

**Indian River County, Florida
Solid Waste Disposal District
Board Memorandum**

Date: November 29, 2024

To: The Solid Waste Disposal District Board of Commissioners

Through: John A. Titkanich, Jr., County Administrator
Sean C. Lieske, Director of Utility Services

Prepared By: Himanshu H. Mehta, PE, Managing Director, Solid Waste Disposal District

Subject: Amendment No. 1 to Solid Waste and Recyclables Collection Franchise Agreement between SWDD and WM

Descriptions and Conditions:

On July 2, 2024, the Indian River County (IRC) Solid Waste Disposal District (SWDD) approved the Solid Waste and Recycling Collection Franchise Agreement (Agreement) between SWDD and WM.

In accordance with the Agreement, staff and WM have been meeting on a routine basis for the proper planning and transitioning to provide a smooth process to minimize inconvenience to our residents, to prevent service interruptions, and to ensure that all services are in place by the commencement date of October 1, 2025.

As part of this process, both parties agreed that certain clarifications in the Agreement were required and negotiated in good faith to translate these into reduction in certain fees to our residential, multi-family, and commercial customers.

The purpose of this agenda item is to approve and adopt the changes as Amendment No. 1 to the Agreement.

Analysis:

The following summarizes the key changes in Amendment No. 1:

1. The definitions of bulk waste and roll carts were updated and improved. Specifically, all roll-carts will now be referred to as 35-gallon, 65-gallon and 95-gallon in sizes.
2. A provision for self-hauling of certain materials was clarified to allow flexibility by our residents; however, it was clarified that the collection of fees from residents and the payment to the franchise hauler would not be affected by self-hauling or private hauler activity.
3. All multi-family communities currently have 64-gallon recycling carts; which can result in a large number of carts in their corral. A change has been made to require all 95-gallon recycling carts to reduce the quantity and provide efficiency for collection.

4. A requirement for gravity locks on all multi-family and commercial dumpsters was removed and substituted with the implementation of WM's Community, Litter, Environmental Protection, Awareness and Notice (CLEAN) program. The intent of this proactive program is to promote the health, safety, and cleanliness of our community by providing education, correction, and enforcement for overflowing containers. This has resulted in a substantial decrease in supplemental fees for our multi-family communities and provides similar savings to commercial customers, if SWDD continues with the one-year pilot program.
5. At the request of communities within the town of Indian River Shores that do not allow curbside yard waste services, an exception is being granted to WM for the purchase, delivery and weekly service of the yard waste roll carts. However, SWDD would continue to collect the services fees from these communities, and WM would continue to receive full compensation.
6. At the request of residents that reside at the Blue Cypress Fishing Club neighborhood, an exception is being granted to WM for the purchase, delivery, and weekly service of the solid waste, recycling, and yard waste roll carts in lieu of continuing to provide the centralized services at the entrance of Middleton's Fish Camp. However, SWDD would continue to collect the services fees from this community and WM would continue to receive full compensation.
7. Currently, there are some subscription customers that have purchased a second garbage cart to accommodate extra materials; however, there is no extra collection fee for these residents. In the new franchise agreement, a 9-month grace period is provided for residents that purchase a second cart between January 1, 2025, and September 30, 2025, to waive the purchase and delivery fee for a second cart if they agree to a new and separate monthly collection fee.

Funding:

The funding for solid waste and recycling collection is provided through a combination of SWDD assessments and individual subscription customer payments directly to the franchised haulers. This will vary based on the service option selected.

Recommendations:

Solid Waste Disposal District (SWDD) staff recommends the Board approve Amendment No. 1 to the Solid Waste and Recycling Collection Franchise Agreement between SWDD and WM; and authorize the Chairman to execute the agreement.

Attachments:

Amendment No 1 to Franchise Agreement with WM