



Town of Malabar

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www.townofmalabar.org

Monday, November 14, 2016

To All Those Served by Waste Management

The Town posts to its Web-Site information regarding collection information for Waste Management in the event a Holiday falls on a weekday that a collection is normally scheduled.

The information is published in the *Florida Today* newspaper at least 10 days in advance of the holiday, both in the online and print versions. It is available on www.wm.com and through Waste Management's Customer Experience Center at (321) 723-4444.

Waste Management is unable to provide collection service on days where the Brevard County Landfill and Transfer Stations are Closed. There are five holidays where Brevard Facilities are closed and there is no collection: Memorial Day, Independence Day, Veterans Day, Thanksgiving Day and Christmas Day. Waste Management operates on every other holiday.

THIS SCHEDULE HAS BEEN IN PLACE SINCE 2013

Attached is a copy of the most recent Advertisement placed by Waste Management.

Below is a copy from the contract between the Town and Waste Management as to the exact language as to the requirements of both parties.

E. The COLLECTOR shall not be required to furnish collection services on the following specified holidays: Memorial Day, Fourth of July, Veterans Day, Thanksgiving Day and Christmas Day. The COLLECTOR shall notify all customers whose normal collection day falls upon such holidays that no collection service will be provided on such day and the date of the next normal collection day at least ten (10) days and not more than thirty (30) days prior to said holiday. Said notice shall be in the form of an advertisement in a newspaper of general circulation published within the COUNTY. The COLLECTOR will collect rubbish and garden trash on the next scheduled collection day. If the County chooses to close the landfill on additional days, the COLLECTOR shall not be required to provide collection services on that day.

Also included are sections 6, 7, 9, 15 and 18 which further spells out the requirements of all parties (Waste Management, Town of Malabar and Citizens of Malabar) as they apply to the contract currently in force. The full contract is available on the Town of Malabar website under ordinance 2014-12

It is my opinion (based on surrounding communities) that Waste Management operates well within the confines of the contract and provides an excellent and economical service to the citizens of Malabar.



Douglas C. Hoyt
Administrator,
Town of Malabar

Enc.

-NOTICE-



-NOTICE-

Waste Management will not service garbage, recycling or yard waste in Brevard County on Friday, November 11, 2016 in observance of Veterans Day.

West Melbourne customers scheduled for Friday, November 11 will be serviced on Monday, November 14.

Palm Bay customers scheduled for Friday, November 11 will be serviced on Saturday, November 12.

All other cities and unincorporated Brevard County customers will be serviced on their next regularly scheduled collection day.

**Water Management Customer Service Department:
North Brevard (321) 636-6894
South/Central Brevard (321) 723-4455**

PROOF O.K. BY: _____ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: WASTE MANAGEMENT
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SECTION 6. DUTY OF CUSTOMERS.

A. All garbage and rubbish and all grass cuttings, leaves, small clippings and trimmings generated from a single-family residence, individual multiple-family residence, or individual commercial unit shall be placed by the customer in one or more garbage receptacles, plastic bags or other containers which are acceptable to the COLLECTOR and approved by the Director and placed at the applicable collection point on the designated collection day. All other solid waste shall be stacked in uniform direction at the applicable collection point and shall include only items in size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. Any special collection solid waste shall be placed at the collection point on the collection day for special collection solid waste.

B. All solid waste generated from a bulk commercial unit or a bulk multiple-family residence, other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day.

C. The customer shall place all solid waste at the following collection points for the specified categories of property:

(1) Single-family residence: At a point within the parkway abutting such residence no farther than five (5) feet from the curb line or paving line, or, in the case no parkway exists which abuts the customer's property, at a point no greater than five (5) feet from curb line or paving line of the nearest public street, or, in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.

(2) Individual commercial unit and individual multiple-family residence: At those points designated by the COLLECTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer.

(3) Bulk multiple-family residence and bulk commercial unit: At a point designated by the COLLECTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer. In the event of a dispute between the COLLECTOR and a customer regarding the location of the collection point in the COLLECTOR's decision shall be subject to approval by the Director.

SECTION 7. HAZARDOUS WASTE.

A. No customer shall place or deposit hazardous or infectious waste at any solid waste collection point or in any other place where it might reasonably be expected to be collected by COLLECTOR.

B. The COLLECTOR shall not dispose of hazardous or infectious waste at any Brevard County solid waste disposal facility. The COLLECTOR shall refuse to collect solid waste from a customer if the COLLECTOR believes that such solid waste contains hazardous or infectious waste. If the COLLECTOR believes that a customer is depositing hazardous waste for collection, the COLLECTOR shall immediately notify the Director.

SECTION 9. HURRICANE OR OTHER DISASTER.

A. In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Director shall grant the COLLECTOR a variance from regular routes and schedules. As soon as practicable after such event, the COLLECTOR shall advise the Director when it is anticipated that normal routes and schedules can be resumed. The Director shall make an effort through the local news media to inform the public when regular services may be resumed.

B. The COLLECTOR shall not be responsible for nor have an obligation to collect, transport or dispose of debris or other waste material from a hurricane, severe storm or other natural or man-made disaster unless the TOWN enters into a written agreement with COLLECTOR specifying the terms and compensation for such services. Should the parties enter into a written agreement and in the event the storm is declared a disaster such that FEMA is authorized to participate in managing the cleanup, the COLLECTOR shall be responsible for the preparation of all documents and forms and support information required by FEMA. Such documents, forms and information shall be submitted to the TOWN by the CONTRACTOR within the time limits established by FEMA for such filings.

C. The parties agree, storms and other disasters, whether named or not, often cause volumes of solid waste to increase measurably once the disaster terminates. Accordingly, once the COLLECTOR resumes normal collection routes after a disaster whether or not it is one declared by FEMA, the COLLECTOR may be entitled to additional compensation for the collection, transportation and/or disposal of solid waste in excess of historical volumes for the period in question as the result of such disaster event. COLLECTOR shall substantiate the additional costs caused by the event by providing documentation and corroboration of increased costs for personnel and labor, equipment, transportation costs (including fuel and additional trip times) and disposal costs as applicable. The TOWN shall have the right to audit such costs.

SECTION 15. FORCE MAJEURE.

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

SECTION 18. DUTIES OF THE COLLECTOR, GARDEN TRASH COLLECTION, BULK YARD WASTE

A. The COLLECTOR shall pickup all properly prepared Garden Trash and Bulk Yard Waste placed at the curb or at the designated collection point from each single-family residence, individual multiple-family residence and bulk multi-family residence, not less than one (1) time per week. The COLLECTOR shall notify the customers of the applicable schedule of Garden Trash collection at least ten (10) days prior to an alteration of said schedule.

B. The COLLECTOR shall pick up all properly prepared Garden Trash and Bulk Yard Waste placed on those road medians or common areas of subdivisions, apartments, townhouses or other multi-family units prescribed by the Director, in consultation with the COLLECTOR, not less than one (1) time per week. The schedule for pick up shall be the same as for other residences in the collection area.

C. The COLLECTOR shall only remove Garden Trash and Bulk Yard Waste placed at the curb from all residences that receive regular residential solid waste collection service. There shall be no limit to the quantity of Garden Trash or Bulk Yard Waste that will be picked up from each residence so long as the Garden Trash is prepared as follows: All branches, fronds and other material must be cut into lengths not exceeding four (4) feet in length, twelve (12) inches in diameter, and fifty (50) pounds in weight and separated from other solid waste. All grass cuttings, leaves and small clippings and trimmings shall be containerized in containers which are acceptable to the COLLECTOR and approved by the Director. Garden Trash exceeding the size and weight described in this paragraph will be picked up by a claw truck as Bulk Yard Waste.

D. For providing Garden Trash Collection Service and Bulk Yard Waste as specified herein, to all improved residential real property within TOWN, the COLLECTOR shall be compensated in accordance with Exhibit 1.