

Indian River County, Florida
Department of Utility Services
Board Memorandum

Date: April 13, 2022
To: Jason E. Brown, County Administrator
From: Sean C. Lieske, Director of Utility Services
Subject: Modifications to Septic Hauler Agreement for the Residuals Dewatering Facility

Background:

On May 23, 2017, the Indian River County (IRC) 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 IRC septage and food residual haulers that use the IRC 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-IRC haulers and no longer accepted any out-of-county waste from Indian River county haulers as of June 1, 2017. Since out-of-county wastes stopped being received and processed at the RDF, the downstream West Regional Wastewater Treatment Facility (WRWWTF) has remained compliant with its permit conditions. The characteristics of the influent to the WRWWTF now fall within facility design parameters making compliance possible.

Annual review of the Agreement prior to hauler permit renewals afforded IRCDUS staff an opportunity to review opportunities for improvement in the Agreement. Minor changes to the language in the Agreement will more clearly define what types of waste are allowed to be disposed at the septic disposal site. Furthermore, the changes will provide septic haulers a chance to request removal of violations following a year of remaining in compliance. Finally, it will provide opportunity for haulers to argue their route lists should be considered confidential business information. The suggested changes are detailed below.

Proposed Modifications to the Agreement

Requirements of Acceptance Section:

- Addition to #5 of the Agreement – 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.

Addition to #6 – of the Agreement

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 Hauler must submit a request for dismissal in writing to IRCDUS for approval.

Second Violation

2.
 - 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 Hauler must submit a request for dismissal in writing to IRCDUS for approval.
 - b) Provided the second violation is dismissed by IRDUS, from the date that the second violation is dismissed he initial violation. can be dismissed following another full year of no additional violations. The Hauler must submit a request for dismissal of the initial violation in writing to IRCDUS for approval

Third Violation

1. One (1) year (365 day) 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

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				

Addition of a new section #14

- The IRCDUS Septic Hauler Agreement is transferable only upon IRCUDS approval. The hauler shall

Consent Item

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.

Addition of a new section #15 –

- 1. 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 Section:

Removal of language contained in #8 –

- (REMOVE) Violations of the Agreement do not sunset at the end of the Agreement and are cumulative.

Funding:

Fees received under this Agreement will go into the Utilities operating fund revenue account, Utilities/Service Charges/Sludge/Septage/Sludge Disposal, number 471034-343470. Revenues for the remainder of Fiscal Year 2021/2022 are estimated to be \$200,000.

ACCOUNT NAME	ACCOUNT NUMBER	AMOUNT
Utilities/Service Charges/Sludge/Septage/Sludge Disposal	471034-343470	\$200,000

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, 2022.

Attachments:

- 1. Draft of Application and Agreement – June 2022