

CITY OF MARGATE, FLORIDA

ORDINANCE NO. 2018-10

ORDINANCE OF THE CITY OF MARGATE, FLORIDA; AMENDING ORDINANCE 2015-6 TO APPROVE AN AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION SERVICES WITH WASTE MANAGEMENT, INC. OF FLORIDA, RELATING TO THE PROVISIONS OF THE AGREEMENT FOR BULK WASTE AND YARD WASTE COLLECTION SERVICES; APPROVING A RATE ADJUSTMENT FOR THE AMENDED BULK WASTE AND YARD WASTE COLLECTION SERVICES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY'S CODE OF ORDINANCES BY REFERENCE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 4, 2015, the City Commission adopted Ordinance 2015-6, which approved an exclusive Franchise Agreement for Solid Waste and Recycling Collection Services with Waste Management, Inc., of Florida; and,

WHEREAS, the parties desire to enter into an Amendment to Franchise Agreement for Solid Waste and Recycling Collection Services to amend the provisions relating to the collection of yard waste and bulk waste.

WHEREAS, the City Commission desires to utilize the Citizen Project Initiative fund to provide for funding the first fiscal year ending September 30, 2019, with City notice to Waste Management and the 1st week of June 2019 and opportunity to negotiate extensions of these additional services and to thereafter, revise the rate schedule for the services accordingly.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: The aforementioned "WHEREAS" clauses are hereby ratified by the City Commission and incorporated herein.

SECTION 2: That the City Commission of the City of Margate hereby approves the Amendment to the Franchise Agreement for Solid Waste and Recycling Collection Services

1 with Waste Management, Inc. of Florida, a copy of which is
2 attached hereto as Exhibit "A", and authorizes the execution
3 thereof, and approves the revised rate schedule attached
4 hereto as Exhibit "B".

5
6 Section 3: All ordinances or parts of ordinances in
7 conflict herewith are and the same is hereby repealed to the
8 extent of such conflict.

9
10 Section 4: If any section, sentence, clause, or
11 phrase of this ordinance is held to be invalid or
12 unconstitutional by a court of competent jurisdiction, then
13 said holding shall in no way affect the validity of the
14 remaining portions of this ordinance.

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16 Section 5: It is the intention of the City Commission
17 that the provisions of this ordinance shall become and be made
18 a part of the City of Margate Code by reference.

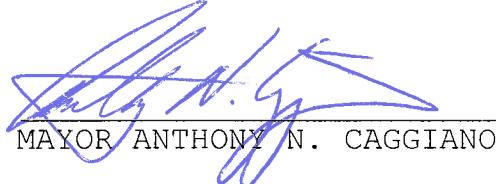
19
20 Section 6: This ordinance shall become effective
21 immediately upon adoption at its second reading.

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25 PASSED ON FIRST READING THIS 5th day of DECEMBER 2018.

26 PASSED ON SECOND READING THIS 12th day of DECEMBER 2018.

27 ATTEST:

28
29
30 JOSEPH KAVANAGH
31 CITY CLERK



MAYOR ANTHONY N. CAGGIANO

32 RECORD OF VOTE - 1ST READING RECORD OF VOTE - 2ND READING

33
34 Simone NO
35 Arserio YES
36 Schwartz YES
37 Ruzzano YES
38 Caggiano YES

39
40 Simone NO
 Arserio YES
 Schwartz YES
 Ruzzano YES
 Caggiano YES

1 EXHIBIT "A"
2 AMENDMENT TO FRANCHISE AGREEMENT FOR SOLID WASTE
3 AND RECYCLING COLLECTON SERVICES
4

**AMENDMENT TO
FRANCHISE AGREEMENT FOR SOLID WASTE AND RECYCLING
COLLECTION SERVICES**

THIS AMENDMENT to Franchise Agreement for Solid Waste And Recycling Collection Services is made this 12th day of December 2018, by and between the CITY OF MARGATE, a municipal corporation, ("City") and WASTE MANAGEMENT INC. OF FLORIDA, a Florida corporation ("Contractor").

WITNESSETH

WHEREAS, the parties desire to amend and modify that certain Franchise Agreement for Solid Waste And Recycling Collection Services between the City and Contractor executed by the City on November 4, 2015, (the "Franchise Agreement") ; and

WHEREAS, the parties have determined that such amendment is in their respective best interests.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Capitalized Terms and Headings.** All capitalized terms herein shall have the meanings attributed to them in the Franchise Agreement unless indicated otherwise or unless the text requires otherwise. Headings used herein are for the convenience of the parties and shall not be used to interpret, modify, expand, decrease, or otherwise explain the text. Additions are shown as underline and deletions are shown as ~~strikethrough~~.

2. **Definitions.**

Section 1 is amended as follows:

1.17. Commingle shall mean Bulk Waste and Yard Waste that is placed at the curb together in a single pile.

Remainder of definitions to increase by 1.

3. **Bulk Waste Collection Service From Multifamily Solid Waste Customers.**

Sections 7.3.2, 7.3.4 and 7.3.5 are amended as follows:

7.3.1. Customers to Receive Service

All Residential Solid Waste Customers and Multifamily Solid Waste Customers shall receive Bulk Waste Collection service from the Contractor. Additionally, the Contractor shall make Supplemental Bulk Waste Collection available to all Customers (Residential, Multifamily, and Commercial).

7.3.2 Materials to Be Collected

Contractor shall collect all Bulk Waste as defined in this Agreement. Contractor shall not be responsible for collecting Construction and Demolition Debris, Contractor Generated Waste, Land Clearing Debris, Yard Waste ~~Yard Waste~~, or Solid Waste with this Waste Stream. Yard Waste may be commingled with Bulk Waste for collection. The Contractor shall also not be required to collect any materials which the Designated Facility for Bulk Waste does not accept.

For Residential Solid Waste Customers, there shall be no limit to the volume of Bulk Waste Collected on each Scheduled Collection Day; however, Contractor shall only be responsible for Collection of Bulk Waste generated at the Dwelling Unit. Contractor and Customer may arrange for a Supplemental Collection, at the rate specified in this Agreement, for the Collection of Bulk Waste on a day that is not a Scheduled Collection Day unless it is a Legitimate Missed Pickup.

For Multifamily Solid Waste Customers, there shall be no limit to the volume of Bulk Waste Collected on each Scheduled Collection Day; however, Contractor shall only be responsible for collecting Bulk Waste generated by the residents of the community. During the months of December and January the Contractor shall also collect Holiday Trees placed out by Multifamily Customers with Bulk Waste.

7.3.4 Level of Service

Bulk Waste shall be collected one (1) time per calendar month week pursuant to a schedule mutually accepted by the City and Contractor. For Residential Solid Waste Customers, the collection day shall coincide with the Customer's second Scheduled Collection Day for Solid Waste during the first full week of each month. For Multifamily Solid Waste Customers, the collection day shall coincide with the Scheduled Collection Day for Bulk Waste of the surrounding Residential Solid Waste Customers.

7.3.5 Proper Placement of Bulk Waste

Residential Solid Waste Customers shall place their Bulk Waste Curbside by 7:00 a.m. on their Scheduled Collection Day. Multifamily Solid Waste Customers shall reach a mutual agreement with the Contractor on a location where Bulk Waste shall be placed for Collection. Any such locations shall comply with the City of Margate Code of Ordinances. Glass items shall be enclosed and sealed in a sturdy container and marked as glass. Holiday Trees, for Multifamily Customers, must be free from any lights, wiring, ornaments, etc. Multifamily Solid Waste Customers shall not place Garbage, Trash, Construction and Demolition Debris, Tires, Yard Waste, or Unacceptable Waste with this waste stream.

3. **Commingled Waste Collection Service.** Sections 7.4.2 and 7.4.5 are amended as follows:

7.4.1. Customers to Receive Service

All Residential Solid Waste Customers shall receive Commingled Yard Waste Collection service from the Contractor.

7.4.2 Materials to Be Collected

Contractor shall collect all Yard Commingled Waste as defined in this Agreement. There shall be no limit to the volume of Commingled Yard Waste per Collection. Contractor shall not collect Contractor Generated Waste, Land Clearing Debris, Bulk Waste, Recyclable Materials, Solid Waste, or Unacceptable Waste with this Waste Stream.

7.4.4. Level of Service

Commingled Yard Waste shall be collected one (1) time per week. The collection day shall coincide with the Residential Solid Waste Customer's first Scheduled Collection Day for Solid Waste each week.

7.4.5 Proper Placement of Commingled Waste

Customers shall place their Commingled Waste Curbside by 7:00 a.m. on their Scheduled Collection Day. Customers shall place leaves and clippings in clear plastic bags or Garbage Cans but shall not be required to bundle, bag, or containerize tree limbs. Holiday Trees must be free from any lights, wiring, ornaments, decorations, etc. Customers shall not place, and Contractor shall not Collect, Garbage, Trash, Recyclable Materials, Bulk Waste, or any other type of waste with this Waste Stream.

4. **Disposal Fee Refund.** Section 21.1.2 is amended as follows:

21.1.2 Disposal Fee Refund

The Tipping Fees paid to the Contractor for Solid Waste, Bulk Waste, and Yard Waste for waste generated by Residential Solid Waste Customers are to be considered unearned revenue. As such, at the end of each Contract Year the Contractor shall refund the City any funds paid to the Contractor that are in excess of the Tipping Fees paid by the Contractor for Solid Waste, Bulk Waste, and Yard Waste in the aggregate collected from Residential Solid Waste Customers. However, the Contractor shall not be entitled to any additional payment from the City, or its residents, if the Tipping Fees paid by the Contractor exceed the Contractor's receipts for disposal of Solid Waste, Bulk Waste, and Yard Waste collected from Residential Solid Waste Customers. The refund(s), if any, shall be calculated as follows:

The refund for all Waste Streams shall be calculated by subtracting the Tipping Fees paid by the Contractor in the aggregate for each all Waste Streams collected from Residential Solid Waste Customers from the disposal fees received by the Contractor for the disposal of those Waste Streams in the aggregate. For example, if in the first a Contract Year the Contractor received \$750,000 for the disposal of Solid Waste, Yard Waste and Bulk Waste in the aggregate from Residential Solid Waste Customers but only paid \$650,000 in Tipping Fees for Solid these Waste Streams in the aggregate collected from Residential Solid Waste Customers, the Contractor would refund the difference of \$100,000 to the City. The same calculation shall also be made for Bulk Waste and Yard Waste.

5. Exhibit 2 is replaced with new Exhibit 2 attached and incorporated herein.
6. City shall have the right to cancel October 1, 2019, but agrees to open negotiation in June 2019 to discuss extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective duly authorized officers or representatives.

Attest:

City Clerk

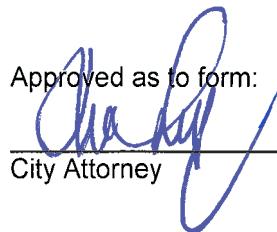
Joseph J. Kavanagh

City of Margate

By: *Linda J. Hyatt*
Mayor

By: *John G. G.*
City Manager

Approved as to form:



City Attorney

Attest:

Waste Management Inc. of Florida

By: _____

Title: _____

Attest:

RONALD M. KAPLAN, ASST. SEC.

Waste Management Inc. of Florida

By:

James F. Lambros

Title: Vice President

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EXHIBIT "B"
REVISED RATE SCHEDULE

Exhibit 2

Waste Management City of Margate - Rates for Collection Services Effective October 1, 2018							Monthly to Weekly Bulk Conversion Adjustment**	
DISPOSAL RATE/TON:	Gen Factor	Existing	New	Diff			New Gen Factor	New Disposal
Solid Waste	1.00	\$ 43.98	\$ 45.02	\$ 1.04			1.035 ⁽¹⁾	\$ 3.88
Yardwaste	0.27	\$ 28.63	\$ 29.31	\$ 0.68			n/a	n/a
Bulk	0.12	\$ 34.99	\$ 35.82	\$ 0.83			0.600 ⁽²⁾	\$ 1.79
CPI: All Urban Consumers - Miami/Ft. Laud/West Palm		CPI Change =	4.00%				1.635	
June 2017 to June 2018 NTE 4%								

	Current Rate	Increase/Decrease		New Rate	**Adjust	New Rate
		CPI	Disp			
Residential Per Unit:						
Collection - Solid Waste	\$ 7.29	\$ 0.29		\$ 7.58		\$ 7.58
Disposal - Solid Waste	\$ 3.67		\$ 0.08	\$ 3.75	\$ 0.13 ⁽¹⁾	\$ 3.88
Collection - YW/Bulk	\$ 5.13	\$ 0.21		\$ 5.34		\$ 5.34
Disposal - YW/Bulk	\$ 0.99		\$ 0.03	\$ 1.02	\$ 0.77 ⁽²⁾	\$ 1.79
	\$ 17.08	\$ 0.50	\$ 0.11	\$ 17.69	\$ 0.90	\$ 18.59
Single Family Recycling Collection	\$ 3.06	\$ 0.12	n/a	\$ 3.18		\$ 3.18
Recycling Rewards Program	\$ -	\$ -	Program Ended	\$ -		\$ -
	\$ 3.06	\$ 0.12		\$ 3.18	\$ -	\$ 3.18
Total Single Family Rate	\$ 20.14	\$ 0.62	\$ 0.11	\$ 20.87	\$ 0.90	\$ 21.77
Multi-Family Recycling Collection	\$ 1.23	\$ 0.05	n/a	\$ 1.28		\$ 1.28
Recycling Rewards Program	\$ -	\$ -	Program Ended	\$ -		\$ -
	\$ 1.23	\$ 0.05		\$ 1.28	\$ -	\$ 1.28
Multi-Family Solid Waste Collection Service*:						
Carts-Collection (2x/Week Service)	\$ 67.35	\$ 2.69		\$ 70.04		\$ 70.04
Disposal	\$ 8.58		\$ 0.20	\$ 8.78		\$ 8.78
	\$ 75.93	\$ 2.69	\$ 0.20	\$ 78.82	\$ -	\$ 78.82
Dumpsters (Non-Compacted) Per Yard	\$ 14.26	\$ 0.57		\$ 14.83		\$ 14.83
Disposal	\$ 1.98		\$ 0.05	\$ 2.03		\$ 2.03
	\$ 16.24	\$ 0.57	\$ 0.05	\$ 16.86	\$ -	\$ 16.86
Dumpsters (Compacted) Per Yard	\$ 17.82	\$ 0.71		\$ 18.53		\$ 18.53
Disposal	\$ 5.94		\$ 0.14	\$ 6.08		\$ 6.08
	\$ 23.76	\$ 0.71	\$ 0.14	\$ 24.61	\$ -	\$ 24.61
Multi-Family Dumpster Rate/Yard Recycling	\$ 8.29	\$ 0.33	n/a	\$ 8.62	\$ -	\$ 8.62

*Includes Monthly Bulk

Exhibit 2

Waste Management City of Margate - Rates for Collection Services Effective October 1, 2018							Monthly to Weekly Bulk Conversion Adjustment**
DISPOSAL RATE/TON:	Gen Factor	Existing	New	Diff	New Gen Factor	New Disposal	
Solid Waste	1.00	\$ 43.98	\$ 45.02	\$ 1.04	1.035	(1) \$ 3.88	
Yardwaste	0.27	\$ 28.63	\$ 29.31	\$ 0.68	n/a	n/a	
Bulk	0.12	\$ 34.99	\$ 35.82	\$ 0.83	0.600	(2) \$ 1.79	
CPI: All Urban Consumers - Miami/Ft. Laud/West Palm June 2017 to June 2018 NTE 4%	CPI Change =		4.00%		1.635		

	Current Rate	Increase/Decrease		New Rate	**Adjust	New Rate
		CPI	Disp			
Commercial Solid Waste Collection Service:						
Carts-Collection (2x/Week Service)	\$ 67.35	\$ 2.69		\$ 70.04		\$ 70.04
Disposal	\$ 10.01		\$ 0.23	\$ 10.24		\$ 10.24
	<u>\$ 77.36</u>	<u>\$ 2.69</u>	<u>\$ 0.23</u>	<u>\$ 80.28</u>	<u>\$ -</u>	<u>\$ 80.28</u>
Dumpsters (Non-Compacted) Per Yard	\$ 14.26	\$ 0.57		\$ 14.83		\$ 14.83
Disposal	\$ 2.31		\$ 0.05	\$ 2.36		\$ 2.36
	<u>\$ 16.57</u>	<u>\$ 0.57</u>	<u>\$ 0.05</u>	<u>\$ 17.19</u>	<u>\$ -</u>	<u>\$ 17.19</u>
Dumpsters (Compacted) Per Yard	\$ 17.82	\$ 0.71		\$ 18.53		\$ 18.53
Disposal	\$ 6.93		\$ 0.16	\$ 7.09		\$ 7.09
	<u>\$ 24.75</u>	<u>\$ 0.71</u>	<u>\$ 0.16</u>	<u>\$ 25.62</u>	<u>\$ -</u>	<u>\$ 25.62</u>
Commercial and Multi-Family Rolloffs:						
Delivery (\$0.00)						
Rolloff cost per pull (plus disposal*)	\$ 202.04	\$ 8.08	*	\$ 210.12	\$ -	\$ 210.12
*Disposal is Based on Weight						

Rates for Additional Services:

<u>Replacement or Additional Residential Garbage and Recycling Carts (One-Time Fee):</u>						
35-Gallon Cart (per cart)	\$ 50.00	n/a	n/a	\$ 50.00	\$ -	\$ 50.00
65-Gallon Cart (per cart)	\$ 50.00	n/a	n/a	\$ 50.00	\$ -	\$ 50.00
95-Gallon Cart (per cart)	\$ 50.00	n/a	n/a	\$ 50.00	\$ -	\$ 50.00
Delivery Fee (if applicable)	\$ -	n/a	n/a	\$ -	\$ -	\$ -
<u>Supplemental Bulk Collections (per yard):</u>						
Collection (incl disposal)	\$ 20.72	\$ 0.83	n/a	\$ 21.55	\$ -	\$ 21.55
<u>Supplemental Solid Waste Collection (per yard):</u>						
Collection (incl disposal)	\$ 20.72	\$ 0.83	n/a	\$ 21.55	\$ -	\$ 21.55
<u>Wastewater Treatment Plant Containers for Waste Material (per yard):</u>						
Disposal	\$ 13.74	\$ 0.55		\$ 14.29	\$ -	\$ 14.29

Disposal pass thru subject to increase or decrease based on percentage change in tipping fees effective 10/1/2018