



City of Pahokee
207 Begonia Drive
Pahokee, FL 33476
Attn: Chandler Williamson

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one

compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at jarchambo@swa.org.

Sincerely,



Dan Pellowitz
Executive Director

Enclosure: ATTACHMENT A) CS/HB 73 Section I
ATTACHMENT B) Draft Revised ILA
ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles

7501 North Jog Road - West Palm Beach, FL 33412 Phone: 561-640-4000 Fax: 561-640-3400

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CS/HB 73

2020 Legislature

1

2 An act relating to environmental regulation; amending
3 s. 403.706, F.S.; specifying requirements for
4 contracts between residential recycling collectors or
5 recovered materials processing facilities and counties
6 or municipalities for the collection or processing of
7 residential recycling material; providing that a
8 residential recycling collector or recovered materials
9 processing facility is not required to collect,
10 transport, or process contaminated recyclable material
11 except pursuant to specified contractual requirements
12 after a contract is executed; defining the term
13 "residential recycling collector"; providing
14 applicability; amending s. 403.813, F.S.; prohibiting
15 local governments from requiring further verification
16 from the Department of Environmental Protection for
17 certain projects; revising the types of dock and pier
18 replacements and repairs that are exempt from such
19 verification and certain permitting requirements;
20 providing an effective date.

21

22 Be It Enacted by the Legislature of the State of Florida:

23

24 Section 1. Subsection (22) of section 403.706, Florida
25 Statutes, is renumbered as subsection (23), and a new subsection

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CS/HB 73

2020 Legislature

26 (22) is added to that section, to read:

27 403.706 Local government solid waste responsibilities.—

28 (22)(a) Each contract between a residential recycling
29 collector and a county or municipality for the collection or
30 transport of residential recyclable material, and each request
31 for proposal or other solicitation for the collection of
32 residential recyclable material, must include all of the
33 following:

34 1. The respective strategies and obligations of the county
35 or municipality and the residential recycling collector to
36 reduce the amount of contaminated recyclable material being
37 collected.

38 2. The procedures for identifying, documenting, managing,
39 and rejecting residential recycling containers, truck loads,
40 carts, or bins that contain contaminated recyclable material.

41 3. The remedies authorized to be used if a container,
42 cart, or bin contains contaminated recyclable material.

43 4. The education and enforcement measures that will be
44 used to reduce the amount of contaminated recyclable material.

45 5. A definition of the term "contaminated recyclable
46 material" that is appropriate for the local community.

47 (b) Each contract between a recovered materials processing
48 facility and a county or municipality for processing residential
49 recyclable material, and each request for proposal or other
50 solicitation for processing residential recyclable material,

Page 2 of 23

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

hb0073-02-er

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CS/HB 73

2020 Legislature

51 must include all of the following:

52 1. The respective strategies and obligations of the county
53 or municipality and the facility to reduce the amount of
54 contaminated recyclable material being collected and processed.

55 2. The procedures for identifying, documenting, managing,
56 and rejecting residential recycling containers, truck loads,
57 carts, or bins that contain contaminated recyclable material.

58 3. The remedies authorized to be used if a container or
59 truck load contains contaminated recyclable material.

60 4. A definition of the term "contaminated recyclable
61 material" that is appropriate for the local community.

62 (c) After a contract is executed, a residential recycling
63 collector is not required to collect or transport contaminated
64 recyclable material, except pursuant to a contract consistent
65 with paragraph (a). As used in this subsection, the term
66 "residential recycling collector" means a for-profit business
67 entity that collects and transports residential recyclable
68 material on behalf of a county or municipality.

69 (d) After a contract is executed, a recovered materials
70 processing facility is not required to process contaminated
71 recyclable material, except pursuant to a contract consistent
72 with paragraph (b).

73 (e) This subsection applies to each contract between a
74 municipality or county and a residential recycling collector or
75 recovered materials processing facility executed or renewed

Page 3 of 23

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hb0073-02-er

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CS/HB 73

2020 Legislature

76 after October 1, 2020.

77 (f) This subsection applies only to the collection and
78 processing of material obtained from residential recycling
79 activities. As used in this subsection, the term "contaminated
80 recyclable material" refers only to recyclable material that is
81 comingled or mixed with solid waste or other nonhazardous
82 material. The term does not include contamination as that term
83 or a derivation of that term is used in chapter 376 and other
84 sections of chapter 403, including, but not limited to,
85 brownfield site cleanup, water quality remediation, drycleaning-
86 solvent-contaminated site cleanup, petroleum-contaminated site
87 cleanup, cattle dipping vat site cleanup, or other hazardous
88 waste remediation.

89 Section 2. Subsection (1) of section 403.813, Florida
90 Statutes, is amended to read:
91 403.813 Permits issued at district centers; exceptions.—
92 (1) A permit is not required under this chapter, chapter
93 373, chapter 61-691, Laws of Florida, or chapter 25214 or
94 chapter 25270, 1949, Laws of Florida, and a local government may
95 not require a person claiming this exception to provide further
96 department verification, for activities associated with the
97 following types of projects; however, except as otherwise
98 provided in this subsection, this subsection does not relieve an
99 applicant from any requirement to obtain permission to use or
100 occupy lands owned by the Board of Trustees of the Internal

Page 4 of 23

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**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE
TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING
RECYCLING PROGRAM**

THIS Agreement, made and entered into this ___ day of _____, 20__ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**, a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **CITY OF _____**, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

WHEREAS, in addition, the CITY provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

WHEREAS, the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

WHEREAS, the CITY together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.
2. Definitions:
 - Acceptable Load** – Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and

the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

Acceptable Material – Designated Recyclables as defined herein.

Combined-Haul City – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

Containers – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

Contaminated Recyclable Material – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

Contamination – Any material not included in the definition of Designated Recyclables.

Corrugated Cardboard – Containers having liners of either test liner, jute, or kraft.

Designated Facility – The Authority's Recovered Materials Processing Facility (RMPPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

Designated Recyclables – Fiber and Containers as defined herein or other materials as the Authority may designate.

Equivalent Residential Unit (ERU) – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

Fiber – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

Mixed Paper – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

Municipal Solid Waste or MSW – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

Net Revenue – Residential Recovered Materials Revenue minus Processing Cost.

Private Hauler – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

Processing Cost – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

Prohibited Material – Hazardous, medical or biological waste.

Public/Self Hauler – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

Recovered Materials Processing Facility (RMPPF) – A facility owned by the Authority that processes Recyclable Material.

Recyclable Material – Includes Containers and Fiber.

Residential Recovered Materials Revenue – Total earned revenue from the sale of designated Residential Recovered Materials.

Residential Recovered Materials – Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

Self-Haul City – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

Sorted Office Paper – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

Sorted White Ledger – White ledger or computer printout paper.

Unacceptable Load – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

Unacceptable Material – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the CITY which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.
4. The CITY agrees that all MSW and Designated Recyclables collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.
5. The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's MSW and Designated Recyclables are being delivered to a Designated Facility.

6. The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the CITY in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.

7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the CITY's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.

8. Collection of Designated Recyclables

A. Residential

Individual residents/homeowners shall be encouraged by the CITY to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the CITY. Notice for a substantial change in collection method shall be no less than one year.

B. Commercial

Individual businesses shall be encouraged by the CITY to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted White Ledger,

Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the CITY and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the City with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The CITY shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the CITY, at no charge to the CITY, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

- A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or CITY approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the CITY or Authority recycling coordinator for further information. Upon request of the CITY, the Authority will provide rejection procedure training for the route drivers. The Authority and the CITY will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify the Authority when preparing the CITY's future Request for Proposals or Bid for collection services.

- B. It shall be the responsibility of the CITY or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem

persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the CITY's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the City with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

If the City delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the CITY or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the CITY or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the CITY.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the CITY in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The CITY agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the CITY be delivered to Designated Facilities as defined herein. The CITY will take such action as is

necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the Authority:	For the CITY:
Solid Waste Authority of Palm Beach County 7501 North Jog Road West Palm Beach, Florida 33412 Attention: Executive Director	

20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective as of the day and year first above written:

WITNESSES:

As to the Authority:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Daniel Pellowitz, Executive Director

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SOLID WASTE AUTHORITY OF PALM
BEACH COUNTY

General Counsel to the Authority

Sandra J. Vassalotti, Clerk to the Authority

Date: _____

Date: _____

(Affix SWA Seal)

ATTEST:

As to the CITY:

(Affix Municipal Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

CITY

Date: _____

ATTACHMENT C

SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.