



Trash contract animosity lingers

Republic deal set for council in San Angelo

By Monique Ching

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SAN ANGELO, Texas —Three months after the City Council gave the go-ahead on negotiations for a trash collections and landfill operations contract with Republic Services, city staff will present the drafted contract and ask the council to bless it.

Events preceding the San Angelo trash contract, which will be presented at Tuesday's meeting, have been the topic of some controversy in recent months.

Some residents questioned the selection process of longtime contractor Republic over competitor Texas Disposal Systems, while others alleged Republic had been overcharging commercial customers in excess to what is allowable by city ordinance.

Representatives from TDS also called for the city to delay its decision on the contract until all questions about the existing contract have been answered.

Late last week Republic issued a statement saying it will review and refund any incorrect charges that could have been collected from commercial customers in the past within three months.

Officials assured the public they selected Republic over TDS based on selection criteria and qualifications, saying Republic was the firm more suited to San Angelo's needs.

The following are some highlights from two draft documents — a solid waste collections contract and a landfill operations agreement — at almost 40 pages each with attachments between the city of San Angelo and Republic Services.

THE GENERAL TERMS

The 10-year agreement between the city and Republic will begin Aug. 1 and end July 31, 2024. After that initial term, there will be two options for extension, first an eight-year extension, then a two-year extension.

Residential solid waste rates shall increase yearly by 2.9 percent of the prior year's rates, beginning Oct. 1, 2015. According to a proposed fee schedule — presented as a separate item for public hearing at Tuesday's meeting — the initial charge for

residential pickup in 2014 will be \$13.47, increasing to \$13.86 in 2015. By the end of the initial contract term, in 2024, the residential pickup rate will be \$17.93.

The city will step in if the city's "solid waste administrator" believes Republic is not compliant with regulations or permit requirements in a timely fashion. In such a case, the city will provide 48-hours' written notice of intervention. During this time Republic can provide an alternative plan to the city. If the city rejects the alternative plan, however, and deems it unable to resolve the compliance problem, the city will again issue a 48-hour written notice of intervention.

The contract may be terminated at any time by mutual agreement between the city and Republic. If one party breaches the contract, the other must give adequate written notice.

Within 12 months of the contract, Republic is charged with refurbishing or replacing nonresidential collection containers that need to be upgraded or repaired.

TERMS ON RECYCLABLES

Republic is charged with once per week trash collection and once per week collection of recyclable materials, both using automated carts.

Republic is required to implement collection of recyclables within nine months of the contract's effective date, unless necessary equipment is delayed by the contractor. "But in no event shall the implementation time extend 18 months beyond effective date," the draft states.

The draft requires Republic to align with local recyclers such as Butts Recycling and SAFE Recycling Center for initial execution of the collection of recyclables.

"Selection of materials to be recycled, locations of recycling containers and selection of market for the sale of such materials shall be the sole discretion of (Republic)," the draft states.

Six months after full implementation of recycling services, on Oct. 1 thereafter, Republic can add 50 cents per home per month for customers that dispose of less than 500 tons per month. Those with more than 500 tons per month will not receive an additional charge.

TERMS ON THE LANDFILL

Republic will pay a one-time royalty fee of \$3.6 million on or before 15 days after the contract date.

Republic will make an initial funding payment of \$4.735 million for the closure and post-closure obligations — services necessary to close and monitor the landfill in accordance with the law. Payment will be applied to a closure and post-closure trust instrument. The trust instrument must be established within 60 days of the agreement

date. Republic has access to the trust instrument solely for the purpose of closure and post-closure care obligations.

Republic will pay the city \$670,000 to fund the city's last two landfill gas infrastructures, made in two payments "each as they become due to the city."

Republic will have complete access with the 65-acre city-owned property to the north of the landfill, for acquiring soil used in landfill operations.

Republic will be responsible for all operations and environmental management activities and costs associated with the landfill, including closure and post-closure of the landfill.

Within 60 days of the agreement, Republic must submit a permit modification to the Texas Commission on Environmental Quality for a Citizen Convenience Center at the landfill. Within nine months of TCEQ approval, Republic must initiate construction of the center and shall place adequate usable mulch near the center and offer information for residents about the free mulch.

COMMUNITY INVOLVEMENT

Republic is required to give out \$10,000 worth of scholarships yearly to graduating high school students — from Central, Lake View and Wall High Schools living in the city — who participate in a written essay program about the environment.

Republic is required to coordinate with local and area schools to incorporate a recycling curriculum.

Republic is required to hold a semiannual "E-waste event" to allow residents to dispose of electronic waste.

OVERSIGHT AND LIABILITIES

"To the extent possible (Republic) shall, at the city's request, provide monthly reports," the draft states, containing information about customers served, tonnage of waste collected, detailed complaint information, revenue reports for nonresidential collections, and environmental testing.

Republic "agrees to provide access to (the) city or to any of its duly authorized representatives to any books, documents, papers and records of (Republic) to which are directly pertinent to this special contract, excluding any profit analyses, for auditing or copying," the draft states.

An "environmental indemnification" clause holds Republic liable for any spill, underground pollution or other environmental impairment caused by the company, regardless of when it is discovered.





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