

MALABAR ORDINANCE 2014-12

AN ORDINANCE OF THE TOWN OF MALABAR REPEALING AND REPLACING ORDINANCE 89-3 IN ARTICLE IV OF APPENDIX A, THE FRANCHISE SECTION OF VOLUME ONE OF THE CODE OF ORDINANCES PERTAINING TO THE GRANTING OF EXCLUSIVE SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION FRANCHISE AGREEMENT BETWEEN THE TOWN OF MALABAR AND WASTE MANAGEMENT INCORPORATED AKA HARRIS SANITATION; AMENDING SECTION 2 OF CONTRACT AGREEMENT TO PROVIDE FOR THE TERM OF FRANCHISE AND FRANCHISE FEE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Malabar, Florida, on June 17, 2014 awarded the service contract to Waste Management which granted Waste Management, Inc. exclusive solid waste and recyclable collection within the Town of Malabar. The contract agreement is attached to this ordinance as Exhibit "A" and shall become part of this Ordinance replacing Ordinance 89-3.

NOW THEREFORE, BE IT ENACTED, by the Town Council of the Town of Malabar, Florida:

SECTION 1: That Article IV, Solid Waste, of the Franchise Section in Appendix A of Volume 1 of the Malabar Code of Ordinances be repealed and replaced to read as follows:

"SECTION A: GRANTING OF FRANCHISE TERM AND CONSIDERATION

Waste Management, Inc., is granted the exclusive right, privilege and/or franchise to operate upon, over and across streets, bridges and other public thoroughfares of the Town of Malabar for the purpose of collecting, removing and disposing of solid waste material from the businesses, residences and construction sites in the Town of Malabar subject to the terms, conditions and exceptions contained in the Contract Agreement attached as Exhibit "A".

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SECTION. DEFINITIONS

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SECTION 2: AREA AND TERM "AND CONSIDERATION"

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C. The term of this franchise shall be for a period of seven (7) years. At the end of the seven-year contract in 2021, there will be a seven (7) year option which shall automatically follow unless notification of non-extension is given in writing to Waste Management Inc. at least three (3) months in advance of the Agreements initial termination date. A second seven (7) year option may follow without rebidding unless notification of non-extension is given in writing to Waste Management Inc. at least three (3) months in advance of the Agreements initial termination date. As consideration for the exclusive solid waste and recyclable collection and mandatory subscription

for same by our residents and business establishments for the seven year Agreement, Waste Management Inc. shall pay to the Town a ten percent (10%) franchise fee on all services rendered immediately upon signing of this Agreement and continuing for the duration of the Agreement.” Other considerations and rate updates as stipulated in the attached contract agreement shall be incorporated in the appropriate sections as directed.”

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SECTION B: CONFLICTS

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION C: CODIFICATION

Provisions of this agreement and Exhibit “A” shall be incorporated into Article IV, Solid Waste, Appendix A, Franchises, Section 3, Volume 1 of the Malabar Code of Ordinances as directed by this resolution.

SECTION D: Effective Date.

This Ordinance shall take effect five (5) days after adoption at second reading.

This Ordinance was moved for adoption by Council Member Korn. The motion was seconded by Council Member Abare and, upon being put to a vote, the vote was as follows:

Council Member Jim Milucky	<u>Aye</u>
Council Member Wayne Abare	<u>Aye</u>
Council Member Steve Rivet	<u>Aye</u>
Council Member Dick Korn	<u>Aye</u>
Council Member Marisa Acquaviva	<u>Aye</u>

This Ordinance was then declared to be duly passed and adopted this 8th day of September, 2014.

(seal)

TOWN OF MALABAR

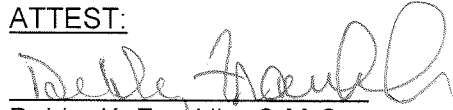
By:


Steve Rivet, Council Chair

1st Reading: 07/21/14 (vote 4 to 0 for 1st reading)

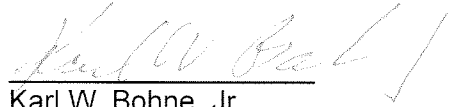
2nd Reading: 09/08/14

ATTEST:



Debby K. Franklin, C.M.C.
Town Clerk/Treasurer

Approved as to Form and Content:



Karl W. Bohne, Jr.,
Town Attorney

