

EXECUTIVE SUMMARY

DRAFT SOLID WASTE FRANCHISE AGREEMENTS AND REQUEST FOR PROPOSALS

The Draft Request for Proposals (RFP) and Solid Waste Franchise Agreements for both Commercial and Residential trash collection services were released by the City of Santa Clarita on December 30, 2002 for review and comment by the public, current haulers and potential bidders. The Agreements contain requirements, information, programs and services reflecting direction given by the Council and as suggested by the public in the five community meetings held in September and October 2002.

The City will accept and consider all written recommendations, suggestions and edits via letters and electronic mail (blucha@santa-clarita.com) on the Draft Solid Waste Franchise Agreements and RFP. Additionally, hard copies of the documents are available for review at City Hall public counters, area libraries and the Sheriff Station or can be purchased at Kinko's or Alpha Graphics on McBean Parkway. All comments must be received by 5:00 p.m., Tuesday, January 21, 2003.

It is anticipated that the Draft RFP and Solid Waste Franchise Agreements will be on the February 25, 2003 Council agenda for Council review and approval. At this meeting, the Council will receive a summary of the comments received on the draft agreements from the public and potential bidders, along with an analysis that supports recommended changes to the documents based on the comments received. Following Council approval, the final RFP and franchise agreements will be released for prospective haulers to prepare and submit their proposals.

The following is a summary of key items in the draft agreements that the Council and the public have discussed. For further assistance in finding sections of concern or for further clarifications please contact Benjamin Lucha of the Environmental Services Division at (661) 284-1411.

Key Items for Residential Solid Waste Franchise Agreement

Subject	Summary	Location
Auditing provisions and requirements	The agreement requires the hauler to properly maintain records for audits and to cooperate with the City when the City chooses to conduct an audit. The agreement also contains provisions in the event that the hauler refuses or fails to provide to the City the required information.	Sec 8, pg 66
Requirement to provide reports/data to the City	The agreement requires the hauler to submit monthly, quarterly, and annual reports. The agreement sets a specific deadline for when the reports must be submitted to the City and contains provisions in the event that the hauler refuses or fails to prepare the reports required by the agreement.	Sec 8, pg 66
Disposal priority and capacity	Agreement requires the hauler to make prior arrangements with a landfill for the disposal of waste generated within the City. The hauler must have prior arrangements to guarantee capacity at the landfill for the life of the agreement.	Sec 4.13, pg 47
Recycling incentives	Agreement requires hauler to divert a minimum of 50% of the waste it collects. Failure to meet the requirement, will result in financial penalties. If the hauler manages to meet certain thresholds established by the agreement, they will qualify for an extension to the agreement.	Sec 4.2.5, pg 28 Sec 4.2.7, pg 29
Diaper recycling	If the City chooses to continue with the diaper recycling program, the hauler will be required to collect commercial and residential diapers free of charge, will have to process the diapers, and incur any costs from moving the diaper processor if necessary.	Sec 4.14, pg 47
Rate adjustments	The rates will be frozen for the first two years of the agreement. In the third year the haulers may present a request to the Council for an adjustment to the rate based on calculations established by the agreement. The adjustment may not exceed 5%.	Sec 6, pg 60
Materials Recovery Facility	The agreement requires the hauler to use a City MRF if the City chooses to build one.	Sec 4.16, pg 49
Franchise fees/ Recycling Coordinator fee	The agreement requires the hauler to pay an amount equal to 10% of the gross receipts and an additional amount starting at approximately \$35,000 per year to assist the City with its education and outreach efforts.	Sec 3, pg 20
Volume Based Rate Pilot Program	Within six months of the City's request, the hauler must implement a volume based rate pilot program in three neighborhoods with a goal of a minimum of 500 participants each. If the program is successful the City may choose to implement the program citywide.	Sec 4.15, pg 48
Alternatives to landfilling & New Solid Waste Technologies (RFP)	The RFP requires the haulers to identify and propose additional recycling technologies and alternatives to landfilling such as gasification or pyrolysis.	pg 20
Non-profit grant funding from diversion revenue	The agreement requires the hauler to pay to the City \$2.50 per ton of recyclables collected for use by the City in awarding grants to non-profit organizations.	Sec 4.2.5, pg 28
90-gallon greenwaste and commingled recycling containers	The agreement requires the hauler to provide 90-gallon containers as the standard container size for greenwaste and commingled recycling. The size is comparable to the current trashcans.	Sec 4.1.2, pg 22 Sec 4.2.1, pg 27
City-exclusive collection routes	The hauler is not permitted to commingle City generated waste collected within the City with waste from other cities or counties.	Sec 4.10, pg 37 Sec 4.11, pg 45
Increased bulky waste pick-ups	The agreement further clarifies what can be accepted as a bulky item and expands the program to 4 free collections per year (currently residents have 2) and to include electronic waste (e-waste).	Sec 4.1.11, pg 25
E-waste collection	The agreement requires the hauler to divert electronic waste (e-waste) from landfills. The haulers must take the materials to a properly permitted facility.	Sec 4.1.14, pg 26

Key Items for Commercial Solid Waste Franchise Agreement

Subject	Summary	Location
Auditing provisions and requirements	The agreement requires the hauler to properly maintain records for audits and to cooperate with the City when the City chooses to conduct an audit. The agreement also contains provisions in the event that the hauler refuses or fails to provide to the City the required information.	Sec 8, pg 55
Requirement to provide reports/data to the City	The agreement requires the hauler to submit monthly, quarterly, and annual reports. The agreement sets a specific deadline for when the reports must be submitted to the City and contains provisions in the event that the hauler refuses or fails to prepare the reports required by the agreement.	Sec 8, pg 55
Disposal priority and capacity	Agreement requires the hauler to make prior arrangements with a landfill for the disposal of waste generated within the City. The hauler must have prior arrangements to guarantee capacity at the landfill for the life of the agreement.	Sec 4.12, pg 38
Recycling incentives	Agreement requires hauler to divert a minimum of 50% of the waste it collects. Failure to meet the requirement, will result in financial penalties. If the hauler manages to meet certain thresholds established by the agreement, they will qualify for an extension to the agreement.	Sec 4.2.4, pg 26 Sec 4.2.5, pg 26
Rate adjustments	The rates will be frozen for the first two years of the agreement. In the third year the haulers may present a request to the Council for an adjustment to the rate based on calculations established by the agreement. The adjustment may not exceed 5%.	Sec 6, pg 49
Materials Recovery Facility	The agreement requires the hauler to use a City MRF if the City chooses to build one.	Sec 4.13, pg 39
Franchise fees/ Recycling Coordinator fee	The agreement requires the hauler to pay an amount equal to 10% of the gross receipts and an additional amount starting at approximately \$35,000 per year to assist the City with its education and outreach efforts.	Sec 3, pg 20
Alternatives to landfilling & New Solid Waste Technologies (RFP)	The RFP requires the haulers to identify and propose additional recycling technologies and alternatives to landfilling such as gasification or pyrolysis.	pg 20
Non-profit grant funding from diversion revenue	The agreement requires the hauler to pay to the City \$2.50 per ton of recyclables collected for use by the City in awarding grants to non-profit organizations.	Sec 4.2.3, pg 25
Free commercial recycling services	The hauler must provide free recycling services to commercial customers.	Sec 4.2.1, pg 25
City-exclusive collection routes	The hauler is not permitted to commingle City generated waste collected within the City with waste from other cities or counties.	Sec 4.10, pg 37
E-waste collection	The agreement requires the hauler to divert electronic waste (e-waste) from landfills. The haulers must take the materials to a properly permitted facility.	Sec 4.1.8, pg 24