

ORDINANCE 2011-01

AN ORDINANCE GRANTING TO WASTE PRO, INCORPORATED A SOLID WASTE COLLECTION FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MELBOURNE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Melbourne Village, Florida recognizes that the Town of Melbourne Village and its citizens need and desire the continued benefits of solid waste, garbage, and yard trash collection; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to maintain and operate facilities and equipment essential to the provision of such service in addition to administrative functions, and the Town of Melbourne Village does not desire to undertake to provide such services; and

WHEREAS, Waste Pro, Inc. has the demonstrated ability to supply such services; and

WHEREAS, The Town's previous Solid Waste Franchise with Waste Management has expired, and

WHEREAS, The Town sought, through a sealed bid process, to assign a new franchise for these services that would be most economical for the residents of the Town while satisfying the required levels of service, and

WHEREAS, Town of Melbourne Village desires to enter into a New Franchise Agreement providing for the payment of fees to the Town of Melbourne Village in exchange for the exclusive and nonexclusive rights and privileges of supplying solid waste collection and other services within the Town of Melbourne Village free of competition from the Town of Melbourne Village, pursuant to certain terms and conditions as stated in the Contract, and

WHEREAS, the Town Commission of the Town of Melbourne Village deems it to be in the best interest of the Town of Melbourne Village and its citizens to enter into the New Franchise Agreement with Waste Pro, Incorporated;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF MELBOURNE VILLAGE, FLORIDA:

Section 1. There is hereby granted to Waste Pro, Incorporated (hereinafter called the "Grantee"), for the period of 3 years from the effective date hereof, exclusive and nonexclusive right, privilege and franchise (hereinafter called "franchise") to and for the collection of solid waste, garbage, and yard trash within the Town of Melbourne Village, Florida, (hereinafter called the "Grantor"), in accordance with the provisions of the attached contract ("Contract") for the purpose of supplying services to the Grantor and its successors, and the inhabitants thereof.

Section 2. The terms of the Contract shall govern the operation of the Grantee in the Town of Melbourne Village, and shall be amended only by application of superseding law or amendment of this Ordinance.

Section 3. All rates established by the Grantee are set forth in Appendix A to the attached Contract. These rates shall be subject to adjustment as provided for in the Contract. Such adjustments shall be by resolution of the Commission.

Section 4. As a consideration for this franchise, the Grantee shall pay to the Grantor, a ten percent (10%) franchise fee for all residential solid waste collection, commercial solid waste collection, and recycle collection, to be paid on all charges collected by the Contractor, as allowed by law, to the Town of Melbourne Village.

Section 5. As agreed in the bidding process the Grantee shall pay the Town's costs of processing this contract in the amount of \$1,500.00.

Section 6. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 7. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 8. All other ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed.

Section 9. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance. The effective date of this ordinance shall be the date upon which the Grantee files such acceptance.

PASSED on first reading this 27th day of January, 2011 and
PASSED on second reading this 8th day of February, 20011 and
PASSED AND ADOPTED on the third reading this 22 day of March, 2011.

TOWN OF MELBOURNE VILLAGE, FLORIDA

By: _____
L. Scott McCoy, Mayor

ATTEST:

By: _____
Gail E. Griswold, Town Clerk

Attachments:

- 1) The Contract for Solid Waste Collection Services
- 2) Appendix A – Rates and Fees
- 3) Appendix B – Town Owned and Operated Locations