

**BABCOCK RANCH WASTE SERVICES  
POLICIES MANUAL**

**VERSION ADOPTED FEBRUARY 28, 2019**

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## I. DECLARATION OF POLICIES AND OVERVIEW

1. Babcock Ranch Waste Services (“**BRWS**”) is a division of the Babcock Ranch Community Independent Special District (“**District**”), which was established by action of the District’s Board of Supervisors (“**Board**”) with the adoption of Resolution 2018-10, as amended and restated by Resolution 2018-21. BRWS operates and maintains the Waste Services System which provides mandatory Waste Services to all properties within the boundaries of the District.
2. All capitalized terms shall be as defined in the **Definition Section** unless defined herein. Due to common usage, certain words, such as, for example, “Waste”, “Recyclables”, “Customer”, to name a few may be uncapitalized in this Policies manual, but remain as defined in the Definition Section.
3. **The District specifically reserves the right to fix and determine rates, charges, assessments and contributions required for use of the Waste Services and the provision of Waste Services to Customers as provided herein and as authorized by law, and to amend same from time to time.**
4. All documents referenced in this Policies Manual can be found on the District’s website, [www.babcockranchcommunityisd.com](http://www.babcockranchcommunityisd.com).
5. In accordance with the Act (hereinafter defined), the District has the authority and responsibility to unilaterally, at any time and from time to time, at a duly noticed public meeting and after holding any required public hearings amend its Policies and schedules of rates, charges, assessments and contributions to ensure the perpetuation of Waste Services, and such power is automatically incorporated into every oral or written representation and every application, account and contract with the District.
6. Any dispute between the District and a Property Owner or a Customer regarding the meaning or application of any provision of these Policies, upon written request by either party, will be resolved by the District Manager. Any party not satisfied by this decision may, within ten (10) days thereof, appeal the decision to the Board, absent which the District Manager’s decision is final and binding. The decision of the Board on appeal shall be final and binding.
7. In the event these Policies are inconsistent with any statute, law or court order, the statute, law or court order shall prevail, and these Policies shall be null and void to the extent inconsistent. In the absence of specific written agreement to the contrary, these Policies apply without modification or change to each and every Property Owner, Customer or Consumer receiving the Waste Services and to whom the District renders Waste Services. If a portion of these Policies is declared unconstitutional or void for any reason by any court of competent jurisdiction, such decision shall in no way affect the validity of the remaining portions of the Policies herein unless such court order or decision shall so direct. The following definition of terms and abbreviations shall apply to the District’s Policies.

## II. DEFINITIONS

1. **ACT** shall mean the Chapter 2007-306, Laws of Florida, as amended from time to time.
2. **APPLICANT** shall mean any individual, firm, association, syndicate, co-partnership, corporation, trust or any other legal or juridical entity, or their duly authorized representative conducting activities under these regulations.
3. **APPROVED** shall mean accepted by the District as meeting an applicable stated specification or citation or as suitable for the proposed use.
4. **BANK DRAFT** shall mean direct payment of waste and recycling bills electronically deducted from Customer's bank account after completing and signing the Pre-Authorized Direct Bank Payment Plan form.
5. **BIOHAZARDOUS OR BIOMEDICAL WASTES** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; included, but not limited to, waste 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.
6. **BOARD** shall mean the Board of the Babcock Ranch Community Independent Special District.
7. **BULK WASTE** shall mean any non-vegetative item which cannot fit in a can, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture and shall not be commingled with Vegetative Waste. Unless it is in a Container, there is a 350-lb. weight limit for any item of Bulk Waste.
8. **COLLECTION** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Waste, Vegetative Waste, White Goods, Electronic Devices and/or Recyclable Material is removed and transported to a Designated Facility.
9. **COMMERCIAL** shall mean the Customer class which includes all non-residential purposes (including, but not limited to, commercial, industrial, institutional and mixed residential/commercial, governmental, civic, etc.) and Multi-Family Units designated as Commercial by the District.
10. **COMMERCIAL CAN** shall mean one (1) ninety-six (96) gallon (nominal) commercial grade wheeled cart. These cans are designed for holding or containing Recycling, Garbage and/or Trash. A Commercial Can shall be provided to the business or institution utilizing Commercial Can Collection service by the District.
11. **COMMERCIAL COLLECTION SERVICE** shall mean Collection of Solid Waste and Recyclable Materials by the District for Commercial property and Multi-Family Units designated as Commercial by the District.

12. **COMMERCIAL DISPOSAL COST** shall mean the total or per ton cost of disposal for Garbage, Trash, or Vegetative Waste, etc., including any surcharges, as applicable.
13. **COMMERCIAL RECYCLING COLLECTION SERVICE** shall mean the Collection of Recyclable Materials by the District for Commercial property and Multi-Family Units designated as Commercial by the District.
14. **CONSTRUCTION AND DEMOLITION DEBRIS (C&D)** shall mean materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, fencing and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from a construction site will not automatically cause it to be classified as other than C&D.
15. **CONSUMER** shall mean any person, firm, association, corporation, governmental agency or other entity or organization utilizing the Waste Services, whether or not a Customer. A Consumer, who is not also a Customer, is, by way of example only, a family member, visitor, invitee, client, customer, employee, partner, associate, tenant, etc., of the Customer who is granted permission (impliedly or otherwise) to be on the property of the Customer.
16. **CONTAINER** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle or be a roll off Container. All Containers except roll off Containers must be maintained by the District. "Dumpster" type containers shall be serviced by a front-end-load truck.
17. **CONTAMINATION** shall mean an impairment of a non-recyclable or hazardous material by the introduction or admission of any foreign substance that degrades the quality of the material.
18. **CURBSIDE RESIDENTIAL COLLECTION SERVICE** shall mean the Collection of Solid Waste, Recyclable Materials, Electronic Devices, and Vegetative Waste by the District from all Dwelling Units in the Service Area that are single-family residential units so included on the District's Solid Waste Assessment Roll and other Dwelling Units as are designated by the District as Residential. These other Dwelling Units will generally consist of one to four residential dwelling units in a building or on a defined property. Solid Waste, Recyclables, Electronic Devices, and Vegetative Waste shall be collected at curbside or along the roadway in the area so designated by the District.
19. **CUSTOMER** shall mean the person, firm, association, corporation, government agency or other entity or organization receiving Waste Services from the District and who is liable for the payment for Waste Services and shall abide by all the District 's Policies, rules and regulations. A Customer is typically the fee simple owner of the property receiving and benefitting from the Waste Services. However, in the case where the Customer is not the fee simple owner, the fee simple owner shall also sign the application for Waste Services, acknowledging its approval to the establishment of an account to someone or an entity other than itself, and to the application of these Policies to such account.
20. **DESIGNATED FACILITY** shall mean a County owned disposal, processing, recovery,

recycling or transfer facility, or another facility if specifically designated in writing by the District.

21. **DISPOSAL FACILITY OR COUNTY DISPOSAL FACILITY** shall mean place or places managed or operated by or for the purpose of disposal or processing discarded materials.
22. **DISTRICT** shall mean the Babcock Ranch Community Independent Special District.
23. **DISTRICT POLICIES** shall mean those policies, adopted from time to time by the District, governing the Waste Services to a Property, and the provision of Waste Services to Customers.
24. **DWELLING UNIT** shall mean any type of structure or building unit intended for or capable of being utilized for residential living, other than a licensed Hotel or Motel unit.
25. **ELECTRONIC DEVICES RECYCLING COLLECTION SERVICE** shall mean the collection of electronic devices, i.e. computers, monitors, televisions, cathode ray tubes, VCR and stereo equipment, printers, desktop copiers, scanners, fax machines, microwaves, telephones, and peripherals. Collection of Electronic Devices shall be provided by the District.
26. **GARBAGE** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities. Garbage shall also mean discarded materials and items from Dwelling Units, businesses and institutions unless otherwise defined. Garbage does not mean corrugated cardboard boxes.
27. **GARBAGE CAN** shall mean a cart or wheeled cart provided by the District.
28. **HAZARDOUS WASTE** shall mean any substance, waste or product that is potentially damaging to environmental health because of toxicity, ignitability, corrosivity, chemical reactivity, radioactivity, infectious characteristics, or any other reason.
29. **HOTEL OR MOTEL** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a 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. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2017), or its successor law.
30. **LABOR** shall mean the level of effort related to the assignment of man-hours and skill levels on the average, and includes supplies and equipment required, for the completion of an activity/service, as outlined on the adopted Rate Schedule.
31. **LOT (OR PROPERTY)** shall mean a lot, tract or parcel of land, which is part of a plat which has been lawfully recorded in the plat books in the office of the Clerk of the Circuit Court of Lee or Charlotte County, Florida, and is in compliance with Chapter 177 of the Florida Statutes, or a parcel of land, the deed of which was lawfully recorded in the office of the Clerk in the Circuit Court of the respective county.

- 32. LOT FRONT** shall mean the distance measured along a line between the points of intersection of the side lot lines with the street right-of-way or easement.
- 33. LOT LINE** shall mean a line which designates the boundary of a Lot.
- 34. LOT LINE FRONT** shall mean the lot line which divides the Lot from a street right-of-way or easement.
- 35. LOT LINE SIDE** shall mean any lot line other than a front or rear lot line, dividing said Lot from the neighboring Lot.
- 36. MULTI-FAMILY CUSTOMER** shall mean the Customer class consisting of all apartments, condominiums, cooperatives, quadraplexes, triplexes, duplexes, manufactured homes and mobile homes where designed, arranged, used or capable of use as multiple dwelling units. Generally, the District shall designate Multi-Family Dwelling Units of four or less residential units in a building or on a defined Property as Residential and Multi-Family Dwelling Units of five (5) or more residential units in a building or on a defined Property as Commercial. Notwithstanding the foregoing, the District's designations as to Residential or Commercial shall be at the sole discretion of the District.
- 37. MATERIALS RECYCLING FACILITY (MRF)** shall mean any facilities operated or managed, for the purpose of receiving, sorting, processing, storing, and/or preparing Recyclable Materials for sale, as specifically designated by the District, in writing.
- 38. POLICIES** shall mean the Babcock Ranch Waste Services Policies Manual of the District, adopted by the Board and amended from time to time. Individual parts or sections of the Policies may be referred to singularly as a Policy.
- 39. PROPERTY OWNER** shall mean any person having a legal or equitable interest in real property (regardless of property size), whether or not a Customer or Consumer.
- 40. RATE SCHEDULE** shall mean the Waste Collection Rates and Fees Schedule adopted by the District establishing the Waste Services rates and fees, as well as other charges for the District, as amended from time to time.
- 41. RECYCLABLE MATERIALS OR RECYCLABLES OR RECYCLING** shall mean any material to be collected by the District for recycling at a Materials Recycling Facility. Recyclable Materials include newspapers (including inserts), aluminum cans and clean aluminum foil and pans, plastic containers, glass bottles and jars, corrugated cardboard (6 ft. x 4 ft. x 5 ft. maximum per piece), brown paper bags, magazines, tin and ferrous cans, household dry-cell batteries (no wet-cell batteries), telephone directories, fiberboard, junk mail and office paper and other Solid Waste materials added by the District 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.
- 42. RECYCLING CONTAINER** shall mean a rigid container made of plastic or other suitable substance that is used for the storage of Recyclable Materials prior to Collection.

- 43. RESIDENTIAL CUSTOMER** shall mean the Customer class consisting of Dwelling Units designed, arranged, used or capable of use for residential purposes, including townhouses or other similar-situated single family dwelling units and Multi-Family Dwelling Units designated as Residential by the District.
- 44. RESIDENTIAL RECYCLING COLLECTION SERVICE** shall mean Curbside Residential Recycling Collection Services for Residential Dwelling Units.
- 45. RESIDENTIAL SOLID WASTE ASSESSMENTS** shall mean special assessments levied pursuant to the Act and Chapters 170 and 197, Florida Statutes, on developed single family residential properties and Multi-Family Dwelling Units designated by the District as Residential, within the Service Area specifically benefitted by the residential household solid waste and recycling collection services. Such assessments will be collected annually as authorized by the Act and Sections 197.3632 and 197.3635, Florida Statutes on the tax roll and/or as an off-roll assessment, or alternatively, in the District's sole discretion may be collected as otherwise permitted by law.
- 46. RESIDENTIAL SOLID WASTE COLLECTION SERVICE** shall mean Curbside Residential Solid Waste Collection Service for Residential Dwelling Units.
- 47. SERVICE AREA** shall mean all lands within the Charlotte County Portion of the District.
- 48. SERVICE INITIATION** shall mean the start of service date.
- 49. SERVICE ISSUE TAG** shall mean notification that an item is not in compliance with these Policies.
- 50. SOLID WASTE** shall mean Garbage, Trash, Bulk Waste and White Goods discarded as a result of the normal housekeeping activities of a Dwelling Unit, business or institution and shall also include Vegetative Waste or Special Waste.
- 51. SPECIAL COLLECTION** shall mean the Collection of Bulk Waste or White Goods or Vegetative Waste that may require particular or special attention, scheduling, or action by the District.
- 52. SPECIAL SERVICES** shall mean any services requested or required by the Customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those set out in the adopted Rate Schedule.
- 53. SPECIAL WASTE** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste, land clearing debris, and tree limbs and/or trunks greater than 50 pounds per piece. Special Waste may also include items determined by the District in its sole discretion to be reasonably unmanageable or require extraordinary management.
- 54. START OF SERVICE DATE** shall mean when the date service has commenced.



- 55. TARIFF** shall mean an adopted schedule of rates and fees imposed by the District.
- 56. TRASH** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature, which are usual to housekeeping and to the operation of stores, offices, Dwelling Units, institutions, and other business places, but shall not include Vegetative Waste.
- 57. VEGETATIVE WASTE** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub materials, grass clippings, palm fronds, fruit, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards. Natural Christmas trees will be collected as Vegetative Waste provided that any such tree must not be more than 8 feet in length and must be under 50 pounds.
- 58. WASTE SERVICES** shall mean the provision of solid waste, recycling, electronic devices, vegetative waste, bulk waste and white goods collection service.
- 59. WHITE GOODS** shall mean those particular items included as Bulk Waste that are generally referred to as household appliances including but not limited to, stoves, water heaters, air conditioners, heat pumps, refrigerators, ranges and similar items.

### **III. SERVICE POLICIES**

**THE SERVICE POLICIES CONTAINED IN THIS SECTION PROVIDE THE PROCEDURES, RULES AND REGULATIONS FOR THE PROVISION OF WASTE SERVICES TO ALL RESIDENTIAL AND COMMERCIAL PROPERTIES AND CUSTOMERS.**

## **RESIDENTIAL WASTE SERVICES**

- A. ACCESS TO PREMISES:** The duly authorized agents of the District shall have access, at all reasonable hours, to the premises of the Customer for Waste Services. District, in such performance, shall not be liable for trespass. By accepting service from the District, the Customer acknowledges and agrees that the operator of the Waste Services may access the premises to perform the functions, responsibilities, and obligations of the District provided herein.
- B. INITIATION OF SERVICE:** The District shall be provided the name of the property owner, street address and legal description of property to which Waste Services are to be rendered on the Residential Solid Waste and Recycling Services Form.
- C. BILLING:**
- 1. Billing Periods and Payment:**
    - a. Waste Service Assessments will be levied annually on the Tax Roll. Until such assessment is levied for a Property on the District's tax roll, the District will collect the pro-rated amount from the Customer as an off-roll assessment. **It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title.**
    - b. Bills for other Waste Services will be rendered to the extent practicable monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to the service address or other address mutually agreed upon by the District and the Customer.
    - c. Non-receipt of bills by the Customer shall not release or diminish the obligation of the Customer with respect to payment thereof. Customers are responsible for inquiring to the District upon non-receipt of a bill.
    - d. Customer checks shall be processed electronically. By submitting a check for payment, Customer authorizes the District to initiate an electronic debit from Customer's bank or asset account. By processing checks electronically, Customer will not receive a canceled check with their bank account statement. Instead, the bank statement will reflect the check number and payment amount with the District's information listed on the statement, which will serve as valid proof of payment. Customers requiring a copy of their cancelled checks shall include such request in writing when their check is submitted.
    - e. If the District cannot collect the funds electronically, the District may issue a paper draft against Customer's bank or asset account for the amount of the check.
    - f. All other Waste Services will be billed at the rates provided for on the adopted Rate Schedule of the District, as amended from time to time.
  - 2. Delinquent Payments:**
    - a. Waste Service Assessments. **It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the Property which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title.**
      - i. Off-roll assessments are due at the time of closing on the Property or as

otherwise indicated on the bill. Upon the failure of any Property Owner to timely pay all or any part of the annual installment of the Residential Solid Waste Assessment due, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure.

ii. On-roll Assessments.

1. If the Residential Solid Waste Assessment is collected on the tax roll using the Uniform Method, the Residential Solid Waste Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, "Taxes and Assessments"), all of which will appear on the tax bill (also referred to as a "tax notice") issued to each Property Owner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such taxes and assessments – including the Residential Solid Waste Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Residential Solid Waste Assessments.
  2. All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law. Under the Uniform Method, if the Residential Solid Waste Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment and, after that date, the County institutes statutory procedures to collect such Taxes and Assessments through the sale of tax certificates and/or tax deeds. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Residential Solid Waste Assessments), interest, costs and charges on the real property described in the certificate.
- b. Payments for other Waste Services. Payments for other Waste Services are due on the first (1<sup>st</sup>) day of each month and shall be deemed delinquent if not received on or before the twenty-first (21<sup>st</sup>) day of the month. Waste Services may be discontinued to any delinquent account after five (5) days' written notice. Delinquent payments shall accrue interest at the rate as stated in the District Rate Schedule, which shall not exceed the maximum rate permitted by law, from the date of delinquency. If service has been discontinued for any reason, the District shall only accept payment in the form of cashier's check, money order, credit card or cash to restore the Waste Services. There shall be no liability of any kind against the District because of discontinuance of Waste Services to the Customer for failure of the Customer to pay its bills in full and on time.
- c. No partial payment of any bill rendered will be accepted by the District, except by written agreement with District. The District Manager may, but is not obligated to, grant additional payment terms under special circumstances. Payment terms granted to one Customer shall not be precedent for granting the same payment terms to other

Customers.

**3. Returned Check Charge/Bank Draft:**

- a. The District will only accept checks or bank drafts for the payment of fees and other charges, drawn only on United States banks in U.S. currency. Checks shall include the drawer's name and address imprinted on the checks.
- b. The District shall invoke any and all available penalties, service fees, service charges or civil actions, including reasonable attorneys' fees, when checks or bank drafts are dishonored.
- c. The District's receipt of a check or bank draft is considered to be a conditional payment until it is honored by the drawer's bank. If the check or bank draft fails to clear the bank for any reason, it is considered a non-payment. Payment of delinquent accounts by a check failing to clear will result in immediate discontinuance of service at the District's discretion. Upon District's receipt of a dishonored check or bank draft, notice will be sent to the drawer indicating that the drawer has thirty (30) days from receipt of notice to tender payment in cash of the full amount of the check or bank draft, and service charges and/or service fees authorized under Section 68.065, Florida Statutes, as amended from time to time. If payment is not received within thirty (30) days, the District reserves the right to pursue any criminal actions, pursuant to Section 832.07, Florida Statutes, as amended from time to time. In order for the District to recover a portion of the cost for handling dishonored checks or bank drafts, the District may charge the maker of a worthless check or bank draft a service fee that shall be assessed by the District, pursuant to Section 68.065, Florida Statutes, as amended from time to time.

4. **Late Charge.** When a bill is unpaid after the twenty-first (21<sup>st</sup>) day of the month, the District shall impose a late charge on the delinquent amount in accordance with the Rate Schedule.

**5. Adjustment of Bills.**

- a. If a Customer has been undercharged as a result of incorrect application of the Rate Schedule, the undercharged amount may be billed to the Customer and will be payable, provided the District may not bill a Customer for any undercharge in excess of four (4) years from the date the undercharged amount is discovered or determined by the District, unless the Customer knew of the error and did not report it to the District. In its sole discretion, if there is significant balance due, the District Manager may provide the Customer the opportunity for a payment plan. The failure to make payments in accordance with the payment plan will result in the balance being due in full.
- b. If a Customer has been overcharged because of incorrect application of the Rate Schedule, the Customer shall promptly notify the District in writing of such overcharge. No overcharge credit shall be given for any overcharges that occurred more than one-hundred eighty (180) days before the date the Customer provided written notification of the overcharge to the District. The Customer is responsible to carefully review each bill for any billing errors so that billing errors can be promptly corrected. If the Customer disagrees with the District's charge, the District shall review the charge, and determine if it is reasonable. The District may adjust the charge for any such service to an amount that it determines is reasonable and appropriate and consistent with the Rate Schedule.

- c. At the discretion of the District Manager or as delegated to the customer service administrator, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments.

**D. HOURS OF OPERATION:**

1. Scheduled Collection days are limited to Monday, Tuesday, Wednesday, Thursday and Friday. No regularly scheduled Collection is allowed on Saturday and Sunday. Curbside Residential Collection Services shall be provided between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday.
2. The District shall not provide Collection services on any national holidays. When such holidays are recognized on a weekday (i.e. Monday through Friday), the schedule for Collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Friday.

**E. CURBSIDE RESIDENTIAL COLLECTION SERVICES:**

**1. GENERAL CONDITIONS:**

- a. Waste Services are mandatory for all Properties within the District. No Customer shall refuse to receive and/or pay for Waste Services.
- b. No liquids are to be placed in the Cans.
- c. District, in its sole discretion, shall designate the location of the Can for pick up from Customer's premises.
- d. Customers must insure that Can lids are closed at all times.
- e. No animal remains shall be put in any Can.
- f. Cans must be placed with wheels facing away from the street for pickup.

**2. SOLID WASTE:**

**a. General Conditions and Frequency of Service.**

1. The District will provide Curbside Residential Collection Service once every week and no less than every seven (7) days, on a scheduled route basis, as determined by the District, except when the schedule is adjusted for national holidays. The District will initially provide each Customer one (1) District owned sixty-four (64) gallon green wheeled Can with a green lid. The District shall maintain, repair and replace the Can as necessary. The Customer is responsible for any damage caused by Customer.
2. Collection shall include, but is not limited to, one (1) Solid Waste Collection each week, including pick-up of four (4) automobile/light truck tires per year. Cans weighing more than three hundred and fifty (350) lbs. are not serviceable and Customer must dispose of on its own.
3. The District will not service motor oil/filters and lead acid batteries. The Customer must dispose of motor oil/filters and lead acid batteries at the appropriate approved facilities.
4. If a Customer has placed cardboard boxes out for Collection and such boxes do not contain Garbage and have not been flattened, the District shall not collect such boxes with the Garbage but shall leave a Service Issue Tag on the boxes explaining that the boxes should be flattened and placed out for Recycling Collection.
5. C&D resulting from home maintenance and repair will be collected at the curb. Collection of C&D shall be limited to no more than two (2) cubic yards per

Collection per Dwelling Unit provided such C&D is generated from home maintenance or repair projects that do not require a building permit. The C&D material must have been generated from the Dwelling Unit from which it is collected and be placed neatly at the curb in manageable pieces. Small pieces such as tile or roofing material shall be containerized, weighing not more than fifty (50) pounds per container.

6. The Customer must contact customer service for additional services. The District will review all requests to determine if it is able to service such items in its sole discretion. If not, Customer must arrange for the item(s) removal at its own cost.

### 3. **RECYCLING:**

#### a. **General Conditions and Frequency of Service:**

1. The District will provide Residential Recycling Collection Service once every week and no less than every seven (7) days (except when the schedule is adjusted for national holidays), on a scheduled route.
2. The District will collect Recyclables from the Recycling Container, replace the Recycling Container at the same location and place any apparent non-recyclables back in the Customer's Recycling Container along with a Service Issue Tag explaining why the non-recyclables were not collected.
3. The District will initially provide a Customer with one (1) District owned sixty-four (64) gallon recycling Can which shall be green with a yellow lid, clearly labeled to distinguish acceptable recyclable materials. The District will maintain, repair and replace the Can as necessary. The Customer is responsible for any damage caused by Customer.
4. No contamination shall be put into the Recycling Can, e.g. garbage, biohazard, etc.

### 4. **ELECTRONIC DEVICES:**

- a. **General Conditions and Frequency of Service.** This service shall be provided on a day designated by the District. The Customer must provide District with notification of Electronic Devices Collection request forty-eight (48) hours prior to the regular collection day. If Electronic Devices are put out with Solid Waste, the District personnel shall note and place a District approved Service Issue Tag on all Electronic Devices stating, at a minimum, for the Customer to leave it at the curb and it will be collected the next day. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the District (or designee), except when the schedule is adjusted for national holidays.
- b. **Requirements for Electronic Devices Handling and Disposal.** All materials recognized as Electronic Devices shall be removed from the right of way separately from all other solid waste and recyclable materials.

### 5. **VEGETATIVE WASTE:**

#### a. **General Conditions and Frequency of Service.**

1. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Other Vegetative Waste, which is no more than six (6) feet in length and under fifty (50) pounds per item, and placed neatly at the curb in wheeled carts, plastic bags, tied bundles or safely handled pieces, shall be collected with the Solid Waste until a Vegetative Waste route is established.

2. When Vegetative Waste is not prepared properly for Collection, the District shall provide a Service Issue Tag to the Customer to inform them of the problem(s) as to why the Vegetative Waste was not collected and provide information as to how to prepare their materials for Collection.

**6. BULK WASTE:**

**a. General Conditions and Frequency of Service.**

1. The District shall provide Bulk Waste Collection once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the District (or designee), except when the schedule is adjusted for national holidays. The Bulk Waste shall not be picked-up with normal Solid Waste but by a Special Collection pick up, on a designated day determined by the District. Wheeled carts more than three hundred fifty (350) lbs. are not serviceable and Customer must dispose of on its own.
2. Customer must provide notification to the District of Bulk Waste Collection forty-eight (48) hours prior to the regular collection day. If Bulk Waste is put out with Solid Waste collection, District personnel shall place a District approved Service Issue Tag on all Bulk Waste stating, at a minimum, for the Customer to leave it at the curb and it will be collected the next day. Special Collections shall be scheduled and performed no later than the second working day following a request for such pickup or observation of a Bulk Waste item by the District's personnel.

- b. Acceptable Materials.** Acceptable Bulk Waste materials shall include, but are not limited to, oversize household Solid Waste (except White Goods), furniture, mattresses, carpet, and incidental building materials (up to two cubic yards per Dwelling Unit per Collection) from household activities not requiring a building permit. Bulk Waste does not include automotive vehicles or boats, major vehicle components or liquid waste.

**7. WHITE GOODS:**

- a. General Conditions and Frequency of Service.** The District shall provide Collection of White Goods once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the District (or designee), except when the schedule is adjusted for national holidays.
- b. Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed from the right-of-way separately from all other Solid Waste and Recyclable Materials. The Customer must notify the District forty-eight (48) hours prior to the regular collection day. Special Collections shall be scheduled and performed no later than the second working day following a request for such pickup or observation of a White Good item by the District's personnel. There shall be a weight limit for any White Good item. Customer is responsible for disposal of all items over 350 lbs.

**F. BIOHAZARDOUS WASTE:**

All hazardous materials, biohazardous and biomedical shall be disposed of by Customer at a designated facility.

**G. ACCESSIBILITY FOR CURBSIDE COLLECTION SERVICE:**

1. All Solid Waste, other than Bulk Waste, Recyclables, and Electronic Devices to be collected shall be in a Can and shall be placed within six (6) feet of the curb, paved surface of the



public road, closest accessible public or private right-of-way, or other such location designated by the District that will provide safe and efficient accessibility to the District's Collection crew and vehicle.

2. The District will collect the approved number of Cans provided by the District to accommodate Collection.
3. If the District cannot access the Cans due to location of Cans and/or obstructions by the Cans, the District will not provide Waste Services.
4. If Customer is identified and approved by the District as physically unable to deliver Solid Waste and Recyclables to the Collection location, the Waste will be placed outside the dwelling, near the garage door or side door, for Collection. The District will not charge for this service. New requests for disability exemptions received by the District shall be referred to the District Manager for investigation and Customer may be required to provide acceptable documentation of such disability. If approved for this service, the District Manager will notify the District to start the service on the next regularly scheduled Collection day. If the District has reason to believe this service is no longer required, the District shall investigate and determine whether the service is to be continued or discontinued.

## **COMMERCIAL WASTE SERVICES**

- A. Waste Services are mandatory for all Properties within the District. No Customer shall refuse to receive and/or pay for Waste Services.
- B. **ACCESS TO PREMISES:** The duly authorized agents of the District shall have access at all reasonable hours to the premises of the Customer for Waste Services. District in such performance, shall not be liable for trespass. By accepting service from the District, the Customer acknowledges and agrees that the operator of the Waste Services may access the premises to perform the function, responsibilities, and obligations of the District provided herein.
- C. **INITIATION OF SERVICE:** The District shall be furnished the correct name of the Customer, property owner, street address and billing address for the property/business to which Waste Services are to be rendered and indicate on the application the quantity and size of the service being requested. The District has the right, in its sole discretion, to determine the adequate size and type of service requested by Customer. The District will calculate all fees due and return a quote to the Customer for final approval and payment. Any change in service shall be provided to District within thirty (30) days prior to the requested change date.
- D. **DISCONTINUANCE OF SERVICE:** A Discontinuance of Service Form must be provided to the District thirty (30) days in advance of discontinuance of service. Billing will be prorated to last day of service.
- E. **BILLING:**
1. **Billing Periods and Payment.**
    4. Bills will be rendered to the extent practicable monthly. Bills are due when rendered and shall be considered as received by Customer when delivered or mailed to Customer's address or some other place mutually agreed upon by the District and the Customer.
    5. Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof. Customers are responsible for inquiring to the District upon non-receipt of a bill.
    6. Customer checks shall be processed electronically. By submitting a check for payment, Customer authorizes the District to initiate an electronic debit from Customer's bank or asset account. By processing checks electronically, Customer will not receive a canceled check with their bank account statement. Instead, the bank statement will reflect the check number and payment amount with the District's information listed on the statement, which will serve as valid proof of payment. Customers requiring a copy of cancelled checks shall include such request in writing when their check is submitted.
    7. All services will be billed at the rates provided for on the adopted Rate Schedule of the District, as amended from time to time.
  2. **Delinquent Payments:**
    - a. Payments are due on the first (1<sup>st</sup>) day of each month and shall be deemed delinquent

if not received on or before the twenty-first (21<sup>st</sup>) day of the month. Waste Services may be discontinued to any delinquent account after five (5) days' written notice. Delinquent payments shall accrue interest at the rate as stated in the District Rate Schedule, which shall not exceed the maximum rate permitted by law, from the date of delinquency. If service has been discontinued for any reason, the District shall only accept payment in the form of cashier's check, money order, credit card or cash to restore the Waste Service. There shall be no liability of any kind against the District because of discontinuance of service to the Customer for failure of the Customer to pay the bills in full and on time.

- b. No partial payment of any bill rendered will be accepted by the District, except by written agreement with District. The District Manager may, but is not obligated to, grant additional payment terms under special circumstances. Payment terms grants to one Customer shall not be precedent for granting the same payment terms to other Customers.

### **3. Returned Check Charge/Bank Draft:**

- a. It is District policy to only accept checks or bank drafts for the payment of fees and other charges, drawn only on United States banks in U.S. currency. Checks shall include the drawer's name and address imprinted on the checks.
- b. The District shall invoke any and all available penalties, service fees, service charges or civil actions, including reasonable attorneys' fees, when checks or bank drafts are dishonored.
- c. The District's receipt of a check or bank draft is a conditional payment until it is honored by the drawer's bank. If the check or bank draft fails to clear the bank for any reason, it is considered a non-payment. Payment of delinquent accounts by a check failing to clear will result in immediate discontinuance of service at the District's discretion. Upon District's receipt of a dishonored check or bank draft, notice will be sent to the drawer indicating that the drawer has thirty (30) days from receipt of notice to tender payment in cash of the full amount of the check or bank draft, and service charges and/or service fees authorized under Section 68.065, Florida Statutes, as amended from time to time. If payment is not received within thirty (30) days, the District reserves the right to pursue any criminal actions, pursuant to Section 832.07, Florida Statutes, as amended from time to time. In order for the District to recover a portion of the cost for handling dishonored checks or bank drafts, the District may charge the maker of a worthless check or bank draft a service fee that shall be assessed by the District, pursuant to Section 68.065, Florida Statutes, as amended from time to time.

- 4. Late Charge.** When a Waste Services bill is unpaid after the twenty-first (21<sup>st</sup>) day of the month, the District shall impose a late charge on the delinquent amount in accordance with the Rate Schedule.

### **5. Adjustment of Bills.**

- a. If a Customer has been undercharged as a result of incorrect application of the Rate Schedule, the undercharged amount may be billed to the Customer and will be payable, provided the District may not bill a Customer for any undercharge in excess of four (4) years from the date the undercharged amount is discovered or determined by the District, unless the Customer knew of the error and did not report

it to the District. In its sole discretion, if there is significant balance due, the District Manager may provide the Customer the opportunity for a payment plan. The failure to make payments in accordance with the payment plan will result in the balance being due in full.

- b. If a Customer has been overcharged because of incorrect application of the Rate Schedule, the Customer shall promptly notify the District in writing of such overcharge. No overcharge credit shall be given for any overcharges that occurred more than one-hundred eighty (180) days before the date the Customer provided written notification of the overcharge to the District. The Customer is responsible to carefully review each bill for any billing errors so that billing errors can be promptly corrected. If the Customer disagrees with the District's charge, the District shall review the charge, and determine if it is reasonable. The District may adjust the charge for any such service to an amount that it determines is reasonable and appropriate and consistent with the Rate Schedule.
- c. At the discretion of the District Manager or as delegated to the customer service administrator, credits may be applied to accounts based on unusual and extenuating circumstances which shall be explained in the account comments.

#### **F. HOURS OF OPERATION:**

1. Scheduled days of Collection are limited to Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 4:00 am and 10:00 pm. No regularly scheduled Collection is allowed on Saturday and Sunday.
2. The District shall not provide Collection services on any national holidays. When such holidays are recognized on a weekday (i.e. Monday through Friday), the schedule for Solid Waste collection shall be "set back" by one day for the remaining days of the week following the holiday. All scheduled Collection routes shall continue in their normal order with the final day's Collection, for the week, occurring on Friday.

#### **G. COMMERCIAL COLLECTION SERVICES:**

1. **General Conditions and Frequency of Service.** The District shall provide Commercial Solid Waste Collection, Recycling Collection, Electronic Devices Collection, Bulk and White Goods Collection, and disposal service a minimum of once every week and every seven (7) days, unless otherwise required by the District, on a scheduled route basis. All Containers and Cans required for these Collection services shall be provided by the District.

#### **H. RECYCLING:**

1. Recycling Collection Service shall be provided. The Recycling Cans and/or Containers shall be suitable for the location and service and shall approximate the same type of service as is provided for Solid Waste Collection.
2. Generally, when available, ninety-six (96) gallon (nominal) Cans, as approved by the District, with proper labels and of sufficient quantity, shall be provided by the District for properties that use central area Solid Waste Collection service (e.g. Containers). District, at its sole discretion, shall approve type of service and number of Cans and/or Containers required for each Customer. Customer shall be responsible for all damage to the Can and/or Container.
3. Other Containers, such as dumpsters, may also be suitable for some Commercial Customers for Recyclable Collection. This service shall be provided at a minimum

of once every week and every seven (7) days, unless otherwise required by the District, on a scheduled route basis.

4. Licensed food service establishments are to be serviced at a minimum of two (2) times per week.
5. All Commercial Customers must use designated Cans and/or Containers for disposal of Recycling and shall not use public containers for disposal of its Recycling.
6. Cans weighing more than three hundred fifty (350) lbs. are not serviceable and Customer must dispose of on its own.

**I. SOLID WASTE:**

1. Based upon the Customer's needs when service is requested, the District, in its sole discretion, shall determine whether a Can or Container is appropriate, as well as the Container size and/or the number of Cans required for service.
2. This service shall be provided at a minimum of once every week and every seven (7) days, unless otherwise required by the District, on a scheduled route basis.
3. Where applicable, licensed food service establishments are to be serviced a minimum of two (2) times per week.
4. Cans weighing more than three hundred and fifty pounds (350 lbs.) are not serviceable and Customer must dispose of on its own.
5. Customer shall be responsible for all damages to the Can and/or Container.
6. The storage capacity and frequency of Container service shall be established by the District and shall be suitable for the amount of Solid Waste generated by the Customer. The Customer shall insure that Container lids are closed at all times. Commercial Containers shall be maintained in a serviceable, safe, and sanitary condition by the Customer. Upon written request of Customer, District may sanitize or deodorize the Containers for an additional charge according to the adopted Rate Schedule. Gates for enclosures shall be opened and closed by District personnel for an additional charge according to adopted Rate Schedule regardless of whether or not the Customer opens or closes the gate.
7. No enclosure shall be around the Container or Cans unless first approved by the District in writing.
8. There shall be no weight limit to Container service.
9. No White Goods shall be disposed of in a Container.
10. All Commercial locations must use District provided Cans and/or Containers for disposal of waste and shall not use public containers for disposal of its garbage.
11. All Customer's waste must be deposited into the Cans and/or Containers. The District may refuse to pick up Solid Waste if it is not deposited into the Cans and/or Containers. Any Solid Waste left outside the Can and/or Container will the responsibility of the Customer to dispose of. No Bulk Waste shall be deposited outside the Container.

**I. ELECTRONIC DEVICES:** The District shall collect Electronic Devices from one or more central locations on the Customer's property as designated by the District. Customer must notify District that Electronic Devices are available for collection. The District shall schedule and collect Electronic Devices within seven (7) days of such notification.

**J. BULK WASTE:** The District shall provide Bulk Waste Collection on a regular basis as established by the District. There is no weight limit of Bulk Waste in Containers. Bulk Waste may

not exceed three hundred fifty (350) pounds in Cans.

**K. WHITE GOODS:**

1. **General Conditions and Frequency of Service.** The District shall provide Collection of White Goods to all Commercial Customers. White Goods shall be placed outside the Can and/or Container and collection shall be no less than once (1) per week as designated by the District. Special Collections shall be scheduled and performed no later than the second (2<sup>nd</sup>) working day following a request for such pickup or observation of a White Good item by the District 's personnel. There shall be a weight limit for any White Good item. Customer is responsible for disposal of all items over 350 lbs.
2. **Requirements for White Goods Handling and Disposal.** All materials recognized as White Goods shall be removed from the right-of-way separately from all other Solid Waste and Recyclable Materials. This service shall be provided on a day designated by the District. Notification of White Goods Collection must be made forty-eight (48) hours prior to the regular collection day by the Customer. If put out with regular waste collection District personnel shall note and place a District approved Service Issue Tag on all White Goods stating, at a minimum, for the Customer to leave it at the curb and it will be collected the next day. This service shall be provided once every week and no less than every seven (7) days, on a scheduled route basis, as approved by the District (or designee).

**L. VEGETATIVE WASTE:** There will be no Vegetative Waste service for Commercial Customers.

**M. BIOHAZARDOUS WASTE:** All hazardous materials, biohazardous and biomedical shall be disposed of by Customer at a designated facility.

**COMMUNITY PARK WASTE SERVICES**

**A. PROVISION OF SERVICES:** Community park (“Community Park”) Waste service Can collection shall be provided in the common areas of Sunset Park, District right of way areas, Founder’s Square and other such recreational common areas as identified by the District Manager.

**B. BILLING:** Owners of Community Park areas shall be invoiced monthly for the Community Park Waste Services in such amounts as provided in the adopted Rate Schedule.