

ORDINANCE NO. 10-11

AN ORDINANCE REPLACING, REVISING, AND AMENDING OKALOOSA COUNTY ORDINANCE NO. 06-44, ORDINANCE NO. 00-08, KNOWN AS THE GARBAGE OR SOLID WASTE ORDINANCE, AND AMENDMENTS THERETO; PROVIDING FOR FEES, COLLECTION PROCEDURES, FRANCHISES, AND RATES FOR GARBAGE COLLECTION AND DISPOSAL; PROVIDING AN EFFECTIVE DATE AND REPEALING ALL ORDINANCES OR PROVISIONS THEREOF IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

WHEREAS, the Board of County Commissioners of Okaloosa County, Florida, have studied, considered and determined that it is in the best interest of the public to grant exclusive franchises to various firms, corporations and individuals to operate and maintain sanitary service for the collection and disposal of garbage in various districts hereinafter defined, and said franchises will be in the interest of the general public in maintaining an orderly and dependable sanitary garbage service, and

WHEREAS, the Board of County Commissioners of Okaloosa County, Florida, has entered into agreements for transfer and disposal of solid waste and associated activities for a period commencing on the 1st day of October, 2010, through March 31, 2016, under certain terms and conditions to be set out in the transfer and disposal agreements, and

WHEREAS, the Board of County Commissioners of Okaloosa County, Florida, has agreed to grant said collection franchises for a period commencing on the 1st day of October, 2010, through March 31, 2016, under certain terms and conditions to be set out in the separate franchise agreements, and

WHEREAS, this ordinance is adopted pursuant to the authority of Section 166.021, Florida Statutes, Part IV of Chapter 403.

SECTION 1

1.1 Tipping Fees at Transfer Stations, Yard Trash Processing Facility and Recycling Facility

1.1.1 Effective October 1, 2010, tipping rates charged at the Transfer Stations and Yard Trash Processing Facility shall be according to the following schedule of charges:

<u>County Waste</u>		
Residential Non-Franchised Solid Waste Disposal Fee	\$52.82	Per ton
Commercial Solid Waste Disposal Fee	\$54.49	Per ton
Yard Trash Fee - County	\$39.12	Per ton
Yard Trash Fee - Commercial	\$39.12	Per ton

<u>City Waste</u>		
Residential Solid Waste	\$46.00	Per ton
Commercial Solid Waste	\$46.00	Per ton
Residential Yard Trash	\$39.12	Per ton

<u>Merchant Waste</u>		
Out of County Waste	\$46.00	Per ton

<u>Military Yard Trash</u>	\$0.00	Per ton
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<u>Certified Weights</u>		
Military Members with ID and current PCS Orders	\$0.00	
Non-Military	\$5.00	Per vehicle

A minimum tip fee of \$1.50 shall be charged.

1.1.2 CONTRACTOR shall be responsible for setting rates associated with Special Waste.

1.1.3 Recyclable Materials delivered by or on behalf of the COUNTY, Incorporated Municipalities or by private citizens directly, or collected by the CONTRACTOR from Commercial Business Establishments within the COUNTY, will be accepted at no charge. The CONTRACTOR may negotiate Recyclable Materials processing fees with other entities delivering such materials to the Recycling Facility.

1.1.4 On October 1, 2011 and October 1 of each subsequent year, tipping fees shall be adjusted according to the following methodology: seventy percent (70%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the CPI for the twelve (12) months ending on the preceding June 30th and thirty percent (30%) of the rate shall be adjusted based on the percent change in the U.S. Department of Energy Fuel Index for the previous twelve (12) months ending on the preceding June 30th. The total rate adjustment each year may not exceed two percent (2%) of the previous year's fees.

1.2 Collection Fees

1.2.1 **FRANCHISEE and Billing Fees:** Residential Collection fees consist of Collection Components and Disposal Components. For Single-Family Dwelling Units, the Solid Waste portion of the Collection Component includes Collection of Solid Waste, Yard Trash and Bulk Waste; the Recycling portion of the Collection Component includes Collection of Recyclable Materials. For Multi-Family Dwelling Units, the Solid Waste portion of the Collection Component includes Collection of Solid Waste; Collection of Recyclable Materials is on a subscription basis.

1.2.2 **Single-Family Dwelling Units and Multi-Family Units with Carts:** Effective October 2, 2010, the billing fees for Single-Family Residential Collection Service and Multi-Family Solid Waste Collection Service using Carts shall be as listed in Table 1. Multi-Family Dwelling Units using Carts that also request Curbside Collection of Recyclable Materials, Yard Trash and Bulk Waste shall be billed the same fee as Single-Family Dwelling Units.

Table 1

Fees for Single-Family Dwelling Units and Multi-Family Dwelling Units with Carts	Single-Family Dwelling Units (\$/month)	Extra Solid Waste Cart for Single-Family Dwelling Units (\$/month)	Multi-Family Dwelling Units with Carts (\$/month)
COLLECTION COMPONENT			
COUNTY Remediation Fee	\$ 0.66	\$ 0.45	\$ 0.25
To FRANCHISEE for Solid Waste	\$ 8.73	\$ 8.73	\$ 4.49
To FRANCHISEE for Recycling	\$ 1.77		(subscription)
DISPOSAL COMPONENT	\$ 6.15	\$ 6.15	\$ 6.15
TOTAL	\$ 17.31	\$ 15.33	\$ 10.89

1.2.3 **Multi-Family Dwelling Units with Containers <10 cubic yards:** Effective October 1, 2010, the billing fees for Multi-Family Solid Waste Collection Service using Containers less than ten (10) cubic yard in size shall be based on the number and size of Containers and frequency of Collection at the fees set forth in Table 2.

Table 2

Fees for Multi-Family Dwelling Units with Containers <10 cubic yards	Non-Compaction Containers <10 cubic yards (\$/cubic yard/collection)	Compaction Containers <10 cubic yards (\$/cubic yard/collection)
COLLECTION COMPONENT	\$ 2.83	\$ 9.71
DISPOSAL COMPONENT	\$ 2.17	\$ 6.50
TOTAL	\$ 5.00	\$ 16.21

1.2.4 **Multi-Family Dwelling Units with Containers ≥10 cubic yards:** Effective October 2, 2010, the billing fees for Multi-Family Solid Waste Collection Service using Containers ten (10) cubic yards or greater in size shall be based on the fees set forth in Table 3. The rental and maintenance fee for other sizes or models of Containers than that specified in Table 3 shall be negotiated between the customer and the FRANCHISEE with approval by the Authorized Representative.

Table 3

Fees for Multi-Family Dwelling Units with Containers ≥ 10 cubic yards	Containers ≥ 10 cubic yards	
COLLECTION COMPONENT		
Rental and Maintenance Fee	\$ 300.00	per month for a standard 34 cubic yard, self-contained, watertight Compactor (RJ250SC or similar)
Pull Fee	\$ 250.00	per pull
DISPOSAL COMPONENT	Actual tipping fee	

1.2.5 **Multi-Family Dwelling Units with Recyclable Materials Collection:** Effective October 1, 2010, the billing fees for Multi-Family Recyclable Materials Collection Service, offered on a subscription basis, using Carts or Containers shall not exceed the fees set forth in Table 4.

Table 4

Container Type	Not-to-Exceed Fees for Multi-Family Recyclables Materials Collection Service (Dual or Single Stream Collection)	
96-Gallon Cart	\$2.20	per collection
Containers	\$2.50	per cubic yard per collection

1.2.6 **Fee Collection Component Adjustments:** The Collection Components of the fees provided in Tables 1, 2, 3 and 4 will be in place from October 1, 2010 through September 30, 2011. On October 1, 2011 and October 1 of each subsequent year, the Collection Components shall be adjusted according to the following methodology: ninety percent (90%) of the fees shall be adjusted based on seventy-five percent (75%) of the percentage change in the CPI for the twelve (12) months ending on the preceding June 30th and ten percent (10%) of the fees shall be adjusted based on the percent change in the U.S. Department of Energy Fuel Index for the previous twelve (12) months ending on the preceding June 30th. The total Collection Component fee adjustment each year may not exceed two percent (2%) of the previous year's Collection Component fee.

- 1.2.7 **Fee Disposal Component Adjustments:** The Disposal Components of the fees in Tables 1, 2 and 3 shall be adjusted whenever the respective tipping fees at the Designated Facility are adjusted based on the percentage change in the tipping fees.

SECTION 2

2.1 Curbside Residential Solid Waste Collection Service

- 2.1.1 **Frequency of Collection:** The FRANCHISEE shall collect all Solid Waste from Single-Family Dwelling Units within the Franchise Area two (2) times per week, with Collections at least three (3) days apart (i.e., Monday/Thursday, Tuesday/Friday, or Wednesday/Saturday).
- 2.1.2 **Point of Pickup of Solid Waste:** The FRANCHISEE shall be required to pick up all Solid Waste generated from Single-Family Dwelling Units which has been placed in a Cart and placed Curbside or as such other single Collection point as may be agreed upon by the FRANCHISEE and the customer. No loose refuse shall be collected. For purposes of automated pickup, Carts shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location. The FRANCHISEE shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Existing qualified handicapped customers shall continue to receive this service. Future application for such handicap services shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY, proof of handicap status as required by FL Statutes – Title XXIII, Motor Vehicles Section 320.0848 (1)(b), or as otherwise approved by the FRANCHISEE, and certifying that no able-bodied person resides in the household.
- 2.1.3 **Method of Collection:** The FRANCHISEE shall provide Curbside automated Collection (side arm loading method). The customer will place Solid Waste in the

Cart and place it Curbside. No Cart, including the Cart and its contents, shall exceed 250 pounds. The FRANCHISEE will place the empty Cart Curbside.

2.2 Multi-Family Residential Solid Waste Collection Service

- 2.2.1 Frequency of Collection:** The FRANCHISEE shall collect Solid Waste from Multi-Family Dwelling Units within the Franchise Area at least one (1) time per week, unless otherwise approved by the Authorized Representative.
- 2.2.2 Accumulation of Multi-Family Solid Waste:** The FRANCHISEE shall provide Containers for the accumulation of Multi-Family Dwelling Units' Solid Waste within those developments/complexes of five (5) or more units where such service is possible from an operational and safety standpoint. The number and size of Containers shall be mutually agreed upon by the customer and the FRANCHISEE. The customer may periodically, but not to exceed once per month, alter the Container number, size or frequency of Collection based on need. Where mutual agreement is not reached, the Authorized Representative shall determine the appropriate number and size of Containers. Where it is not possible or practical to use Containers, the FRANCHISEE shall provide Carts for Multi-Family Residential Solid Waste Collection Service.
- 2.2.3 Point of Pickup of Containerized Residential Solid Waste:** Multi-Family Residential Collection Service customers shall accumulate Solid Waste at locations that are mutually agreed upon by the customer and the FRANCHISEE and which are convenient for Collection by the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall designate the location. In no case shall Containers be placed in a location different than that designated on approved site development plans, or in an area that would create a safety hazard.

2.3 Curbside Residential Yard Trash Collection Service

- 2.3.1 **Frequency of Collection:** The FRANCHISEE shall collect Yard Trash from Single-Family Dwelling Units within the Franchise Area one (1) time per week.
- 2.3.2 **Point of Pickup of Yard Trash:** Collection of Yard Trash shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location.
- 2.3.3 **Preparation of Yard Trash for Collection:** The FRANCHISEE shall pick up Yard Trash generated from Single-Family Dwelling Units which has been properly prepared and stored for Collection as follows:
- (a) Residents are responsible for separating Yard Trash from all other Solid Wastes, Bulk Waste and Recyclable Materials. Grass clippings, leaves, pine needles, trimmings and other such materials must be in a Yard Trash Receptacle.
 - (b) Yard Trash shall be placed in Yard Trash Receptacles or bundles of less than fifty (50) pounds each whenever practical and with no dimension over six (6) feet in length and four (4) inches in diameter each. Items of Yard Trash which are not easily containerized or bundled and which do not exceed six (6) feet in length and four (4) inches in diameter or weigh more than fifty (50) pounds shall be collected unbundled.
- 2.3.4 **Method of Collection:** Yard Trash Receptacles shall be thoroughly emptied and then left, at the point of Collection, inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. The FRANCHISEE shall remove Yard Trash from any plastic bag used as a Yard Trash Receptacle before placing the Yard Trash in the Collection vehicle. The

FRANCHISEE shall retain the plastic bag on the Collection vehicle separate from the Yard Trash for later Disposal or return it to the customer's Cart.

2.4 Residential Recyclable Material Collection Service

2.4.1 Frequency of Collection for Single-Family Dwelling Units: The FRANCHISEE shall collect Recyclable Materials from Single-Family Dwelling Units within the Franchise Area one (1) time per week. To the extent possible, Collection of Recyclable Materials will be the same day of the week as Solid Waste Collection.

2.4.2 Point of Pickup of Recyclable Material for Single-Family Dwelling Units: Collection of Recyclable Material shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location. The FRANCHISEE shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Existing qualified handicapped customers shall continue to receive this service. Future application for such handicap services shall be made by the customer providing to the FRANCHISEE, on a form approved by the COUNTY, proof of handicap status as required by FL Statutes – Title XXIII, Motor Vehicles Section 320.0848 (1)(b), or as otherwise approved by the FRANCHISEE, and certifying that no able-bodied person resides in the household.

2.4.3 Frequency of Collection for Multi-Family Dwelling Units: The FRANCHISEE shall collect Recyclable Materials from Multi-Family Dwelling Units on a subscription basis at a frequency agreed upon by the customer and the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall determine the frequency.

2.4.4 Accumulation of Multi-Family Recyclable Materials: The FRANCHISEE shall provide a sufficient number and size of containers for the accumulation of Multi-

Family Dwelling Units' Recyclable Materials upon request by the customer. The number and size of containers shall be mutually agreed upon by the customer and the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall determine the appropriate number and size of containers.

2.4.5 Point of Pickup of Recyclable Materials for Multi-Family Dwelling Units:

Multi-Family customers shall accumulate Recyclable Materials at locations that are mutually agreed upon by the customer and the FRANCHISEE and which are convenient for Collection by the FRANCHISEE. Where mutual agreement is not reached, the Authorized Representative shall designate the location. In no case shall Containers be placed in a location different than that designated on approved site development plans, or in an area that would create a safety hazard.

2.4.6 Preparation of Recyclable Material for Collection: The FRANCHISEE shall pick up all Recyclable Materials generated from Single-Family and Multi-Family Dwelling Units which have been properly prepared and stored for Collection as follows:

(a) Residents are responsible for separating Recyclable Materials from all other Solid Wastes, Yard Trash and Bulk Wastes. Recyclable Materials to be collected by the FRANCHISEE include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, and polycoated cartons. The COUNTY may add additional material types for Collection, with the approval of the FRANCHISEE.

(b) Recyclable Materials shall be placed in Recycling Bins Carts or Containers.

2.4.7 Method of Collection: Recycling Bins, Carts and Containers shall be handled carefully by the FRANCHISEE, shall not be bent or otherwise abused, and shall

be thoroughly emptied and then left at the proper point of Collection. Recycling Bins shall be inverted after Collection.

2.4.8 Processing of Recyclable Materials: The FRANCHISEE is responsible for processing and marketing of Recyclable Materials collected pursuant to this agreement.

2.4.9 Public Awareness Program: The FRANCHISEE and COUNTY shall continue to jointly implement a promotional and public education program to inform and encourage residents to use the Recycling Collection Services pursuant to the Franchise Agreement. The COUNTY'S Authorized Representative shall monitor the implementation of these activities. All promotional materials, including printed literature, are subject to the approval of the Authorized Representative.

2.5 Bulk Waste Residential Collection Service

2.5.1 Frequency of Collection: The FRANCHISEE shall collect Bulk Waste from Single-Family Dwelling Units within the Franchise Area one (1) time per week. The FRANCHISEE shall collect Bulk Waste within seven (7) days of receiving a request for such pickup, and shall collect all Bulk Waste left Curbside for Collection on regular Bulk Waste Collection routes, whether it was scheduled or not. FRANCHISEE shall note all unreported Bulk Waste on all Collection routes, and shall pick up such items on the next scheduled Collection day. With the exception of individual items of Household Furniture or White Goods, Bulk Waste Residential Collection Service is limited to two (2) cubic yards per pick up per Dwelling Unit.

2.5.2 Point of Pickup of Bulk Waste: Collection of Bulk Waste shall be at Curbside or other such locations as will provide ready accessibility to the FRANCHISEE'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Authorized Representative shall designate the location.

2.5.3 Method of Collection: FRANCHISEE shall collect Bulk Waste in a manner that allows separation of White Goods, Electronics, tires and other recyclables, as identified by the COUNTY, upon delivery at the Transfer Stations.

2.6 Addition of New Customers

The FRANCHISEE shall provide Collection to new residential customers within seven (7) days of receiving notification from the COUNTY or the customer.

2.7 Hours of Collection

All Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the FRANCHISEE has received prior approval from the Authorized Representative in a written memorandum confirming the approval. Should the FRANCHISEE not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the FRANCHISEE had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

2.8 Non-Collection Notice

The FRANCHISEE is not required to collect Solid Waste, Yard Trash, Bulk Waste or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of County Ordinance. If not collected, FRANCHISEE shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

2.9 Commercial Recycling Service

Upon request, the FRANCHISEE shall collect, on a nonexclusive and as-needed basis pursuant to the volume of Recyclable Materials generated, Recyclable Materials generated by Commercial Business Establishments in unincorporated Okaloosa County. The FRANCHISEE shall provide and deliver to each commercial customer a sufficient quantity of containers to satisfactorily serve such facilities.

2.10 Vacant Lots

The FRANCHISEE shall not be responsible for the Collection of Solid Waste, Yard Trash, Recyclable Materials or Bulk Waste on vacant lots.

SECTION 3

The Board does hereby grant FRANCHISEE the right, privilege, easement and exclusive franchise to provide Collection service for Solid Waste, Yard Trash, Bulk Waste, and Recyclable Materials to all Dwelling Units within the Franchise Area, with the exception Dwelling Units in Area 1 and Area 2 that are subject to the Memorandum of Understanding in the Franchise Agreements and unless otherwise prohibited by law. Such right, privilege, easement and exclusive franchise shall not extend to the Collection of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, Items for Special Pickup, and Special Waste. The Franchise Area shall consist of the following areas within Okaloosa County, Florida:

AREA 1: Commencing at the intersection of Highway 90 and the boundary line of Ranges 22 and 23 West; thence west along Highway 90 to the intersection of Yellow River; thence northerly along river to the intersection with the south section line of Section 12, T-4-N, R-23-W; thence due east to the intersection with the boundary line of Ranges 22 and 23 West; thence south along boundary line to Highway 90 and the point of beginning.

AREA 2: Commencing at the intersection of Highway 90 and Shoal River; thence west along Highway 90 to the intersection with the Yellow River; thence southerly along the Yellow River to the intersection with Shoal River; thence easterly and northerly along Shoal River to the intersection with Highway 90 and the point of beginning.

AREA 3: Commencing at the northwest corner of Section 19, T-1-S, R-25-W, Okaloosa County, Florida; thence east to the intersection with Highway 85; thence south to the boundary of Townships 1 and 2 South; thence east along township line to the Okaloosa and Walton County line; thence south along County line to the shoreline of the Gulf of Mexico; thence westerly along shoreline to the Okaloosa and Santa Rosa County line; thence north along County line to the northwest corner of Section 19, T-1-S, R-25-W, Okaloosa County, Florida and point of

beginning. Less and except all federal property and corporate limits of the cities of Destin, Shalimar, Fort Walton Beach, Cinco Bayou and Mary Esther.

AREA 4: All of the unincorporated area lying south of College Boulevard in Sections 3, 4, 10 and 11, Township 1 South Range 22 West, Okaloosa County, Florida less and except the boundary of the city limits of Niceville and all the Eglin Reservation property.

AREA 5: All of the unincorporated area lying south of the Rocky Bayou Bridge bordering the Eglin boundary to the east, and Choctawhatchee Bay to the west; hence south to the Walton County line all lying and being in Okaloosa County, Florida less and except the Fred Gannon State Park and any Eglin property within this description.

SECTION 4

In the event payment is not made by any customer invoiced by FRANCHISEE for services rendered by the 10th day of each month, the FRANCHISEE shall be allowed to assess a fifty-cent (\$.50) late charge. If payment is not made by the 20th of the month, the FRANCHISEE may discontinue Collection service until such time as all payments are made and arrearages brought up to date. In the event payment is not made by any customer invoiced by the COUNTY, the COUNTY shall provide the FRANCHISEE with its cutoff list and FRANCHISEE shall be allowed to discontinue Collection service for customers on the list until such time as all payments are made and arrearages brought up to date.

SECTION 5

The FRANCHISEE will not provide Collection service on the following holidays: New Years Day, Thanksgiving and Christmas Day. If the regular Collection Day for any Solid Waste or Yard Trash route(s) falls on any of the aforementioned holidays, the FRANCHISEE shall collect such Solid Waste and Yard Trash on the next regularly scheduled Collection Day for that route. If the regular Collection Day for any Recyclable Materials route(s) falls on any of the aforementioned holidays, the FRANCHISEE shall collect such Recyclable Materials on the Saturday immediately following the holiday. The FRANCHISEE shall notify all affected customers of the holiday schedule at least two (2) weeks prior to the holiday.

SECTION 6

FRANCHISEE cannot assign, subcontract, sell or transfer its franchise or any right occurring under the Franchisee Agreements without first obtaining the express written approval of the Board. Assignment shall include any transfer of fifty percent (50%) of stock and control of FRANCHISEE. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by FRANCHISEE. Any assignment or subcontract of the Franchise Agreements by the FRANCHISEE without the express written consent of the Board shall be grounds for the Board to declare a default of the Franchise Agreements and immediately terminate the Franchise Agreements by giving written notice to FRANCHISEE. Upon the date of such notice, the Franchise Agreements shall be deemed immediately terminated.

SECTION 7

7.1 The FRANCHISEE shall have on hand at all times and in good working order such equipment as shall permit the FRANCHISEE to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment. Upon execution of the Franchise Agreements, and semi-annually thereafter, the FRANCHISEE shall provide in a format specified by the Authorized Representative, a list of Collection vehicles used by the FRANCHISEE to provide services relating to the Franchise Agreements. Equipment shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, with solid metal sides, and covered metal top. The FRANCHISEE shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the FRANCHISEE to perform the contractual duties.

7.2 FRANCHISEE must put on each side of its trucks the following: (a) the name of FRANCHISEE, (b) its local customer service telephone number, and (c) the number of

the vehicle. The letters and numbers shall be not less than three (3) inches in height. FRANCHISEE shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

SECTION 8

The following terms and definitions shall apply in the interpretation of this ordinance:

"Acceptable Waste" shall mean Solid Waste, including garbage, rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable Waste also includes Bulk Waste, Special Waste (except those defined under Unacceptable Waste), and Recyclable Materials. Acceptable Waste shall not include regulated Hazardous Waste, Medical Waste, Biomedical Waste, Biological Waste, Infectious Waste, and Yard Trash.

"Authorized Representative" means the Public Works Director or as otherwise designated in writing by the Board to represent the COUNTY in the administration and supervision of the Franchise Agreements.

"Biomedical Waste" means any Solid Waste or wastes which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which, in the opinion of the Department of Health and Rehabilitative Services, represent a significant risk of infection to persons outside the generating facility.

"Biological Waste" means Solid Waste that causes or has 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.

"Board" shall mean the Board of County Commissioners of Okaloosa County, Florida, which is the governing body of the COUNTY.

“Bulk Waste” shall mean any waste that requires additional management due to its bulk or weight and shall include, Household Furniture, treated lumber, Electronics, bicycles, push type lawn mowers with all oil and gas drained, automotive tires [including tires with rims; tires from commercial vehicles, heavy equipment, or industrial vehicles are prohibited; tires shall not exceed twenty-five (25) inches in diameter and are limited to four (4) per Collection] and White Goods. Bulk Waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, or Special Waste as defined herein. With the exception of individual items of Household Furniture and White Goods, such service is limited to two (2) cubic yards per pickup.

“Bulk Waste Residential Collection Service” means the Bulk Waste collection services provided to persons occupying Dwelling Units within the designated Franchise Area, including Dwelling Units located in mobile home parks who receive Collection services at curbside.

“Cart” means a wheeled container intended for automated Collection, which is a type and size approved by the COUNTY.

“Collection” means the process whereby Solid Waste, Bulk Waste, Yard Trash or Recyclable Material is removed and transported to a Designated Facility.

“Collection Component” means the portion of the billing fee set by Okaloosa County Ordinance for Solid Waste, Yard Trash, Recycling, and Bulk Waste Residential Collection Services.

“Commercial Business Establishment” means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall be and shall include, but not be limited to, all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public.

“Compactor” means any container that has compaction mechanism(s) whether stationary or mobile, all inclusive.

“Construction and Demolition Debris” means discarded 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 lumber, 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 that 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 project site. Mixing of Construction and Demolition Debris with other types of Solid Waste will cause it to be classified as other than Construction and Demolition Debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Except as provide in s. 403.707(9)(j), Florida Statutes, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other Solid Waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other Solid Waste; and,
- (c) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

“Container” means a non-compaction or compaction dumpster or roll-off container.

“CONTRACTOR” means the corporation that holds the Solid Waste Transfer Station Operation Agreement with Okaloosa County.

"COUNTY" shall mean Okaloosa County, Florida, acting by and through its Board of County Commissioners.

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S.

Department of Labor, 1984-82 = 100. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

“Curbside” means that portion of the street right-of-way paralleling any public thoroughfare between the curb lines and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets or alley. The intention of a Curbside designation is to allow Collection by the FRANCHISEE’S personnel in a rapid manner with walking or reaching minimized.

“Curbside Residential Solid Waste Collection Service” means the Solid Waste Collection services provided to persons occupying Single-Family Dwelling Units within the designated Franchise Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.

“Curbside Residential Yard Trash Collection Service” means the Yard Trash Collection services provided to persons occupying Single-Family Dwelling Units within the designated Franchise Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside.

“Designated Facility” means the facilities designated by the COUNTY for delivery of Solid Waste, Yard Trash, Recyclable Materials and Bulk Waste collected pursuant to the Franchise Agreements.

“Disposal” means the discharge, deposit, injection, dumping, spilling, leaking or placing of any Solid Waste or Hazardous Waste into or upon any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwater, or otherwise enter the environment.

“Disposal Component” means the portion of the billing fee set by Okaloosa County Ordinance for tipping fee, landfill costs, and other solid waste management costs.

“Dwelling Unit” shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a Hotel or Motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

“Electronics” means computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions and copiers, and other electronic equipment as directed by the COUNTY.

“Franchise Agreements” means Okaloosa County’s current Residential Solid Waste and Recycling Collection Agreements.

“Franchise Area” means the specifically described geographic areas exclusively assigned to a FRANCHISEE for the purpose of residential Solid Waste, Yard Trash, and Bulk Waste Collection, and, if applicable, Recyclable Materials Collection, Recyclable Material Collection, pursuant to the Franchise Agreements.

“FRANCHISEE” means a corporation that holds a Franchise Agreement with Okaloosa County.

“Fuel Index” as used herein shall be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Sales by All Sellers (Cents per Gallon), published by the U.S. Department of Energy, Energy Information Administration. In the event the U.S. Department of Energy, Energy Information Administration ceases to publish the fuel prices, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

“Hazardous Waste” means Solid Waste or a combination of Solid Wastes, (even though it may be part of delivered load of waste), which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be

amended from time to time and to the extent either or both is applicable to the Disposal of waste in Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

“Hotel or Motel” shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. “Transient” has the meaning as defined in Chapter 509, Florida Statutes (1999), or its successor law.

“Household Furniture” means all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

“Incorporated Municipalities” means those duly Incorporated Municipalities in Okaloosa County consisting of Cinco Bayou, Crestview, Destin, Fort Walton Beach, Laurel Hill, Mary Esther, Niceville, Shalimar and Valparaiso.

“Infectious Waste” means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

“Items for Special Pickup” mean pickups of large items such as trees, sod and lumber, discarded automobiles or other items not defined in the Franchise Agreements as either Solid Waste, Yard Trash, or Bulk Waste and shall be considered as a request for special pickup services and such special services shall not be subject to the fees and charges set out in the Franchise Agreements, but may be agreed upon by the person requesting such service and the FRANCHISEE.

“Merchant Waste” means Acceptable Waste that was collected from locations outside the COUNTY jurisdictional boundaries. Merchant Waste does not include Commercial Waste generated within unincorporated areas of the COUNTY or within Incorporated Municipalities.

“Multi-Family Dwelling Unit” shall mean Dwelling Units containing five (5) or more individual Dwelling Units under one common roof.

“Multi-Family Residential Solid Waste Collection Service” means the Collection of Solid Waste from persons occupying Multi-Family Dwelling Units within the Franchise Area.

“Recyclable Materials” means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable materials shall include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, polycoated cartons, and other Solid Waste materials added upon agreement between the COUNTY and the FRANCHISEE, when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream.

“Recycling Bin” means a container of at least 18-gallon capacity which is a type approved by the COUNTY for Recyclable Material Collection.

“Recycling Facility” means the facility located adjacent to the Fort Walton Beach Transfer Station at which recyclable materials are delivered for processing and/or transport.

“Residential Recyclable Material Collection Service” means the Recyclable Materials Collection services provided to persons occupying Single-Family Dwelling Units, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside, and Multi-Family Dwelling Units within the designated Franchise Area.

“Single-Family Dwelling Unit” shall mean Dwelling Units, including single-family residences, or any building or structure containing less than five (5) individual Dwelling Units under one common roof. Recreational vehicles not located in recreational vehicle parks and mobile homes which are not located in a mobile home park or mobile home subdivision, and which are otherwise considered real property under the Florida Statutes, shall be considered Single-Family Dwelling Units. Additionally, recreational vehicles and mobile homes located in recreational

vehicle or mobile home parks that are not serviced by Multi-Family Residential Collection Service shall be considered Single-Family Dwelling Units.

“Solid Waste” means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. It excludes Yard Trash, Bulk Waste, Recyclable Materials, and Special Waste.

“Solid Waste Division” means the COUNTY Division charged with the authority and responsibility to manage all functions of the Solid Waste Division of Okaloosa County, Florida.

“Special Waste” means wastes that can require special handling and management, but are not considered Bulk Waste, that are not accepted at a landfill or other disposal facility or that are accepted at a landfill or other disposal facility at higher rates than are charged for refuse.

“Ton” means a short ton, 2,000 pounds (9.078 metric tons).

“Transfer Station” means the facilities currently located at 630 Martin Luther King Jr. Blvd. (Fort Walton Transfer Station) and at the Baker Landfill (Baker Transfer Station) in Okaloosa County capable of receiving Acceptable Waste for further transfer to a disposal facility for ultimate disposition.

“Unacceptable Waste” shall mean wastes that are not accepted for Class I Disposal. These materials include Infectious Waste and Hazardous Wastes as defined above, those wastes excluded from the definition of Acceptable Wastes, and materials exhibiting the following characteristics:

- (a) Hazardous placards or markings;
- (b) Liquids;
- (c) Powders or dusts;
- (d) Drums or commercial size containers; and,
- (e) Chemical odors.

Other unacceptable materials include:

- (a) Asbestos containing wastes;
- (b) Ash;

- (c) Fluorescent light bulbs;
- (d) Mercury containing devices;
- (e) Whole tires; and
- (f) Liquid Wastes.

“White Goods” means discarded washers, dryers, refrigerators, ranges, microwave ovens, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

“Yard Trash” means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (which shall not exceed six (6) feet in length and four (4) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and Collection in loader packer type sanitation equipment used for regular Collections from domestic households. Yard Trash does not include treated wood or any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons. Additionally, Yard Trash does not include debris generated by landscapers or lawn maintenance services when removed from the origination site and placed on another property for pick-up by FRANCHISEE.

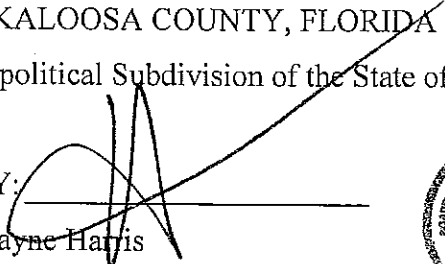
“Yard Trash Receptacle” means a rigid plastic container, plastic bag, Kraft paper bag, or other container type suitable for Collection of Yard Trash, which is provided by the customer and approved by the FRANCHISEE and the COUNTY. Such receptacle shall not weigh more than fifty (50) pounds including its contents.

SECTION 9

Violations of this Ordinance shall be prosecuted in the same manner as misdemeanors are prosecuted. Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed \$500.00 or by imprisonment in the county jail not to exceed sixty (60) days or by both such fine and imprisonment.

DULY PASSED AND ADOPTED in regular session on this the 21st day of September 2010.

OKALOOSA COUNTY, FLORIDA
A political Subdivision of the State of Florida

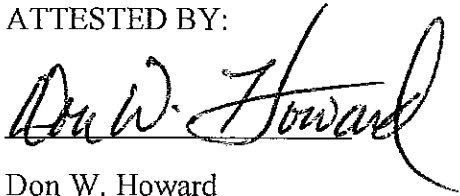
BY: 
Wayne Harris

Chairman

BOARD OF COUNTY COMMISSIONER

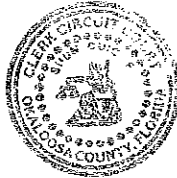


ATTESTED BY:



Don W. Howard

CLERK OF CIRCUIT COURT



STATE OF FLORIDA
COUNTY OF OKALOOSA

I, Don W. Howard, Clerk of Circuit Court and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the foregoing is a true and correct copy of an Ordinance which was duly passed and adopted at a regular meeting of the Board of County Commissioners on the 21st day of September, 2010, and appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this
the 24th day of September, 2010

By: 

CLERK OF CIRCUIT COURT

Don W. Howard



