

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: April 14, 2015		DATE SUBMITTED: April 1, 2015	
DEPARTMENT OF ORIGIN: Solid Waste		SUBMITTED BY: E. Zaragoza	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input type="checkbox"/> INFRASTRUCTURE
			<input checked="" type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Approval of a renewal contract to permit Brazos Valley Recycling to conduct commercial roll-off and compactor services along with the collection of organic and non-organic recyclables from commercial and residential customers within the City of Bryan.			
SUMMARY STATEMENT: The City Charter and Solid Waste Ordinance prohibit the private collection of wastes unless otherwise permitted by the City. Furthermore, by ordinance, only the City shall be the municipal solid waste collection provider for residents. Permits are required for collection by private waste haulers as the City of Bryan is considered a "closed city". Permits can only be obtained for materials not collected by the City or where the City cannot provide adequate container size (e.g. roll off containers or compactors).			
Brazos Valley Recycling (BVR) is seeking to renew a five (5) year agreement that allows the collection and hauling of solid waste with roll-off containers and compactors from commercial establishments, requiring needs greater than the City can offer. This agreement will also include provisions for BVR to collect organic/non-organic recyclables from commercial properties and non-organic recyclables from residential customers.			
<u>Commercial Collection (Solid Waste and Recycling)</u>			
As mentioned above, roll-off and compactor services are only permitted when the City cannot meet the need of the customer and must be approved by the City. BVR's roll-offs range from 14 cubic yards (CY) to 30 cubic yards (CY) along with industrial trash compactors. BVR intends to haul building debris such as plywood, sheet rock, brick, and lumber along with other commercial solid waste from approved locations throughout the city. They will recover the recyclable material from the roll-offs by separating it out at their facility, located in College Station, and disposing the unrecyclable debris at the BVSWMA landfill.			
In addition, BVR intends to collect organic recyclable material from commercial customers. For those businesses choosing to participate, they will collect and haul food waste and recyclable materials from customers with the use of rear-load containers and 48 gallon totes. The rear-load containers will be used to collect recyclable materials (cardboard, aluminum, paper, plastics, etc.) and sizes vary from 2yds-6yds. To collect organic waste (e.g., plate scraps, liquid waste, food preparation scraps, etc.), 48 gallon totes will be used for this service.			
<u>Residential Collection (Recycling)</u>			
The City of Bryan maintains a strong "green effort" by offering recycling collection through a Drive-In Recycling Center located in the Wal-Mart parking lot on Briarcrest Drive. Recycling materials such as glass, aluminum, paper, cardboard and plastics diverts recyclables materials from entering the landfill, freeing up space for non-recyclable items. Diverting these materials conserves valuable landfill airspace, preserves resources, and increases the life of the landfill. The Drive-In Recycling Center is visited by over 80,000 vehicles per year and generates over 1,100			

tons of recyclable materials annually. Although this facility is open to the public and the majority of the participants are residential customers, there are still many requests for a curbside recycling program.

BVR is seeking permission to allow the collection of recyclable materials from residential properties and multi-family housing. Services offered by BVR will allow only those who wish to pay for the recycling collection to purchase their services. This service will not be a city-wide or mandatory recycling program, but one that residents can individually choose to participate. Providing this service, opposed to a city-wide program, will allow a “no-cost” alternative for the City and an opportunity for residents who wish to participate in a residential recycling program.

Currently, the City of Bryan has one permitted residential recycling hauler (Brazos Valley Trash Valet) and two permitted solid waste haulers (BVR and Texas Commercial Waste (TCW)). Brazos Valley Trash Valet is devoted solely to collecting recycling material from residential customers. They offer their weekly services, at a fee, to collect recyclables from their residential customers. While Brazos Valley Trash Valet also has a City issued permit, the permit is restricted to recycling services and does not provide for other types of solid waste services, such as garbage, trash, brush, and other refuse.

Both of the solid waste haulers (BVR and TCW) are permitted to collect solid waste such as garbage, trash, brush and other refuse from approved sites. In accordance to their agreements, BVR and TCW are required to pay quarterly fees, to the City, of \$500 per vehicle or 6% of gross hauling revenues, whichever of the two amounts is greater. The renewal of BVR’s permit will provide options for citizens when requiring services not offered or are greater than the City can provide.

STAFF ANALYSIS AND RECOMMENDATION: Environmental Services respectfully request the City Council consider approving the agreement to permit Brazos Valley Recycling to collect and haul solid waste and organic/non-organic recyclables from approved sites. Permitting this waste hauler will allow the citizens an option when it comes to the collection of solid waste and recyclable materials when the City cannot meet the need. In addition, this option is a “no-cost” option for the City while providing another opportunity for residents who wish to participate in residential recycling. Continuing this opportunity for residents may help increase participation and diversion of recyclable materials throughout the City.

OPTIONS (In Suggested Order of Staff Preference):

1. Approve the permit
2. Approve the permit with modifications (may require consideration at a future City Council meeting)
3. Do not approve the permit

ATTACHMENTS:

1. Brazos Valley Recycling (BVR) Waste Hauler Agreement

FUNDING SOURCE: N/A

APPROVALS: Jayson E. Barfknecht 04/01/15; Hugh R. Walker, 04/02/2015

APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 04-06-2015

APPROVED FOR SUBMITTAL: CITY ATTORNEY

**PERMIT
FOR ROLL-OFF & COMPACTOR SERVICES,
AND RECYCLING COLLECTION**

The City of Bryan, Texas (City) grants **CCA, LLC dba Brazos Valley Recycling** (Contractor) a permit (Permit) to collect non-residential garbage, trash, brush and other refuse using 14yd³ through 30yd³ roll-off containers or compactors; and to collect organic/non-organic recyclable materials using 48 gallon totes or 2yd³-6yd³ rear load containers from non-residential properties; and to collect non-organic recyclable materials from residential customers subject to the following conditions:

1. Contractor is authorized to offer:
 - a) roll-off and compactor services to non-residential properties, construction, demolition and special cleanup sites;
 - b) organic and non-organic recycling collection to non-residential properties; and
 - c) non-organic recycling collection to residential properties.

2. Unless approved otherwise in writing by City, Contractor will use the Brazos Valley Solid Waste Management Agency (BVSWMA) landfill for disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City. Contractor will only use a City approved recycling facility for processing of all recyclable material collected by Contractor within the corporate limits of the City. Contractor will compost all food waste collected by Contractor within the corporate limits of the City at Contractor's facility. Contractor will comply with all laws, policies, rules and regulation of the United States, State of Texas, BVSWMA, Brazos County and the City with regard to the operation of the landfill and disposal of solid waste, including but not limited to the requirements that Contractor's employees on the landfill premises wear a hard hat. All collections made under this permit will be made by Contractor without unnecessary noise, disturbance, or commotion.

3. **NON-RESIDENTIAL COLLECTION**
 - A. The Contractor's Rate Schedule for collection service (Schedule) is attached as **Exhibit "A"**. Rates may be revised annually subject to the approval of the City Council. Contractor will ensure that a current rate schedule is always on file with the City Secretary.

 - B. Contractor will pay the City a fee of \$500.00 per vehicle per quarter calendar year, for each vehicle used for collection service under this Permit or six percent (6%) of gross hauling revenues received in each calendar quarter for collection service authorized under this Permit, whichever of the two amounts is greater. This payment must be paid no later than fifteen (15) calendar days after the end of each calendar quarter. Written documentation accompanying each payment to the City must clearly state the calculations used to determine the amount of the payment, with the amounts calculated under both the "fee" and "percentage of revenues" methods being clearly shown.

- C. Contractor will grant City access to all of Contractor's billing records of customers provided service by Contractor and located within the City's corporate limits. Access by City to Contractor's records will be provided to City upon reasonable notice to Contractor during Contractor's normal business hours.
- D. Contractor will require written service contracts with all customers utilizing Contractor's recycling and food waste services. Each contract must contain (at a minimum) the following terms:
 - i. That City services for municipal solid waste will continue at the site;
 - ii. That the customer is responsible for maintaining the area around the container or tote in a manner so as to prevent windblown litter, excessive odors, and vectors;
 - iii. That only recyclable materials be placed in the containers;
 - iv. Municipal solid waste shall not be placed in the recycling containers;
 - v. Containers shall not be placed in view of the public right of way without approval from the City;
 - vi. That the City will require Contractor to discontinue service at the site if repeat violations occur at the collection site.

At the request of the City, a copy of each written service contract shall be provided.

- E. Contractor will submit a report to the City quarterly listing the size and location of roll-off containers and compactors placed in the City under the terms of this Permit. These reports will be sent to the City Manager or designee.
- F. Contractor will properly maintain and clean and paint as necessary all roll-off containers and compactors placed for service within the corporate limits of the City. Contractor will clean and paint roll-off containers and compactors identified by the City as needing maintenance. Each roll-off container and compactor must be clearly marked with Contractor's name in letters of not less than three (3) inches in height.
- G. All roll-off containers and compactors placed for service within the City must be located in such a manner so as not to be safety or traffic hazards. Under no circumstances will Contractor place roll-off containers or compactors on public streets, alleys or thoroughfares without the prior approval of the City. City reserves the right to specify to Contractor the exact location of any roll-off container(s) or compactors it places for service within the corporate limits of the City.

4. **RESIDENTIAL RECYCLING COLLECTION**

- A. Contractor will submit a bi-annual report to the City listing the number, location and tonnage of recyclable materials collected within the City under the terms of this Permit. These reports will be sent to the City Manager or designee.
- B. Contractor shall collect materials from residents in secured bags or containers approved by the City. At no time shall recyclable material be allowed to be collected in City right-of-way. Properly maintained collection areas are required to prevent health, sanitation or litter problems. City reserves the right to specify to Contractor the exact location of any collection site for service within the corporate limits of the City.

- C. Contractor shall not collect materials on the same day of City provided residential trash and Brush & Bulky services. Scheduling or routing conflicts shall be immediately corrected by the Contractor to accommodate the City's schedules and routes.
5. All vehicles used by Contractor for the collection and transportation of refuse must be covered at all times while in transit to prevent the blowing or scattering of refuse onto public streets or properties adjacent thereto, and each vehicle must be clearly marked with Contractor's name in letters of not less than three (3) inches in height.
6. Contractor will directly receive and resolve any complaints pertaining to service from customers located within the corporate limits of the City. Any complaints received by the City will be forwarded to the Contractor within twenty-four (24) hours of receipt. Contractor must respond to the complaint within twenty-four (24) hours of receiving it from the City.
7. This Permit constitutes the only Agreement between the parties. There are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the City. This Permit is non-exclusive. In the event that Contractor requests an amendment to the terms of the Permit, or a variance from the terms thereof, the Contractor shall submit a written request to the City Manager in advance. The City Council must approve any amendments to the Permit. The City Manager has authority to grant a limited variance to the terms of this Permit, provided that
- a) The circumstances warrant such a variance due to time constraints, health/safety of the public, or other objective reasons;
 - b) The variance is not inconsistent with the terms of the City's ordinances; and
 - c) The variance is effective for thirty (30) days or less.
8. THE CONTRACTOR WILL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION, INCLUDING ATTORNEY'S FEES EXPENSED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, BY OR FROM THE CONTRACTOR OR HIS EMPLOYEES BY OR ON ACCOUNT OF ANY OMISSION, NEGLIGENCE OR MISCONDUCT OF THE CONTRACTOR, OR BY OR ON ACCOUNT OF ANY CLAIMS OF AMOUNTS RECOVERED UNDER WORKER'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE REGARDLESS OF WHETHER THE INJURY OR DAMAGE IS CAUSED IN PART BY THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.
9. The Contractor, before starting work in the City corporate limits, must furnish Certificates of Insurance or other acceptable evidences from a reputable insurance company or companies with an A.M. Best rating of "A" (issued by a company acceptable to the City) licensed to write insurance in the State of Texas, showing that the Contractor is covered by insurance as follows:
- A. Statutory Worker's Compensation and Employer's Liability Insurance in the amount of \$500,000. In the event any work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

- B. Commercial General Liability Insurance with a \$1,000,000 Combined Single Limit. The Policy shall be on the Standard Occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of Bryan as an additional insured. Waiver of subrogation in favor of City is required.
- C. Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit on all self-propelled vehicles used in consideration with the Permit, whether owned, non-owned or hired and naming the City of Bryan additional insured.
- D. Owner's Protective Liability with a \$1,000,000 Combined Single Limit, naming the City of Bryan as the insured.

It is expressly agreed that the Contractor will, as a condition for the continuation of this Permit, keep and maintain the above described insurance continuously in effect throughout the life of this Permit, and failure to abide by this requirement will result in Permit revocation.

- 10. The Contractor will not dispose of special or other hazardous waste prohibited for disposal at the BVSWMA Type I landfill. Contractor agrees to indemnify and hold City harmless for any disposal of any prohibited material, whether intentional or inadvertent.
- 11. If at any time Contractor fails to perform any of the terms, covenants, or conditions herein set forth, the City may revoke and cancel the contract and this Permit will be null and void. A hearing prerequisite to such revocation will not be held until notice of the hearing has been given to Contractor by Registered Mail, addressed to Contractor at the address shown on the records of the City, and a period of at least ten (10) days has elapsed since the mailing of the notice. The notice will specify the time and place of the hearing and will include the reasons being considered for revocation of contract. The hearing will be conducted in public by the City Council. The Contractor will be allowed to present and be given full opportunity to answer any reasons for terminations as set out in the notice. If, after the hearing is concluded, the City Council determines that the allegations set forth in the notice are affirmed by the facts presented at the hearing they may, by majority vote revoke this permit.
- 12. Contractor will perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Brazos County and City of Bryan and in compliance with OSHA and other laws as they apply to its employees. Contractor will ensure that competent persons with at least five (5) years of verifiable experience in managing solid waste collections supervise all collection operations within the City. It is the intent of the parties that safety precautions are a part of the collection techniques for which Contractor is solely responsible. Contractor assumes responsibility and liability and hereby agrees to indemnify the City of Bryan from any liability caused by failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.
- 13. All notices required under the terms of this Permit to be given by either party to the other must be in writing, and unless specified otherwise in writing by the parties, must be sent to the parties at the following addresses:

City: City Manager
City of Bryan
P.O. Box 1000

Bryan, Texas 77805

Contractor:

Charles Mancuso
President
CCAA, LLC d/b/a Brazos Valley Recycling
P.O. Box 5449
Bryan, Texas 77805

All notices will be deemed to have been properly served if sent by Registered or Certified Mail, to the person(s) at the address designated above, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

- 14. No modification to the terms of this Permit may be made unless made in writing and approved by both parties.
- 15. The Contractor may not assign this Permit without prior written approval of the City excepting (following written notice to City) an assignment to an entity or trust affiliated with and controlled by Charles Mancuso or wife, Cindy Mancuso, or their respective trustees, devisees, or beneficiaries.
- 16. Unless earlier revoked, this Permit is valid for five (5) years following approval by City Council, expiring the ___ day of _____, 2020.

EXECUTED this _____ day of _____, 2015.

AGREED AND ACCEPTED:

**CCAA, LLC D/B/A BRAZOS VALLEY RECYCLING
CHARLES MANCUSO**

CITY OF BRYAN:

Charles Mancuso

Jason P. Bienski, Mayor

ATTEST:

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

“Exhibit A”

SCHEDULE OF RATES
(Effective _____, 2009)

BUSINESS NAME

\$300.00 deposit or approved credit application

Delivery	\$100.00 initial delivery fee
Daily Rental	\$3.00 per day rental fee
Monthly Rental	\$100.00 per Month
Landfill Fee`s	\$23.50 per ton per Load
20 cubic yard dumpster	\$145.00 per dump, plus landfill fee
30 cubic yard dumpster	\$145.00 per dump, plus landfill fee
40 cubic yard dumpster	\$145.00 per dump, plus landfill fee

CITY OF BRYAN:

BRYAN DISPOSAL:

By: _____

By: _____

Date: _____

Date: _____



PO Box 5449
Bryan, TX 77805
Phone (979) 260-3867
Fax (979) 691-0005

Exhibit "B"

Destination of Materials

April 1, 2015

Brazos Valley Recycling will use the Brazos Valley Solid Waste Management Agency (BVSWA) landfill and Brazos Valley Recycling's recycling facility and other recycling facilities across the United States for disposal of all waste material collected within the corporate limits of the City of Bryan.