



INDIAN RIVER COUNTY
APPLICATION AND AGREEMENT FOR DISPOSAL OF SEPTAGE, FOOD ESTABLISHMENT
SLUDGE AND PORTABLE RESTROOM WASTEWATER
JUNE 2022

Date:	
Applicant:	
Contact Name:	
Street Address:	
City, State, Zip:	
Business Phone:	
After Hours Phone:	
E-mail:	
Website:	
Number of trucks:	
Total estimated monthly disposal volume or tonnage:	

Under this Application and Agreement for Disposal of Septage, Food Establishment Sludge and Portable Restroom Wastewater (Agreement), Indian River County will accept, for treatment and disposal process, wastewater from septage, food establishment sludge and portable restroom wastewater. The applicant desires to dispose of process wastewater in accordance with current regulations.

REQUIREMENTS OF ACCEPTANCE

1. All vehicles used must meet state and federal regulations governing transport of waste liquid on public roadways.
2. Applicants must provide a copy of their Indian River County Occupational License and their Florida Department of Health operating permit.
3. Applicant is responsible for any damages to Indian River County property or injuries to Indian River County personnel arising from the Applicant's disposal activities. Applicant shall defend, hold harmless and indemnify Indian River County with respect to any and all actions, causes of action, liabilities, losses, damages or expenses (including reasonable attorneys' fees) arising out of or relating to any negligence, intentional misconduct, breach of the requirements set forth herein, or breach of applicable law by Applicant in conjunction with any of the activities described herein.



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4. Applicant must have approval from the Indian River County Department of Utility Services (IRCDUS) prior to delivery at the Residual Dewatering Facility located at 1325 74th Ave SW, Vero Beach, FL 32968, or at the Central Wastewater Treatment Facility located at 3550 49th Street, Vero Beach, FL 32967.
5. The only accepted wastes under this Agreement shall be septage, food establishment sludge and portable restroom wastewater. All other waste shall be prohibited under this Agreement. The wastes can only include septage, food establishment sludge and portable restroom wastewater generated within Indian River County. **Waste material hauled from car wash systems, packing houses or any other non-domestic source is a violation of the IRCDUS Septic Hauler Agreement. This type of material is not considered septage, food establishment sludge, or portable restroom wastewater, and will be considered a violation of the IRCDUS Septic Hauler Agreement.**
6. Violation of Item 5 shall be subject to the following penalties: The first violation is subject to a fine of \$500. The second violation is subject to a fine of \$1,500. A third violation shall find this Agreement null and void with privileges to use the facility revoked.

First Violation

1. The first violation of the Agreement can be dismissed after one (1) year from the date of the initial violation provided no additional violations have been issued. The applicant must submit a request for dismissal in writing to IRCDUS for approval.

2. Second Violation

1)

- a) The second violation of the Agreement can be dismissed after one (1) year from the date of issuance of the second violation provided no additional violations have been issued. The applicant must submit a request for dismissal in writing to IRCDUS for approval.
- b) Provided the second violation is dismissed by IRCDUS, from the date that the second violation is dismissed the initial violation can be dismissed following another full year of no additional violations. The applicant must submit a request for dismissal of the initial violation in writing to IRCDUS for approval

Third Violation

1. One (1) year suspension from the date of the final determination notice.
2. Privileges can be reinstated after serving a one (1) year suspension upon written request by the Hauler and approval by IRCDUS.
3. Any further violations following reinstatement will be followed by a life-time ban of privileges to use the Facility



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Examples of the violation forgiveness schedule

	Date of Occurrence		Date of removal	
Violation #1	8/1/2022	if no other violations	8/1/2023	1 year
Violation #2	9/1/2022	if no other violations	9/1/2023	1 year
Removal of initial Violation #1 after a removal of a Violation #2				
Violation #1		if no other violations	9/1/2024	1 year
Violation #3	10/1/2022	1 year suspension	10/1/2023	
any further violations will be followed by a life-time ban				

7. This Agreement shall be renewed on an annual basis, with the hauler applying 30 days prior to the end of the term year. A standard term year is from June 1st to May 31st.
8. PAYMENTS, CHARGE ACCOUNT & BILLING.
 - a. The Indian River County landfill accepts cash, checks and credit cards for payments; alternatively, a charge account is available.
 - b. A \$500 cash or surety bond is required to use checks.
 - c. A minimum of \$2,000 cash or surety bond is required to setup a charge account. This establishes a credit limit. If at any time the account balance exceeds the credit limit, the account will go on hold. To avoid disruption, it is recommended that the bond reflect two months of activity.
 - d. Bills for monthly charges and fees are due on the 20th day from the date of the invoice. If any monthly bill remains unpaid on the 21st day of the month for such service, a penalty shall be imposed and added to the invoice in the amount of two dollars (\$2.00) plus one and one-half percent (1½%) interest monthly.
 - e. Non-payment within thirty (30) days, credit is stopped (placed on hold).
 - f. Non-payment within forty-five (45) days shall be grounds to terminate the acceptance of wastewater for treatment.
 - g. Non-payment within sixty (60) days, the Cash or Surety Bond shall be utilized to satisfy the payment of the amount due including interest or any cost associated with collection. Collection of any remaining monies due shall be pursued as provided by law and may be grounds for legal action.



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9. Prior to any disposal activity, the Applicant will provide to Indian River County at the time of application a certificate(s) of insurance verifying auto liability insurance with combined limits for bodily injury and property insurance in an amount no less than \$300,000 per occurrence. Indian River County shall be named as additional insured. Insurance must remain in effect and a current certificate be kept on file with Indian River County.
10. The Applicant shall not assign any interest in this application and Agreement and shall not transfer any interest without the prior written consent of the County.
11. The current disposal fees are \$15.23 per wet ton of wastewater, which rate is subject to change per approval by the Board of County Commissioners.
12. Indian River County reserves the right to cancel and terminate this Agreement and the right of Applicant to dispose of process wastewater at the Residuals Dewatering Facility in the event of a violation of the terms of this Agreement or a bypass or upset event. Indian River County also reserves the right to seek any other remedy at law or in equity in the event of a violation of the terms of this Agreement or a bypass or upset event.
13. Haulers must abide with all requirements by IRCDUS, as well as remain compliant with applicable sections of Florida Administrative Code 64 E-6 (Standards for Onsite Sewage Treatment and Disposal), in addition to any state or local regulatory requirements.
14. The IRCDUS Septic Hauler Agreement is transferable only upon IRCUDS approval. The hauler shall be liable for any noncompliance of the Agreement until the transfer is approved by IRCDUS. Change of ownership or business name does not dissolve past violations of the Hauling Agreement unless just cause is provided in writing and the request approved by IRCDUS. Violations of the Agreement do not sunset at the end of the Agreement and are cumulative.
15. All Indian River County Department of Utility Services septage & grease logs and manifest sheets including porta potty route sheets are considered public records. In the event a public records request is made by another party, IRCDUS will provide Applicant/Hauler with notice in order to allow Applicant/Hauler to seek a protective order to preserve the confidentiality of the records.

DISPOSAL PROCEDURES

1. Septage and food establishment waste is received at the Residual Dewatering Facility to customers with active accounts between 7 am and 5 pm, 7 days per week. It is located at 1325 74th Avenue SW, Vero Beach. The Residual Dewatering Facility is closed on New Year's Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.
2. Portable restroom wastewater is received at the Central Wastewater Treatment Facility, located at 3550 49th Street, Vero Beach. The hours are Monday through Friday, 7:00 am to 3:30 pm, and is closed on the weekend. The Central Wastewater Treatment Facility is also closed on New Year's Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.



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3. Each vehicle must weigh-in and weigh-out at the scalehouse, and each load of wastewater must be accompanied by an accurate and complete Septage Manifest Log Sheet attached hereto as Exhibit "A". Portable Restroom and Portable or Stationary Holding tank waste deliveries must be accompanied with a route sheet that details the location address that the product was collected. The route sheet must be included with the manifest sheet at the time of delivery.
4. Applicant shall submit a Safety Data Sheet (SDS) prior to the delivery of the first load of any chemicals used in portable restroom wastewater treatment or changes in chemicals or products used.
5. Offloading of hauled wastes is to be done at a rate no higher than what IRCDUS has set the equipment for. Any tampering with receiving equipment constitutes a violation of the terms of the contract and will be subject to termination of dumping privileges and reimbursement of any costs associated with the repair and/or replacement of receiving equipment.
6. Discharge may be sampled by Indian River County at any time to test the characteristics of the discharge.
 - a. pH must be between 5.5 to 9.5 s.u. to be accepted.
7. All drivers shall enter waste discharge bays in a manner that accommodates other trucks waiting to dispose of wastewater.
8. All spilled waste in paved discharge areas must be hosed down after every disposal of wastewater. If the areas are not hosed down and the site is left a mess, the following penalties shall apply: the first violation is subject to a clean-up fee of \$250. The second violation is subject to a clean-up fee of \$750. These fees will be added to your account. A third violation shall find this Agreement null and void with privileges revoked. ~~Violations of the Agreement do not sunset at the end of the Agreement and are cumulative.~~
9. Wash hoses must be coiled and hung back on hose rack after each use.
10. Vehicle vacuum pump oil blow-down discharge is strictly prohibited.
11. In the event of malfunction that may prohibit off-loading, you will be notified and assisted in finding an alternate method or location for dumping if this occurs.

County Contact

Richard Meckes
Wastewater Superintendent
Indian River County Department of Utility Services
4350 41st Street
Vero Beach, FL 32967
(772) 226-3423
rmeckes@ircgov.com



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I have read and understand the requirements set forth in this application and Agreement.

Print Name

Signature

Title

Date

APPROVED

Print Name

Signature, Director, Indian River County Department of Utility Services
Per Resolution 2017-052

Date