

**ORDINANCE NO. 2011 – 04**

**AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ESTABLISHING SOLID WASTE FLOW CONTROL PURSUANT TO SECTION 403.713, FLORIDA STATUTES AND SECTION 4.3 OF THE INTERLOCAL AGREEMENT DATED DECEMBER 31, 2010 BY AND BETWEEN THE CONTRACT COMMUNITIES AND BROWARD COUNTY, FLORIDA, PROVIDING FOR THE BROWARD SOLID WASTE DISPOSAL DISTRICT; DIRECTING THE DELIVERY OF ALL SOLID WASTE GENERATED WITHIN THE TOWN OF SOUTHWEST RANCHES TO THE RESOURCE RECOVERY SYSTEM DESCRIBED HEREIN; RELINQUISHING TITLE TO SOLID WASTE COLLECTED OR GENERATED WITHIN THE TOWN OF SOUTHWEST RANCHES UPON DELIVERY OF SUCH SOLID WASTE TO SAID RESOURCE RECOVERY SYSTEM; PROVIDING FOR INCLUSION IN THE TOWN'S CODE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, because of the low elevation and high ground water level of Broward County, Florida (the "County"), disposal of solid waste through means other than landfills has been encouraged; and

**WHEREAS**, the Legislature of the State of Florida has discouraged the dumping or burying of solid waste matter and the use of sanitary landfills as the sole method of disposal of solid waste; and

**WHEREAS**, because of environmental concerns with utilizing landfilling as the sole method of disposal of solid waste generated by the residents and visitors of the County, certain municipalities within the county and the COUNTY have sought a joint solution to such concerns; and

**WHEREAS**, Section 403.713, Florida Statutes, provides that (a.) "any local government that undertakes resource recovery from solid waste pursuant to general law or special act may control the collection and disposal of solid waste, as defined by general law or such special act, which is generated within the territorial boundaries of such local government and other local governments which enter into interlocal agreements for the disposal of solid waste with the local government sponsoring the resource recovery" ...facilities, (b) "any local government which undertakes resource recovery of solid waste pursuant to general law or special act may institute a flow

control ordinance for the purpose of ensuring that the resource recovery facility receives an adequate quantity of solid waste from solid waste generated within its jurisdiction," and (c) "such solid waste will not include recovered materials, whether separated at the point of generation or after collection, that are intended to be held for purposes of recycling... however, the handling of such materials shall be subject to applicable state and local public health and safety laws;" and

**WHEREAS**, consistent with Chapter 403, Part IV, Florida Statutes, and in furtherance of addressing the problems created by the disposal of solid waste, certain municipalities within the County (the "Contract Communities") have entered into an Interlocal Agreement (the "Interlocal Agreement"), which provides for, among other things, the disposal of solid waste generated within the CONTRACT COMMUNITIES and the unincorporated area of the County; and

**WHEREAS**, Section 4.3(a) of the Interlocal Agreement provides that each Contract Community and the County shall enact a waste flow control ordinance pursuant to Section 403.713 of the Florida Statutes directing that solid waste generated within each Contract Community and the unincorporated area of the County be delivered to the designated Resource Recovery System transfer or disposal facility or facilities except for solid waste which is to be transported outside the State of Florida; and

**WHEREAS**, each Contract Community and the County further agreed in the Interlocal Agreement to include in any contract arrangements with haulers including any agreements, licenses, permits or franchises a provision that all solid waste shall be delivered to the Resource Recovery System facilities designated in the Plan of Operations developed pursuant to the Interlocal Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:**

**Section 1.** Findings. The foregoing "WHEREAS" clauses are true and correct and are hereby ratified and confirmed by the Town Council.

**Section 2.** Definitions. For the purpose of this Ordinance, the definitions contained in the Interlocal Agreement dated December 31, 2010 shall apply unless otherwise specifically stated in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

- (a) Contract Communities. The term "Contract Communities" shall refer to the municipal corporation or corporations existing under the laws of the State of Florida located within the county that from time to time enter into the Interlocal Agreement.
- (b) County. The term "County" shall mean depending upon the context, either (a) the geographical area contained within unincorporated Broward County, Florida, a political subdivision of the State of Florida, or (b) the government of Broward County, acting through the County Commission or its designee.
- (c) District. The term "District" shall mean the Broward Solid Waste Disposal District formed pursuant to the Interlocal Agreement and state law. The geographic boundaries of the DISTRICT shall be coterminous with the geographic boundaries of the CONTRACT COMMUNITIES that have executed this Agreement and unincorporated Broward County.
- (d) Haulers. The term "haulers" shall mean those persons, firms or corporations or governmental agencies which collect solid waste (either under oral or written contract, license, permit or otherwise) within the geographic boundaries of the CONTRACT COMMUNITY(IES) or the unincorporated County, or provide for the transportation or delivery of such solid waste to facilities inside or outside the District.
- (e) Interlocal Agreement. The term "Interlocal Agreement" shall refer to that certain Interlocal Agreement dated December 31, 2010, by and among the County and the Contract Communities, providing for the Broward Solid Waste Disposal District, as amended or supplemented from time to time pursuant to the provisions of the Interlocal Agreement.
- (f) Resource Recovery System. The term "resource recovery system" shall refer to the resource recovery facilities which are constructed, operated, and maintained pursuant to the Interlocal Agreement.
- (g) Solid Waste. The term "solid waste" shall have the meaning set forth in Chapter 403, Part IV, Florida Statutes.

**Section 3. Waste Flow Control.**

- (a) It is the purpose of this Ordinance to require all inhabitants and persons within the Town of Southwest Ranches, Florida, to use exclusively the Resource Recovery System identified in the Interlocal Agreement for the disposal of all solid waste generated within the Town of Southwest Ranches. This Ordinance is intended to ensure that the Resource Recovery System receives an adequate quantity of

solid waste from the solid waste generated within the boundaries of the Town of Southwest Ranches.

(b)The Town of Southwest Ranches hereby directs that all solid waste generated within its geographic boundaries be delivered to the Resource Recovery System facilities designated in the Plan of Operations under the Interlocal Agreement. Further, the Town of Southwest Ranches hereby relinquishes any and all title and interest in such solid waste upon delivery of such solid waste to the Resource Recovery System facilities designated in said Plan of Operations.

(c) Waste generated in the Town of Southwest Ranches is not subject to the requirements in paragraph (b) if it is shown to be destined for disposal or recycling at any facility located outside the State of Florida. To make such a showing, a hauler shall execute a form approved by the Broward Resource Recovery Board and the form shall be delivered to the Broward Solid Waste Disposal District. In the form, the hauler shall recite facts which demonstrate the solid waste shall be transported and disposed outside the State of Florida.

(d) The Town of Southwest Ranches shall conform the terms and conditions of any agreement that it may have with a hauler of solid waste to the terms and conditions of the Interlocal Agreement.

(e) Nothing herein shall be read or construed to discourage or prohibit either voluntary or locally ordained programs segregating new or used materials at the point of generation for reuse or recycling.

**Section 4. Inclusion in the Code.** This Ordinance shall be codified and included as part of the Town's Code of Ordinances. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 5. Conflicts.** All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

**Section 6. Severability.** If any word, phrase, clause, sentence or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

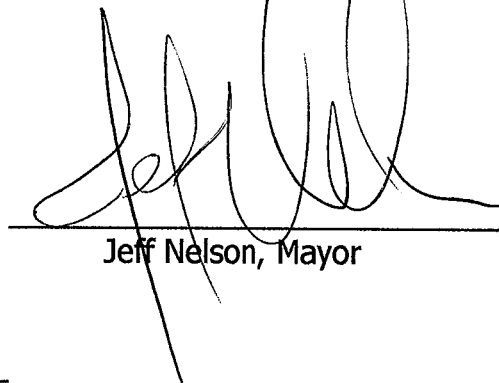
**Section 7. Effective Date.** This Ordinance shall be effective immediately upon its adoption.

**PASSED ON FIRST READING** this 16<sup>th</sup> day of November, 2010 on a motion made by Council Member Jablonski and seconded by Vice Mayor Fisikelli.

**PASSED AND ADOPTED ON SECOND READING** this 8<sup>th</sup> day of December, 2010, on a motion made by Council Member Jablonski and seconded by Council Member McKay.

Nelson	<u>AYE</u>
Fisikelli	<u>NO</u>
Breitkreuz	<u>AYE</u>
Jablonski	<u>AYE</u>
McKay	<u>NO</u>

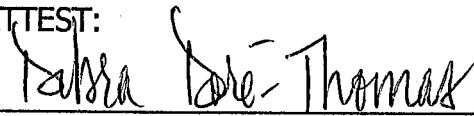
Ayes	<u>3</u>
Nays	<u>2</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



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Jeff Nelson, Mayor

ATTEST:



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Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



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Keith M. Poliakoff, Town Attorney  
ACTIVE: 3142334\_1