

CITY OF MARGATE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CODE OF THE CITY OF MARGATE, FLORIDA, AMENDING CHAPTER 19 - SOLID WASTE AND RECYCABLES COLLECTION, PROCESSING AND DISPOSAL,; PROVIDING FOR CONFLICT; 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: Chapter 19 - Solid Waste and Recyclables Collection, Processing and Disposal, Section 19-4(c), is amended to read as follows¹:

Section 19-4 - Non-exclusive franchise agreement to provide collection service for owner-occupied multifamily communities and nonresidential non-municipal solid waste.

(c) *Payments for use of public ways.* Each person, company, firm, partnership, etc., wishing to collect garbage and trash in the city, as allowable via non-exclusive franchise described herein, shall agree to pay unto the city, in return for the use of the streets, alleys, bridges, easements and other public places thereof pursuant to the agreement, a sum of money equal to five (5) per cent of the monthly gross receipts from all accounts served within the limits of the city. The aforesaid payments shall be made on or before the tenth of each month, and provide the following information:

- (1) Gross billing for each ~~nonresidential~~ customer in the city;
- (2) Gross receipts for each ~~nonresidential~~ customer in the city; and
- (3) Franchise fee due the city for each ~~nonresidential~~ customer.

¹CODING: Words in ~~struck through~~ text are deletions from existing text, words in underscoring text are additions to existing text, and **shaded** text are changes between First and Second Readings.

1 The hauler shall provide to the city the monthly
2 accounting as well as a yearly audit, certified by an officer
3 of the company and notarized, and shall permit the city to
4 inspect its records respecting the nonresidential accounts
5 within the city at any reasonable time. Failure to provide the
6 required monthly information and payments and yearly audit
7 shall be grounds for cancellation of the franchise and
8 forfeiture of the bond provided in subsection (e).
9

10 **[Note to Municipal Code: The rest of this section shall**
11 **remain as codified.]**
12

13 **Section 2:** Chapter 19 - Solid Waste and
14 Recyclables Collection, Processing and Disposal, Section 19-5,
15 is amended to read as follows:
16

17 Section 19-5 - Subscription to collection service required.
18

19 The owners and/or occupants of all buildings,
20 structures and lands located within the city shall subscribe
21 to garbage and trash collection services with the contractor
22 through the exclusive franchise described in section 19-3 or a
23 hauler through a non-exclusive franchise described in section
24 19-4, as appropriate. Residential dwelling units shall
25 subscribe to bulky waste, yard waste and recyclable materials
26 collection service with the contractor. Owner-occupied
27 multifamily communities shall subscribe to recyclable
28 materials collection service with a certified recovered
29 materials dealer, which shall be registered with the city as
30 described in section 19-12.
31

32 **Section 3:** Chapter 19 - Solid Waste and
33 Recyclables Collection, Processing and Disposal, Section 19-8,
34 is amended to read as follows:
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36 Section 19-8 - Collection of bulky waste and yard waste for
37 residential dwelling units.
38

- 39 (a) For single-family dwelling units, all bulky waste that
40 cannot be placed properly, whether due to size or
41 weight, in garbage carts shall be placed curbside,
42 where it will be easily accessible to the contractor's
43 bulky waste collection vehicles. Single-family
44 dwelling units shall place their bulky waste curbside
45 by 7:00 a.m. on their scheduled collection day but not
46 earlier than the day prior to their scheduled
47 collection day. Bulky waste shall be collected once

per month on a scheduled collection day. The contractor may offer supplemental bulky waste collection at an additional cost, which can be arranged directly with the contractor. Single-family dwelling units shall not place garbage, trash, construction waste, tires, yard waste, or unacceptable waste with this waste stream.

(b) For multifamily dwelling units receiving mechanical container service, all bulky waste shall be placed in an area as determined by the property manager that shall reach a mutual agreement with the contractor on a location where bulk waste shall be placed for collection. Bulky waste shall be collected once per month on a scheduled collection day but shall not be placed out earlier than the day prior to the scheduled collection day. The contractor may offer supplemental bulky waste collection at an additional cost, which can be arranged directly with the contractor. Holiday trees must be free from any lights, wiring, ornaments, etc. Residential dwelling units shall not place garbage, trash, construction waste, tires, yard waste, or unacceptable waste with this waste stream.

(c) For single-family dwelling units, all yard waste shall be placed curbside, where it will be easily accessible to the contractor's yard waste collection vehicles. Single-family dwelling units shall place their yard waste curbside by 7:00 a.m. on their scheduled collection day. Yard waste shall be no larger than eight (8) inches in diameter and no longer than six (6) feet in length at its longest point. Bundling of large yard waste items is not required; however, small yard waste items shall be placed in a garbage can or clear plastic bag. Yard waste shall be collected once per week on a scheduled collection day. Residential dwelling units shall not place garbage, trash, construction waste, tires, bulky waste, or unacceptable waste with this waste stream.

[Note to Municipal Code: The rest of this section shall remain as codified.]

Section 4: Chapter 19 - Solid Waste and Recyclables Collection, Processing and Disposal, Section 19-10, is amended to read as follows:

Section 19-10 - Collection of source separated recyclable materials.

(a) *Single-family dwelling units.*

(1) All single-family dwelling units shall receive collection service from the city's contractor for source separated recyclable materials once per week on one (1) of the scheduled garbage collection days. 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 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 and not later than 7:00 a.m. on the scheduled collection day. 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 ninety-five-gallon

1 recycling carts such that there is a minimum of
2 one (1) recycling cart for every eight (8) units
3 in the community, or provide equivalent capacity
4 using mechanical containers or more frequent
5 collections of recycling carts. Residents of
6 multifamily communities shall place their source
7 separated recyclable materials in the appropriate
8 contractor-provided containers. All recyclable
9 materials may be placed in the same container.

10 (2) Recyclable materials shall be source separated by
11 the residents and collected by the contractor.

12 (c) *Unauthorized collection.* It shall be a violation of
13 this section for any person, firm or corporation not
14 authorized by the city to collect or remove any
15 recyclable material as provided for above which has
16 been specifically placed for collection in any
17 recycling container in any residential dwelling unit
18 area of the city.

19 (d) ~~{Availability of service.} The contractor shall offer~~
20 ~~and make available its source separated recyclable~~
21 ~~materials collection service to all owner-occupied~~
22 ~~multifamily communities and commercial establishments.~~
23 ~~Owner-occupied multifamily communities and commercial~~
24 ~~establishments are not required to subscribe to~~
25 ~~recyclable materials collection with the contractor.~~
26 ~~Owner-occupied multifamily communities shall, and~~
27 ~~commercial establishments may, contract with a~~
28 ~~certified recovered materials dealer, which shall be~~
29 ~~registered with the city as described in section 19-~~
30 ~~12, for collection of recovered materials. Collection~~
31 ~~from owner-occupied multifamily communities and~~
32 ~~commercial establishments.~~

33 (1) The contractor shall offer and make available its
34 source separated recyclable materials collection
35 service to all owner-occupied multifamily
36 communities and commercial establishments. Owner-
37 occupied multifamily communities and commercial
38 establishments are not required to subscribe to
39 recyclable materials collection with the
40 contractor.

41 (2) Owner-occupied multifamily communities shall, and
42 commercial establishments may, contract with a
43 certified recovered materials dealer, which shall
44 be registered with the city as described in

1 section 19-12, for collection of recovered
2 materials.

3 (3) Owner-occupied multifamily communities shall
4 receive collection service at least once per week
5 in a manner to be determined between the owner-
6 occupied community and their selected certified
7 recovered materials dealer such that there is a
8 minimum of one (1) ninety-five gallon recycling
9 cart for every eight (8) unities in the
10 community, or an equivalent capacity using
11 mechanical containers or more frequent
12 collections of recycling carts. Recovered
13 materials shall be source separated by the
14 residents.

15 (4) Commercial establishments that elect to receive
16 collection of recovered materials shall determine
17 the method of collection and level of service
18 with their selected certified recovered materials
19 dealer. Recovered materials shall be source
20 separated by the commercial establishments.
21 Containers of recovered materials which contain
22 more than ten (10) per cent solid waste, by
23 weight or volume, shall not be deemed to be
24 source separated and is a violation of this
25 section. In addition to any applicable penalties,
26 any such containers shall be subject to special
27 collection by the contractor which has been
28 awarded the franchise for the collection of solid
29 waste from commercial establishments per section
30 19-3. Commercial establishments shall be
31 responsible for payment of any fees associated
32 with any such special collection.

33 (e) *Violations of section.* Penalties for any unauthorized
34 collection of recycling material or the lack of
35 compliance in the recycling program shall be as
36 provided in section 1-8 of the City Code.

37
38 **Section 5:** Chapter 19 - Solid Waste and
39 Recyclables Collection, Processing and Disposal, Section 19-
40 11, is amended to read as follows:
41

42 Section 19-11 - Required subscription and compulsory service.

43 (a) Every owner, tenant, or resident of a residential
44 dwelling unit shall use the services of the
45 contractor, and it shall be the responsibility of the

owner to pay for such services. Such compulsory service shall include a minimum of two (2) pickups per week for garbage, one (1) pickup per week of source separated recyclable materials, regularly scheduled pickup of monthly bulky waste, and regularly scheduled pickup of weekly yard trash, as designated in the city's exclusive franchise agreement. It is not the intent of this section to prohibit any nonprofit organization from soliciting recyclable materials for the purpose of resource recovery and recycling.

(b) Every owner or tenant of a commercial establishment shall use the services of the contractor, and it shall be the responsibility of the owner to pay for such services. Such compulsory service shall include a minimum of two (2) pickups per week if waste includes garbage as defined herein. Collections of garbage from commercial establishments using an enclosed compactor container may occur less frequently, but shall occur as necessary. For commercial establishments generating only trash, collection shall occur a minimum of once per week.

(c) Every property owner, person, firm or corporation of a commercial establishment shall use the services of a hauler awarded a non-exclusive franchise by the city, or cause such services to be used, for the collection and removal of nonresidential non-municipal solid waste. It shall be the responsibility of the owner to arrange and pay for such services.

(d) Every property owner, person, firm or corporation of an owner-occupied multifamily community shall use the service of a certified recovered materials dealer, which shall be registered with the city as described in section 19-12, for collection of recovered materials.

~~(d)~~ (e) All removal, transport or hauling of trash, garbage and residential dwelling unit source separated recyclable materials within the City of Margate not inconsistent with other provisions of this chapter shall be the responsibility of the contractor. Any such removals, transport or hauling not done by contractor shall be deemed a violation of this chapter.

~~(e)~~ (f) The city may require an increase in the frequency of collections and/or the size of containers for residential dwelling units, owner-occupied multifamily

1 communities, and commercial establishments' garbage
2 collection when the service being provided becomes
3 insufficient in the city's judgment to handle the
4 quantity of waste generated or becomes a detriment to
5 the health, safety, or welfare of the community. This
6 does not preclude the city from requiring a special
7 collection where garbage and trash is placed at
8 curbside earlier than 5:00 p.m. of the day preceding
9 scheduled collection. The owner shall be responsible
10 for payment for such services.

11
12 **SECTION 6:** All ordinances or parts of ordinances
13 in conflict herewith are repealed to the extent of such
14 conflict.

15 **SECTION 7:** If any section, sentence, clause, or
16 phrase of this ordinance is held to be invalid or
17 unconstitutional by a court of competent jurisdiction, then
18 said holding shall in no way affect the validity of the
19 remaining portions of this ordinance.

20 **SECTION 8:** This ordinance shall become effective
21 immediately upon adoption at its second reading.

22 PASSED ON FIRST READING THIS ____ day of _____ 2017.

23
24 PASSED ON SECOND READING THIS ____ day of _____ 2017.

25
26 ATTEST:

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29 _____
30 JOSEPH KAVANAGH
31 CITY CLERK

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34 _____
35 MAYOR TOMMY RUZZANO

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

| | | | |
|----------|-------|----------|-------|
| Caggiano | _____ | Caggiano | _____ |
| Simone | _____ | Simone | _____ |
| Peerman | _____ | Peerman | _____ |
| Schwartz | _____ | Schwartz | _____ |
| Ruzzano | _____ | Ruzzano | _____ |