

SUSTAINABILITY & RESILIENCY TASK FORCE RECOMMENDATION TO COMMISSION

# A Better Waste System for North Bay Village

*Three simultaneous RFPs • Pay-As-You-Throw pricing • A diversion-ready future*

# A flat-rate single contract works against the Village

Under a long-term, single-hauler, flat-rate waste contract:

## The hauler has no reason to support diversion.

Revenue is fixed. Less waste = lower margin, no offsetting benefit. Rational response: maintain the volume.

## The Village has no reason to invest in reduction.

Payment is fixed. If tonnage drops 30%, the Village still pays the same. Reduction savings simply don't exist.

## Adding composting later becomes a contract breach.

If 'solid waste' is defined to include organics, a future composting contract reduces the original hauler's scope. That triggers rate adjustment claims or breach actions.

## CONSEQUENCE

**For the next decade, the Village will be unable to launch composting, restructure rates, or capture the savings of any reduction effort it funds.**

*This isn't speculation. It's the documented experience of peer Florida municipalities trying — and failing — to retrofit composting onto contracts they signed years ago.*

## THE RECOMMENDATION

*This is a once-in-a-decade opportunity to align the Village's waste system with its sustainability goals — and to set a regional standard.*

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# What we are recommending to the Commission

## Issue three simultaneous RFPs:

1. **Residential landfill** *(County handles residential recycling)*
2. **Multi-family landfill + recycling** *(single contract, building-level service)*
3. **Composting** *(residential + multi-family, one organics contract)*

All three priced **Pay-As-You-Throw**, with chain-of-custody transparency and a composting carve-out in every contract.

# Our recommendation to the Commission

## Three RFPs, issued together

*This is a once-in-a-decade opportunity to align the Village's waste system with its sustainability goals — and to set a regional standard.*

### 1 RESIDENTIAL

#### Landfill Only

*Single-family households*

County handles residential recycling. Village contracts only for landfill collection.

### 2 MULTI-FAMILY

#### Landfill + Recycling

*Buildings 5+ units*

Multi-family is not on County recycling routes. Village contracts both streams together at the building level.

### 3 COMPOSTING

#### Organics Collection

*Residential + multi-family*

Single organics contract spanning both housing types. Curbside-first hierarchy. Welcomes local composters.

*Every contract: 5-year term + 2×2-year renewals • PAYT-ready  
• Florida §287.042 piggyback clause • Chain-of-custody data*

# Why three contracts, not one

## ONE BUNDLED CONTRACT

**Vendor optimizes for their own efficiency, not Village goals.**

- Single vendor controls all streams — no competitive pressure on diversion
- Composting bundled in means no path to a specialist organics provider
- Multi-family treated as a residential afterthought
- No way to award by service area or housing type
- Termination of one stream means losing the others

## THREE TARGETED CONTRACTS

**Each contract optimizes for the right vendor, the right service, the right population.**

- Specialty organics vendors (composting startups) can compete fairly
- Multi-family contract addresses chute systems, valet trash, property managers — its actual realities
- Residential landfill contract stays simple — just curbside collection
- Parallel or tiered awards possible across service types
- Failing in one stream doesn't disrupt the others

# RFP #1 • RESIDENTIAL LANDFILL

**TERM:** 5-year base + two 2-year renewals, conditioned on diversion and service-quality benchmarks. Renewals are not automatic.

**SCOPE:** Single-family curbside landfill collection only. County handles residential recycling separately.

## MUST INCLUDE

- Pay-As-You-Throw rate matrix: cart size (32/64/96 gal) × frequency (weekly/biweekly)
- Composter household discount on landfill rate
- Free annual cart swap for right-sizing
- Definition of 'solid waste' EXPRESSLY EXCLUDES source-separated organics
- Composting carve-out: vendor cannot claim breach when Village adds organics
- Pass-through tonnage-based disposal fees (separated from collection fee)
- Vehicle integrity and leachate prevention standards
- Florida §287.042 piggyback clause

## MUST EXCLUDE

- Minimum tonnage guarantees ('the Village must deliver X tons')
- Put-or-pay provisions (any form — including 'capacity reservation')
- Liquidated damages calculated as 'expected revenue over remaining term'
- Exclusive franchise language covering organics or compostables
- Right of first refusal on a future organics contract
- Automatic renewal clauses
- Definitional language sweeping organics into 'residential waste' or 'delivered tonnage'

# RFP #2 • MULTI-FAMILY LANDFILL + RECYCLING

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**WHY MULTI-FAMILY GETS ITS OWN CONTRACT:** *Multi-family buildings generate disproportionate waste and have historically been underserved by diversion programs. A residential-only contract cannot make recycling work in condo and apartments.*

**SCOPE: Buildings 5+ units. Both landfill and recycling streams in a single contract — addresses chute systems, valet trash, and property-manager intermediation.**

## MUST INCLUDE

- Dumpster/compactor/cart service sized to building occupancy
- Parallel recycling at every multi-family location, physically separated, but available to all residents
- Vendor-provided property manager liaison (single named contact per building)
- Unified labeling requirements, and trilingual education materials in digital and print (English/Spanish/Haitian Creole)
- Composting carve-out (same as Residential RFP)
- Real-Time Contamination audit and rejection (camera / visual inspection)
- Chain-of-custody data: monthly tonnage, processing facility, end-market by material
- Annual waste characterization report for buildings 20+ units
- Independent third-party audit rights

## DISTINCTIVE FEATURES

- Contamination response routes through property manager, not individual residents
- Fee application at the property level after documented education cycles
- Data reporting at building level, not just route level — so the Village knows which buildings are achieving diversion
- Required end-market disclosure for recycling: where Village multi-family recyclables actually go
- Material misrepresentation of recycling destination data = breach

## Organics collection — residential + multi-family

**SCOPE: Source-separated organics from single-family AND multi-family households. One contract, three service tiers, finished compost returned to the Village.**

### SERVICE HIERARCHY (enforced in the RFP, not optional)

**1 Single-family curbside**  
Default for SF homes. Dedicated compost cart, weekly or biweekly. Composter rate discount applies automatically.

**2 Multi-family on-site**  
Direct curbside or building-level service for opt-in buildings. Chute-compatible solutions encouraged.

**3 Drop stations (supplemental)**  
Only for residents/buildings the first two tiers cannot serve. Never a substitute for direct pickup.

### MUST INCLUDE

- RFP explicitly welcomes local/regional composting startups
- Parallel or tiered awards permitted (e.g., one vendor SF, another MF)
- Finished compost returned to Village for parks, ROW, resident giveaway
- PAYT pricing per cart size and frequency

### ACCEPTED MATERIALS

- Food scraps (meat, dairy, cooked food where vendor capability allows)
- Food-soiled paper (napkins, paper towels, pizza boxes)
- Yard waste (clippings, leaves, small branches)
- Compostable foodware addressed separately, per vendor capability

PART TWO

# Pay-As-You-Throw

*The pricing structure that aligns the household, the Village, and the hauler around reduction.*

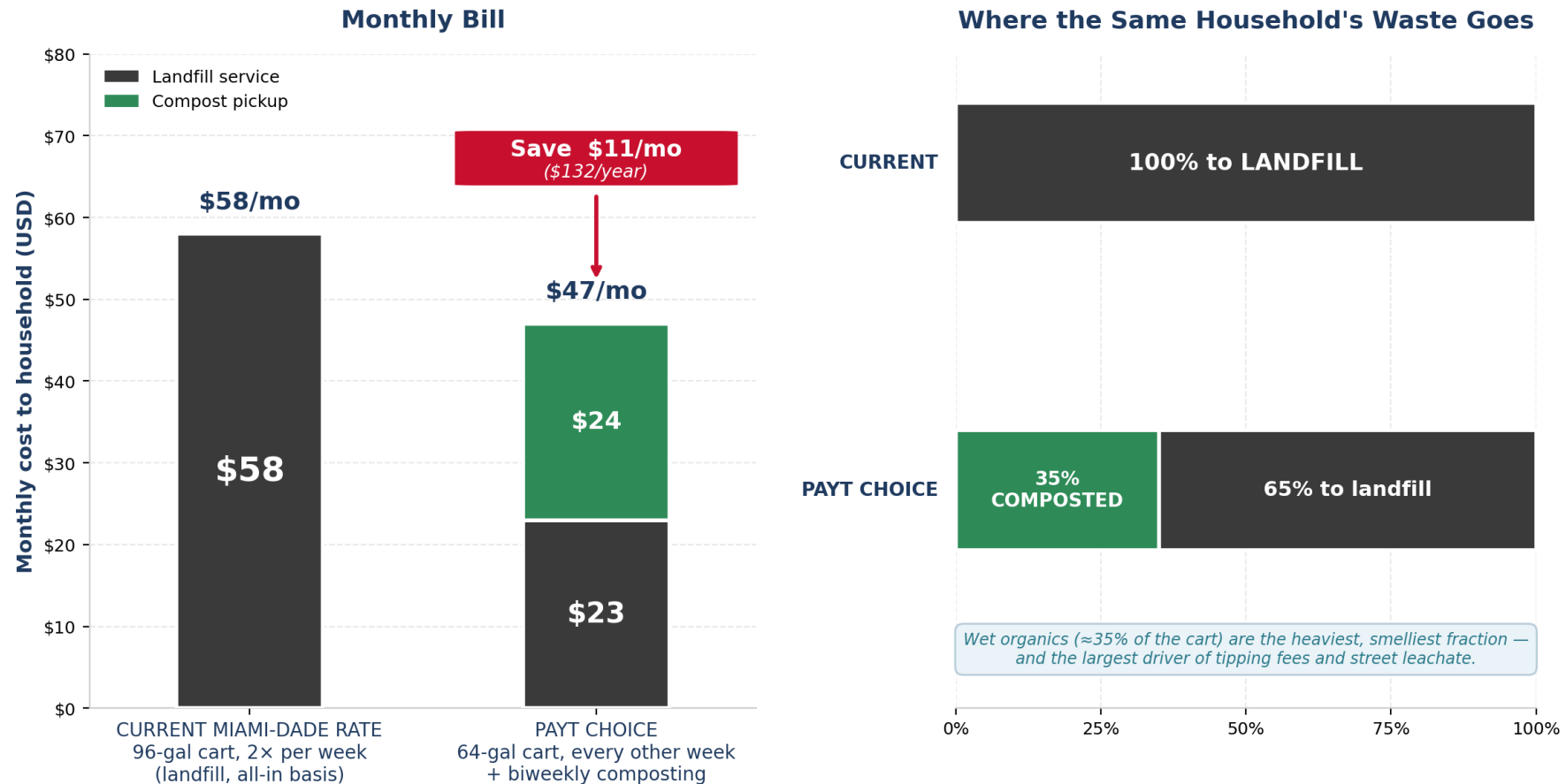
# PAY-AS-YOU-THROW

## How it works for a single-family household

(Financials below need to be validated by staff)

### How Pay-As-You-Throw Pricing Works for a Single-Family Household

Using the Miami-Dade County residential rate as a regional benchmark



Baseline rate from Miami-Dade County unincorporated single-family rate (~\$697/year, late 2024). PAYT rates derived from standard cart-size and frequency-based pricing ratios. County recycling fee is separate and unchanged in either scenario. Actual KB rates will be set by procurement.

**The household saves \$11/month. The Village saves on tipping fees (organics are heavier).  
And 35% of waste stops going to the landfill.**

## Four reasons it works

### 1 It aligns everyone's incentives.

When collection is priced separately from per-ton disposal, every diversion choice produces visible savings on the next invoice — for the household AND the Village.

### 2 Visible cost changes behavior.

Bundled bills hide the true cost. A monthly PAYT bill that responds to choices makes the cost of waste visible — and visible costs are the most reliable driver of behavior change.

### 3 Organics are heavy. Tipping fees are by the ton.

Wet organic mass is 4–10× heavier per volume than dry trash. It's the largest single driver of the Village's tipping fee bill. Diverting it produces immediate, measurable savings.

### 4 Less wet mass, less leachate.

The dark liquid leaking from collection trucks on hot days is leachate from wet organics. Diverting organics to a contained composting collection reduces the problem at its source.

## Why tonnage-based pricing matters

WET MASS WEIGHS

**3–10x**

more than dry household trash of the same volume.

*Because tipping fees are charged by the ton, organics are the single largest driver of what the Village pays the landfill.*

### SUGGESTION

#### Split disposal cost from collection cost

##### (a) Hauler service fee

Fixed or per-stop fee for collection labor and vehicle operation. Vendor's collection revenue is protected.

##### (b) Disposal fee

Actual landfill tipping fee, per ton, passed through transparently to the Village. Falls when waste falls.

***Every wet pound diverted is a pound the Village does not pay to bury.***

PART THREE

# Objections & Responses

*Six concerns the anticipates — and our answer to each.*

# Administrative & operational concerns

## OBJECTION

*"Three contracts is more administrative overhead than one. We don't have the staff to manage three procurements."*

## RESPONSE

Three RFPs issued together — single bidders' conference, single evaluation, common baseline provisions — is roughly the same staff load as one bundled RFP. The SRTF is prepared to assist with technical drafting. The actual cost is days of staff time; the cost of the wrong contract is a decade.

## OBJECTION

*"Composting is unproven at municipal scale in South Florida. Why would we be the test case?"*

## RESPONSE

Composting is operating at municipal scale in Tampa, Orlando, Gainesville, and across multiple Broward municipalities. The Village isn't pioneering — it's catching up. The composting RFP is structured to welcome regional operators that already exist; no new infrastructure required.

## Resident-facing concerns

### OBJECTION

*"PAYT will cause illegal dumping. People will throw trash in their neighbor's cart, in commercial dumpsters, in the bay."*

### RESPONSE

EPA studies of PAYT programs across hundreds of US municipalities show illegal dumping risk is real but addressable, and far smaller than projected. Mitigations: cart-locking options, contamination route monitoring, and education-first enforcement. Net diversion gains substantially exceed dumping losses in nearly every documented case.

### OBJECTION

*"Residents will complain about new monthly bills. Right now waste is bundled into property tax — it's invisible."*

### RESPONSE

That invisibility is exactly the problem. When residents don't see the cost of their waste, they have no reason to reduce. The illustrative PAYT example shows households can SAVE \$132/year by composting and right-sizing — and the bill becomes a tool that rewards good choices instead of hiding them.

## Strategic concerns

### OBJECTION

*"We should wait for Miami-Dade County to lead. They have the resources."*

### RESPONSE

The County won't lead. Small municipalities are where standards are tested before large jurisdictions adopt them. Every provision in these RFPs is drafted to be portable via Florida §287.042 piggyback — if NBV does this well, neighboring municipalities can adopt without re-bidding. NBV becomes the standard-setter.

### OBJECTION

*"Flat-rate is simpler. PAYT and three contracts add complexity that residents won't appreciate."*

### RESPONSE

Flat-rate is simpler ONLY if you don't care about reducing waste or capturing the savings. Once the Village does, flat-rate becomes a structural barrier that has to be paid around for a decade. The complexity of three contracts is one-time, at procurement. The complexity of being trapped in a flat-rate contract is daily, for ten years.

## What we are asking the Commission to approve.

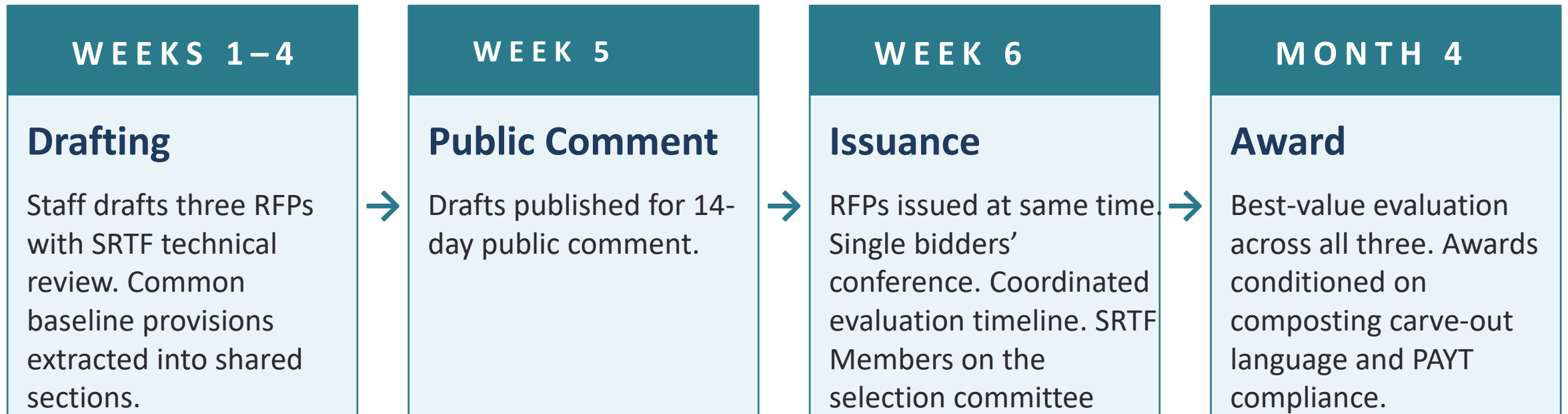
- 1 Direct staff to develop three simultaneous RFPs: Residential Landfill, Multi-Family Landfill + Recycling, and Composting (residential + multi-family).
- 2 Require all three contracts to be Pay-As-You-Throw structured, with disposal fees passed through by the ton.
- 3 Require a composting carve-out in the Residential Landfill and Multi-Family RFPs — definitions excluding source-separated organics, no exclusivity over diverted streams.
- 4 Require Florida §287.042 piggyback language in all three contracts to enable regional adoption without re-bidding. (Consider partnering with Key Biscayne and Miami Beach who also need to issue new RFP's.
- 5 Authorize the Sustainability & Resiliency Task Force to review draft RFPs prior to issuance and provide written comment to staff.

## NEXT STEPS

*The Sustainability & Resiliency Task Force asks the Commission to give staff a clear directive today:  
**Issue three RFPs, PAYT with a composting carve-out.***

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## If the Commission directs staff today



**This is the procurement that decides whether North Bay Village can run a real diversion program in the next decade.**

# NOTE ABOUT COMMERCIAL ENTITIES

We cannot contract on behalf of the Private, Commercial entities, however we can issue an RFP for a **Franchise Agreement**. Florida Statute §403.706 gives municipalities authority to regulate solid waste collection within their boundaries. NBV wouldn't control what a business pays a hauler — but it absolutely controls who is permitted to operate a truck on Village streets and under what conditions. No franchise, no access to Village customers.

## Franchise Agreement should include:

- Franchisee pays the Village a **franchise fee** — typically 5–10% of gross revenue collected within NBV (suggest landfill only)
- Vehicle cleanliness, emission standards, maintenance requirements (leachate) and identification requirements
- Spill response protocol — hauler liability for any roadway contamination
- All containers placed in NBV must meet Village-approved labeling standards
- Recyclinch contamination rates reported by route; routes above threshold trigger education outreach at franchisee's cost
- Steep penalties if we catch a recycling truck taking material to a landfill transfer station
- Monthly tonnage reports by material stream (landfill, recycling, organics) submitted to the Village in structured, digital format
- End-market destination reported quarterly — documented, not just represented
- Village audit rights with 10-business-day notice; material misrepresentation = revocation