



Legislation Details (With Text)

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On agenda:	9/25/2018	Final action:		9/25/2018	
Title:	AMENDMENT NO. 2 TO THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND WASTE MANAGEMENT INC. OF FLORIDA				
Sponsors:	Community Improvement				
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Attachments:	1. Agenda Cover Report, 2. WM Overage Insert Commercial 10inches 092518, 3. 2nd Amend Delray Franchise 2018, 4. Legal Review Checklist form v. 5 Amend. No. 2 to Waste Management agreement, 5. Clean Program 09252018 revised 2				

Date	Ver.	Action By	Action	Result
9/25/2018	1	City Commission	approved	

TO: Mayor and Commissioners
FROM: Michael Coleman, Director of Community Improvement
THROUGH: Mark R. Lauzier, City Manager
DATE: September 25, 2018

AMENDMENT NO. 2 TO THE SOLID WASTE AND RECYCLING COLLECTION FRANCHISE AGREEMENT BETWEEN THE CITY OF DELRAY BEACH AND WASTE MANAGEMENT INC. OF FLORIDA

Recommended Action:

Motion to approve Amendment No. 2 to the Solid Waste and Recycling Collection Franchise Agreement dated March 9, 2015, between the City of Delray Beach and Southern Waste Systems, LLC and assigned to Waste Management Inc. of Florida (WMIF) on December 14, 2015.

Background:

On March 9, 2015, the City entered into a Franchise Agreement with Southern Waste Systems LLC for the collection of Solid Waste and Recycling Materials. Waste Management Inc. of Florida purchased Southern Waste Systems, LLC in January of 2016 and the franchise agreement was assigned to Waste Management Inc. of Florida (WMIF). Over the past year, staff has determined that the C.L.E.A.N. Delray Program would be beneficial in controlling trash, litter and debris and bring awareness to businesses to optimize waste solutions. Staff recommends that the Franchise Agreement be amended as follows:

1. New Section 26.5:

Overfilling mechanical containers present safety and health risks to the residents of the City. In the

event that the CONTRACTOR determines during a collection event that a Customer's mechanical container is overfilled with waste or recyclables, the CONTRACTOR shall take a digital photograph of the container in such a manner to present evidence of overfilling. For purposes of this Section 26.5, overfilling is defined as the container being overloaded so that the lid does not close securely and is displaced by at least 10 (ten) inches. The CONTRACTOR shall provide to the customer a notice of such overfilling. For each event of overfilling, the CONTRACTOR shall charge the customer \$200.00, not to exceed \$600.00 per month. The overfilling charge shall be subject to Franchise Fees, which shall be added to the overfilling charge. The CONTRACTOR shall take reasonable steps to seek to increase the customer's service level by providing a larger container or increasing the frequency of service.

If a Customer has exhausted all options to increase collection service level, the Sanitation Division and the CONTRACTOR may conduct a case-by-case review to determine if the Customer is to be exempt from Section 26.5. Such exemption may only be given if the Sanitation Division and the CONTRACTOR agree that there are physical constraints to locating a larger or second container and service is at the maximum frequency provided by the CONTRACTOR.

City Attorney Review:

Approved as to form and legal sufficiency.

Funding Source/Financial Impact:

Not applicable

Timing of Request:

There is no time sensitivity to this request.