide. The sign must be in a contrasting color to the color of the enclosure.

(6) Class II Container and Class II Recycling Container location and approach shall be free of overhead wires, fuel tanks, fuel fill ports, or septic systems, and low hanging branches and tree limbs. Locations shall be designated which maximize economy without sacrificing public health matters and convenience to the Customer. Locations shall be within the perimeter of privately owned property. Public easements and rights-of-way are not to be used as container location without prior written approval from the Executive Director.

(7) If the Class II Container or Class II Recycling Container is inaccessible or blocked, service will be provided on the customer's next regular pick up day unless a special pick up is arranged. Special pick up times can be arranged with the Franchisee at an additional Fee.

(8) Class II Containers and Class II Recycling Containers shall have lettering not less than one and one-half inches high indicating the identification of the owner of the container.

(9) With the exception of aluminum, stainless steel, or other similar materials that do not readily accept painting, Class II Containers and Class II Recycling Containers owned by the Customer must be kept painted at all times so that they do not become a detriment to the community.

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(10) Each Customer is responsible for general clean up of debris around and in the vicinity of his Class II Containers and Class II Recycling Containers, and shall keep the container closed, the container clean, and the container accessible to Franchisee's vehicles.

(11) Class II Container and Class II Recycling Container lids shall remain closed. Containers shall not be overfilled such that lids cannot be securely closed. In the event containers are overfilled and cannot be safely dumped, Customer will be notified by the Franchisee and service shall be rescheduled. The Franchisee shall also notify the County to this effect. Special pickups can be arranged with the Franchisee at an additional charge.

(12) Class II Customers shall notify the Franchisee of the need for Bulk Waste Collection Service 48 hours prior to the scheduled Solid Waste Collection day.

(13) Class II Customers shall notify the Franchisee of the need for White Goods Collection Service 48 hours prior to the scheduled Solid Waste Collection day. Doors to refrigerators or freezers shall be removed prior to being set out for Collection.

(14) Class II Customer shall notify the Franchisee of the need for Computers and Electronic Equipment Collection Service 48 hours prior to the scheduled Solid Waste Collection day.

(15) Class II Customers may set out up to five gallons of used oil placed in clear plastic containers with screw-on lids, and up to five oil filters placed in clear zip-lock plastic bags for Collection on each scheduled Solid Waste Collection day.

(16) Class II Customers may set out up to four automotive tires on or off the rim of up to 25 inches in diameter for Collection on each scheduled Solid Waste Collection day.

(17) The Customer shall place all uncontainerized Residential Waste at the Collection point agreed to by the Franchisee and Customer on the Collection day.

(e) *Residential Disaster Debris.*

(1) Residential Customers located on Private Roads or within Gated Communities may receive Disaster Debris collection and disposal services provided that: (a) the area has been designated as a Disaster Area by resolution of the Board; (b) the legal owner(s) or the designated legal representative(s) of the Private Road or Gated Community have executed the County-issued Right-of-Entry/Hold Harmless form and that form remains in full force and effect or FEMA has waived the necessity for such a form. Unless waived, the refusal or inability to sign the Right-of-Entry/Hold Harmless form will result in the non-collection of Disaster Debris and the responsibility for collection of Disaster Debris and all costs incurred for the collection and disposal of the Disaster Debris shall be the responsibility of the property owners residing on the Private Road or within the Gated Community; and (c) the Board or designee has determined that Disaster Debris present within the County, including Disaster Debris on Private Roads and within Gated Communities, is so widespread that it is in the public interest to remove the debris to protect the public health, safety and welfare, to reduce the threat of additional damage to improved property, and/or to promote economic recovery of the community at large.

(2) Property owners shall separate all Disaster Debris that is placed at the right-of-way into the following categories for collection:

- a. Putrescible garbage.
- b. Vegetative, woody debris, including, but not limited to, logs, branches, limbs and leaves.
- c. Mixed debris, i.e., mixture of household items and other debris not listed.
- d. Construction and demolition debris, including, but not limited to, lumber, metal, drywall, concrete block, brick and stucco.
- e. White Goods.
- f. Household Hazardous Waste.

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(3) All Disaster Debris shall be neatly stacked, piled or placed within three feet of the right-of-way.

(4) Disaster Debris shall be placed so that it does not block the roadway, traffic signs and signals or stormwater structures.

(5) Disaster Debris shall be placed so that it is not under power lines or by power poles, on top of water meters or fire hydrants, next to vehicles, mailboxes or fences. Damage resulting to personal property due to the incorrect placement of Disaster Debris at the right-of-way shall be the responsibility of the property owner.

(6) Residents that place Ineligible Debris in the right-of-way for collection shall remove said debris from the right-of-way within 24 hours of notification by the County and shall be responsible for all costs associated with the collection and disposal of the Ineligible Debris, unless it is prepared for pickup as specified in Subsection 106-47(a), (b), (c) or (d) herein. For purposes of this subsection, "Ineligible Debris" shall mean debris that is not the direct result of a declared Disaster, is not within a designated Disaster Area and/or is not the responsibility of the County to collect.

(f) *Commercial Customers utilizing Curbside Container Collection.*

(1) It shall be the responsibility of the owner(s) and/or occupants of commercial and industrial establishments, not utilizing 90-gallon containers or Commercial Containers for Collection Service, to provide approved Curbside Container(s) adequate to contain all Solid Waste and Yard Trash generated from the Commercial Customers. The owner shall not maintain or permit on the property a public nuisance injurious to the health as defined herein.

(2) Curbside Containers shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures which will prevent the free discharge of its contents.

(3) Plastic, or other impervious bags, sufficient in strength for handling by the Franchisee may be utilized for Solid Waste, so long as they are closed and unbroken at the time of Collection. Yard Trash may be placed in rigid containers, or bundles in size not exceeding four feet in length and 16 inches in diameter and 40 pounds in weight, and shall be securely tied by a material strong enough to support the weight of the bundle, or may be placed in plastic bags. The use of plastic bags for Yard Trash is discouraged by the County.

(4) Each individual Curbside Container filled with Solid Waste or Yard Trash shall not exceed 40 pounds in weight.

(5) The Customer shall place Solid Waste and Yard Trash in one or more Curbside Container(s). Yard Trash shall be placed in separate Curbside Containers from Solid Waste. Yard Trash placed in Curbside Containers shall not exceed four feet in height and shall be no more than 12 inches over the top of the Curbside Containers.

(6) Curbside Containers shall be placed at a point no farther than three feet from the nearest public or private way, or in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway, or as may be agreed between Franchisee and Customer.

(7) Curbside Containers shall not be placed at the curb earlier than 5:00 p.m. of the day prior to the designated Collection day. All emptied containers shall be returned to proper storage on the Premises no later than 10:00 a.m. on the day following the designated Collection day. Curbside Containers shall be stored between Collection days in side or rear yard and not the Front Yard. Public easements and rights-of-way are not to be used as a storage location for containers. Curbside Containers shall be stored within the perimeter of privately owned property.

(8) Franchisee will not be responsible for Unintentional Damage to or loss of Curbside Containers which exceed 40 pounds in weight when filled with Solid Waste or Yard

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Trash. If the Franchisee does not collect such containers due to excessive weight, the Franchisee shall tag the Curbside Containers, and shall notify the County within 24 hours of tagging said container. The tag shall clearly indicate the reason for the rejection, with information which will allow the Customer to correct the problem for future Collections.

(9) Recycling Bins and cardboard boxes shall not be used as containers for Solid Waste or Yard Trash.

(g) *Commercial Customers utilizing 90-gallon container Collection.*

(1) Customers using 90-gallon containers shall utilize such containers provided by the Franchisee.

(2) Ninety-gallon containers shall be constructed so as to prevent intrusion of water and the expulsion of its contents, with covers free from sharp edges or inside structures which will prevent the free discharge of its contents.

(3) Plastic, or other impervious bags, sufficient in strength for handling by the Franchisee may be utilized for Solid Waste and Yard Trash so long as they are closed and unbroken at the time of Collection.

(4) The Customer shall place Solid Waste and Yard Trash in one or more 90-gallon container(s). Yard Trash shall be placed in separate 90-gallon containers from Solid Waste. Yard Trash placed in 90-gallon containers shall be of a length that allows the lid to the 90-gallon container to remain closed.

(5) Ninety-gallon containers shall not be placed out for Collection earlier than 5:00 p.m. of the day prior to the designated Collection day. All emptied containers shall be returned to proper storage on the Premises no later than 10:00 a.m. on the day following the designated Collection day. Ninety-gallon containers shall be stored between Collection days in side or rear yard and not the Front Yard. Public easements and rights-of-way are not to be used as a storage location for containers. Ninety-gallon containers shall be stored within the perimeter of privately owned property.

(6) Recycling Bins and cardboard boxes shall not be used as containers for Solid Waste or Yard Trash.

(h) *Commercial Customers utilizing Commercial Container Collection.*

(1) Customers using Commercial Containers may arrange for their own container that will fit the Franchisee's equipment or one from the Franchisee.

(2) Commercial Container size and frequency of service must be sufficient to store and dispose of all waste generated within one week.

(3) Commercial Containers and Commercial Recycling Containers or enclosed container areas shall be placed such that they are readily accessible to the Collection vehicle or an extra charge may be imposed with the approval of the Board.

(4) Commercial Containers and Commercial Recycling Containers shall be placed on a paved level surface; preferably a concrete pad six inches thick and all approaches to container shall be capable of supporting weight of Collection vehicle.

(5) Enclosures for Commercial Containers and Commercial Recycling Containers are required, unless there is a permanent storage area for such containers inside a walled and roofed building. Enclosures shall have the minimum internal dimensions of the enclosure shall be 12 feet by 12 feet square, and shall be equipped with gates, the clear opening dimension shall be 12 feet minimum, and gates must be equipped with an adequate means or device to hold them open. Enclosures with gates must have gate signs which read: NO PARKING. This sign shall not exceed two square feet in total area. Letters must be not less than three inches high and three-quarters inch wide. The sign must be in a contrasting color to the color of the enclosure.

(6) Commercial Container and Commercial Recycling Container location and approach shall be free of overhead wires, fuel tanks, fuel fill ports, or septic systems, low hanging

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branches or tree limbs. Locations shall be designated which maximize economy without sacrificing public health matters and convenience to the Customer. Locations shall be within the perimeter of privately owned property. Public easements and rights-of-way are not to be used as container location without prior written approval from the Executive Director.

(7) If the Commercial Container is inaccessible or blocked, service will be provided on the customer's next regular pick up day unless a special pick up is arranged. Special pick up times can be arranged with the Franchisee at an additional Fee.

(8) Commercial Container and Commercial Recycling Container lids shall remain closed. Said containers shall not be overfilled such that lids cannot be securely closed. In the event said containers are overfilled and cannot be safely dumped, Customer will be notified by the Franchisee and service shall be rescheduled. The Franchisee shall also notify the County to this effect. Special pickups for Commercial Containers can be arranged with the Franchisee at an additional charge.

(9) Commercial Containers and Commercial Recycling Containers shall have lettering not less than one and one-half inches high indicating the identification of the owner of the container.

(10) Commercial Customers desiring Supplemental Collection Service, such as special Collections of Bulk Waste shall arrange such Collection with the Franchisee for an additional fee, as described in Section 106-47(a)(33).

(11) Each Customer is responsible for general clean up of debris around and in the vicinity of their Commercial Container and Commercial Recycling Container, and shall keep the container closed, the container clean, and the container accessible to Collection vehicles.

(Ord. No. 2003-092, § 18, 10-22-2003; Ord. No. 2006-001, § 11, 1-10-2006; Ord. No. 2007-084, § 11, 10-2-2007)

### **Sec. 106-48. Responsibilities of the County.**

(a) The County shall provide resources, including personnel, equipment and facilities, to permit the County to fulfill its responsibilities for implementation of this Ordinance in accordance with existing County procedures. Organization, job descriptions and salary management for such County Personnel shall become an integral part of the County structure.

(b) The Franchisee shall permit the Executive Director to inspect the operations and equipment of the Franchisee at any reasonable time.

(c) The Executive Director shall evaluate the amount, quality, and character of the work performed by the respective Franchisee and shall make such explanations as are necessary to complete, explain, or clarify procedures and standards.

(d) The Executive Director shall decide all questions concerning quality and acceptability of work performed, manner of performance, rate of progress and interpretations and fulfillment of Solid Waste Management procedures and standards.

(e) The Executive Director shall investigate and resolve all disputes between a Customer and the Franchisee; including but not limited to, disputes over Rates or Fees for any and all services and disputes over location and condition of Collection points.

(f) The Executive Director shall develop a process for payment to the Franchisee which is consistent with existing procedures and standards. Such distribution shall be on a monthly basis, for services performed during the previous month, in an amount of 1/12 of the approved annual payment per Customer. Payment shall be paid to the Franchisee within the first 15 working days of the following month.

(g) The Solid Waste Management shall maintain a list of newly issued Certificates of Occupancy and shall notify the Franchisee of the location of new units receiving a

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Certificate of Occupancy so that service can be initiated promptly. All Annual Assessments levied and collected herein shall be distributed to the Governing Body of the Solid Waste Service District who shall thereupon distribute to the Franchisee, on a monthly basis, for services performed during the previous month, an amount equal to 1/12 of the approved annual payment per Customer, plus adjustments for Customers added subsequent to the establishment of the approved annual payment per Customer and corrections for errors or omission in the tax roll.

(h) All Residential Waste shall be disposed of or processed at locations and in a manner as directed by the Board.

(i) The Clerk to the Board shall maintain all official records of the County and shall provide support to the Solid Waste Management regarding official records for the implementation of this Ordinance.

(j) The Executive Director is authorized to develop and maintain the Solid Waste Management procedures and standards, provided however, that the provisions of the Solid Waste Management procedures and standards do not violate local, state or federal laws.

(k) The Executive Director shall evaluate, clarify, and designate operational procedures, including but not limited to, classification, assessment, and Customer service, and shall make such explanations as are necessary to complete, explain, or clarify procedures and standards.

(l) The Director is authorized to start the administrative procedures to recommend the revocation of a Franchise if the Franchisee shall violate any of the conditions listed in the termination language of the Franchise Agreement, and shall not correct or remedy same within the time period specified in the termination language of the Franchise Agreement.

(m) Revocation proceedings recommended by the Executive Director may be commenced by the Board, in its legislative capacity, at any regular meeting, by the adoption of a resolution, specifying the grounds to be considered by the Board for revocation, and the date, time and place of a public hearing to be held thereon, which resolution shall be served upon the Franchisee not less than 20 calendar days prior to a public hearing thereon. The Board may, for good cause, enlarge the time.

(n) In all cases where the Board initiates any public hearing to enforce any provisions of a Franchise, and the Board finds at such public hearing that the provisions of a Franchise have been violated, the Franchisee shall pay all of the County's costs. Costs shall include, but are not limited to, the cost of any accountant and attorney's services (whether in house or external) necessary to determine compliance. All such costs shall be documented and billed to the Franchisee, and payment thereof shall be paid within 30 calendar days after billing.

(o) Public hearings under this Ordinance, except revocation proceedings, may be conducted by the Board, under the procedure for public hearings established in this Ordinance and upon conclusion thereof the Board shall enter such orders as may be appropriate.

(p) Appeals from any Board resolution entered pursuant to this Ordinance shall be by certiorari to the Circuit Court in accordance with Florida Rules of Appellate Procedure.

(q) If a Franchisee fails or refuses Collection of Residential Waste or Commercial Waste within the Solid Waste Service District, or if its Franchise is revoked, or if the Board or any other governmental agency acquires the assets of the Franchisee through condemnation proceedings, or purchases the assets of the Franchisee, the Board may apply to the Circuit Court for a receiver to perform the Franchise's operations. The Board may perform the Franchise's operations by itself; or the Board may cause the Franchise's operations to be performed in any lawful manner as the public interest may require.

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(r) The Board shall have the power to investigate the quality of service of the Franchisee, Franchisee's compliance with Sarasota County Ordinances, Collection routes, scheduling, plant or equipment, and all matters affecting the public welfare, and may hold hearings, and enter such orders as shall be necessary in the public interest. (Ord. No. 2003-092, § 19, 10-22-2003; Ord. No. 2006-001, § 12, 1-10-2006; Ord. No. 2007-084, § 12, 10-2-2007)

### **Sec. 106-49. Rate regulation and adjustments.**

(a) Rates and Fees for the Collection of Residential Waste and Commercial Waste as regulated by this Ordinance shall be established in accordance with the Rate provisions of the Franchise Agreement that has been approved by the Board.

(b) Proceedings to change Rates and Fees shall be conducted as described in the Franchise Agreement, including Annual Consumer Price Index (CPI) Adjustments, Pass-Through Adjustments, and Extraordinary Rate Adjustments.

(Ord. No. 2003-092, § 20, 10-22-2003)

### **Sec. 106-50. Complaints.**

(a) The Solid Waste Management shall notify the Franchisee of complaints communicated to the County. Franchisee shall take whatever steps may be necessary to remedy the cause of the complaint and notify the Solid Waste Management of its disposition within 24 hours of receipt of the complaint. The Franchisee shall notify the County of the nature of all complaints by a Customer and their disposition on a daily or weekly basis, as requested by the County.

(b) Franchisee shall provide the Solid Waste Management with a full explanation of the disposition of any complaint involving a Residential Customer's claim of damage to private property as a result of actions of the Franchisee. Franchisee shall promptly repair any such legitimate damage claim at its sole expense and within a three-day period of time as approved by the Executive Director. Upon the request of the Franchisee, the Executive Director may grant a time extension. Proof of the need for an extension shall be submitted by the Franchisee.

(c) Executive Director shall investigate all unresolved disputes between a Customer and the Franchisee, including, but not limited to, for any and all services and disputes over location and condition of Collection points. Executive Director shall make a final determination.

(d) Franchisee shall maintain a database of all complaints received directly by the Franchisee and provide a report to the County on a daily or weekly basis as directed by the County. The Franchisee's database shall be compatible with County software. The daily or weekly report shall include the number of service calls, type of service call, address, and resolution of the complaint.

(e) The Executive Director shall notify the Franchisee or the Customer, as appropriate, in writing of deficiencies or default in performance or a dispute regarding implementation of this Ordinance, or provisions of the Franchise Agreement, as follows:

(1) Franchisee or Customer has seven days, unless otherwise specified herein or if additional time has been granted by the Executive Director, to correct any deficiency or default or to request, in writing, a hearing before the Board.

(2) The Board shall hear and act upon request within 20 days of receipt of request and shall notify the Franchisee or the Customer of said action. In its discretion, the Board may confirm, in whole or in part, the Executive Director's findings; relieve the Franchisee or the Customer of responsibility for the deficiencies or default; or take whatever other action it deems necessary.

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(Ord. No. 2003-092, § 21, 10-22-2003)

### **Sec. 106-51. Ownership of program recyclables.**

From the time of placement of Residential Customer Program Recyclables at the Curbside or other authorized centralized location specified for Collection, such Program Recyclables shall become, and be the sole property of Sarasota County or its authorized agent.

(Ord. No. 2003-092, § 22, 10-22-2003)

### **Sec. 106-52. Unauthorized removal of program recyclables.**

No person may collect or cause to be collected any Program Recyclables from the Curbside or from any other authorized central location without having obtained prior approval from the Solid Waste Management. Unauthorized removal of Program Recyclables may be treated as a misdemeanor and is punishable as provided by general law.

(Ord. No. 2003-092, § 23, 10-22-2003)

### **Sec. 106-53. Amendments, additions or deletions to the list of recyclable materials.**

(a) *State Requirements.* Materials which are required to be separated and offered for Recycling to meet the minimum Recycling program requirements of F.S. § 403.706, as may be amended, shall not be deleted from the definition and list of Recyclable Materials.

(b) *Deletions.* If Processing, shipping and incremental costs associated with Collection of a Recyclable Material exceed the sum of the price a Broker or End-User will pay for the Recyclable Material and the Landfill Disposal Cost, the Board may continue to include that material in the definition and list of Recyclable Materials for environmental or other reasons or delete that material by ordinance from the definition and list of Recyclable Materials after a waiting period of 18 months.

(c) *Public Hearing Requirements.* In considering amendments to the definition and list of Recyclable Materials, the Board shall consider evidence and sworn testimony from any person, including municipalities.

(d) *Implementation Schedules.* If a material is added or deleted from the list of Recyclable Materials, the Board shall designate an implementation schedule including effective dates for separation, Collection, Processing and, if necessary, Rate revision.

(Ord. No. 2003-092, § 24, 10-22-2003)

### **Sec. 106-54. Unlawful disposal of solid waste.**

(a) It shall be unlawful for any Person to discharge, throw, place, deposit or allow to remain in or upon any private or public Premises, road, rights of way, street, alley, canal, ditch, stream, lake, pond, bay or other waters, or any other public or private property, and Solid Waste or Recyclable Materials, except in and upon approved Solid Waste Disposal Sites, Recycling Facilities, or as otherwise authorized by this Ordinance.

(b) It shall be unlawful for any Person not holding a valid Franchise or otherwise authorized by the Board of County Commissioners to engage in the performance of the following:

(1) Collection of Solid Waste from any source.

(2) Collection, hauling or transporting Residential Waste or Commercial Waste from or within the boundaries of the Solid Waste Service District, as provided for herein, by any Person other than a Franchisee or Authorized Collector for the Solid Waste Service

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District, except that Persons other than a Franchisee or Authorized Collectors may collect and haul within the Solid Waste Service District the following: Land Clearing Debris; Construction and Demolition Debris, including debris generated by remodeling or demolition of building; trash and debris associated with farming operations involving five acres or more of land; Hazardous, Biological, Radiological and Biomedical Waste; wrecked, scrapped, ruined or dismantled motor vehicles, boats, or motor vehicle parts; Additional Recyclable Materials; Commercial Customer Program Recyclables.

(3) Whether within or without the Solid Waste Service District, to dispose of or discard Solid Waste or Recyclable Materials at a place other than a Disposal Site or Recycling Facility established by law, or authorized by the Board. The temporary storage of such materials on the Premises where generated, pending disposition as authorized by law or ordinance, shall not be deemed a violation of this section. The accumulation of, or disposal and/or Processing of Solid Waste or Recyclable Materials in any place in the unincorporated areas of the County other than a site authorized by the Board for disposal or Processing of such materials shall be deemed a serious threat to the public health, safety and welfare.

(c) It shall be unlawful for any Person to place any Hazardous, Biological, Bio-Medical, or Radiological Waste in a Curbside Container, 90-gallon container, Class II Container, Commercial Container or other container, which is utilized for the purpose of Collection by a Franchisee or Authorized Collectors.

(d) It shall be unlawful for any Person, including a Franchisee or Authorized Collectors, to haul or transport in the unincorporated areas of the County, any Waste Stream material, in and upon public roads in the County, unless the same shall be transported in a covered or enclosed vehicle or other device to prevent such waste from falling from, or blowing off, or in any way escaping from the vehicle or device.

(e) All provisions of the Florida Litter Law, F.S. § 403.413, as amended from time to time, shall be enforced by the Code Enforcement officials of the Sarasota County Government.

(Ord. No. 2003-092, § 25, 10-22-2003; Ord. No. 2006-001, § 13, 1-10-2006)

### **Sec. 106-55. Certain unlawful acts of disposal of recyclable materials.**

Notwithstanding any other provision of law to the contrary, it shall be unlawful and a violation of this Ordinance for any Person to knowingly combine Recyclable Materials with Nonconforming Material in any combination or amount other than that approved by the County or to dispose of Recyclable Materials in any manner.

(Ord. No. 2003-092, § 26, 10-22-2003)

### **Sec. 106-56. Prohibition of incineration of recyclable materials.**

(a) Recyclable Materials shall not be burned or incinerated in Sarasota County, except that Clean Wood Waste and Yard Trash may be used as an additive to create energy and burned or incinerated in a power-generating plant, as specified in F.S. § 403.706(4)(b)2, as amended from time to time, which has been permitted by the Florida Department of Environmental Protection and which meets all federal, State and local laws, rules and regulations.

(b) Land Clearing Debris, including branches and trees, may be burned or incinerated in accordance with State and local permits. However, Land Clearing Debris from a parcel of land containing two or less contiguous acres under unified ownership shall be recycled.

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(c) Prescribed Burning or agricultural or silvicultural fires for the growing, raising, or harvesting of cleared or in-place crops or timber may be permitted in accordance with State and local permitting requirements.

(Ord. No. 2003-092, § 27, 10-22-2003; Ord. No. 2007-084, § 13, 10-2-2007)

### **Sec. 106-57. Termination of franchise.**

(a) Upon termination of a Franchise Agreement for any reason, including expiration of the Franchise Agreement term, the Board may, at its discretion:

(1) Renew the Franchise Agreement upon amended or existing terms with the current Franchisee; or

(2) Grant a Franchise Agreement to a Person other than the Franchisee currently providing Collection Services in the Solid Waste Service District; or

(3) Solicit proposals through a County approved procurement process for the Collection Services within the Solid Waste Service District.

(b) No later than 18 months prior to the expiration of a Franchise Agreement, the Board shall determine whether to renew the Franchise Agreement or to solicit for Collection Services within the Solid Waste Service District.

(c) If the Board determines to solicit for Collection Services, staff shall issue procurement documents no later than 12 months prior to the expiration of the Franchise Agreement.

(d) In the case of termination of a Franchise Agreement for cause, the Board may take whatever action it deems appropriate to ensure the continued performance of Collection Services in the Solid Waste Service District.

(Ord. No. 2003-092, § 27, 10-22-2003; Ord. No. 2006-001, § 14, 1-10-2006)

### **Sec. 106-58. Miscellaneous provisions.**

(a) The Executive Director or designee shall administer this Ordinance and, in behalf of the Governing Body of the Solid Waste Service District, shall be the ex-officio chief executive officer of the Solid Waste Service District. He shall keep records of all expenses incurred on behalf of the Solid Waste Service District and charge all such expenses to the Solid Waste Service District.

(b) The Board reserves the right to regulate, collect and dispose or process Residential Waste and Commercial Waste in all or any part of the unincorporated areas of the County, whether within the Solid Waste Service District or not, and to adopt rules, regulations and Rates therefore.

(c) The owner and/or occupant of any Premises located in the unincorporated area of the County, except authorized Disposal Sites, shall maintain the Premises free from all Solid Waste not properly stored as required by this Ordinance, or rules promulgated hereunder whether generated or accumulated from on or off the Premises.

(d) The owner and/or occupant of any Premises located in the unincorporated area of the County, except properly permitted and authorized Recycling Facilities, shall maintain the Premises free from an accumulation of Recyclable Materials not properly stored as required by this Ordinance, or rules promulgated hereunder whether generated or accumulated from on or off the Premises.

(e) Notwithstanding any provisions of this Ordinance to the contrary, it shall not be deemed a violation of this Ordinance for any Person engaged in the business of lawn care and maintenance, as defined herein, to collect and transport the Yard Trash generated by such business at his cost provided the hauling of the said Yard Trash is performed in accordance with this Ordinance, and other applicable ordinances or laws.

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(f) Hazardous, Radiological, Biological and Biomedical Waste shall be handled, stored, transported, and disposed of in the manner prescribed by law. Any Person in possession of such waste may contact Solid Waste Management for information relating to the handling, storage, transporting and disposal thereof.

(g) The Board may authorize the disposal and processing of Solid Waste using any method not prohibited by law, including, but not limited to, Landfills, resource recovery, or otherwise. It shall be unlawful for any Person to build, or operate a Solid Waste Disposal Site or other system in the unincorporated area of Sarasota County without first having applied for and received authority from the Board.

(h) The Board is authorized to adopt by resolution, after a public hearing, fees and charges for the use of County Solid Waste Disposal Site(s), including charges for the entry of vehicles into said Solid Waste Disposal Site(s), which Fees and charges shall be paid by all Persons prior to the use of said facilities. Fees and charges may include funds required for the operations and expansion of facilities. The adoption of resolutions for Annual Assessments shall take place prior to or at the time of the adoption of Fees and charges for the use of the County Solid Waste Disposal(s).

(i) No Franchise issued heretofore, or hereafter, for Collection Services shall be, or represent any monetary value, insofar as the County is concerned, and the issuance hereof shall not constitute a bar to the acquisition by the County by lawful means.

(j) In the event more than one Franchise is authorized to perform Collection Services with the Solid Waste Service District, it shall be unlawful for any Franchisee to engage in Collection Services from any other Franchisee's designated franchise area, except that the Board, upon recommendation by the Executive Director and with joint application of affected Franchisee and for good cause shown, may authorize Franchisee from one franchise area to perform Collection Services in another franchise area; except that nothing in this subsection shall modify or change any established Rates or Fees.

(k) The Board is hereby authorized and empowered to offer and pay rewards from the Fine and Forfeiture Fund for information leading to the arrest and conviction of any Person violating this Ordinance. That the amount of any reward payable hereunder shall not be less than \$10.00 or greater than 50 percent of any fine imposed by any court, whichever amount may be greater.

(l) The Board is hereby authorized to appropriate and expend monies out of the Fine and Forfeiture Fund of the County for the purposes provided in this Ordinance and the appropriation and expenditure of monies for said purposes are hereby declared to be for lawful County purposes.

(m) All governmental agencies shall be required to utilize the mandatory Solid Waste Collection and disposal system for property located within the Solid Waste Service District. All Improved Real Property owned by any governmental agency shall be classified as commercial Premises for the purpose of this Ordinance.

(n) The Board may, in the event excessive amounts of debris have accumulated by reason of any hurricane, flood, tropical storm, freeze, natural disaster, severe disturbance, riot or other calamity, whether or not classified as Disaster Debris pursuant to the provisions of this Ordinance, require the Franchisee to remove and dispose of the excess debris within the Solid Waste Service District at Rates to be adopted by the Board. Should the county wish to utilize the Franchisee to perform such work, the Board shall direct the Franchisee to perform such work at the specified rate, and shall take into account the Franchisee's primary Collection obligations and the availability of equipment. However, nothing herein shall require the County to utilize the services of Franchisee, or to prevent the County from contracting with other parties to perform all or a portion of such work. The County reserves the right to utilize County Personnel and equipment in the removal of Disaster Debris of any kind.

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(o) The Board may establish and adopt, after a public hearing, such policies and procedures relating to the storage, Collection of Solid Waste and Recyclable Materials in the unincorporated area of Sarasota County, whether within the Solid Waste Service District or not, as shall be necessary to fully implement the provisions of this Ordinance, which shall be enforced in the same manner as provisions of this Ordinance. Any violation of the Policies and Procedures established under this Ordinance shall be deemed a violation of this Ordinance.

(p) The accumulation of Solid Waste, Recyclable Materials, or Yard Trash, including, but not limited to, Construction and Demolition Debris which is not properly contained as delineated in Section 106-58(q) below, trash, Computers and Electronic Equipment, Garbage, Hazardous Waste, Biological Waste, Biomedical Waste, Radiological Waste, wrecked or scrapped motor vehicles and boats, or the accumulation of discarded items of any kind for more than seven calendar days, except as authorized by law or this Ordinance, shall be deemed a public nuisance, injurious to health, and a violation of this Ordinance, and otherwise actionable as provided by law.

(q) Sarasota County Construction and Property Standards is authorized and directed to issue stop work orders on any construction project at which Construction and Demolition Debris is accumulated for more than seven calendar days. It shall not be an offense under this subsection if the Construction and Demolition Debris is stored on the site in containers designed and maintained for the Collection and removal of Construction and Demolition Debris.

(r) This Ordinance, and any resolution, rule or regulation adopted pursuant thereto shall supersede and take the place of all ordinances, resolutions, rules and regulations heretofore enacted in conflict herewith, and shall be applicable to any Franchise in existence on the effective date hereof, except that no such existing Franchises shall be canceled, nor the term thereof modified except as provided by law. Notwithstanding the foregoing, any violation of an existing Franchise occurring prior to the adoption of this Ordinance may be enforced under the provisions of ordinances repealed by this Ordinance as if no repeal occurred.

(s) The Board shall maintain or authorize Solid Waste Disposal Site(s) and adopt rules and regulations governing the operation and conduct thereof. In adopting such rules, the Board shall consider the rules and regulations it has adopted governing the mandatory Collection of Solid Waste throughout the unincorporated areas of Sarasota County.

(t) All County Business Centers shall comply with the provisions of this Ordinance. All County Business Centers providing Solid Waste receptacles for the public's use shall also provide clearly labeled Recycling Containers for use by the public and by employees of Sarasota County. In addition to signs on the Recycling Containers, signage for walls may be required.

(Ord. No. 2003-092, § 29, 10-22-2003; Ord. No. 2006-001, § 15, 1-10-2006; Ord. No. 2007-084, § 14, 10-2-2007)

### **Sec. 106-59. Biological, biomedical, hazardous and radiological wastes.**

(a) Biological, Hazardous, Bio-Medical, and Radiological Waste shall be stored, transported, and disposed of in accordance with all Federal, State, and Local Laws.

(b) It shall be a violation of this Ordinance for any Residential or Commercial Customer to combine Biological Waste, Hazardous Waste, Biomedical Waste, and Radiological Waste, including Computers and Electronic Equipment and used oil, with any Solid Waste, or other Recyclable Materials for Collection.

(c) The Executive Director or designee, shall have the authority to inspect the waste being deposited by Customers, at any time, to determine whether such material contains Biological, Hazardous, Radiological or Biomedical Waste, and to take whatever action

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he deems necessary to insure that the Customer ceases placement of such waste into the Sarasota County Solid Waste Disposal System or the Sarasota County Mandatory Recycling Program.

(d) The Franchisee shall refuse to collect Residential Waste or Commercial Waste from a Customer if the Franchisee believes that such materials contain Biological, Hazardous, Radiological or Biomedical Waste. If the Franchisee believes a Customer is depositing such waste for Collection, the Franchisee shall immediately notify the Executive Director, or designee.

(Ord. No. 2003-092, § 30, 10-22-2003)

### **Sec. 106-60. Enforcement and penalties.**

(a) The enforcement of this Ordinance shall be done through Code Enforcement Officials of Sarasota County Government, and any other legal means available.

(b) The Executive Director and/or Code Enforcement Officers are authorized to inspect any Recycling or disposal container, bag, can, or other container utilized for the Collection, containment, storage, removal and transport of Solid Waste, Yard Trash, or C&D Debris and/or Recyclable Materials. Code Enforcement Officers are also authorized to inspect loose materials, any activities related to Collection, disposal, Processing, Recycling, waste reduction, burning, volume reduction, Mulching, Composting, or any Recycling or disposal facility, at any time, for compliance with this Ordinance.

(1) Code Enforcement Officers are authorized to strictly enforce all provisions of this Ordinance pursuant to relevant provisions herein.

(2) A Code Enforcement Officer shall issue a citation to a Person when, based upon personal investigation, the Code Enforcement Officer has reasonable cause to believe that the Person has committed a civil infraction in violation of this Ordinance. Prior to issuing a citation, the Code Enforcement Officer shall issue a written warning to the violator.

(3) If, upon personal investigation, the Code Enforcement Officer finds that the Person has not corrected the violation within the time specified in the written warning, or that a second offense has occurred, the Code Enforcement Officer shall issue a citation to the Person who has committed the violation indicating the amount of the civil penalty and notice of the right to contest the citation in County court within 30 days.

(4) If the Person elects not to contest the citation, the applicable civil penalty shall be paid to the Clerk of the County Court within 30 calendar days after issuance.

(5) If the Person elects to contest the Citation, he/she shall request a hearing through the Clerk of the County Court within 30 calendar days after issuance of the citation. The Clerk shall schedule a hearing in the County court and shall provide written notice of the hearing to the Person and the Code Enforcement Officer. Citations contested in the County Court shall be subject to court costs and civil penalty not to exceed \$500.00.

(6) If the Person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, he/she shall be deemed to have waived his right to contest the citation and, in such case, judgment may be entered against the Person for an amount up to the maximum civil penalty. Additionally, the court may issue an order to show cause upon the request of the County requiring such Person to appear before the court to explain why action on the citation has not been taken. The court may hold in contempt any Person who is issued such order and fails to appear in response to the court's directive.

(7) Any Person who willfully refuses to sign and accept a citation issued by a Code Enforcement Officer shall be punished as if guilty of a misdemeanor of the second degree.

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- (c) A violation of this Ordinance is a civil infraction.
- (d) The property owner, tenant of any building, structure, or part thereof, agent, Hauler, or other Person who commits, participates in, assists in, or maintains a violation shall be held jointly and severally liable for applicable penalties assessed as stated herein.
- (e) The penalty for Residential Customers (Class I and Class II) for a civil infraction is as follows:
  - (1) First offense - written warning issued with seven calendar days to comply
  - (2) Second offense - \$200.00
  - (3) Third offense - \$300.00
  - (4) Fourth offense - \$500.00
- (f) The penalty for Commercial Customers for a civil infraction is as follows:
  - (1) First offense - written warning issued with seven calendar days to comply
  - (2) Second offense - \$200.00
  - (3) Third offense - \$300.00
  - (4) Fourth offense - \$500.00
- (g) The penalty for all Haulers, other than the Franchisee, for a civil infraction is as follows:
  - (1) First offense - written warning issued with seven calendar days to comply
  - (2) Second offense - \$250.00
  - (3) Third offense - \$350.00
  - (4) Fourth or subsequent offense - \$500
- (h) Increased penalties apply only when the same ordinance provision is violated and within five years of the previous offense.
- (i) Each day a violation continues shall be considered a separate offense.
- (j) All civil penalties shall be deposited into the Solid Waste Enterprise Fund.
- (k) Subject to Section 106-60(1) herein, following notification by the Executive Director, failure by the Franchisee to remedy the cause of any Legitimate Complaint within the time indicated, or any performance failures shall result in the Executive Director imposing penalties. Factors to be considered when assessing penalties include, but are not limited to, acts of nature, repeated occurrences of similar types, and documentation of the incident.
  - (1) Penalties are as set forth below:
    - a. *Spillage and litter.* Failure to clean up spilled material from loading and/or transporting in compliance with the "Florida Litter Law" as described in the Franchise Agreement. Each failure shall result in the imposition of a \$250.00 penalty.
    - b. *Collection misses.* Failure or neglect to collect properly prepared Solid Waste or Yard Trash or properly prepared Program Recyclables from any Premises at those times provided by the Franchise Agreement within 24 hours of the day of notification. Each failure shall result in the imposition of a \$100.00 penalty. Each additional 24 hours of failure to collect after previous notification shall result in the imposition of a \$250.00 penalty.
    - c. *Chronic complaint problems.* Failure or neglect to correct chronic problems (chronic shall mean three or more similar Legitimate Complaints at the same Premises within a 12-month period) in any category of service shall result in the imposition of a \$250.00 penalty for each occurrence after the second. The Franchisee being penalized for more than five chronic complaint problems within a month shall result in the imposition of an additional \$500.00 penalty.
    - d. *Street completion.* Failure or neglect to complete each street on a route including missing whole or partial on the regular scheduled Collection day or within 24 hours of the day of notification shall result in the imposition of a \$500.00/street/day penalty for each instance as determined by the County.

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e. *Mixing materials.* Intentionally mixing Yard Trash, Program Recyclables, Solid Waste, Computers and Electronic Equipment, used oil, or any other materials intended to be collected separately, during Collection shall result in the imposition of a \$1,000.00 penalty for each instance.

f. *Mixing program recyclables.* Mixing Container Program Recyclables and Paper Program Recyclables during Collection or tipping at the Designated RMPF or any sub-facility or transfer station shall result in the imposition of a \$1,000.00 penalty for each occurrence.

g. *Mixing commercial and residential program recyclables.* Mixing Commercial Program Recyclables and Residential Program Recyclables during Collection or tipping at the Designated RMPF or any sub-facility or transfer station shall result in the imposition of \$1,000.00 penalty for each occurrence, unless prior approval for the mixing has been granted by the Executive Director.

h. *Collection of improperly prepared program recyclables and nonprogram recyclables or nonconforming materials.* Based on monthly reports from the Designated RMPF, Franchisee shall be responsible for all transportation and disposal costs associated with delivering rejects in excess of two percent of the gross tons of Program Recyclables delivered to the Designated RMPF by the Franchisee, as described in the Franchise Agreement.

i. *Failure to provide route sheets.* Failure of the driver of a Franchisee vehicle to provide the Executive Director or operator of a Designated RMPF or operator of a Designated Disposal Site with a copy of the daily route sheet for that day upon the request of said operator or Executive Director shall result in the imposition of a \$100.00 penalty for each occurrence.

j. *Complaints other than collection misses.* Failure to resolve Legitimate Complaints other than collection misses within seven business days of the day of notification or as specified in the Franchisee Agreement shall result in the imposition of a \$250.00/day penalty for each occurrence until complaint is resolved to the satisfaction of the County.

k. *Failure to report.* Failure to timely file any report required herein or as specified in the Franchise Agreement shall result in the imposition of a \$100.00 penalty for each day that each report is late.

l. *Disposing at nondesignated disposal sites.* Failure to dispose of Residential Waste or Commercial Waste collected in the Service Area at a Designated Disposal Site shall result in the imposition of a penalty equal to the current tip fee at the Designated Site plus 25 percent, per ton disposed at nonDesignated Disposal Sites.

m. *Chronic equipment problems.* Failure or neglect to correct chronic equipment problems (chronic shall mean three or more instances of the same or similar problem with the same equipment/trucks within a 12-month period) shall result in the imposition of a \$250.00 penalty for each occurrence after the second.

n. *Failure to properly label containers.* Failure to properly and legibly label Recycling Containers, Commercial Containers and/or Roll Carts to identify appropriate materials to be placed in such containers (e.g. Solid Waste, Yard Trash, Corrugated Cardboard, etc.) shall result in the imposition of a \$100.00 penalty for each container not properly labeled.

(l) Based upon an investigation, the Executive Director shall determine whether penalties shall be assessed against the Franchisee for failure to comply with the Legitimate Complaints or performance provisions, as described in Section 106-60(k).

[(1) Reserved.]

(2) Prior to assessing penalties, the Executive Director shall provide written notice to the Franchisee, indicating the County's intent to assess penalties.

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(3) The Franchisee shall have ten days from the date of the written notice to file a written letter of protest with the Executive Director.

(4) If protest is timely filed, the matter shall be referred to a Code Enforcement Special Master pursuant to Chapter 2, Article VIII of the Sarasota County Code. The Executive Director's written notice shall be treated as a Notice of Violation for purposes of invoking Special Master Jurisdiction.

(5) If the protest is not timely filed, the Executive Director shall deduct the amount of the penalty from payment due or to become due to the Franchisee.

(Ord. No. 2003-092, § 31, 10-22-2003)

**Sec. 106-61. Repeals.**

Ordinance Nos. 91-076, 97-130 and 97-131 are repealed.

(Ord. No. 2003-092, § 32, 10-22-2003)

**Sec. 106-62. Effect of other ordinances.**

In the event of a direct conflict with the provisions of this Ordinance, F.S. ch. 403, or implementing regulations, shall prevail if stricter or more stringent than this Ordinance. In the event of a conflict between the provisions of this Ordinance and a federal statute or regulation, the federal statute or regulation shall prevail. The provisions of this Ordinance shall prevail in the event of conflict with the provisions of any other County ordinance, rules or regulations.

(Ord. No. 2003-092, § 33, 10-22-2003)