



**INDIAN RIVER COUNTY, FLORIDA  
DEPARTMENT OF UTILITY SERVICES**

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**Date:** May 3, 2019  
**To:** Jason E. Brown, County Administrator  
**From:** Vincent Burke, P.E., Director of Utility Services  
**Subject:** Modifications to Septic Hauler Agreement for the Residuals Dewatering Facility

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**BACKGROUND**

On May 23, 2017, the Indian River County Board of County Commissioners (BCC) approved the Indian River County Department of Utility Services (IRCDUS) request to implement the Application and Agreement for Disposal of Septage, Food Establishment Sludge and Portable Restroom Wastewater (Agreement) with Indian River County Septage and Food Residual haulers that use the Indian River County Residuals Dewatering Facility (RDF).

**ANALYSIS:**

Per BCC direction in the May 2, 2017 meeting, the RDF immediately ceased accepting out-of-county waste from non-Indian River County haulers and no longer accepted any out-of-county waste from Indian River county haulers as of June 1, 2017. Since the stoppage of out-of-county wastes being received and processed at the RDF, the downstream West Regional Wastewater Treatment Facility (WRWWTF) has returned to operating within permit compliance, with the characteristics of the influent to the WRWWTF now falling within facility design parameters.

The original format of the Agreement has been in place since May 2017 without having received any updates. During that timeframe, IRCDUS staff have ensured hauler compliance with the Agreement. Annual review of the Agreement prior to renewal offerings afforded staff an opportunity to address items in the Agreement where minor changes to the language in the Agreement will allow staff to more thoroughly track the product that is being delivered to our facility. In addition, proposed language changes will also more clearly detail disposal procedures at the RDF. The requested changes are detailed below.

**Proposed Modifications to the Agreement**

Requirements of Acceptance Section:

- Change to #8.a. – American Express is now accepted so the sentence “Please note, American Express is not accepted” will be deleted.
- Addition of #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.

**Disposal Procedures Section:**

- Addition to #2 - 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.
- Change to #4 - 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.
- Addition to #7 - Violations of the Agreement do not sunset at the end of the Agreement and are cumulative.

**FUNDING:**

Any fines incurred once this agreement goes into effect will go into the Utilities Operating Fund.

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Septage/Sludge Disposal	471034-343470	Variable

**RECOMMENDATION**

Staff recommends that the Indian River County Board of County Commissioners approve the requested changes to the Application and Agreement for Disposal of Septage, Food Establishment Sludge and Portable Restroom Wastewater. Staff requests that the implementation of the changes take effect June 1, 2019.

**ATTACHMENTS:**

1. Draft of Application and Agreement – June 2019
2. Blank Portable Restroom/Holding Tank Route Sheet