

# **CHAPTER 8**

## **GARBAGE AND TRASH**

Article I. Residents using service.  
Article II. Residents not using service.

### **ARTICLE I. RESIDENTS USING SERVICE.**

There is hereby established a franchise by and between the Town of Melbourne Village, a Municipal Corporation of the State of Florida, hereinafter called the "Town", and Harris Sanitation, Inc., of Melbourne, Florida, hereinafter called the "Contractor". In consideration of the covenants and agreements contained herein, and the consideration paid by the Contractor to the Town, it is agreed as follows: (Ord. 81-4. 12/11/81)

**SECTION 8-1.** Definitions: For the purpose of this ordinance, the definitions contained in this section shall apply unless otherwise specifically stated. When not inconsistent to the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

(a) *GARBAGE*: The term "garbage" shall mean all putrescible animal and vegetable wastes, resulting from growing, processing, marketing and preparation of food items, including containers in which packaged.

(b) *DOMESTIC RUBBISH*: The term "domestic rubbish" shall mean all newspapers, magazines, cardboard boxes, clothing and discarded personal items.

(c) *GARDEN RUBBISH*: The term "garden rubbish" shall mean all grass or shrubbery cuttings, resulting from the care of lawns, shrubbery, vines and tree limbs, not to exceed three (3) feet in length and four (4) inches in diameter. (Christmas trees not included).

(d) *REFUSE*: The term "refuse" shall mean all garbage, domestic rubbish and garden rubbish intended for disposal.

(e) *FRANCHISE*: The term "franchise" shall include the words "contract" and "agreement".

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## **SECTION 8-2. COLLECTION OF REFUSE.**

(a) The collection and disposal of refuse by the Contractor shall be in accordance with the Ordinances of the Town of Melbourne Village and the regulations of the Florida Board of Health and the County Board of Health and shall be subject to inspection by the Commissioners of the Town of Melbourne Village or its designated representatives.

(b) **Points of Collection:** The point of collection of all refuse by the Contractor shall be in an area adjacent to the street end of the driveway and not over five (5) feet from the curb line. In case of commercial establishments, the point of collection will be in an area designated by the commercial establishment. An exception would be made for handicapped persons.

(c) **Frequency of Collection:** In the residential areas, refuse will be picked up at least twice each week. The Contractor, in the event of change of schedule, shall notify the Town Clerk not less than 10 days prior to change.

In case of commercial establishments generating large quantities of garbage, collection frequency will be sufficiently often to prevent a health hazard.

There are five (5) recognized holidays. These are: New Years, Fourth of July, Labor Day, Thanksgiving and Christmas. These days shall be excluded from the pick-up schedule and the pick-up will be on the following regular pick-up day.

(d) **Collection Quantity:**

1. Garbage: Based on three (3) thirty-gallon cans (or the equivalent) for each scheduled pick-up date for each individual residence.

2. Domestic and Garden Rubbish: Based on one-half (1/2) cubic yard for each scheduled pick-up for each individual residence. Note: Three and one-half 30-gallon cans equal 1/2 cubic yard.

3. Leaves and grass cuttings shall be placed in comparable containers as to prevent littering.

(e) **Collection Rates:** The Contractor proposes to perform the above listed services for the following monthly fee.

1. The monthly rate for single family residence, \$5.75.

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2. The monthly rate per unit for apartment houses or bungalow courts, \$5.75.
3. Collection of refuse at commercial establishments shall be rated on a yardage basis.

\$3.00 per cubic yard (7 cans = 1 yard)  
Customer furnished cans.

\$3.00 per cubic yard (plus container fee),  
Contractor mechanical container

The Contractor agrees to furnish special containers (Dumpster type) to commercial establishments if requested by the establishment, at the following rates:

2 cubic yards - \$16.00  
3 cubic yards - \$18.00  
4 cubic yards - \$22.00  
6 cubic yards - \$25.00

Special pick-up service may be provided to the customer at a minimum cost of \$10.00 per pick-up for oil, furniture, kitchen appliances, earth (sod), trees, wallpaper, roofing material, plaster, concrete, lumber, waste or substances that may accumulate or result from repairs to land, buildings, or cars, or waste inventory materials, or from any industrial or appliance business, or results from clearing lots or building operations or any other large items not covered by the definition of refuse.

**SECTION 8-3.** In return for the privilege of collecting and disposing of refuse within the Town of Melbourne Village, the Contractor shall pay the Town an amount equal to five (5) percent of his gross receipts as a Franchise Fee, payable quarterly.

**SECTION 8-4. EQUIPMENT.** The Contractor shall furnish, maintain in a satisfactory operating condition and operate the equipment to satisfactorily perform under the provisions of this contract. Only qualified operators will be permitted to operate the equipment.

All vehicles used by the Contractor must be of a type which will prevent loss of contents at any point from collection to disposal.

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**SECTION 8-5. HOURS OF OPERATION.** Refuse collection and disposal service to be accomplished will be performed between the hours of 0600 and 1800 hours (6:00 a.m. and 6:00 p.m.) on Mondays through Saturdays. In the event of an emergency, involving personnel or equipment or holidays, the hours of collection may be extended upon application to the Town Commission.

## **SECTION 8-6. GENERAL PROVISIONS.**

(a) The Town agrees to permit the Contractor to require a SEVEN DOLLAR (\$7.00) refundable deposit for each new customer receiving garbage collection service. In case of delinquency at termination of services, this deposit will be applied to bill.

(b) The Town agrees to permit the Contractor to require a SEVEN DOLLAR (\$7.00) refundable deposit for each customer receiving garbage collection services who has been delinquent in payment for more than thirty (30) days if not covered in paragraph (a) above.

(c) The Town agrees to permit the Contractor to charge a delinquent fee not to exceed ten percent (10%) per annum on the unpaid balance of any account delinquent for more than thirty (30) days.

(d) Deviations from the above listed rates will not be authorized except upon the written request from the Contractor and only upon substantiation of the need for such deviation to the Town Commission.

(e) In the event of any increase in dumping fees or charges now assessed by the County, applicable to the services rendered under this agreement, the Town shall be notified in writing by the Contractor of any additional fees or charges. Upon completion of negotiations with the Town Commission the customer shall, in turn, be assessed the additional increase in rate.

(f) It is further understood and agreed by and between the parties hereto that the Contractor shall not assign, underlet, or sublet this contract or any part thereof without the written consent of the Town Commission of the Town of Melbourne Village. In the event such consent shall be gained, the Contractor shall be liable for the faithful performance of this contract for the remainder of the period below expressed.

(g) It is further understood and agreed by and between the parties hereto that if the Contractor shall at any time during the continuance of this contract, or during the period expressed, fail to carry out the work that is to be done under this contract, then the municipality may at its

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option, declare this contract null and void, provided that thirty (30) days after appropriate notification, the Contractor has failed to take corrective action.

(h) It is further understood and agreed by and between the parties hereto that the Town of Melbourne Village shall have access to all books and accounts connected with this contract.

(i) The Contractor shall protect and save harmless the municipality from any damages to any person or property that may occur in the performance of this contract and from any suit or judgment or other thing whatsoever that shall occur in such performance or growing out of anything done or intended to be done hereunder. The amount and type of liability insurance presently carried or to be carried in connection with this contract will be so stated. The Contractor shall carry the following amount and type of liability insurance, to wit: \$300,000.00 bodily injury each person, \$500,000.00 each accident and \$100,000.00 property damage.

(j) Changes in Cost of Doing Business: The collection rate payable to the Collector for the second and subsequent years of the term herein shall be subject to adjustment upward or downward to reflect changes in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. At the beginning of the second year of the agreement, and every year thereafter, the collection rate shall be increased or decreased by a percentage amount equal to the net percentage change in the CPI computed as follows:

Beginning with the first month of the second year, the net change shall be the difference between the said CPI for the last full month preceding the agreement and the last month of the first year. Subsequent years of the agreement shall be subject to adjustment annually based upon the net change for the preceding twelve (12) month period.

(k) In the event excessive amounts of debris or refuse has accumulated by reason of any storm, freeze, natural disaster, severe disturbance, riot or other calamity, the Contractor shall submit a certified estimate to the office of the Town Clerk, of additional payroll costs, equipment and disposal costs to remove and dispose of the excessive debris or refuse. The Contractor shall submit such estimate for review and approval prior to performing this additional work. The Town Commission shall determine the validity of the Contractor's estimate and if approved, the Clerk shall furnish written approval to the Contractor before any bill may be submitted to the Town of Melbourne Village for payment.

(l) It is further understood and agreed by and between the parties hereto that the residents of the Town of Melbourne Village are not required to engage the services of the Contractor under the terms of this franchise ordinance and said residents, in their sole discretion, may dispose of their rubbish and refuse by other reasonable, proper and legal methods.

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**SECTION 8-7.** All ordinances or parts of ordinances in conflict herewith, including but not limited to Ordinance No. 86, are hereby repealed.

**SECTION 8-8. SEVERABILITY.** If any section, subsection, sentence, clause, phrase, or portion of this (regulation) ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of this ordinance and said holding shall not affect the validity of the remaining portions thereof.

**SECTION 8-9. DURATION OF ORDINANCE AND TERM OF FRANCHISE.** This ordinance and franchise shall become effective January 1, 1982, and extend until termination, which is December 31, 1987; provided that upon the mutual written consent of the Contractor and the Town Commission, this franchise ordinance may be revised every two years.

## **ARTICLE II. RESIDENTS NOT USING SERVICES**

**SECTION 8-10.** Residents not utilizing Contractor services are responsible for effecting disposition of their own garbage and trash in such a manner that no health hazard, fire hazard or public nuisance is created. Compost piles are authorized so long as no health or fire hazard, or public nuisance is created. (Ord. 85-1, S 1)

**SECTION 8-11.** No person shall permit the accumulation of garbage or trash so as to create a potential health hazard, fire hazard or public nuisance. Burning of garbage or trash outside an enclosed structure within the boundaries of the town is prohibited. (Ord. 85-1, S 2)

**SECTION 8-12.** Any person violating the provisions of this Chapter shall be subject to the penalties set forth in Section 1-9 of this Code. (Ord. 85-1, S 3)