

CITY OF MARGATE, FLORIDA

ORDINANCE NO. 2013-4

AN ORDINANCE OF THE CITY OF MARGATE, FLORIDA, ADDING SECTION 10-14 FLOW CONTROL OF THE CODE OF THE CITY OF MARGATE; ESTABLISHING SOLID WASTE FLOW CONTROL PURSUANT TO SECTION 403.713. FLORIDA STATUTES AND SECTION 3.3 OF THE INTERLOCAL AGREEMENT, DATED SEPTEMBER 1, 2012, BY AND BETWEEN THE CITY OF MARGATE AND BROWARD COUNTY, FLORIDA; DIRECTING THE DELIVERY OF ALL SOLID WASTE GENERATED WITHIN THE CITY OF MARGATE, FLORIDA TO THE DESIGNATED DISPOSAL FACILITY AS PROVIDED IN THE INTERLOCAL AGREEMENT; PROVIDING FOR INSPECTION OF ALL VEHICLES TRANSPORTING ALL SOLID WASTE WITHIN THE CITY OF MARGATE; PROVIDING FOR AMENDMENT OF FRANCHISES TO PROVIDE FOR INSPECTION OF VEHICLES HAULING SOLID WASTE; PROVIDING FOR AMENDMENT OF FRANCHISES FOR COLLECTION OF RESIDENTIAL SOLID WASTE TO PROVIDE FOR PROCEDURES AT DISPOSAL FACILITIES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, utilizing of landfilling as the sole method of disposal of solid waste generated by the residents and

1 visitors of the City of Margate creates environmental
2 concerns; and

3 WHEREAS, Section 403.713, Florida Statutes, provides
4 that (1) "any local government that undertakes resource
5 recovery of solid waste pursuant to general law or special
6 act may control the collection and disposal of solid waste,
7 as defined by general law or such special act, which is
8 generated within the territorial boundaries of such local
9 government and other local governments which enter into
10 interlocal agreements for the disposal of solid waste with
11 the local government sponsoring the resource recovery
12 facility", (2) "any local government which undertakes
13 resource recovery of solid waste pursuant to general law or
14 special act may institute a flow control ordinance for the
15 purpose of ensuring that the resource recovery facility
16 receives an adequate quantity of solid waste from waste
17 generated within its jurisdiction". and (3) "such solid waste
18 will not include scrap, or new or used material, separated at
19 the point of generation and held for purposes of recycling,
20 which shall be subject to state and local public health and
21 safety laws"; and

22 WHEREAS, consistent with Chapter 403, Part IV, Florida
23 Statutes and in furtherance of addressing the disposal of
24 solid waste, the City of Margate has entered into an
25 Interlocal Agreement, dated September 1, 2012, with Broward

1 County which provides for the disposal of solid waste
2 generated within the City of Margate at a resource recovery
3 facility; and

4 WHEREAS, Section 3.3 of the Interlocal Agreement
5 provides that the City of Margate agrees to enact a waste
6 flow control ordinance as set forth in Section 403.713,
7 Florida Statutes, directing that solid waste generated
8 within each participating community to the interlocal
9 agreement be delivered to the designated disposal facility
10 or facilities as provided in the Interlocal Agreement.

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

13 SECTION 1: The Code of Ordinances of the City of
14 Margate, Florida, Chapter 10-Garbage, is amended by adding
15 Section 10-14, as follows:

16 **Section 10-14.-FLOW CONTROL**

17 **10.14.1 DEFINITIONS.**

18 For the purposes of this Ordinance, the definitions
19 contained in the Interlocal Agreement shall apply unless
20 otherwise specifically stated in this Section. When not
21 inconsistent with the context, words used in the present
22 tense include the future, words in the plural number include
23 the singular, and words in the singular number include the
24 plural. The word "shall" is always mandatory and not merely

1 directory.

2 1. The term "additional waste" shall refer to any
3 construction and demolition debris, tropical storm or
4 hurricane related debris, yard waste, recyclable materials,
5 any large household appliances (commonly referred to as
6 "white goods") including, without limitation, refrigerators,
7 stoves, washing machines, drying machines, water heaters and
8 the like, or other items of bulky waste, but in each case
9 excluding any Unacceptable Waste.

10 2. The term "bulky waste" is defined as those non-
11 vegetative, unprocessed waste items that have not been
12 containerized, bagged, or bundled, and that may require
13 special handling and management including, but not limited to,
14 furniture, white goods, refrigerators, ranges, pool heaters,
15 water softeners, pianos, washers, dryers, water heaters, and
16 other similar appliances, bicycles, electronics, mattresses,
17 household goods, large boxes, barrels, crates, concrete,
18 rubble, rock, gravel and other earthen materials, equipment,
19 wire and cable, materials resulting from home improvements,
20 and any and all household goods that are customary to ordinary
21 housekeeping operations of a residential unit. This waste
22 stream shall not include unacceptable waste or contractor-

1 generated waste but may include waste capable of being
2 processed.

3 3.The term "commercial waste" shall refer to waste,
4 refuse, garbage, trash and rubbish generated within the City of
5 Margate, excepting therefrom Residential Waste as defined
6 herein and that is capable of being processed at the Disposal
7 Facility, but shall not include Additional Waste, recyclable
8 material that is source separated (removed from the waste
9 stream at the point of generation) and recycled, or
10 Unacceptable Waste.

11 4.Disposal facility shall be composed of:

12 a. "North Disposal Facility" located at 2600 Wiles Road,
13 Pompano Beach, Florida, which is owned and operated by
14 Wheelabrator North Broward, Inc. ("WNB"), where Margate waste
15 may be delivered for final disposal as part of the Disposal
16 Services.

17 b. "South Disposal Facility" located at 4400 South State
18 Road 7, Davie, Florida, which is owned and operated by
19 Wheelabrator South Broward, Inc. ("WSB"), where Margate waste
20 shall be delivered for final disposal as part of the Disposal
21 Services.

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

6 6. The term "Interlocal Agreement" shall refer to
7 that certain Interlocal Agreement dated September 1, 2012,
8 between the City of Margate and Broward County (Resolution
9 12-237).

10 7. The term "Processed Waste" shall refer to Commercial
11 Waste and Residential Waste that is processed at the Disposal
12 Facility.

13 8. The term "residential waste" shall refer to waste,
14 refuse, garbage, trash and rubbish generated within the City of
15 Margate from property zoned for residential use and that is
16 capable of being processed at the Disposal Facility, but shall
17 not include Additional Waste, recyclable material that is
18 source separated (removed from the waste stream at the point of
19 generation) and recycled, or Unacceptable Waste.

20 9. The term "solid waste" shall have the meaning
21 set forth in Chapter 403, Part IV, Florida Statutes, as

1 amended from time to time.

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

13
14 **10-14.2 - REQUIREMENTS FOR DISPOSAL**

15 A. All inhabitants, businesses, and establishments, and
16 persons within the City of Margate, Florida shall
17 exclusively use, the Disposal Facility, as defined within
18 this ordinance, for the disposal of all commercial and
19 residential solid waste generated within the City of
20 Margate.

21
22 B. All haulers within the City of Margate are hereby

1 required to transport all commercial and residential solid
2 waste generated within the City of Margate to the Disposal
3 Facility as defined within this ordinance.

4 C. Excepted from sections B and C above, shall be
5 solid waste generated within the City of Margate which is
6 shown to be destined for transportation to any destination
7 outside the State of Florida based upon a sworn affidavit of a
8 hauler and completion of such documents and reports as further
9 provided by the Administration of the City.

10
11 D. Waste Hauler(s) shall deliver solid waste to the
12 Disposal Facility pursuant to the requirements contained in
13 the "Interlocal Agreement Between Broward County and
14 Participating Communities for Solid Waste Support Services",
15 as adopted by the City of Margate in Resolution 12-237 and
16 such other reasonable requirements as adopted by the City of
17 Margate in conformity with either the City's or Disposal
18 Facility operator's requirements.

19 E. From and after the effective date of this ordinance,
20 each franchise with a hauler for collection of Residential
21 Solid Waste within the City of Margate shall be deemed to have
22 included the following:

1 (1) Waste Hauler(s) obligation to be responsible for
2 Unacceptable Waste brought to the Disposal Facility,

3 (2) Waste Hauler(s) obligation to indemnify the operators
4 and provide the operators as additional insured for all loses
5 for death, personal injury, and property damage caused by the
6 negligence or intentional misconduct of the Residential Waste
7 Hauler delivering waste on behalf of the City of Margate,

8 (3) The Waste Hauler(s) obligation to deliver all
9 collected Residential Waste to the Disposal Facility or as
10 otherwise provided in Section 5.2 of the agreement between
11 Wheelabrator Environmental Services Inc., and Broward County,
12 Florida for Solid Waste Disposal Services dated June 26,
13 2012, and

14 (4) The Waste Hauler(s) obligation to deliver residential
15 solid waste only during hours of operation for the Disposal
16 Facility during which the Residential Waste Hauler shall be
17 authorized to deliver City of Margate Solid Waste to the
18 North and South Facilities by the operators of said Disposal
19 Facility.

20 (5) The Waste Hauler(s) obligation to deliver residential
21 solid waste pursuant to such other reasonable requirements as

1 adopted by the City of Margate in conformity with either the
2 City's or the operator's requirements.

3
4 **Section 10-14.3 - Right to Inspect and Access to Vehicles**

5 (a) The City of Margate Commission finds that the regulation
6 of solid waste facilities and solid waste haulers are the
7 regulation of a closely regulated industry as evidenced by
8 other sections of this Chapter, state and federal regulations,
9 and franchises and permits issued by the City of Margate in
10 conformity with Chapters 166, 180 and 403 of the Florida
11 Statutes.

12 (b) When a hauler consents, any authorized representative of
13 the City of Margate or Broward County, may, at any reasonable
14 time enter and inspect any vehicle collecting or transporting
15 solid waste, for the purpose of ascertaining the following:

16 (1) Any collection or transportation of solid waste which may
17 be in violation of this Chapter or franchise of the City of
18 Margate.

19 (2) That access may be necessary to conduct a complete
20 investigation of a possible violation of (1) above.

21 (c) Any hauler shall allow immediate entry or access to any
22 authorized agent of the City of Margate or Broward County who
23 requests entry for the purpose of inspection or investigation

1 as above provided, and who presents appropriate credentials,
2 and such person shall not obstruct, hamper or interfere with
3 any such investigations. Such investigations shall only be
4 conducted during hours of operation of the hauler when there
5 is reasonable cause to believe that a violation of this
6 section may exist.

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

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

13 (f) All franchises granted within the City of Margate, for the
14 hauling of solid waste within the City of Margate, shall be
15 deemed amended to provide that each franchisee agrees to the
16 inspections as provided in this section.

17 SECTION 2: All ordinances or parts of ordinances in
18 conflict herewith are and the same is hereby repealed to the
19 extent of such conflict.

20 SECTION 3: If any section, sentence, clause, or phrase
21 of this ordinance is held to be invalid or unconstitutional by
22 a court of competent jurisdiction, then said holding shall in
23 no way affect the validity of the remaining portions of this

ordinance.

SECTION 4: This ordinance shall become effective immediately upon passing at second reading.

PASSED ON FIRST READING THIS 19th day of June, 2013.

PASSED ON SECOND READING THIS 3rd day of July 2013.

ATTEST:


LESLIE WALLACE MAY, MMC
CITY CLERK


MAYOR FRANK B. TALERICO

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

Ruzzano Yes

Donahue Yes

Simone Yes

Peerman Yes

Talerico Aye

Ruzzano Yes

Donahue Yes

Simone Yes

Peerman Aye

Talerico Aye