

**FIRST AMENDMENT TO SOLID WASTE AND RECYCLABLES
COLLECTION FRANCHISE AGREEMENT BETWEEN INDIAN RIVER
COUNTY SOLID WASTE DISPOSAL DISTRICT (“SWDD”) AND WASTE
MANAGEMENT INC. OF FLORIDA (“FRANCHISEE”)**

**THIS FIRST AMENDMENT TO SOLID WASTE AND RECYCLABLES
COLLECTION FRANCHISE AGREEMENT BETWEEN INDIAN RIVER COUNTY
SOLID WASTE DISPOSAL DISTRICT (“SWDD”) AND WASTE MANAGEMENT
INC. OF FLORIDA (“FRANCHISEE”) (“First Amendment”)** is entered into as of the ____
day of December 2024 by and between the Indian River County Solid Waste Disposal
District, a dependent special district of INDIAN RIVER COUNTY (hereinafter, “SWDD”)
and Waste Management Inc. of Florida, a Florida corporation (hereinafter “Franchisee”).

RECITALS

WHEREAS, on July 2, 2024, SWDD and Franchisee entered into the Solid Waste and
Recyclables Collection Franchise Agreement Between Indian River County Solid Waste
Disposal District (“SWDD”) and Waste Management Inc. of Florida (“Franchisee”)
(collectively referred to as the “Agreement”); and

WHEREAS, SWDD and Franchisee desire to amend the Agreement to provide clarifications and
to accept certain negotiations that enhance the Agreement and provide a reduction in certain fees to our
residential, multi-family and commercial customers,

NOW THEREFORE, in consideration of the mutual undertaking herein and other good
and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the
parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

2. Article 1. Definitions Amended.

a. The definition of Bulk Trash is removed in its entirety and replaced with the
following:

Bulk Trash shall mean any non-vegetative item that cannot be containerized,
bagged, or bundled, or whose large size or weight precludes its handling,
processing, or disposal by normal methods. Bulk Trash shall include, but not be
limited to, furniture, white goods (appliances such as stove, washer, dryer, fridge,
etc.), grills, lawn equipment, furnaces, bicycles, and vehicular tires up to 25” inches
diameter which may be on or off the rim. The following items are excluded:
carpet/rugs, motor vehicles or similar property not having a useful purpose to the
owner or abandoned by the owner and not included within the definition of solid
waste. Definition does not include Hazardous Waste or Construction and
Demolition debris.

- b. The definition of Roll Cart is removed in its entirety and replaced with the following:

Roll Cart shall mean a wheeled container designed and intended to be used for automated collection service and meeting specifications provided in Exhibit 5. All references to the size of the roll carts shall be in the standard size nomenclature of 35-gallon, 65-gallon and 95-gallon roll carts.

3. **Article 3.2.3. Amended.** The following sentence replaces Article 3.2.3. in its entirety:

3.2.3. Residential Customers may self-haul Solid Waste, Recyclable Materials, and/or Yard Waste to a permitted or appropriate disposal or processing facilities if they choose. Residential and Commercial Customers may also utilize a private hauler for the removal of Yard Waste, Bulk Waste or White Goods from a person's premises or place of business that must also include the transportation of the material from the site of generation to a Designated Facility. In either instance, the Universal Collection fees that are collected for the franchise services shall not be adjusted or reduced for the self-hauling or private hauler activity.

4. **Article 6.3.6. Amended.** The following sentence replaces Article 6.3.6. in its entirety:

6.3.6. For Multi-Family Units receiving Commercial Collection Service, recycling collection containers shall be placed at locations that are mutually acceptable to Franchisee and customer. Franchisee shall provide 95-gallon Recycling Roll Carts, dumpsters, or roll-offs, as needed and appropriate.

5. **Article 12.1.8. & 12.1.9 Amended.** The following sentences replace Article 12.1.8. and 12.1.9 in its entirety:

12.1.8. For all existing Commercial Customers that utilize manual locks prior to August 1, 2025, Franchisee shall confirm in advance of delivery if the Commercial Customer agrees to a replacement gravity lock on Commercial Containers. If a gravity lock is utilized, Commercial Customers shall be provided with keys for proper use of the Commercial Containers to prevent unauthorized use. The gravity lock for these existing Commercial Customers will be provided at no charge with the initial delivery effective October 1, 2025. For Commercial Customers requesting a gravity lock to be installed after August 1, 2025, the Franchisee shall charge the Commercial Customer an installation charge of \$175.00. If a Commercial Customer or Multi-Family Customer requires use of a manual lock on the Commercial Container, then Franchisee shall implement the Supplemental Charge as per Exhibit 1.

12.1.9. Franchisee is authorized to implement the Community, Litter, Environmental Protection, Awareness and Notice (CLEAN) program as follows:

The CLEAN program is a proactive program that acts against overflowing containers in the commercial areas of Unincorporated Indian River County and the Town of Indian River Shores to promote health, safety, and cleanliness in the community.

- a. Thirty (30) days prior to the commencement of the CLEAN program, October 1, 2025, Franchisee shall provide documentation to all Commercial Customers and Multi-Family locations that are using commercial containers with the intent of the C.L.E.A.N. program whose purpose is to minimize or reduce the overflow of materials outside of the Commercial Container(s). This effort shall be documented and provided upon request by the Contract Manager.
- b. In the event Franchisee determines a Customer's Container is overfilled with waste and or recyclables during a collection event, Franchisee shall take a digital photograph of the overfilled container in such a manner to present evidence of such Overfilling. For purposes of this section, overfilling is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches). Franchisee shall provide to the Customer, notice of such Overfilling on the Customers next invoice for each event of Overfilling and perform the following procedures:
 1. Provide the Customer with an opportunity for a one-time complimentary audit to be performed by the Franchisee to correct the Overfilling incident in the future and waive the Overfilling charges for the first incident.
 2. On the subsequent Overfilling incident, the Franchisee shall provide the customer the following four options:
 - a) Charge the customer the amount of two hundred dollars (\$200) per container. Overfilling charges shall not exceed eight hundred dollars (\$800) per month, per Customer; or
 - b) Either Right-sizing their container (e.g., upgrading from a 2-yard to a 4-yard container) to avoid the Overfilling Charge; or
 - c) Increasing the frequency of service (e.g., changing from once a week to twice a week) to avoid the Overfilling Charge; or
 - d) Purchase a Gravity Lock for \$175 (one-time fee) (No Overage Charge). It is the Customer's responsibility to utilize the Gravity Lock to prevent future overfilling incidents otherwise additional Overfilling Charges will apply.
- c. The CLEAN program shall commence at the start of the franchise agreement, October 1, 2025, for all Multi-Family locations that are using commercial containers based on the new reduced Multi-Family Supplemental Fees in Exhibit 1.

- d. The CLEAN program shall commence at the start of the franchise agreement, October 1, 2025, for all Commercial Customers as a 12-month pilot based on the new reduced Commercial Supplemental Fees in Exhibit 1. The Contract Manager shall notify Franchisee 30 days prior to the conclusion of the pilot that the CLEAN program shall continue or be terminated. If the CLEAN program is terminated, then the original Commercial Supplemental Fees in Exhibit 1 shall apply.

6. Article 12.2.1. Amended. The following sentence replaces Article 12.2.1 in its entirety:

12.2.1. Prior to the Commencement Date and in accordance with the transition plan specified in Article 5.1, Franchisee shall provide Solid Waste and Yard Waste Roll Carts for all Residential Customers within the Solid Waste Franchise Area, Recycling Roll Carts for all Residential and Multi-Family Units within the Recycling Franchise Area. Roll Carts must meet the technical specifications provided in Exhibit 5. SWDD reserves the right, at its sole discretion, to designate the number, size, and/or frequency of collection of Roll Carts provided to Multi-Family Units.

- a. An exception is being allowed for the purchase, delivery and weekly service of Yard Waste Roll Carts for specific designated communities within the Town of Indian Rivers Shores that do not allow curbside yard waste collection. The Contract Manager shall provide written authorization with the list of communities by January 31, 2025, with assurance that the Franchisee shall continue to receive the full compensation for the monthly services to these communities. The Franchisee shall make a good faith effort to assist the Town of Indian River Shores with community related programs to enhance recycling.
- b. An exception is being allowed for the purchase, delivery and weekly service of Solid Waste, Recycling and Yard Waste Roll Carts for the Blue Cypress Fishing Club Neighborhood located at 73rd Place, 73rd Lane and 73rd Manor in lieu of providing the existing weekly services for Solid Waste, Recycling, Yard Waste and Bulk Waste services through Commercial Container Services or Claw-Truck Services at the entrance of the Middleton's Fish Camp Park located at 7400 Blue Cypress Lake Rd., Vero Beach, FL32966. The Contract Manager shall provide written authorization with the list of properties by January 31, 2025, with assurance that the Franchisee shall continue to receive the full compensation for the monthly services to these communities.

7. Article 12.2.5. Amended. The following sentence replaces Article 12.2.5 in its entirety:

12.2.5. If a customer generates large quantities of Solid Waste and Yard Waste, the customer may request an additional Roll Cart to accommodate the extra materials. The Franchisee may charge a one-time fee at the rate defined per additional Roll Cart delivered. *The Franchisee shall offer a 9-month grace period for existing Solid Waste subscription customers that purchase a 2nd cart*

between January 1, 2025, and September 30, 2025, and waive the 2nd cart fee should they continue to keep the 2nd cart and agree to the monthly Residential Supplemental Collection fee at the start of the new franchise period. The maximum number of combined Solid Waste and Yard Waste Roll Carts per customer shall not exceed four (4).

8. **Exhibit 4 – Calculation of Rate Adjustment.** Any references to a fuel price adjustment are deleted in their entirety with all other provisions standing.
9. **Exhibit 1 – Collection Service Rates. Amended.** Upon approval of this Amendment, Exhibit 1 will be updated to reflect the following changes:

SUPPLEMENTAL CHARGES – RESIDENTIAL (Curbside)			
Service	Unit	Original	Revised
Each additional Roll Cart	Fee per cart and distribution	\$100.00	No Change
Collection of additional Roll Cart	Fee per month	\$15.00	\$10.00
Improperly prepared Solid Waste	Fee per cy	\$35.00	\$25.00
Improperly prepared Yard Waste	Fee per cy	\$35.00	\$25.00
Excessive Yard Waste	Fee per cy	\$35.00	\$25.00
Excessive Bulk Trash	Fee per cy	\$35.00	\$25.00
Cart Cleaning Services	Fee per event	\$150.00	No Change

SUPPLEMENTAL CHARGES – MULTI-FAMILY (Not-Curbside)			
Service	Unit	Original	Revised
Recyclables: Cart or Container Roll Out and Return	Fee per month	\$20.00	\$10.00
Solid Waste: Container Roll Out and Return	Fee per month	\$75.00	\$40.00
Opening and closing doors or gates	Fee per event	\$75.00	\$40.00
Moving customer container (at request)	Fee per event	\$150.00	No Change
Gravity Locks for containers (at request)	One-time fee	\$175.00	No Change
Unlock & Locking Containers	Fee per event	\$75.00	No Change
Cart Cleaning Services	Fee per event	\$150.00	No Change

SUPPLEMENTAL CHARGES – COMMERCIAL			
Service	Unit	Original ^(a)	Revised ^(b)
Solid Waste: Cart or Container Roll Out and Return	Fee per month	\$75.00	\$40.00
Opening and closing doors or gates	Fee per event	\$75.00	\$40.00
Moving customer container (at request)	Fee per event	\$150.00	No Change
Gravity Locks for containers (at request)	One-time fee	\$175.00	No Change
Unlock & Locking Containers	Fee per event	\$75.00	No Change
Cart Cleaning Services	Fee per event	\$150.00	No Change
a) No CLEAN program			
b) CLEAN program			

CLEAN PROGRAM			
OVERFLOWING INCIDENT	UNIT	OVERAGE CHARGE	CUSTOMER OPTIONS
1 ST Incident	Fee per event	\$0.00	Request a Solid Waste Audit
Additional Incidents	Fee per event	\$200.00*	1) Pay Fine 2) Increase Frequency (No Overage Charge) 3) Increase Size of Container (No Overage Charge) 4) Purchase a Gravity Lock for \$175 (one-time fee) (No Overage Charge)
* Maximum Fee of \$800 per month, per Customer.			

10. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their respective duly authorized officers as of the day and year first written above.

ATTEST:

Ryan L. Butler, Clerk of Court and Comptroller

By:

Deputy Clerk

BY OWNER:

SOLID WASTE DISPOSAL DISTRICT
INDIAN RIVER COUNTY, FLORIDA

Joseph E. Flescher, Chairman

DATE APPROVED BY SWDD: _____

APPROVED BY:

John A. Titkanich, Jr., County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY:

Chris Hicks, Assistant County Attorney

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

By:

Coleen Houlahan

Print Name:

Coleen Houlahan

By:

Odette A Felix

Print Name:

Odette A Felix

BY FRANCHISEE:

WASTE MANAGEMENT, INC. OF FLORIDA

By:

David M. Myhan

Print Name:

David M. Myhan

Print Title:

President