



**TEXAS CAMPAIGN
FOR THE ENVIRONMENT**

September 20, 2016

Commissioners:

We are writing today to clarify our stance on the proposed contract between Austin Water Utility and Synagro for the management of the sewage sludge produced at Hornsby Bend. We are grateful to Synagro, Austin Water, and ARR staff, as well as members of the Zero Waste Advisory Commission and Water and Wastewater Commission for their efforts on this important issue. Here is where we stand today.

1. It is our understanding that all redactions in the document relate to potential partners with Synagro in this project and that it is the request of these partners that they not be identified prior to execution of this contract. We can respect their privacy, but for the sake of public accountability and transparency, we ask that Synagro release these redacted portions to the public immediately prior to the final Council decision on this contract.
2. This contract requires that Synagro produce a compost product that meets the United States Composting Council (USCC) Seal of Testing Assurance (STA) standards. This serves as a definition of compost that we are comfortable with, and the contract further requires that if they are to continue using the Dillo Dirt name for the product produced at Hornsby Bend that it continue to reflect the physical characteristics of Dillo Dirt as they have been established over the last 27 years of production. We are supportive of these definitions, and have come to understand that much of the previous controversy over definitions was the result of miscommunication. We support the definitions and standards provided for in this contract.
3. These definitions will require meaningful standards for curing, screening, and odor control. We also understand that Council may terminate this contract at any time for nonperformance. We understand too that per AWU staff consultation with TCEQ nothing Synagro is proposing would require a permit modification and so operations will continue uninterrupted.
4. There are several other provisions which we have sought which are favorable to Synagro in our understanding that are not necessary to put in the contract but which ought to be enacted as formal city policy through Council action simultaneous to approval of this contract. These provisions are:
 - a. **Goals and Timelines.** Synagro tells us that they want to compost 100% of Austin's sewage sludge beginning Day 1 and that they are capable of doing so. Council should pass a directive to staff setting the expectation that they—along with their private partners—will compost 100% of Austin's wastewater biosolids from the effective date. Council should request a report from AWU staff and relevant private partners 90 days after the effective date to provide an update on whether this goal has been met or not.
 - b. **Emergency Reporting of Land Application.** Synagro tells us that they only include Class B land application as a redundancy for emergency purposes, and that any such application will have to be directed to them by AWU staff. Council should direct staff that any such land application decisions should be memorialized to Council and the City Manager within 48 hours of such an order and presented to Council, the Water and Wastewater Commission, and the Zero Waste Advisory Commission at their next regular meetings following the order with plans for the return to normal composting operations.
 - c. **Labeling and Full Disclosure.** There is a philosophical difference of position between TCE and Synagro regarding the safety of biosolids compost for use with food production. We understand that this product still contains a variety of pollutants that are not tested or controlled for under the USCC's STA

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program including pharmaceuticals, phthalates, flame retardants, and a variety of other consumer chemicals. That said, composting is still the best current means of dealing with this material, and we can tolerate its marketing so long as at every point of sale or donation the recipients are informed that it contains biosolids. Council should direct AWU staff that such disclosure is required at every point of sale or donation and that they will present to you their plan for this within 90 days of the effective date of the contract.

5. The one change to the contract that we see remaining—and which Synagro has told us that they are comfortable with—is to require Council action for the initial contract extension after five years. We initially wanted Council action for every extension, and Synagro obviously preferred to have all extensions approved by staff alone. This recommendation represents a compromise where the initial extension can reflect the experience we will have after five years and each subsequent yearly extension will be more easily made, assuming that such normal operations persist.

This one contract change plus the existing definitions within the contract and passage of a Council directive to AWU staff coincident upon approval of this document should ensure that we have a project that minimizes the risk of abuse and maximizes value for Austin ratepayers and residents. We will support the contract under these conditions.

Our final point we wish to make is to urge all city staff, but Austin Water Utility staff in particular, to please seek out public input, stakeholder involvement, and Council engagement sooner rather than later in major policy change decisions. The shift of Dillo Dirt from a product made by Austin Water staff to one made by a private partner operating on city property, and the shift from a primarily land application model of sewage sludge management to a primarily composting model are both policy changes. Staff should not be making such changes in a vacuum with Council only alerted when it comes time to sign the contract. Staff needs to be proactive in seeking out engagement from all stakeholders—including and especially the environmental movement—in order to minimize the confusion, miscommunication, and mistrust that has unfortunately been such a significant part of this process so far. We are grateful for staff's responsiveness once this became a matter of controversy, and we thank Synagro for their willingness to engage in a constructive way to ensure that all sides could come to a resolution that benefits everybody.

To this end, we also encourage the Water and Wastewater Commission (WWC) and all other city commissions to prioritize public input and dialogue. As it stands the Commission's rules and procedures make it very hard for the public or public interest advocates to speak back to staff, and they put staff at a significant advantage when it comes to potentially controversial presentations. For instance, at WWC the public may not comment during the meeting, but only at the beginning when fewer details on proposals are known. This is precisely how confusions and conflicts like this one are created. We would encourage this commission and others to emulate the example set by the Zero Waste Advisory Commission which encourages public participation and allows for significant rebuttal to staff by the public and their advocates. More democracy will improve all functions of our government.

We are happy to answer questions on all of this, and we will be producing a draft policy proposal to go alongside the contract—with the one minor suggested amendment—in the coming days. Thank you again for your time and consideration, and we look forward to the total diversion of all Austin biosolids into higher and better use in just a matter of weeks. This is a big victory for Zero Waste and sustainability.

Sincerely Yours,



Andrew Dobbs
Program Director