

Overview of DRAFT Amended and Restated Exclusive Franchise Agreement between the City of Coconut Creek and Republic Services of Florida for the Collection of Solid Waste and Recyclable Materials

Executive Summary

The Proposed Draft Amended and Restated Exclusive Franchise Agreement for the Collection of Solid Waste and Recyclable Materials provides the City with Curbside garbage, recycling, bulk, and yard trash collection for single-family properties, garbage, bulk, and recycling collection for multi-family properties, and garbage collection for commercial properties. The existing agreement was awarded via Request for Proposals in October 2019 for seven years and contains a one-time five -year renewal (Original Agreement). In 2021, the City and Republic entered into the First Amendment to the Original Agreement that eliminated curbside recycling from the Original Agreement due to changes in market conditions coupled with more people working from home during the COVID-19 Pandemic, which made curbside recycling impractical.

Overall, Republic's service has been very good since COVID and a renewal is believed to be in the best interests of the City. However, there have been significant increases in costs in general and in the solid waste industry in particular. The cost of labor has increased as has the cost of equipment and gas. As such, City Staff and Republic sought to negotiate terms and costs that will be beneficial to the City with the net result being pricing that is comparable to neighboring communities and provides Coconut Creek with cutting edge technology including electric-powered hauling trucks with built-in artificial intelligence technology to identify recycling contamination that is not currently available in any other community in Broward County.

As part of the Proposed Draft Amended and Restated Agreement (Proposed Agreement), there are new limitations of the amount of bulk that can be placed at the curb each week, and residents can only place two (2) garbage carts at the curb on collection day. This will impact a very small percentage of residents. The Proposed Agreement provides that Republic will collect cardboard from separate dumpsters at multi-family properties where it is agreeable to the multi-family community and will provide additional recycling drop-offs in the City at mutually agreeable locations.

The Proposed Agreement is also drafted in a manner that will allow the City to implement the Broward Solid Waste Authority initiatives such as separate yard waste collection, pay-as-you-throw billing, and once-a-week garbage and recycling collection.

I. OVERVIEW OF EXISTING REQUIREMENTS IN ORIGINAL AGREEMENT AND FIRST AMENDMENT

7.3.2 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIAL

The Original Agreement provides that cardboard boxes shall be collected if they are broken down and placed next to the recycling cart (not utilizing currently).

SECTION 19: THE CITY'S DESIGNATED FACILITIES

The Original Agreement provides for drop off at Wheelabrator North Broward Recovery Facility for garbage and recycling (before recycling was removed in the First Amendment) and Waste Connections in Deerfield for Bulk and Yard Waste. It also provides for Construction and Demolition Debris (C&D) at Waste Connections in Deerfield. Further, it has a catch-all providing that any changes to designated facility locations within six (6) miles of City Hall would not incur any new costs.

21.1(p): EXEMPT WASTES AND RECOVERED MATERIALS

The Original Agreement provides for source separated food waste, which is designated as solid waste by the State, is exempt from the agreement

27.1 PURCHASE AND OWNERSHIP OF CONTAINERS

The Original Agreement provides that at the end of the agreement, all carts are owned by the City including those in inventory.

38.4 RATE ADJUSTMENTS FOR CHANGES IN DISPOSAL COSTS

The Original agreement provides that any change in disposal or processing is a pass-through based on the percentage change in fee. This occurs immediately and includes decreases in costs.

II. OVERVIEW OF ENHANCEMENTS TO CONTRACT IN PROPOSED AGREEMENT

5.2 (c) CONTRACTOR'S TRANSITION PLAN

The Proposed Agreement provides that if the Commission decides to collect yard waste separately from bulk waste, Republic shall have 90 days to implement the change.

7.3.5 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR RECYCLABLE MATERIALS

The Proposed Agreement provides that Republic will pick up at drop-offs at mutually agreed locations. Previously, this was limited to three (3) locations.

7.4.1 RESIDENTIAL COLLECTION SERVICE AT CURBSIDE FOR BULK WASTE

The Proposed Agreement reduces maximum amount of bulk waste that can be placed at the curb, changing from unlimited to four (4) cubic yards. This addresses issues with residents that have excessive bulk on a regular basis. Residents shall receive two (2) unlimited collections per year, by request only.

7.4.2 The Proposed Agreement increases the amount of Construction and Demolition debris that may be placed at the curb, changing from two (2) cubic yards to three (3) cubic yards.

7.7.3 RESIDENTIAL COLLECTION SERVICE FOR MULTI-FAMILY DWELLINGS

The Proposed Agreement provides that Republic shall collect cardboard in dumpsters at multi-family communities at the direction of the City. This addresses the increase in cardboard in the waste composition.

SECTION 19. THE CITY'S DESIGNATED FACILITIES

In the Proposed Agreement, the City is designating the WM Transfer Station in Deerfield for Garbage, Bulk Waste, Yard Waste, and C&D. Recycling is proposed to be sent to the Coastal Facility in Pompano Beach. Also, Republic's cooperation with the waste-to-energy facility to provide waste when it does not place a burden on operations is provided. There is a catchall providing that any changes to designated facility locations within six (6) miles of City Hall will not incur any new costs. This encompasses the areas where solid waste has been traditionally processed in northwest Pompano Beach and southwest Deerfield Beach.

26.1.15 GENERAL PROCEDURES FOR ALL CUSTOMERS

In the Proposed Agreement, residents are permitted to place up to two (2) garbage carts at the curb each week. Additional carts will be billed by Republic at \$11/month. This reduces the burden on the community to subsidize large garbage producers. The \$11/month pays for collection, disposal, and cart. The \$75 fee for additional carts has been eliminated (except in the case of a damaged cart determined to be the fault of the resident).

27.4 EXCHANGE OF CARTS AND CONTAINERS

In the Proposed Agreement 96-gallon carts will be available to residents. Currently only 64- and 35-gallon carts are available.

28.1.1 GENERAL REQUIREMENTS FOR CONTRACTOR'S VEHICLES AND COLLECTION EQUIPMENT

The Proposed Agreement requires Electric Vehicles for automated curbside collection vehicles.

28.1.7 The Proposed Agreement also requires curbside automated garbage trucks to have cameras and software capable of recording each collection and homes that did not place cart out.

28.1.8 The Proposed Agreement provides for automated recycling trucks that must also have artificial intelligence capable of identifying contamination in recycling.

28.7 IDENTIFICATION OF CONTRACTOR'S VEHICLES AND EQUIPMENT

The Proposed Agreement provides that at commercial and multi-family locations, garbage dumpsters and recycling dumpsters cannot look the same when located next to each other. Differentiation may be achieved through different colors or substantial labeling of the dumpsters.

38.3.1 CPI ADJUSTMENTS TO COLLECTION COMPONENT OF RATES

The Proposed Agreement provides that increases based on the Consumer Price Index (CPI) is adjusted based on the more relevant Water Sewer and Trash Collection CPI (rather than the previous general CPI rate).

38.3.3 The Proposed Agreement provides that CPI increases may not be more than five percent (5%) with no "make up" from previous years.

38.9 RATES FOR RENTAL OF COLLECTION CONTAINERS

The Proposed Agreement provides that Republic must provide plastic dumpsters when requested. This reduces the possibility of dumpsters causing damage in narrow areas.