

CITY OF MARGATE, FLORIDA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF THE CITY OF MARGATE, FLORIDA, REPEALING ALL OF THE CURRENT CHAPTER 19, GARBAGE DISPOSAL AND ADOPTING A NEW CHAPTER 19: SOLIDWASTE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL; PROVIDING FOR DEFINITIONS; PROVIDING FOR RULES, REGULATIONS, ENFORCEMENT, AND PENALTIES; PROVIDING FOR FLOW CONTROL; PROVIDING FOR EXCLUSIVE FRANCHISE FOR COLLECTION SERVICE FOR RESIDENTIAL DWELLING UNITS AND COMMERCIAL ESTABLISHMENTS; PROVIDING FOR NON-EXCLUSIVE FRANCHISE AGREEMENT FOR COLLECTION SERVICE FOR OWNER OCCUPIED MULTIFAMILY COMMUNITIES AND NONRESIDENTIAL NON-MUNICIPAL SOLID WASTE; PROVIDING FOR A COMMERCIAL RECOVERED MATERIALS HAULER REGISTRATION PROGRAM; PROVIDING FOR TERMS AND CONDITIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 19. Garbage Disposal, is hereby repealed and a new Chapter 19 is adopted to read as follows:

Chapter 19 -SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING, AND DISPOSAL

**Section 19-1. - Definitions**

1 When not inconsistent with the context, words used in the present  
2 tense include the future, words in the plural number include the  
3 singular, and words in the singular number include the plural.  
4 The word "shall" is always mandatory and not merely directory.

5 1. "Additional Waste" shall refer to any construction and  
6 demolition debris, tropical storm or hurricane related  
7 debris, Yard Waste, Recyclable Materials, any large  
8 household appliances (commonly referred to as "white  
9 goods") including, without limitation, refrigerators,  
10 stoves, washing machines, drying machines, water heaters  
11 and the like, or other items of bulky waste, but in each  
12 case excluding any unacceptable waste.

13 2. "Bulky Waste" is defined as those non-vegetative,  
14 unprocessed waste items that have not been containerized,  
15 bagged, or bundled, and that may require special handling  
16 and management including, but not limited to, furniture,  
17 white goods, refrigerators, ranges, pool heaters, water  
18 softeners, pianos, washers, dryers, water heaters, and  
19 other similar appliances, bicycles, electronics,  
20 mattresses, household goods, large boxes, barrels,  
21 crates, , equipment, wire and cable, materials resulting  
22 from home improvements, and any and all household goods  
23 that are customary to ordinary housekeeping operations of

1 a residential unit. This waste stream shall not include  
2 Unacceptable Waste or contractor-generated waste but may  
3 include waste capable of being processed and should not  
4 contain Garbage or Yard Waste.

5 3. "Certified Recovered Materials Dealer" shall mean a  
6 dealer certified under Section 403.7046, Florida  
7 Statutes.

8 4. "Collection" shall mean both the process of picking up  
9 waste materials from Dwelling Units and Commercial  
10 Establishments, and the process of transporting and  
11 delivering the waste materials to the appropriate  
12 designated facilities.

13 5. "Commercial Establishments" shall mean the owner,  
14 occupant, tenant, or other Person having control of any  
15 real property, or portions thereof, located in the City  
16 that is used for purposes other than a Dwelling Unit.  
17 Commercial Establishments includes, but is not limited  
18 to, property primarily used for: (a) commercial purposes,  
19 such as hotels, motels, stores, restaurants, business  
20 offices, theaters, service stations, etc.; (b)  
21 institutional purposes, such as governmental offices,  
22 churches, hospitals, schools, etc.; and (c) not-for-

1 profit organizations. Motels, hotels, guest houses, and  
2 Dwelling Units other than single family, Multifamily  
3 Dwelling Units, and Owner Occupied Multifamily Dwelling  
4 Units that are rented or leased for periods of time  
5 shorter than a week shall be considered Commercial  
6 Establishments.

7 6. "Commercial Waste" shall refer to waste, refuse,  
8 Garbage, Trash and rubbish generated within the city,  
9 excepting therefrom residential waste as defined herein  
10 and that is accepted at the Designated Facility , but  
11 shall not include Additional Waste, Recyclable Material  
12 that is Source Separated and, pursuant to the definition  
13 of recovered materials in F.S. 403.7046 such recyclable  
14 materials are limited to paper, plastic, metal, glass,  
15 textile, and rubber products, which are recycled, or  
16 unacceptable waste.

17 7. "Construction and Demolition Debris" or "Construction  
18 Waste" shall mean, as defined in F.A.C. 62-701.200 (25)  
19 as amended from time to time, discarded materials  
20 generally considered to be not water soluble and non-  
21 hazardous in nature, including but not limited to steel,  
22 glass, brick, concrete, asphalt material, pipe, gypsum  
23 wallboard, and lumber, from the construction or

1       destruction of a structure as part of a construction or  
2       demolition project or from the renovation of a structure,  
3       including such debris from construction of structures at  
4       a site remote from the construction or demolition project  
5       site. The term includes rocks, soils, tree remains,  
6       trees, and other vegetative matter which normally results  
7       from land clearing or land development operations for a  
8       construction project; clean cardboard, paper, plastic,  
9       wood, and metal scraps from a construction project; and  
10      de minimis amounts of other nonhazardous wastes that are  
11      generated at construction or demolition projects,  
12      provided such amounts are consistent with the best  
13      management practices of the construction and demolition  
14      industries. Mixing construction and demolition debris  
15      with other types of solid waste will cause it to be  
16      classified as other than construction and demolition  
17      debris.

18      8. "Container" shall mean any receptacle used by Dwelling  
19      Units or Commercial Establishments for the collection of  
20      Garbage, rubbish, Trash, Yard Waste, or Recyclable  
21      Materials. Containers may include Garbage Cans, Garbage  
22      Carts, Recyclables Carts, and Mechanical Containers.

1 9. "Contractor" shall mean that Person, firm, or  
2 corporation designated by the City to provide Garbage and  
3 Trash Collection services and/or Recyclable Materials  
4 Collection service, via a franchise, pursuant to this  
5 article.

6 10. "Curbside" shall mean the area immediately behind the  
7 curb, between the sidewalk and the street, or along the  
8 curblane adjacent to the sidewalk where there is no curb,  
9 where Containers would be easily accessible to Collection  
10 vehicles.

11 11. "Curbside Service" shall mean Collection service in  
12 which Residential Dwelling Units are required to place  
13 their Containers curbside.

14 12. "Designated Facility" shall mean the facility or  
15 facilities designated by the City for the recycling or  
16 disposal of all Garbage, Trash, Bulky Waste, and Source  
17 Separated Recyclable Materials collected pursuant to the  
18 City's exclusive franchise agreement (see Section 19-3)  
19 and/or non-exclusive franchise agreements (see Section  
20 19-4).

21 13. "Dwelling Unit" shall mean any type of structure or  
22 building, or portion thereof, intended for or capable of

1 being utilized for residential occupancy. A Dwelling Unit  
2 includes, at minimum, a room or rooms constituting a  
3 separate, independent living area with a kitchen or  
4 cooking facilities, a separate entrance, and bathroom  
5 facilities, which are physically separated from other  
6 Dwelling Units, whether located in the same structure or  
7 in separate structures.

8 14. "Garbage" shall mean, as defined in F.A.C. 62-701.200  
9 (34) as amended from time to time, all kitchen and table  
10 food waste and animal or vegetative waste that is  
11 attendant with or results from the storage, preparation,  
12 cooking, or handling of food materials.

13 15. "Garbage Can" shall mean any commonly available light  
14 gauge steel or plastic container with a tightly fitting  
15 lid that is intended for use as a container for Garbage,  
16 Trash, and Yard Waste.

17 16. "Garbage Cart" shall mean the Contractor provided  
18 container that has wheels and a lid that is intended to  
19 be used as a container for Garbage and Trash.

20 17. "Fiscal year" shall mean October 1 through September  
21 30.

1 18. "Hauler" shall refer to those persons, firms,  
2 corporations, or governmental agencies responsible (under  
3 either oral or written contract, subcontract or  
4 otherwise) for the collection of solid waste within the  
5 geographic boundaries of the City.

6 19. "Interlocal Agreement" shall refer to that certain  
7 Interlocal Agreement between the City of Margate, Broward  
8 County, and the Participating Communities for Solid Waste  
9 Disposal Support Services..

10 20. "Mechanical Container" shall mean a dumpster, roll-off  
11 Container, compactor, or other large container that is  
12 placed on and removed from a Person's property with  
13 mechanical equipment, and used for the Collection of  
14 Garbage, Trash, or Recyclable Materials or Construction  
15 and Demolition Debris.

16 21. Multifamily Collection Service shall mean, depending on  
17 context, the collection of Solid Waste, Bulk Waste,  
18 and/or Recyclable Materials from Multifamily Recycling  
19 Customers and Multifamily Solid Waste Customers pursuit  
20 to the City's franchise agreement.

21 22. "Multifamily Community" shall mean all Persons  
22 (including the owner, occupant, tenant, or other Person)

1       that receive or should receive Multifamily Collection  
2       Service for the Collection of Garbage and Trash. This  
3       shall include all buildings with five (5) or more  
4       Dwelling Units; buildings in which any portion of a  
5       Dwelling Unit is located on top of any portion of another  
6       Dwelling Unit; rowhomes (where each rowhome does not have  
7       its own private driveway); recreational vehicle parks;  
8       and Dwelling Units in mixed-use buildings that are  
9       located in the Service Area.

10      23. "Nonresidential Non-municipal Solid Waste" shall mean  
11       Construction and Demolition Debris, class III commercial  
12       waste (inert materials), and hazardous waste as defined  
13       by Florida Statute.

14      24. "Owner Occupied Multifamily Community" shall mean a  
15       Multifamily Community in which each Dwelling Unit is  
16       individually owned having a separate folio number for  
17       each Dwelling Unit, which has not opted to be included in  
18       the Collection exclusive franchise agreement as described  
19       in Section 19-3.

20      25. "Person" shall mean any and all persons, natural or  
21       artificial, including any individual, firm or  
22       association, partnership, joint venture or other entity

1 of any kind, type, or description engaging in the conduct  
2 or activity with which this section is concerned.

3 26. Participating Communities shall mean the municipal  
4 corporation or corporations existing under the laws of  
5 the State of Florida, located within Broward County and  
6 whose names appear in Exhibit A of the interlocal  
7 agreement.

8 27. "Recovered Materials" shall mean, per F.S. 403.7046,  
9 metal, paper, glass, plastic, textile, or rubber  
10 materials, that have known recycling potential, can be  
11 feasibly recycled and have been diverted and source  
12 separated or have been removed from the solid waste  
13 stream for sale, use or reuse as raw materials, whether  
14 or not the materials require subsequent processing or  
15 separation from each other, but does not include  
16 materials destined for any use that constitutes disposal.  
17 Recovered materials as described above are not Solid  
18 Waste.

19 28. "Recycling Cart" shall mean the Contractor provided  
20 container that has wheels and a lid that is intended to  
21 be used as a container for Source Separated Recyclable

1 Materials from Single Family Dwelling Units and  
2 Multifamily Communities.

3 29. "Recycling Container" shall mean any Contractor  
4 provided receptacle that is intended to be used as a  
5 Container for Source Separated Recyclable Materials,  
6 which may include Recycling Carts or Mechanical  
7 Containers.

8 30. "Recyclable Materials" shall mean those materials that  
9 are capable of being recycled and which would otherwise  
10 be processed or disposed of as Solid Waste and which are  
11 limited to, per the definition of recovered materials in  
12 F.S. 403.7046; paper, metal, plastic, glass, textile, and  
13 rubber products that are Source Separated as provided by  
14 F.S. 403.7046 et seq. For Residential Dwelling Units,  
15 City facilities, and all other Recyclable Materials for  
16 which the City has control, this definition shall mean  
17 the materials identified in Section 19-10 and any  
18 additional materials as agreed upon between the City and  
19 Contractor. For Commercial Establishments and Owner  
20 Occupied Multifamily Communities, Recyclable Materials  
21 are referred to as "Recovered Materials" and subject to  
22 Collection from Certified Recovered Material Haulers as  
23 describe in Section 19-12. For Residential Dwelling

Units subject to the Collection exclusive franchise described in Section 19-3, the term "Recyclable Materials" shall apply.

31. "Registrant" shall mean a Certified Recovered Materials Dealer who has registered with the city in accordance with the requirements of this chapter.

32. "Residential Dwelling Unit" shall mean any single-family, duplex, triplex, quadplex, and townhouse Dwelling Units, and Multifamily Communities, exclusive of Owner Occupied Multifamily Communities.

33. "Residential Waste" shall refer to waste, refuse, Garbage, Trash and rubbish generated within the city from property zoned for residential use and that is accepted at the Designated Facility, but shall not include Additional Waste, Recyclable Material that is Source Separated and recycled, or Unacceptable Waste.

34. "Severe Weather" shall mean the times when the media and/or the National Weather Service give the following weather notices: high wind advisory, high wind warning, hurricane watch or hurricane warning.

35. "Single Family Dwelling Unit" shall mean any Residential Dwelling Units receiving Curbside Service.

1 36. "Solid Waste" shall have the meaning set forth in F.S.  
2 ch. 403, part IV, as amended from time to time.

3 37. "Solid Waste" shall mean shall mean Garbage, Trash, and  
4 any other waste material that is accepted at the  
5 Designated Facility for Solid Waste. Additional Waste and  
6 Unacceptable Waste shall not be considered Solid Waste.

7 38. "Source Separated" shall mean Recyclable Materials that  
8 are separated from Garbage and Trash at the location  
9 where the recyclable materials are generated. Recyclable  
10 Materials shall not be considered Source Separated if  
11 they are placed in the same Container as Garbage and  
12 Trash. Materials are not considered Source Separated when  
13 such materials contain more than ten percent (10%) Solid  
14 Waste by volume or weight.

15 39. "Trash" shall mean accumulations of paper, magazines,  
16 packaging containers, sweepings, and all other  
17 accumulations of a nature other than Garbage, Yard Waste,  
18 Source Separated Recyclable Materials, and Household  
19 Hazardous Waste, which is usual to the operation of a  
20 residence. Additional Waste and Construction and  
21 Demolition Debris shall not be considered Trash.

1 40. "Unacceptable Waste" shall refer to: (a) hazardous  
2 waste, (b) lead acid batteries, (c) nuclear waste, (d)  
3 radioactive waste, (e) sewage sludge, (f) explosives, (g)  
4 asbestos containing materials, (h) beryllium-containing  
5 waste, (i) nickel cadmium batteries, (j) mercury  
6 containing devices, (k) untreated biomedical waste, (l)  
7 biological waste, (m) appliances containing  
8 chlorofluorocarbons (CFC's) or items of waste that a  
9 company reasonably believes would be likely to pose a  
10 threat to health or safety or the acceptance and disposal  
11 of which may cause damage to the Designated Facility or  
12 that are prohibited by state or federal law.

13 41. "Yard Waste" shall mean all vegetative matter resulting  
14 from landscaping maintenance which is no larger than  
15 eight (8) inches in diameter and no longer than six (6)  
16 feet in length at its longest point. This includes, but  
17 is not limited to, shrub and tree trimmings, grass  
18 clippings, palm fronds, and tree branches. Yard Waste  
19 must be generated by the Dwelling Unit wherein the Yard  
20 Waste is collected.

21 **Sec. 19-2. - Flow control.**

22 19-2.1. Requirements for disposal.

1 A. All inhabitants, businesses, and establishments, and persons  
2 within the city shall exclusively use, the Designated Facility  
3 , as defined within this section, for the disposal of all  
4 commercial and residential solid waste generated within the  
5 city.

6 B. All haulers within the city are hereby required to transport  
7 all commercial and residential solid waste generated within  
8 the city to the Designated Facility as defined within this  
9 section.

10 C. Excepted from subsections A. and B. above, shall be solid  
11 waste generated within the city which is shown to be destined  
12 for transportation to any destination outside the state based  
13 upon a sworn affidavit of a hauler and completion of such  
14 documents and reports as further provided by the  
15 administration of the city.

16 D. Waste hauler(s) shall deliver solid waste to the Designated  
17 Facility pursuant to the requirements contained in the  
18 Interlocal Agreement and such other reasonable requirements  
19 as adopted by the city in conformity with either the city's or  
20 Designated Facility operator's requirements.

21 E. From and after the effective date of this section, each  
22 franchise with a hauler for collection of residential solid

1 waste within the city shall be deemed to have included the  
2 following:

3 (1) Waste hauler(s) obligation to be responsible for  
4 unacceptable waste brought to the Designated Facility ;

5 (2) Waste hauler(s) obligation to indemnify the operators  
6 and provide the operators as additional insured for all  
7 loses for death, personal injury, and property damage  
8 caused by the negligence or intentional misconduct of the  
9 residential waste hauler delivering waste on behalf of the  
10 city;

11 (3) The waste hauler(s) obligation to deliver residential  
12 solid waste only during hours of operation for the  
13 Designated Facility during which the residential waste  
14 hauler shall be authorized to deliver city solid waste to  
15 the north and south facilities by the operators of said  
16 Designated Facility.

17 (4) The waste hauler(s) obligation to deliver residential  
18 solid waste pursuant to such other reasonable requirements  
19 as adopted by the city in conformity with either the city's  
20 or the operator's requirements.

21 19-2.2. Right to inspect and access to vehicles.

1 (a) The city commission finds that the regulation of solid waste  
2 facilities and solid waste haulers are the regulation of a  
3 closely regulated industry as evidenced by other sections of  
4 this chapter, state and federal regulations, and franchises  
5 and permits issued by the city in conformity with F.S. Chs.  
6 166, 180 and 403.

7 (b) When a hauler consents, any authorized representative of the  
8 city or Broward County, may, at any reasonable time enter and  
9 inspect any vehicle collecting or transporting solid waste,  
10 for the purpose of ascertaining the following:

11 (1) Any collection or transportation of solid waste which  
12 may be in violation of this chapter or franchise of the  
13 city.

14 (2) That access may be necessary to conduct a complete  
15 investigation of a possible violation of subsection (1)  
16 above.

17 (c) Any hauler shall allow immediate entry or access to any  
18 authorized agent of the city or Broward County who requests  
19 entry for the purpose of inspection or investigation as above  
20 provided, and who presents appropriate credentials, and such  
21 person shall not obstruct, hamper or interfere with any such  
22 investigations. Such investigations shall only be conducted

1 during hours of operation of the hauler when there is  
2 reasonable cause to believe that a violation of this section  
3 may exist.

4 (d) Activities authorized during inspections provided herein,  
5 shall include, but are not limited to: obtaining copies of  
6 pertinent documents, taking samples and recording any illegal  
7 violations of this section.

8 (e) Refusal to grant immediate entry or access as provided in  
9 subsection (b) shall be a violation of this section.

10 (f) All franchises granted within the city, for the hauling of  
11 solid waste within the city, shall be deemed amended to  
12 provide that each franchisee agrees to the inspections as  
13 provided in this section.

14  
15 **Sec. 19-3. - Exclusive Franchise agreement to provide collection**  
16 **service for Residential Dwelling Units and Commercial**  
17 **Establishments.**

18 (a) The City shall award an exclusive franchise agreement for  
19 the Collection of Residential Waste, Source Separated  
20 Recyclable Materials from Residential Dwelling Units,  
21 Commercial Waste, and City-facility generated Garbage, Trash

1 and Recyclable Materials, within the City to one Hauler  
2 throughout the city, referred to as the Contractor.

3 (b) All services for Residential Dwelling Unit and Commercial  
4 Establishment Collection shall be rendered, billed and charged  
5 pursuant to the exclusive franchise agreement between the City  
6 of Margate and its designated Contractor. A copy of said  
7 franchise is available in the City Clerk's Office.

8 (c) Owner Occupied Multifamily Communities are not presently  
9 included in the exclusive franchise agreement, and may  
10 subscribe to Collection services with Haulers that have been  
11 awarded non-exclusive franchises in the City, as described in  
12 Section 19-4. Owner Occupied Multifamily Communities have the  
13 option to elect to be included in the exclusive franchise.  
14 Owner Occupied Multifamily Communities that elect to be  
15 included in the exclusive franchise agreement shall remain  
16 part of any future exclusive franchise agreements.

17 **Sec. 19-4. - Non-exclusive franchise agreement to provide**  
18 **Collection service for Owner Occupied Multifamily Communities**  
19 **and Nonresidential Non-municipal Solid Waste**

20 (a) Agreement required; application fee. Any Person, company,  
21 firm, partnership, etc., desiring to engage in the business of  
22 collecting Solid Waste within the City for Owner Occupied

1 Multifamily Communities or Nonresidential Non-municipal Solid  
2 Waste, which are not provided for in section 19-3 of this Code  
3 shall, before commencing in or soliciting such business, enter  
4 into a non-exclusive franchise agreement with the City. A  
5 standard form non-exclusive agreement is on file at the City  
6 Clerk Office.

7 (b) Each applicant for a non-exclusive franchise shall submit  
8 with its application a nonrefundable fee of one hundred fifty  
9 dollars (\$150.00), which shall cover necessary costs. Such  
10 agreements shall be renewed annually. Each applicant for  
11 renewal of a non-exclusive franchise shall be in good  
12 standing, provide all required documentation, and submit with  
13 its renewal application a nonrefundable fee of fifty dollars  
14 (\$50), which shall cover necessary costs.

15 (c) Payments for use of public ways. Each Person, company, firm,  
16 partnership, etc., wishing to collect Garbage and Trash in the  
17 City, as allowable via non-exclusive franchise described  
18 herein, shall agree to pay unto the City, in return for the  
19 use of the streets, alleys, bridges, easements and other  
20 public places thereof pursuant to the agreement, a sum of  
21 money equal to five (5) per cent of the monthly gross receipts  
22 from all accounts served within the limits of the City. The

1 aforesaid payments shall be made on or before the tenth of  
2 each month, and provide the following information:

3 (1) Gross billing for each nonresidential customer in the  
4 city;

5 (2) Gross receipts for each nonresidential customer in the  
6 city; and

7 (3) Franchise fee due the city for each nonresidential  
8 customer.

9  
10 The Hauler shall provide to the city the monthly accounting as  
11 well as a yearly audit, certified by an officer of the company  
12 and notarized, and shall permit the city to inspect its  
13 records respecting the nonresidential accounts within the city  
14 at any reasonable time. Failure to provide the required  
15 monthly information and payments and yearly audit shall be  
16 grounds for cancellation of the franchise and forfeiture of  
17 the bond provided in subsection (e).

18 (d) Liability insurance. The Hauler shall maintain liability  
19 insurance on all equipment operated in the City for bodily  
20 injury and property damage in amounts not less than two  
21 hundred fifty thousand/five hundred thousand dollars  
22 (\$250,000.00/\$500,000.00) bodily injury in any one accident,

1 the latter figure for accidents involving more than one  
2 person; and property damage insurance in an amount of not less  
3 than twenty-five thousand dollars (\$25,000.00) for one  
4 accident. Further, the Hauler shall provide worker's  
5 compensation insurance for its employees in the form and  
6 amount prescribed by law. The aforesaid liability insurance  
7 shall include a ten-day notice of cancellation in favor of the  
8 city. The Hauler shall furnish to the city a copy of the  
9 aforesaid insurance policies. The city shall be an additional  
10 named insured in such policies.

11 (e) Franchise agreements. All franchise agreements as provided  
12 in subsection (a) above shall conform to the franchise  
13 agreement filed in the city clerk's office of the city, and  
14 the mayor and city manager are hereby authorized to enter into  
15 agreements with independent refuse Haulers without further  
16 authorization.

17 (f) Bond required. To guarantee performance by the Hauler under  
18 the franchise, the Hauler shall post with the city two  
19 thousand five hundred dollars (\$2,500.00) in cash or the  
20 estimated amount of franchise fees for a three-month period,  
21 whichever sum is greater. Such sum may be applied by the city  
22 to any default by the Hauler in the performance of the  
23 franchise. Upon the completion of the terms of the franchise

1 and compliance with all terms and conditions hereof, a Hauler  
2 shall be entitled to the return of such bond.

3 **Sec. 19-5. - Subscription to Collection service required.**

4 The owners and/or occupants of all buildings, structures and  
5 lands located within the City shall subscribe to Garbage and  
6 Trash Collection services with the Contractor through the  
7 exclusive franchise described in Section 19-3 or a Hauler through  
8 a non-exclusive franchise described in Section 19-4, as  
9 appropriate. Residential Dwelling Units shall subscribe to Bulky  
10 Waste, Yard Waste and Recyclable Materials Collection service  
11 with the Contractor.

12 **Sec. 19-6 Hours and days of Collection**

13 Collection services shall be provided between the hours of 7:00  
14 a.m. and 7:00 p.m., Monday through Saturday, with no collections  
15 on Sunday. The City Manager may modify times and days for  
16 Collection in certain areas due to noise or other concerns.

17 **Sec. 19-7. - Collection of Garbage and Trash from Residential**  
18 **Dwelling Unit and Commercial Establishments**

19 (a) The City's Contractor, through the exclusive franchise  
20 agreement, is required to provide Single Family Dwelling  
21 Units with Garbage Carts.

1 (b) Single Family Dwelling Units with Garbage Carts shall  
2 place all of their Garbage and Trash inside the Contractor  
3 provided Garbage Carts so that the lids may completely  
4 close.

5 (c) The Garbage Carts shall be placed Curbside by 7:00 a.m.  
6 on their scheduled Collection day with the attachment bar  
7 facing the street and at least three (3) feet from other  
8 objects on all sides of the Garbage Cart. Residential  
9 Dwelling Units shall also ensure that there are no objects  
10 or obstructions in front of the Garbage Cart and no items  
11 placed on top of the Garbage Cart when placed Curbside.  
12 Full Garbage Carts shall, at maximum, contain the lesser of  
13 one hundred fifty (150) pounds of materials or the maximum  
14 capacity of the Garbage Cart.

15 (d) Multifamily Communities using Mechanical Containers and  
16 Commercial Establishments shall execute a standard service  
17 agreement, which conforms to the terms of the exclusive  
18 franchise agreement, with the Contractor. Multifamily  
19 Communities using Mechanical Containers and Commercial  
20 Establishment shall place all of their Garbage and Trash  
21 inside the Mechanical Containers so that the lids may  
22 completely close. Property owners shall ensure that the

1 Contractor's vehicles are able to access the Mechanical  
2 Containers on scheduled collection days.

3 (e) Use of Containers by any Person other than the owners  
4 or occupants intended to use said Containers, without the  
5 knowledge and consent of the owner or occupants intended to  
6 use said Container, shall be deemed a violation of this  
7 chapter.

8 (f) The City Manager is hereby granted full power and  
9 authority to designate the location of said Containers and  
10 the number of Containers to be kept in each location.

11 (g) Collections of Garbage and Trash from Single Family  
12 Dwelling Units shall be made at least twice a week by the  
13 City's Contractor, with Curbside Collections occurring at  
14 least 72 hours apart for each Single Family Dwelling Unit,  
15 unless otherwise determined by the City Manager. Collection  
16 of Garbage and Trash from Multifamily Communities shall be  
17 made at least twice a week by the City's Contractor, unless  
18 an enclosed compactor Container is in use, in which case  
19 Collection may occur less frequently, but shall occur as  
20 necessary. Collections of Garbage from Commercial  
21 Establishments shall be made at least twice a week by the  
22 City's Contractor, unless an enclosed compactor Container

1 is in use, in which case Collection may occur less  
2 frequently, but shall occur as necessary. For Commercial  
3 Establishments generating only Trash, Collection may occur  
4 once per week.

5 (h) The placement time of Garbage Carts shall be not  
6 earlier than 5:00 p.m. the evening prior to the scheduled  
7 collection day of Garbage, Trash or rubbish. Garbage Carts  
8 shall be removed from the Curbside within twelve (12) hours  
9 after Collection.

10 **Sec. 19-8. - Collection of Bulky Waste and Yard Waste for**  
11 **Residential Dwelling Units .**

12 (a) For Single Family Dwelling Units, all Bulky Waste that  
13 cannot be placed properly, whether due to size or weight,  
14 in Garbage Carts shall be placed Curbside, where it will be  
15 easily accessible to the Contractor's Bulky Waste  
16 Collection vehicles. Single Family Dwelling Units shall  
17 place their Bulky Waste Curbside by 7:00 a.m. on their  
18 scheduled Collection day. Bulky Waste shall be collected  
19 once per month on a scheduled Collection day. The  
20 Contractor may offer supplemental Bulky Waste Collection,  
21 which can be arranged directly with the Contractor. Single  
22 Family Dwelling Units shall not place Garbage, Trash,

1 Construction Waste, tires, Yard Waste, or Unacceptable  
2 Waste with this waste stream.

3 (b) For Multifamily Dwelling Units receiving Mechanical  
4 Container service, all Bulky Waste shall be placed in an  
5 area as determined by the property manager that shall reach  
6 a mutual agreement with the Contractor on a location where  
7 Bulk Waste shall be placed for Collection. Bulky Waste  
8 shall be collected once per month on a scheduled Collection  
9 day. The Contractor may offer supplemental Bulky Waste  
10 Collection, which can be arranged directly with the  
11 Contractor. Holiday trees must be free from any lights,  
12 wiring, ornaments, etc. Residential Dwelling Units shall  
13 not place Garbage, Trash, Construction Waste, tires, Yard  
14 Waste, or Unacceptable Waste with this waste stream.

15 (c) For Single Family Dwelling Units, all Yard Waste shall  
16 be placed Curbside, where it will be easily accessible to  
17 the Contractor's Yard Waste collection vehicles. Single  
18 Family Dwelling Units shall place their Yard Waste Curbside  
19 by 7:00 a.m. on their scheduled Collection day. Yard Waste  
20 shall be no larger than eight (8) inches in diameter and no  
21 longer than six (6) feet in length at its longest point.  
22 Bundling of large Yard Waste items is not required;  
23 however, small Yard Waste items shall be placed in a

1 Garbage Can or clear plastic bag. Yard Waste shall be  
2 collected once per week on a scheduled Collection day.  
3 Residential Dwelling Units shall not place Garbage, Trash,  
4 Construction Waste, tires, Bulky Waste, or Unacceptable  
5 Waste with this waste stream.

6 **Sec. 19-9 - City not responsible for collection of building**  
7 **materials.**

8 The city shall not be responsible for the collecting or hauling  
9 of discarded building material, dirt, rock, plaster, iron or  
10 other like material originating from private property, and this  
11 material is to be removed by the owner or occupant of said  
12 property.

13 **Sec. 19-10. - Collection of Source Separated Recyclable**  
14 **Materials.**

15 (a) Single Family Dwelling Units.

16 (1) All Single Family Dwelling Units shall receive  
17 Collection service from the City's Contractor for Source  
18 Separated Recyclable Materials once per week on one of the  
19 scheduled Garbage collection days. The manner in which the  
20 Source Separated Recyclable Materials are collected shall  
21 be as described in the City's exclusive franchise  
22 agreement, which requires the Contractor to provide  
23 dwelling units with Recycling Carts. Single Family Dwelling

Units shall store their Source Separated Recyclable Materials in the Contractor-provided Recycling Carts. All Recyclable Materials shall be placed in the same cart.

(2) The placement time of Recycling Carts shall be not earlier than 5:00 p.m. the evening prior to the scheduled collection day of Recyclable Materials. Recycling Carts shall be removed from Curbside within twelve (12) hours after Collection. The Contractor-provided Cart shall be placed immediately behind the curblane. In the event there is no curb, Contractor-provided Cart shall be placed within the swale area, unless a different location is agreed upon between the property owner and the Contractor.

(3) Recyclable Materials shall be Source Separated by the resident and collected by the Contractor.

(b) Multifamily Community Collection.

(1) All Multifamily Communities shall receive Collection service from the City's Contractor for Source Separated Recyclable Materials at least once per week. The manner in which the Source Separated Recyclable Materials are collected shall be as described in the City's exclusive franchise agreement, which requires the Contractor to provide 95-gallon Recycling Carts such that there is a

1 minimum of one Recycling Cart for every eight (8) units in  
2 the community, or provide equivalent capacity using  
3 Mechanical Containers or more frequent collections of  
4 Recycling Carts. Residents of Multifamily Communities shall  
5 place their Source Separated Recyclable Materials in the  
6 appropriate Contractor-provided Containers. All Recyclable  
7 Materials may be placed in the same Container.

8 (2) Recyclable Materials shall be Source Separated by the  
9 residents and collected by the Contractor.

10 (c) Unauthorized collection. It shall be a violation of this  
11 section for any person, firm or corporation not authorized by  
12 the city to collect or remove any Recyclable Material as  
13 provided for above which has been specifically placed for  
14 Collection in any recycling Container in any Residential  
15 Dwelling Unit area of the city.

16 (d) The Contractor shall offer and make available its Source  
17 Separated Recyclable Materials Collection service to all Owner  
18 Occupied Multifamily Communities and Commercial  
19 Establishments. Owner Occupied Multifamily Communities and  
20 Commercial Establishments are not required to subscribe to  
21 Recyclable Materials Collection with the Contractor. Owner  
22 Occupied Multifamily Communities shall, and Commercial

1 Establishments may, contract with a Certified Recovered  
2 Materials Dealer, which shall be registered with the city as  
3 described in Section 19-12, for Collection of Recovered  
4 Materials.

5 (e) Violations of section. Penalties for any unauthorized  
6 collection of recycling material or the lack of compliance in  
7 the recycling program shall be as provided in section 1-8 of  
8 the City Code.

9 **Sec. 19-11. - Required Subscription and Compulsory service.**

10 (a) Every owner, tenant, or resident of a Residential Dwelling  
11 Unit shall use the services of the Contractor, and it shall be  
12 the responsibility of the owner to pay for such services. Such  
13 compulsory service shall include a minimum of two (2) pickups  
14 per week for Garbage, one (1) pickup per week of Source  
15 Separated Recyclable Materials, regularly scheduled pickup of  
16 monthly Bulky Waste, and regularly scheduled pickup of weekly  
17 Yard Trash, as designated in the City's exclusive franchise  
18 agreement. It is not the intent of this section to prohibit  
19 any nonprofit organization from soliciting recyclable  
20 materials for the purpose of resource recovery and recycling.

21 (b) Every owner or tenant of a Commercial Establishment shall  
22 use the services of the Contractor, and it shall be the

1 responsibility of the owner to pay for such services. Such  
2 compulsory service shall include a minimum of two (2) pickups  
3 per week if waste includes Garbage as defined herein.  
4 Collections of Garbage from Commercial Establishments using an  
5 enclosed compactor Container may occur less frequently, but  
6 shall occur as necessary. For Commercial Establishments  
7 generating only Trash, Collection shall occur a minimum of  
8 once per week.

9 (c) Every property owner, Person, firm or corporation of a  
10 Commercial Establishment shall use the services of a Hauler  
11 awarded a non-exclusive franchise by the City, or cause such  
12 services to be used, for the Collection and removal of  
13 Nonresidential Non-Municipal Solid Waste. It shall be the  
14 responsibility of the owner to arrange and pay for such  
15 services.

16 (d) All removal, transport or hauling of Trash, Garbage and  
17 Residential Dwelling Unit Source Separated Recyclable  
18 Materials within the City of Margate not inconsistent with  
19 other provisions of this chapter shall be the responsibility  
20 of the Contractor. Any such removals, transport or hauling not  
21 done by Contractor shall be deemed a violation of this  
22 chapter.

1 (e) The City may require an increase in the frequency of  
2 Collections and/or the size of Containers for Residential  
3 Dwelling Unit and Commercial Establishments Garbage Collection  
4 when the service being provided becomes insufficient in the  
5 City's judgment to handle the quantity of waste generated or  
6 becomes a detriment to the health, safety, or welfare of the  
7 community. This does not preclude the City from requiring a  
8 special Collection where Garbage and Trash is placed at  
9 Curbside earlier than 5:00 p.m. of the day preceding scheduled  
10 Collection. The owner shall be responsible for payment for  
11 such services.

12 **Sec. 19-12 - Private collection services for recovered materials**  
13 **at commercial establishments.**

14 (1) Intent. It is the intent of the City and the purpose of  
15 this subsection to promote the public health, safety and  
16 general welfare by authorizing a registration program within  
17 the City of Margate for the Collection of Recovered Materials.

18 (2) Registration and application.

19 (a) Registration and application. Any Person who engages in  
20 the purchasing, transporting and processing of Recovered  
21 Materials at Commercial Establishments shall register with the  
22 City in accordance with the requirements of this section. The  
23 Registrant shall submit an original and one copy of all

1 required information to the City of Margate Department of  
2 Environmental and Engineering Services. The registration  
3 required by this section shall be in addition to and not  
4 satisfied by any occupational license which may be required.  
5 Applications for registration required by this section shall  
6 be made to the City upon such form and in such manner as  
7 prescribed by the city. The application shall be in such form  
8 to elicit the following information and such other information  
9 as may be required from time to time:

10 1. Registration fee. To be acceptable for filing, an  
11 application for registration shall be accompanied by a  
12 registration fee in the following amount, as appropriate:

13 Initial registration application or re-application  
14 .....\$200.00

15 Annual renewal of registration .....200.00

16 Transfer of registration .....100.00

17 2. Name and address of the dealer/Registrant, including  
18 the identification of the owner or operator for the  
19 dealer; if the applicant is a business entity, its  
20 general partner or limited partners, its corporate  
21 officers and directors. Any applicant that operates under  
22 a fictitious name shall submit information that such

1 fictitious name is registered in the State of Florida and  
2 held by the applicant.

3 3. Its permanent place of business, and mailing address,  
4 if different;

5 4. A copy of the Registrant's Recovered Materials  
6 certification under section 403.7046, F.S.;

7 5. Certification that the Recovered Materials will be  
8 processed at a recovered materials processing facility  
9 satisfying the requirements of section 403.7046, Florida  
10 Statutes, as amended from time to time;

11 (b) Signatures; submission.

12 1. The registration and application for hauling Recovered  
13 Materials shall be signed by the individual submitting  
14 the application or, in the case of a corporation, by a  
15 corporate officer thereof or, in the case of a  
16 partnership or other association, by a member of the  
17 partnership or association. Provided, however, that for a  
18 publicly held corporation which has twenty-five (25) or  
19 more shareholders, the signatures of the local managing  
20 officer shall be sufficient. The completed registration  
21 shall be submitted to the director of the Department of  
22 Environmental and Engineering Services.

1           2. An affidavit or declaration of the applicant or  
2           authorized officer certifying the truth and accuracy of  
3           the information in the application, acknowledging the  
4           enforceability of application commitments, and certifying  
5           that the application meets all federal, state, and local  
6           law requirements.

7           3. A signed statement by the applicant as part of the  
8           process that it is understood that the mixing of  
9           Recovered Materials with Garbage or Trash in excess of  
10          10% contaminates the product and renders it Garbage or  
11          Trash. In other words, Garbage and Trash shall not be  
12          mixed with Recovered Materials and shall be Source  
13          Separated.

14          (c) Once it has been determined by the director of the  
15          Department of Environmental and Engineering Services, or  
16          his/her designee, that the registration application is  
17          complete and approved, Registrants shall be entitled to  
18          operate for a period of up to one (1) year from the date of  
19          issuance; provided, however, the registration shall be for the  
20          period of October 1 through September 30 of each fiscal year.

21          (d) In addition to the above, the Registrant shall meet the  
22          following requirements:

1       1. Registrant must provide to the City a copy of the  
2       Recovered Materials reporting forms, as submitted to the  
3       State of Florida Department of Environmental Protection.

4       2. The reporting format, and reporting frequency shall be  
5       established by the City pursuant to section 403.7046,  
6       which shall, at a minimum, include requiring the  
7       Registrant to identify the types and approximate amount  
8       of Recovered Materials collected, recycled, or reused  
9       during the reporting period for all the Registrant's  
10      accounts within the geographic boundaries of the City;  
11      the approximate percentage of Recovered Materials reused,  
12      stored, or delivered to a recovered materials processing  
13      facility or disposed of in a Solid Waste disposal  
14      facility; and the locations where any Recovered Materials  
15      were disposed of as Solid Waste. Information reported  
16      under this subsection which, if disclosed, would reveal a  
17      trade secret, as defined in section 812.081(1)(c), is  
18      confidential and exempt from the provisions of section  
19      24(a), Article I of the State Constitution and section  
20      119.07(1). The above notwithstanding, any and all  
21      required reports shall be in accordance with Rule Chapter  
22      62-722, Florida Administrative Code, as amended from time  
23      to time.

1        3. Source-separate all Recovered Material, provided,  
2        however, that Containers of mixed types of Recovered  
3        Materials which contain more than ten (10) percent Solid  
4        Waste, by weight or volume, shall not be deemed to be  
5        Source Separated.

6        4. Vehicles used to transport Recovered Materials shall  
7        meet all applicable regulations of the Florida Department  
8        of Transportation and shall be capable of preventing  
9        spillage or accidental release of Recovered Materials  
10       during transport.

11       5. The registrant shall comply with all applicable  
12       federal, state and local laws, regulations and  
13       ordinances.

14       6. Registrant shall conduct all Collection, handling and  
15       processing of Recovered Materials in accordance with the  
16       requirements of this section and the certification issued  
17       pursuant to Rule 62-722, Florida Administrative Code, as  
18       amended from time to time.

19       7. In no event shall the Registrant perform Commercial  
20       Establishment Solid Waste Collection services under the  
21       guise of collecting, transporting, processing, or  
22       disposing of Recovered Materials.

1 8. Registrant shall not deliver Recovered Materials to a  
2 facility which is permitted as a Solid Waste management  
3 facility and not permitted for processing of Recovered  
4 Material unless the Registrant has given prior  
5 notification to the City Manager, and Registrant has  
6 received authorization to utilize such facility.

7 9. Registrant shall provide a copy of its certification  
8 and registration to any commercial generator of Recovered  
9 Materials, the Registrant's agents and contractors, or to  
10 customers who request such proof of registration.

11 10. Registrant shall collect the same materials as is  
12 included in the City's exclusive franchise agreement,  
13 which shall include the following: office paper,  
14 cardboard, newspaper, magazines, metal cans and lids,  
15 plastic containers numbered 1-7, aseptic and paperboard  
16 containers, glass food and beverage containers and any  
17 other Recyclable Material that may be added to the City's  
18 exclusive franchise agreement.

19 (e) If any of the registration information submitted by the  
20 Registrant changes during the term of the registration, the  
21 Registrant shall report those changes to the City within  
22 thirty (30) calendar days of the change.

1 (f) The Registrant shall pay the City the required annual  
2 renewal of the registration fee between September 1 and  
3 October 1 of each fiscal year.

4 (3) Transferability. No registration issued pursuant to this  
5 section may be assigned or transferred without the prior  
6 written approval of the City.

7 (4) Inspection of books and records. The City shall have the  
8 right at all times upon reasonable notice to inspect the  
9 relevant books and records of Registrant. The inspection shall  
10 be for the purpose of verifying that the Registrant is in  
11 compliance with the requirements of this section. The books  
12 and records of the Registrant shall be maintained at a  
13 location within Broward County, Florida, or produced at such  
14 location upon request of the city.

15 (5) Violation; penalty.

16 (a) Violation. Each violation of this section or any of its  
17 subsections is deemed a separate and distinct infraction of  
18 this Code; however, for the first violation of operating  
19 without a registration the Hauler or dealer shall be given a  
20 written warning and allowed ten (10) calendar days to apply  
21 for and receive the required registration.

22 (b) Penalty. Any person who violates any provision of this  
23 section shall be punished as provided herein:

1        1. Fine. Each violation of this section shall be  
2        punishable by a minimum civil penalty of two hundred  
3        fifty dollars (\$250.00). A maximum civil penalty of five  
4        hundred dollars (\$500.00) may be assessed plus the costs  
5        associated with investigation and prosecution together  
6        with any equitable remedies deemed reasonable and proper  
7        by the court.

8        2. Revocation. The violation of the terms and conditions  
9        of this section may be cause for revocation of the  
10       registration. The City Manager may, upon repeated  
11       violations of this section, revoke a registration for a  
12       violation as aforementioned and may immediately declare  
13       such registration null and void, and, upon such  
14       declaration, the hauler issued the registration shall  
15       immediately cease all operations and shall be considered  
16       to have forfeited such registration and the rights  
17       acquired thereunder. Should the City Manager decide to  
18       revoke a registration, he/she shall provide the Hauler  
19       with notice of such revocation and the reasons therefore.  
20       Such notice shall be sent certified mail, return receipt  
21       requested. Upon receipt of such notice, the Hauler may  
22       appeal such revocation to the City of Margate Code  
23       Enforcement Special Magistrate (Special Magistrate), and

1 the appeal and hearing thereon shall be conducted in  
2 accordance with the following procedures:

3 a. Should a Hauler seek appeal from the revocation of  
4 the registration, the applicant shall furnish notice  
5 of such request for appeal to the City Clerk no later  
6 than twenty (20) calendar days after the date of  
7 receipt of the certified letter advising applicant of  
8 revocation of the registration.

9 b. Upon receipt of a request for appeal, the City  
10 Clerk shall thereupon fix the date and time at which  
11 the Special Magistrate shall hear the appeal, such  
12 hearing to be held not less than ten (10), nor more  
13 than thirty (30) calendar days subsequent to the date  
14 upon which such request for appeal was filed with the  
15 City Clerk. Upon setting the matter for hearing, the  
16 City Clerk shall notify the applicant of the date and  
17 time of such hearing. At the conclusion of the  
18 hearing, the Special Magistrate shall either sustain  
19 the decision of the City Manager or direct the City  
20 Manager to issue a registration.

21 3. Other enforcement. Nothing in this section shall  
22 prohibit the city from enforcing this section by other  
23 means.

1 (6) Exemptions. The registration requirements required of this  
2 section shall not be required by Persons exempt pursuant to Rule  
3 Chapter 62-722, Florida Administrative Code, as amended from  
4 time to time.

5 (7) Effective March 1, 2016, an approved registration as  
6 described herein must be held by all Haulers who provide  
7 Collection services for Recovered Materials within the city.

8 **Sec. 19-14. - Violations.**

9 It is hereby declared to be unlawful for any Person to do or  
10 to perform any of the following acts or practices:

11 (a) To deposit on or bury in or cause to be deposited on or  
12 buried in any land, public square, street, alley, vacant or  
13 unoccupied lot, the waters of any waterway, or of any creek  
14 or watercourse, any noxious filth, malodorous or offensive  
15 liquid or solid material or Garbage, or to place or keep  
16 such material or Garbage anywhere within the limits of the  
17 City in any vessel or receptacle other than in a standard,  
18 approved Container from which regular Collections are to be  
19 made.

20 (b) To deposit or cause to be deposited in any street,  
21 gutter or in any storm water inlet or basin within the city  
22 limits any sweepings, hair, paper, chips, bones, glass,  
23 peelings, straw or any solid or liquid matter whatsoever

1 from any stores, dwellings, offices, shops or other  
2 business establishments.

3 (c) To remove or convey or cause or permit to be removed or  
4 conveyed any Garbage or other offensive material, Trash,  
5 paper or material of like nature upon or along any public  
6 street or alley, except when a special permit for removing  
7 or conveying same shall be granted by the City Manager, and  
8 such permit may be revoked by said City Manager at any time  
9 for cause.

10 (d) To place or cause to be placed upon or in any public  
11 street or alley discarded building material, dirt, rock,  
12 glass or scrap iron for Collection.

13 (e) To place or cause to be placed in Containers any  
14 Unacceptable Waste.

15 (f) To molest, remove, handle or otherwise disturb the  
16 Containers which have been placed on city property for  
17 servicing by the Contractor; provided that this subsection  
18 does not apply to the occupant of the residence, dwelling  
19 or business establishment from which the Container and  
20 contents are removed.

21 (g) To place or cause to be placed in the public streets or  
22 alleys, or on the sidewalks or parkways, or on the edge of

1        lots adjacent to the sidewalks, or in vacant lots any grass  
2        clippings, leaves or other small rubbish that could be  
3        properly disposed of by being placed in Containers that  
4        will meet the approval of the city manager.

5        **Sec. 19-15. - Penalty for violations.**

6        Violations of this chapter shall subject the violator to  
7        enforcement and penalties as provided in Section 1-8 of this  
8        Code.

9        **Sec. 19-16. - Removal of unauthorized debris; removal by city;**  
10       **deposit.**

11       All Trash and rubbish not contained in approved Containers  
12       shall be declared a potential fire hazard and shall be removed at  
13       the expense of the owner. To this end, the owner will be served  
14       with a written notice to remove said Trash or rubbish within  
15       three (3) days, or to deposit with the City Manager an amount of  
16       money therein stated by the City Manager as sufficient to cover  
17       the cost of such Trash or rubbish removal if removed by the City,  
18       either with its own facilities or those of others specifically  
19       employed for this purpose. If failure to adequately provide for  
20       garbage collection in accordance with this article shall result  
21       in an unsanitary condition or create a nuisance, the city shall  
22       have the right to enter upon the premises, remove garbage, trash  
23       or construction waste and charge the owner the cost to the city

1 for such services. Billing for collection shall be on a per  
2 pickup basis. The city shall forward to the owner at his last  
3 known address a copy of the charges for such collection,  
4 including any delinquency charges, and, if same is not paid  
5 within thirty (30) days after such notice is mailed, the same  
6 shall be and constitutes a lien upon the property in question.

7 **Sec. 19-17. - Littering.**

8 (a) Depositing of litter prohibited. It shall be unlawful for  
9 any person, firm or corporation, in person or by his agent,  
10 employee or servant, to cast, throw, sweep, sift or deposit in  
11 any manner in or upon any public way or street or other public  
12 place in the City or any river, canal, public water, drain,  
13 sewer or receiving basin within the jurisdiction of the City,  
14 any kind of dirt, rubbish, waste article, thing or substance  
15 whatsoever, whether liquid or solid. Nor shall any person,  
16 firm or corporation, cast, throw, sweep, sift or deposit any  
17 of the aforementioned items anywhere within the jurisdiction  
18 of the City in such manner that it may be carried or deposited  
19 in whole or in part, by the action of the sun, wind or rain  
20 into any of the aforementioned places.

21 Provided that this section shall not apply to the deposit of  
22 material under a permit authorized by any ordinance of the City;  
23 or to goods, wares or merchandise deposited upon any public way

1 or other public place temporarily in the necessary course of  
2 trade; and removed therefrom within ten (10) hours after being so  
3 deposited; or to articles or things deposited in or conducted  
4 into the City sewer system through lawful drains in accordance  
5 with the ordinances of the City relating thereto.

6        Provided, further, that this section shall not apply to the  
7 deposit of material or other Garbage or Trash placed for normal  
8 Collection service within seventy-two (72) hours after being so  
9 deposited.

10 (b) Vehicles to be covered. It shall be unlawful for any person,  
11 firm or corporation, in person or by his or its agent,  
12 employee or servant, to use any vehicle to haul any kind of  
13 dirt, rubbish, waste articles or things or substance, whether  
14 liquid or solid, unless such vehicle is covered to prevent any  
15 part of its load from spilling or dropping at all times while  
16 such vehicle is in motion on any street or alley in the  
17 municipality; except that while such vehicle is on State Road  
18 441, it shall be covered at all times except while actually  
19 being loaded or unloaded. Provided, however, that the  
20 requirements herein for covering such vehicles shall not apply  
21 to vehicles carrying brush cuttings, tree trimmings, branches,  
22 logs and similar waste material, or fill or sand if such

1 matter is securely lashed or loaded on such vehicle to prevent  
2 spilling or dropping as aforesaid.

3 (c) Penalty. Any Person, firm or corporation violating any of  
4 the provisions of this section shall be punished as provided  
5 by section 1-8 of this Code; and a separate offense shall be  
6 deemed committed on each day during or on which a violation  
7 occurs or continues.

8  
9 SECTION 2: All ordinances or parts of ordinances in  
10 conflict herewith are and the same is hereby repealed to  
11 the extent of such conflict.  
12

13 SECTION 3: If any section, sentence, clause, or phrase  
14 of this ordinance is held to be invalid or unconstitutional  
15 by a court of competent jurisdiction, then said holding  
16 shall in no way affect the validity of the remaining  
17 portions of this ordinance.  
18

19 SECTION 4: It is the intention of the City Commission  
20 that the provisions of this ordinance shall become and be  
21 made a part of the City of Margate Code, and that the  
22 sections of this ordinance may be renumbered or relettered  
23 and the word "ordinance" may be changed to "section",  
24 "article" or such other appropriate word or phrase in order  
25 to accomplish such intentions.  
26

27 SECTION 5: This ordinance shall become effective  
28 immediately upon adoption at its second reading.  
29

30 PASSED ON FIRST READING THIS \_\_\_\_ day of \_\_\_\_\_ 2015.

31 PASSED ON SECOND READING THIS \_\_\_\_ day of \_\_\_\_\_ 2015.

32 ATTEST:

33  
34 \_\_\_\_\_  
35 JOSEPH KAVANAGH  
CITY CLERK

\_\_\_\_\_  
MAYOR JOANNE SIMONE

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

Peerman	_____	Peerman	_____
Talerico	_____	Talerico	_____
Bryan	_____	Bryan	_____
Ruzzano	_____	Ruzzano	_____
Simone	_____	Simone	_____