

**SONOMA COUNTY WASTE MANAGEMENT AGENCY**

August 15, 2007

9:00 a.m.

City of Santa Rosa Utilities Department  
Subregional Water Reclamation System Laguna Plant  
4300 Llano Road, Santa Rosa, CA 95407  
Estuary Meeting Room

**\*\*\*\* UNANIMOUS VOTE ON ITEM #8.1 \*\*\***

**AGENDA**

- | <u>ITEM</u>  | <u>ACTION</u> |
|--|---------------|
| 1. Call to Order/Introductions   |               |
| 2. <u>Attachments/Correspondence:</u> <ul style="list-style-type: none"><li>• Director's Agenda Notes</li><li>• Green Purchasing Report FY 2006-2007</li></ul>   |               |
| 3. <u>On file w/Clerk: for copy call 565-3579</u><br>Resolutions approved in June <ul style="list-style-type: none"><li>• 2007-012 Resolution Approving Agreement with SCWMA and VBN Architects</li><li>• 2007-013 Resolution Adopting an Annual Budget for FY 2007-08</li><li>• 2007-014 Resolution Authorizing SCWMA Executive Director to Sign the Letter Agreement for Composting Educational Services with the UCCE</li></ul> |               |
| 4. Public Comments   |               |

**CONSENT** (w/attachments)

Discussion/Action

- |     |  |
|-----|--|
| 5.1 | Minutes of June 20, 2007                 |
| 5.2 | 4 <sup>th</sup> Quarter Financial Report |
| 5.3 | CoIWMP Update                            |
| 5.4 | Thermometer Exchange Program             |

**REGULAR CALENDAR**

- |     |   |
|-----|---|
| 6.1 | Conversation with CIWMB Board Member Wesley Chesbro |
|-----|---|

**EDUCATION**

- |     |  |                   |
|-----|--|-------------------|
| 7.1 | Sonomax Web Site Presentation<br>[Wells](Attachment)   | Discussion/Action |
| 7.2 | Spanish Eco-desk Program Update<br>[Wells](Attachment) | Discussion/Action |

- |     |  |                   |
|-----|--|-------------------|
| 7.3 | Sonoma County Fair “Compost Your Veggies”<br>[Wells] | Discussion/Action |
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**COMPOSTING/WOOD WASTE**

- |     |  |                       |
|-----|--|-----------------------|
| 8.1 | New Compost Site Selection Agreement<br>[Carter](Attachment) | <b>UNANIMOUS VOTE</b> |
| 8.2 | Compost Program Update<br>[Wells](Attachments)               | Discussion/Action     |

**HOUSEHOLD HAZARDOUS WASTE**

- |     |  |                   |
|-----|--|-------------------|
| 9.1 | RFP for E-waste Collection Events<br>[Steinman](Attachments) | Discussion/Action |
| 9.2 | Clean Harbors Contract Extension<br>[Steinman](Attachment)   | Discussion/Action |
| 9.3 | Program Status Report<br>[Carter/Steinman]                   | Discussion/Action |

**PLANNING**

- |      |  |                   |
|------|--|-------------------|
| 10.1 | Waste Characterization Study<br>[Carter](Attachment) | Discussion/Action |
|------|--|-------------------|

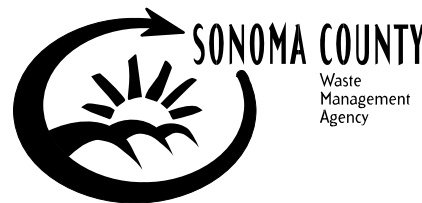
- 11. Boardmember Comments
- 12. Staff Comments
- 13. Adjourn

**CONSENT CALENDAR:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**REGULAR CALENDAR:** These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

**PUBLIC COMMENTS:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item, and before Boardmembers propose a motion to vote on any item.

**DISABLED ACCOMMODATION:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact Ken Wells at the Sonoma County Waste Management Agency Office at 2300 County Center Drive, Suite B100, Santa Rosa, (707) 565-3579, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.



**TO:** SCWMA Board Members

**FROM:** Ken Wells, Executive Director

**SUBJECT:** AUGUST 15, 2007 AGENDA NOTES

### **CONSENT CALENDAR**

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 5.1) Approve Minutes of the June 20, 2007 SCWMA meeting
- 5.2) 4<sup>th</sup> Quarter Financial Report The year-end report for FY 06-07 shows that there was a total of \$8,239,283 revenues and \$7,321,676 expenditures reported. This equates to \$917,607 being contributed to the appropriate reserve funds. Budgetary adjustments to replace earlier estimates with final numbers in the FY 07-08 Budget will be included in the September agenda as Technical Adjustments.
- 5.3) ColWMP Update The revised Siting Element and Household Hazardous Waste Element underwent an informal review by the California Integrated Waste Management Board's Office of Local Assistance. Their suggested changes are included in the attached documents and are recommended for approval.
- 5.4) Thermometer Exchange Program The attached staff report describes a collaborative thermometer exchange project with the Russian River Watershed Association (RRWA) to remove mercury-containing thermometers from circulation by exchanging them for digital thermometers, which was conducted from May to July 2007 in conjunction with Community Toxics Collections. The City of Santa Rosa also held additional thermometer exchange events.

### **REGULAR CALENDAR**

- 6.1) Conversation with CIWMB Board Member Wesley Chesbro

### **EDUCATION**

- 7.1) SonoMax.org Web Site Presentation Once beta-testing and programming on the new SonoMax.org web site is complete, the SonoMax.org (Sonoma County Materials Exchange) program will be entirely automated. Programmed by Genacom, the site features a browse and post listings function, an email notification system and an admin area for tracking. A presentation of this improved system will be made at the meeting.  
**No action requested.**
- 7.2) Spanish Eco-desk Program Update This item is a progress report on activities related to a two-year contract with C2 Alternatives Services to conduct a Spanish Environmental Outreach Pilot Project. Based on social-based marketing strategies, this project tests various activities and outreach tools to inform the Spanish-speaking residents in Sonoma County about recycling and toxics disposal opportunities in order to change behavior. **No action requested.**
- 7.3) Sonoma County Fair "Compost Your Veggies" On July 17-30, the Agency exhibited in the Grace Pavilion at the Sonoma County Fair. To support the theme "Compost Your Veggies—Put them in the Yard Debris Can", plastic kitchen sink-side veggies scrap pails were sold at the exhibit. As a measure of the success of our efforts, 547 pails were sold, 5,140 promotional items (pencils, tattoos, bookmarks) and 2,000 compost samples were distributed. **No action requested.**

## **COMPOSTING/WOOD WASTE**

- 8.1) New Compost Site Selection Agreement Staff have reviewed the three proposals received from the New Compost Facility Site Selection, Conceptual Design, and CEQA Documents RFP process and is recommending Environmental Science Associates (ESA) for the Board's consideration. The maximum cost for this project is \$520,926, of which \$25,000 is to be used by the contractor upon written approval of the SCWMA Executive Director. The FY 07-08 Budget includes \$400,000 for this contract, so, if approved, a Technical Adjustment to the budget would be included at the next Agency meeting to reconcile the difference. **Staff recommends approval of the Agreement for Consulting Services between the Sonoma County Waste Management Agency and Environmental Science Associates. As the cost of this agreement exceeds \$50,000, this agreement requires a unanimous vote.**
- 8.2) Compost Program Update Staff will update Board members on the status of the composting program for yard debris and wood waste. Compost reports for April and May of 2007 are included in the packet. **No action requested.**

## **HHW**

- 9.1) RFP for E-waste Collection Events In an effort to create more e-waste recycling opportunities for Sonoma County residents, other than only at the County disposal sites, the Agency is requesting approval from the Agency Board to issue a RFP to establish a contract for Electronic Waste Collection Event services. The Agency proposes to enter into a two-year agreement with a selected e-waste Contractor to hold Electronics Collection Events where residents of Sonoma County may bring electronics to a specified city-centered location for recycling of these products **Staff recommends direction to issue a RFP for an e-waste contractor and to return with a recommendation for a selected contractor.**
- 9.2) Clean Harbors Contract Extension Staff will update Board Members on the response from Clean Harbors regarding a second year extension to the contract with the SCWMA for operation of the Household Hazardous Waste Program. **Action requested: Direction from the Board.**
- 9.3) Program Status Report Staff will update Board Members on the status of the Household Hazardous Waste Program. **No action requested.**

## **PLANNING**

- 10.1) Waste Characterization Study Cascadia Consulting has prepared a memo regarding the preliminary results of the Wet Season (March 20-29, 2007) Waste Sort. Final weighted results will be presented at a future Board meeting. **No action requested.**

# SCWMA OfficeMax Purchasing June 2006 - May 2007

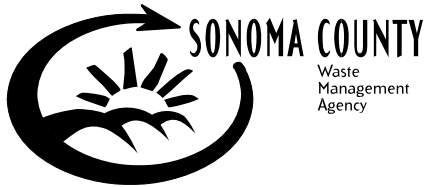
**Table 1 Cost of Purchases by Category and Percent Post Consumer Recycled Content Composition**

Sum of Product Total	% Post Consumer Recycled Content							
Category	0	20	25	30	40	50	70	Grand Total
Computer Equipment	\$ 1,168.81							\$ 1,168.81
Office Furniture	\$ 67.05							\$ 67.05
Office Supplies	\$ 677.98	\$ 19.08		\$ 36.24			\$ 18.97	\$ 752.27
Paper Products	\$ 120.57	\$ 41.61	\$ 18.24	\$ 5,519.43	\$ 18.54	\$ 14.85		\$ 5,733.24
Grand Total	\$ 2,034.41	\$ 60.69	\$ 18.24	\$ 5,555.67	\$ 18.54	\$ 14.85	\$ 18.97	\$ 7,721.37

**Table 2 Quantity of Purchases by Category and Percent Post Consumer Recycled Content Composition**

Count of Qty Shipped	% Post Consumer Recycled Content							
Category	0	20	25	30	40	50	70	Grand Total
Computer Equipment	8							8
Office Furniture	5							5
Office Supplies	40	1		2			3	46
Paper Products	6	2	1	26	2	1		38
Grand Total	59	3	1	28	2	1	3	97

The above tables summarize the Sonoma County Waste Management Agency's purchases from OfficeMax for the FY 06-07. Table 1 details the cost of the purchases and Table 2 quantifies the volume of purchases. According to Table 1 the largest purchase category is paper products, and over 95% of the money spent on paper products is at least 30% post consumer recycled content. The volume of purchases in Table 2 indicate that while paper products dominate the product costs, office supplies such as batteries, scissors, staples, and cassette tapes which are not offered in recycled content options, are purchased more than the other categories.



MINUTES OF JUNE 20, 2007

The Sonoma County Waste Management Agency met on June 20, 2007, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

**PRESENT:**

City of Rohnert Park  
City of Cotati  
City of Cloverdale  
City of Healdsburg  
City of Petaluma  
City of Santa Rosa  
City of Sebastopol  
City of Sonoma  
County of Sonoma  
Town of Windsor

Tim Smith, Vice Chair  
Dianne Thompson  
Steve Holsinger  
Marjie Pettus  
Vince Marengo  
Greg Scoles  
Dave Brennan  
Steve Barbose  
Phillip Demery  
Christa Johnson

**STAFF PRESENT:**

Executive Director  
Counsel  
Staff

Ken Wells  
Janet Coleson  
Charlotte Fisher  
Patrick Carter  
Karina Chilcott  
Lisa Steinman  
Elizabeth Koetke

Recorder

**1. CALL TO ORDER**

Vice Chair, Tim Smith, called the meeting to order at 9:08 a.m.

**2. ATTACHMENTS/CORRESPONDENCE**

Vice Chair, Tim Smith, called attention to the Director's Agenda Notes.

**3. ON FILE WITH CLERK**

Tim Smith, Vice Chair, noted the resolutions from the May meeting on file with the clerk.

**4. PUBLIC COMMENTS**

There were no public comments.

**CONSENT**

**5.1** Minutes of May 16, 2007

**5.2** Agreement with the City of Santa Rosa in Marking Catch Basins on Private Property.  
**Motion to approve the consent calendar was made by Vince Marengo, Petaluma. Steve Holsinger, Cloverdale, seconded. Tim Smith, Rohnert Park abstained.**

Vice Chair Tim Smith, with approval from the Board asked to address the two unanimous vote items (#6.3 and #7.1) before item #6.1.

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

**6.3 THE FIFTH AMENDMENT TO AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY AND CLEAN HARBORS EL DORADO, LLC FOR OPERATION OF THE HOUSEHOLD HAZARDOUS WASTE PROGRAM**

Ken Wells, Executive Director, explained that the proposed amendment includes three components; a two-year contract extension, amendments to the fees charged, and a change to the 'key personnel' section.

The current Agreement with Clean Harbors will expire in January 2008. This Board made a decision in May 2007 to pursue a two-year extension, provided for in the agreement. Clean Harbors sent a letter in April 2007 indicating their interest and willingness to sign a two-year extension with the same terms and conditions. However, staff was informed yesterday afternoon that Clean Harbors was no longer willing to sign the two-year extension as written.

Regardless of the decision on the contract extension, staff is recommending approval of the fee changes and the key personnel change.

The proposed amendment for fee increases are for three programs; the first is to the Conditionally Exempt Small Quantity Generator disposal fees (CESQG), to fully cover the cost of the program, as listed in the revised Exhibit H. The second program fee change relates to the door-to-door service, the Toxic Rover. Currently that program charges the public \$35, with \$25 going to the contractor and the Agency receiving \$10. Staff is proposing increasing the charge to the public to \$50, with \$25 to the contractor and \$25 to the Agency. The third program fee change is to increase the service fee for collection of Load Check waste at County of Sonoma disposal sites. The Load Check waste is generated by a random check of loads of garbage coming to the disposal sites and, if hazardous material is found, it is put in a locker. An agreement between Clean Harbors, the Agency, and the County, provides for Clean Harbors to go to the disposal sites, collect that waste and dispose of it appropriately. The Agency charges the County the basic disposal rate but there's also a service fee for each site visit. The original negotiated rate was \$150 per site visit, however, after a year and a half of operational experience, staff is proposing increasing the Load Check service fee to \$380 per site visit, an increase of \$230. The fee increase for CESQG services would generate about \$23,000, the Toxic Rover would be an additional \$2,000, and Load Check would be about \$4,000, for a combined total of \$29,000 in additional revenue to the Agency annually.

Another amendment is for key personnel change. The current agreement with Clean Harbors includes an identification of key personnel. With some personnel changes at Clean Harbors, staff is proposing to add Curt Lock as the Program Manager, in place of Cherri Taylor.

The primary item on this agenda was a two-year extension of this contract from January 2008 through January 2010, all terms and conditions the same. Clean Harbors at this time has decided they cannot accept that particular change and have offered alternatives. The first alternative is a single-year extension, all terms and conditions staying the same. The second alternative is a two-year extension, the first year with all terms and conditions the same and the second year with a 3% increase to the operating fee. The disposal fees, which represent about two-thirds of the cost of the program, would remain the same.

Currently the contractor is paid approximately \$438,000 dollars a year as an operating fee and disposal fees are about \$600,000. A 3% increase would increase the operating fee from \$438,000 to \$451,430. In other words, about \$1,200 a month would be added to a \$100,000 monthly invoice.

Staff has identified three options for the Board. One is to decline both Clean Harbors alternatives, let the current agreement expire in six months, and direct staff to initiate a competitive process to find a new contractor. A second option would be to accept the one-year extension, which would be a relatively simple change to the approval resolution. The third option is to accept the two-year extension with the 3% increase on the operating costs. The first year would be the same; the second year would add the 3% increase. In communication with Agency Counsel, staff determined any of these changes are legally acceptable.

Curt Lock, Clean Harbors, apologized for the late notice on their decision not to go ahead with the two-year extension agreed to earlier. However, all existing Clean Harbors contracts are being increased by 3.6% per company policy. Yesterday there was a conference call between the regional vice president, who felt that it was a good decision to keep this contract with these rates and an executive vice-president from the corporate office in Massachusetts, who felt the two-year extension was a little long with the cost of labor and the cost of fuel being unknown. The current contract has no recovery fee for fuel. The final corporate decision was to present the SCWMA with the two options.

Phillip Demery, County of Sonoma, asked if there was anything that would preclude the Board from a one-year agreement with an option amendment for a second year upon some reconsideration on Clean Harbors' part of second-year costs. That way the second-year discussion could be continued for another month or so. Vince Marengo, City of Petaluma, concurred with Mr. Demery.

Janet Coleson, Agency Counsel, said in the original contract the option to extend the term, Agency or Contractor, by mutual written agreement shall have the option to extend the term of the contract for an additional two years with the same terms and conditions. That could be modified to say one year with all the same terms and conditions.

Ken Wells, summarizing his understanding of the direction of the Board was to approve the Fifth Amendment today with a one-year extension, along with the other two elements of the amendment mentioned today and then staff may come back with a proposed sixth amendment for that second year, depending on the outcome of additional communication with Clean Harbors. The Vice Chair asked that the three components of the Fifth Amendment be dealt with individually.

**A motion was made by Steve Barbose, Sonoma, to approve the amendments to Exhibit A and Exhibit H. Greg Scoles, Santa Rosa, seconded. Motion approved unanimously.**

**A second motion was made by Marjie Pettus, Healdsburg, to amend section 2.4.4 to replace Cherri Taylor with Curt Lock as Program Manager. Steve Barbose, City of Sonoma, seconded the motion, motion approved unanimously.**

**Phillip Demery, County of Sonoma, moved to extend the contract for one year with no cost increase. Vince Marengo, Petaluma, seconded. Motion approved unanimously.**



Tim Smith, Vice Chair, directed staff to contact Clean Harbors before the next Agency meeting to resolve the question of the second year, either with conditions remaining the same or justification for the 3% increase requested. Ken Wells requested and was given direction to include a deadline for a response from Clean Harbors of August 1<sup>st</sup> and continue further discussion of this item on the August 15, 2007 agenda.

#### ADMINISTRATION

##### **7.1 APPROVAL OF FINAL FY 2007-08 BUDGET**

Ken Wells reported the FY 2007-08 budget process has been ongoing since February. This final budget is the more detailed representation of the draft budget that was approved a few months ago. The key parameters are three-fold, a \$0.90/ton increase in the tipping fee surcharge to fund our HHW, Education, Diversion and Planning programs. This will increase the tipping fee from \$4.50/ton, to \$5.40/ton effective July 1, 2007. The other two major changes are an increase of \$1/ton in the tipping fee for wood waste and \$1/ton for yard debris.

**Vince Marengo, Petaluma, moved to approve the final budget for FY 07-08, Steve Holsinger, Cloverdale, seconded. Motion approved unanimously.**

#### HOUSEHOLD HAZARDOUS WASTE

##### **6.1 RFP FOR HHW PROGRAM EXPANSION STUDY**

Patrick Carter explained in April 2006, the Board gave staff direction to solicit a consultant to perform an HHW Program Evaluation and Benchmarking study. Sweetser and Associates, the consultants that conducted the study, issued their report to the Board in January 2007. Among the numerous recommendations they presented to the Board was for additional permanent facilities for HHW collection.

In March 2007, staff presented this recommendation and the Board directed staff to come back with more information about the feasibility of additional facilities throughout the county. Staff is recommending a two-phased approach to the additional HHW facilities in the county. Phase One would consist of preliminary design of the facilities along with an economic feasibility analysis based on that design task. If the Board determines that the Phase One report justifies it, Phase Two would be site selection and final design of the potential facilities, which would incorporate feedback from local government officials and the public. This feedback would be incorporated into site-specific design documents with enough detail for permits and CEQA analysis. Staff would return again at the conclusion of Phase Two to seek additional direction. Phase One is estimated to cost \$60,000, which has been included in the FY 07-08 budget and would cover the preliminary design and feasibility study of additional facilities. Should the Board decide to go forward with Phase Two, an additional \$200,000 for the CEQA and a more in-depth design would be anticipated. That funding could come from future budgets, or possibly from grant funding.

Dianne Thompson, Cotati, commented that local businesses should be encouraged to participate when RFP's go out. Ken Wells responded that they would do so. When the RFP is available, staff can also send the RFP notice to the Board members so that they can share the information with local firms that may be interested.

Patrick Carter summarized by saying that staff seeks direction from the Board to solicit proposals and return to the Board with a contract to study the feasibility, design, and potentially, permitting of additional HHW collection facilities in Sonoma County.

**Phillip Demery, County of Sonoma, moved to approve. Vince Marengo, Petaluma, seconded. Motion approved.**

## **6.2 UNIVERSAL WASTE E-WASTE COLLECTION PRESENTATION**

Ken Wells explained that Scarlet Garcia, Universal Waste Management, has contacted some of the cities to propose setting up e-waste collection events that would be sponsored by each city. There were some questions about integration of these events with the Agency's efforts to collect e-waste, and whether there was a conflict. The representative from Universal Waste Management was not available to make a planned presentation to the Board.

Ken Wells explained that SB20/50 opened up competition for e-waste recycling by attaching a fee to purchases of computers and televisions. That fee goes to the state, which provides funds to approved recyclers, who then provide a portion of that money to official e-waste collectors.

Although the Agency provides collection opportunities at disposal sites, Universal Waste approached the Agency looking for some advertising support and locations for City-centered events in which funding would be shared with the cities. Three potential responses to their offer would include:

- 1) Individual cities could work with Universal Waste, have an event, and collect the funding.
- 2) Delegate responsibility to Agency staff to help facilitate the collection events. The revenues could go directly to the cities or could go back to the Agency to help offset the other HHW program costs.
- 3) Decline the offer from Universal Waste, in which case they would probably establish partnerships with other organizations in Sonoma County, as they have been doing.

Currently the Agency encourages the public to donate to Goodwill, with facilities all over the county and great community involvement beyond e-waste collection.

After discussion, Vince Marengo, Petaluma; Phil Demery, County of Sonoma; and Steve Barbose, Sonoma, indicated support for option two.

During the Public Comment period, Ernie Carpenter, Global Materials/Industrial Carting, objected to the Agency picking one company and promoting them over other companies in this county, Global Materials being one of them. Global Materials collects \$0.20/pound and would share with the cities directly, or to a non-profit of the cities choosing, .02 to .05 cents/ton.

Pam Davis, North Bay Corporation, has also partnered with Goodwill and they are negotiating with Goodwill for not only e-waste drop off events but also other electronic waste that's not covered by the State's funding support. North Bay is a certified collector and supports keeping it local.

Boardmembers comments included Dave Brennan, Sebastopol, asking if there could be a countywide franchise for this type of material.

Tim Smith, Vice Chair, said potentially it might be an ordinance. His preference would be to encourage a local commitment. It would be competitive, and have the appropriate license along with the appropriate setup. His choice is option two.

Ken Wells said staff would do some research into the actual language in the regulations and the legislation. The state made an attempt to create free and convenient recycling services. He will investigate what the Agency's role can be or is allowed to be in creating franchises.

Staff was directed to notify Universal Waste Management that the Agency staff would be responsible for coordinating any e-waste recycling events for the cities. Ken Wells indicated that staff would consider the Board's comments and return with a process to try and address their concerns. Agency Counsel was directed to come back with information on the legal authority of the Agency to control e-waste collectors and events.

#### **6.4 AGREEMENT WITH VBN ARCHITECTS FOR THE HHW BUILDING CANOPY EXTENSION AT THE CENTRAL DISPOSAL SITE**

Ken Wells reported a key recommendation in the HHW Program Evaluation was to make better use of the existing building, such as extending the canopy on the building. At an earlier meeting, staff was directed to find an architect or firm to assist with the building canopy expansion. After discussions with the County Architects' Office and the staff at the Central Disposal Site, it was suggested and recommended that the Agency work with VBN Architects. The County selected this firm a few years ago to provide architectural design services for the County and they are very familiar with the county site.

VBN was asked to prepare a proposal for the design and construction management services of the canopy extension. Agency Counsel has reviewed the agreement and approved the language and the Scope of Work. The recommended action is to adopt the resolution to approve the agreement for services and to authorize the chair to execute the agreement on behalf of the Agency.

**Vince Marengo, Petaluma, moved to approve the agreement with VBN. Phil Demery, County of Sonoma, seconded. Motion approved.**

### PLANNING

#### **8.1 UPDATE ON ColWMP REVISION**

Patrick Carter reported at the May 16, 2007 Agency meeting, staff was given direction to issue an RFP for consultant services to assist in performing the necessary CEQA review to address the ColWMP revision. At the same meeting, the Board gave staff direction to go to the AB 939 Local Task Force to revise the HHWE of the ColWMP to allow the possibility of multiple household toxics collection facilities. The revised HHWE text was submitted to the LTF at its June 14, 2007 meeting and at that meeting the LTF gave authority to the Agency's Executive Director, Ken Wells, to make all necessary changes.

Funding in the amount of \$150,000 has been included in the FY 07-08 budget for a consultant to assist the staff with CEQA documents associated with the ColWMP revision. Staff time has been included in the same budget to manage the consultant, coordinate meetings and prepare staff reports.

**Phil Demery, County of Sonoma, moved to approve issuing an RFP for the CEQA review for the ColWMP update. Vince Marengo, Petaluma, seconded. Motion approved.**

*Vince Marengo left the meeting at 10:30 a.m. (ek)*

### EDUCATION

#### **9.1 NEW UCCE-SONOMA COUNTY AGREEMENT**

Ken Wells requests the Boards' approval for a new agreement with the Sonoma County University Cooperative Extension for assistance with home composting education. The Agency has been working with the Master Gardner's program for a decade. They provide information at fairs and other public events on home composting for residents. The main difference with this agreement and the prior agreement is that the UCCE Regents are no longer a part of the contractual relationship and one significant addition to the program is PURE (pesticide use reduction education), which will help to reduce

the amount of household hazardous waste coming to the HHW facility. The agreement is for three years at \$16,600 per year. The funding for the first year has been included in the FY 07-08 budget.

**Dave Brennan, Sebastopol moved to approve the UCCE-Sonoma County agreement. Christa Johnson, Town of Windsor, seconded. Motion approved. Petaluma absent.**

Vice Chair Tim Smith, with approval from the Board asked to address agenda Item 11, Boardmember Comments, out of order.

**11. BOARDMEMBER COMMENTS**

New Boardmember, Phil Demery, who is also the new Director for the Sonoma County Department of Transportation and Public Works, gave a brief history of his background.

*Phillip Demery left the meeting at 10:40 a.m. (ek)*

**COMPOSTING/WOOD WASTE**

**10.1 COMPOST PROGRAM UPDATE**

Compost allocation reports for the first quarter of 2007 were given to each jurisdiction. Ken Wells reminded the Board that a waste characterization study is underway and early information indicates that food waste represents about 1/3 of the residential waste stream, so the idea of focusing on food waste seems justified. At the county fair staff will sell countertop containers for vegetative waste. Staff has ordered some compost bins for home use that will also be distributed in cooperation with the UCCE program and North Bay Corporation.

**11. ADDITIONAL BOARDMEMBER COMMENTS**

Steve Barbose, Sonoma, said the farmers' markets would be a great place for bin distribution.

Vice Chair Tim Smith said he's been to the State Capitol regarding EPR. Sonoma County is well regarded. One point he's been making is that if the State is not going to be involved with implementing SB 966, pharmaceutical take backs, then the Agency may do it on their own.

**12. STAFF COMMENTS**

Lisa Steinman distributed a press release from Walmart regarding a take-back day for fluorescent bulbs at all California Walmart locations, which will take place on Saturday, June 23<sup>rd</sup>, 2007.

Ken Wells said that Longs' drugstore has a household, non-rechargeable, battery take-back program in place.

Ken Wells asked for the Boards' approval to skip the July meeting and reconvene on August 15, 2007.

Ernie Carpenter asked the Board to rescind their direction to staff to work with Universal Waste on their E-waste collection events. Vice Chair Tim Smith did not rescind the direction to staff.

**13. ADJOURN**

Meeting adjourned at 10:52 a.m.

Respectfully submitted,  
Elizabeth Koetke

Distributed at meeting:

- Compost Allocations for First Quarter 2007
- Walmart Press Release for Fluorescent Light Bulb Recycling Day

**FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDICES 799114, 799213, 799312, 799411  
799510, 799618, 799221, 799320  
799338, 799718

PREPARED BY: Charlotte Fisher

EXECUTIVE DIRECTOR: Ken Wells

**A. SUMMARY OF PROJECTIONS**

	FY 06-07 Adopted Budget	FY 06-07 Actuals	Over/(Under) Budget
TOTAL EXPENDITURES	8,665,821	7,321,676	(1,344,145)
TOTAL REVENUES	8,460,265	8,239,283	(220,982)
NET COST	205,556	(917,607)	(1,123,163)

**B. SUMMARY OF EXPENDITURES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
SERVICES & SUPPLIES	5,244,009	6,172,611	(928,602)
OTHER CHARGES	2,077,667	2,493,210	(415,543)
TOTAL EXPENDITURES	7,321,676	8,665,821	(1,344,145)

**C. SUMMARY OF REVENUES**

	Actual Jul 06-June 07	Adjusted Budget FY 06-07	Over/(Under) Budget
INTEREST ON POOLED CASH	265,328	65,061	200,267
TIPPING FEE REVENUE	4,914,404	4,757,004	157,400
SALE OF MATERIAL	316,732	22,000	294,732
STATE-OTHER	500,967	615,000	(114,033)
DONATIONS/REIMBURSE	164,185	122,224	41,961
OT-WITHIN ENTERPRISE	2,077,667	2,878,976	(801,309)
TOTAL REVENUES	8,239,283	8,460,265	(220,982)

**C. SUMMARY OF NET COSTS**

	Actual July 06-June 07	Adjusted Budget FY 06-07	Over/(Under) Budget
NET COST	(917,607)	205,556	(1,123,163)

**E. YEAR END FUND BALANCE**

	Beginning Reserve	Actual Contribution	Ending Reserve
	5,009,961	917,607	5,927,568

**FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDEX 799114 WOOD WASTE

PREPARED BY: Charlotte Fisher

EXECUTIVE DIRECTOR: Ken Wells

**A. COST CENTER SUMMARY**

	<b>FY 06-07 Adopted Budget</b>	<b>FY 06-07 Actuals</b>	<b>Over/(Under) Budget</b>
TOTAL EXPENDITURES	614,439	596,747	(17,692)
TOTAL REVENUES	324,304	454,232	129,928
NET COST	290,135	142,515	(147,620)

**B. SUMMARY OF EXPENDITURES**

	<b>Actual July 06-June 07</b>	<b>Adopted Budget FY 06-07</b>	<b>Over/(Under) Budget</b>
SERVICES & SUPPLIES	306,747	315,110	(8,363)
OTHER CHARGES	290,000	299,329	(9,329)
TOTAL EXPENDITURES	596,747	614,439	(17,692)

Services and Supplies is projected to be \$17,692 under budget primarily as a result of:  
Contract Services were \$5,835 under budget due to less than anticipated material being delivered to the composting facility.  
Administration Costs were \$2,257 under budget due to less staff time than anticipated.

Other Charges is projected to be \$9,329 under budget because the contribution to the Organics Reserve was less than anticipated.

**C. SUMMARY OF REVENUES**

	<b>Actual July 06-June 07</b>	<b>Adopted Budget FY 06-07</b>	<b>Over/(Under) Budget</b>
INTEREST ON POOLED CASH	16,250	0	16,250
SALE OF MATERIAL	110,585	6,000	104,585
DONATIONS/REIMBURSEMENT	9,000	0	9,000
TIPPING FEE REVENUE	318,397	318,304	93
TOTAL REVENUES	454,232	324,304	129,928

Interest on Pooled Cash is anticipated to be \$16,250 over budget. There was no interest budgeted because it was anticipated that any cash being held by the County Treasurer would be in the Organics Reserve. Transfer is being implemented.

Sales of Material is \$104,585 over budget due to greater than anticipated revenue this fiscal year. This also includes revenue sharing from firewood sales for FY 05-06 and FY 06-07.

**D. SUMMARY OF NET COST**

Net Cost (\$147,620) is lower than budgeted due to greater than anticipated revenues and lower expenses.

**E. YEAR-END FUND BALANCE**

	<b>Beginning Reserve</b>	<b>Actual Contribution</b>	<b>Ending Reserve</b>
	304,449	(142,515)	161,934

**FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDEX 799213 YARD DEBRIS

PREPARED BY: Charlotte Fisher

EXECUTIVE DIRECTOR: Ken Wells

**A. COST CENTER SUMMARY**

	FY 06-07 Adopted Budget	FY 06-07 Actuals	Over/(Under) Budget
TOTAL EXPENDITURES	4,004,457	4,001,170	(3,287)
TOTAL REVENUES	2,731,200	3,341,880	610,680
NET COST	1,273,257	659,290	(613,967)

**B. SUMMARY OF EXPENDITURES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
SERVICES & SUPPLIES	2,551,170	2,416,629	134,541
OTHER CHARGES	1,450,000	1,587,828	(137,828)
TOTAL EXPENDITURES	4,001,170	4,004,457	(3,287)

Services and supplies was over budget \$134,541.

Office Expense is \$7,970 over budget. No expense was budgeted and, after site permit changes, a public education program was implemented to inform citizens about being able to put vegetative waste in the yard debris containers.

Contract Services is expected to be \$179,649 over budget due to a greater amount of material delivered for composting than projected.

Administration Costs were \$26,531 under budget due to less than anticipated labor.

Engineering Services were \$18,117 under budget due to a delay in the siting process for the new compost site.

Legal Services were \$1,080 over budget due to extra legal services for funding options, Prop. 218 concerns and personnel issues.

Rents/Leases - Equip is \$3,124 under budget due to a new lease for the Agency copier.

Small Tools is \$1,500 over budget due to the necessity of replacing the Agency color printer.

Enforcement Agency Fees were \$7,337 under budget due to less regulatory activity at the compost facility.

County Car Expense is \$1,181 over budget due to greater than anticipated use of County Fleet vehicles.

Other Charges (contribution to the Organics Revenue) is \$137,828 less than budgeted. The corrected contribution will be made with a technical adjustment.

**C. SUMMARY OF REVENUES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
INTEREST ON POOLED CASH	86,058	0	86,058
TIPPING FEE REVENUE	3,041,175	2,715,200	325,975
SALE OF MATERIAL	206,147	16,000	190,147
DONATIONS/REIMBURSE	8,500	0	8,500
TOTAL REVENUES	3,341,880	2,731,200	610,680

Interest on Pooled Cash is anticipated to be \$86,058 over budget. There was no interest budgeted because it was anticipated that any cash being held by the County Treasurer would be in the Organics Reserve. Transfer is being implemented.

Tipping Fee Revenue is \$325,975 over budget because there was more material delivered to the site for processing.

Sale of Materials is expected to be \$190,147 over budget due to a very successful sales season.

Donations/Reimbursements is over budget due to contribution from green waste hauling from SCC, which was not budgeted.

**D. SUMMARY OF NET COST**

Overall, the Yard Debris Cost Center net cost \$613, 967 is under budget because of greater than anticipated revenues and less expenditures.

**E. YEAR END FUND BALANCE**

Beginning Reserve	Actual Contribution	Ending Reserve
1,530,627	(659,290)	871,337



**FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDICES 799312 HOUSEHOLD HAZARDOUS WASTE  
799411 EDUCATION  
799510 DIVERSION  
799619 PLANNING

PREPARED BY: Charlotte Fisher  
EXECUTIVE DIRECTOR: Ken Wells

**A. SURCHARGE PROJECTIONS**

	FY 06-07 Adopted Budget	FY 06-07 Actuals	Over/(Under) Budget
TOTAL EXPENDITURES	3,661,159	2,723,759	(937,400)
TOTAL REVENUES	2,481,934	2,316,254	(165,680)
NET COST	1,179,225	407,505	(771,720)

**B. SUMMARY OF EXPENDITURES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
SERVICES & SUPPLIES	2,386,092	3,055,106	(669,014)
OTHER CHARGES	337,667	606,053	(268,386)
TOTAL EXPENDITURES	2,723,759	3,661,159	(937,400)

Services and supplies is projected to be \$669,014 under budget primarily as a result of the following:

Household Hazardous Waste Cost Center

Office Expense is \$16,265 under budget due to less than projected costs associated with E-waste.  
Professional Services is \$19,723 under budget. Oil Block Grants are multi-year and these funds will be carried over to next year.  
Contract Services are \$624,779 under budget because of continuing cost savings from the E-waste contract.  
Administration Costs were \$11,931 higher than budgeted for staff time utilized for the HHW facility.  
Legal Services are \$7,236 over budget due to increased legal work related to contractor changes, updating liability waiver, E-waste backup contract, and personnel issues.  
Rents/Leases - Bldg. is \$1,600 under budget because the storage unit used for HHW events equipment is no longer necessary.

Education Cost Center

Office Expense is expected to be \$13,641 under budget due to less than anticipated expenditures for fair and office supplies.  
Professional Services is \$13,715 under budget due to a grant carry-over for the Reuse Assistance Grant (Habitat for Humanity).  
Contract Services is expected to be \$25,480 over budget with this encumbered expense for the Spanish Eco-Desk carried over to FY 07-08.  
Administration Costs are \$17,128 higher than budgeted for staff time utilized for efforts for events and grants.  
Legal Services are \$7,173 over budget due to increased legal work related to UCCE agreement, staff services MOU review, and personnel issues.  
Other Charges (contribution to the Contingency Reserve) is \$123,973 less than budgeted. These funds will be added to the FY 07-08 budget with a technical adjustment.

Diversion Cost Center

Office Expense is \$2,199 under budget due to less than anticipated expenses for grant work.  
Professional Services is \$46,651 under budget due to beverage container recycling grant funds not being fully expended this fiscal year. All grant funds will be carried over into FY 07-08 and will be fully expended per grant parameters.  
Administration Costs are \$10,470 over budget due to increased staff time spend on program activities.  
Legal Services are \$4,328 over budget due to increased legal work related to personnel issues.  
Other Charges is \$81,213 (budgeted amount) will be transferred to the Contingency Reserve with a technical adjustment.

Planning Cost Center

Office Expense is \$1,966 under budget due to less than anticipated expenses for grant work.  
Administration Costs are \$9,950 under budget due to less staff required for planning programs.  
Legal Services were \$1,391 over budget due to two requests by local companies for inclusion in the ColWMP.  
Other Charges is \$62,907 under budget. These funds will be added to the FY 07-08 budget with a technical adjustment.

**C. SUMMARY OF REVENUES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
INTEREST ON POOLED CASH	113,770	21,210	92,560
STATE-OTHER	500,967	615,000	(114,033)
TIPPING FEE REVENUE	1,554,832	1,723,500	(168,668)
DONATIONS/REIMBURSEMENTS	146,685	122,224	24,461
<b>TOTAL REVENUES</b>	<b>2,316,254</b>	<b>2,481,934</b>	<b>(165,680)</b>

Interest on Pooled Cash is anticipated to be \$92,560 over budget due to a higher cash balance than budgeted.

State Other is under budget due to grant work that has not been completed; HHW (\$67,127), which is part of a three year cycle, Education (\$10,046) and Diversion (\$36,860), which are funds that have been received from the State but cannot be released until work is complete.

Tipping Fee is anticipated to be \$168,668 under budget due to reduced tonnage being delivered at Central.

Donations/Reimbursements is projected to be over budget because the fees collected from haulers for their ads in the Recycling Guide were not budgeted.

**D. SUMMARY OF NET COST**

The net cost for cost centers receiving revenue from the \$4.50/ton surcharge is anticipated to be \$771,720 under budget as follows

Index 799312	HHW	(521,734)
Index 799411	Education	(99,859)
Index 799510	Diversion	(79,214)
Index 799619	Planning	(70,913)
		<u>(771,720)</u>

**E. YEAR END FUND BALANCE**

	Beginning Reserves	Actual Contributions	Ending Reserves
Household Hazardous Waste	1,532,072	(58,376)	1,473,696
Education	493,829	(304,014)	189,815
Diversion	29,894	(48,055)	(18,161)
Planning	79,300	2,940	82,240
	<u>2,135,095</u>	<u>(407,505)</u>	<u>1,727,590</u>

**FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDICES 799221 ORGANICS RESERVE PREPARED BY: Charlotte Fisher  
799320 HHW FACILITY CLOSURE  
799338 HHW OPERATING RESERVE EXECUTIVE DIRECTOR: Ken Wells  
799718 CONTINGENCY

**A. RESERVE FUNDS SUMMARY**

	FY 06-07 Adopted Budget	FY 06-07 Actuals	Over/(Under) Budget
TOTAL EXPENDITURES	385,766	0	(385,766)
TOTAL REVENUES	2,922,827	2,126,917	(795,910)
NET COST	(2,537,061)	(2,126,917)	410,144

**B. SUMMARY OF EXPENDITURES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
CONTRACT SERVICES	0	0	0
ENGINEERING SERVICES	0	0	0
LEGAL SERVICES	0	0	0
OT-WITHIN ENTERPRISE	0	385,766	(385,766)
TOTAL EXPENDITURES	0	385,766	(385,766)

Expenses are anticipated to be \$385,766 under budget because HHW did not require financial support.

**C. SUMMARY OF REVENUES**

	Actual July 06-June 07	Adopted Budget FY 06-07	Over/(Under) Budget
INTEREST ON POOLED CASH	49,250	43,851	5,399
OT-WITHIN ENTERPRISE	2,077,667	2,878,976	(801,309)
TOTAL REVENUES	2,126,917	2,922,827	(795,910)

Revenues are anticipated to be \$795,910 under budget due to the contributing cost centers not transferring the total contribution during FY 06-07. These funds will be added to the FY 07-08 budget with a technical adjustment.

**D. SUMMARY OF NET COST**

Overall, the net cost of Reserve Cost Centers is anticipated to be \$410,144 under budget due to less revenues from contributions and less expenses associated with the compost site development.

**E. YEAR END FUND BALANCE**

	Beginning Reserves	Actual Contributions	Ending Reserves
Site Purchase Reserve	948,557	1,784,929	2,733,486
HHW Facility Closure	40,412	8,581	48,993
HHW Operating Reserve	0	81,000	81,000
Contingency Reserve	50,821	252,407	303,228
	1,039,790	2,126,917	3,166,707

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - WOOD WASTE  
DETAIL

799114  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	899	950	(51)
6400	OFFICE EXPENSE	110	0	110
6521	COUNTY SERVICES	153	500	(347)
6540	CONTRACT SERVICES	265,784	271,619	(5,835)
6573	ADMINISTRATION COSTS	35,814	38,071	(2,257)
6610	LEGAL SERVICES	2,096	2,000	96
6629	FISCAL ACCOUNTING SERVICES	441	470	(29)
6630	AUDIT/ACCOUNTING SVCS	1,450	1,500	(50)
6880	SMALL TOOLS	0	0	0
7062	ENFORCEMENT AGENCY FEES	0	0	0
7303	TRAVEL	0	0	0
<b>TOTAL SERVICES &amp; SUPPL</b>		<b>306,747</b>	<b>315,110</b>	<b>(8,363)</b>
8624	OT-WITHIN ENTERPRISE	290,000	299,329	(9,329)
<b>TOTAL OTHER CHARGES</b>		<b>290,000</b>	<b>299,329</b>	<b>(9,329)</b>
<b>TOTAL EXPENDITURES</b>		<b>596,747</b>	<b>614,439</b>	<b>(17,692)</b>

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	16,250	0	16,250
2901	TIPPING FEE REVENUE	318,397	318,304	93
4020	SALE OF MATERIAL	110,585	6,000	104,585
4102	DONATIONS/REIMBURSEMENT	9,000	0	9,000
<b>TOTAL REVENUES</b>		<b>454,232</b>	<b>324,304</b>	<b>129,928</b>
<b>NET COST</b>		<b>142,515</b>	<b>290,135</b>	<b>(147,620)</b>

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - YARD DEBRIS  
DETAIL

799213  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	3,679	4,000	(321)
6400	OFFICE EXPENSE	7,970	0	7,970
6521	COUNTY SERVICES	297	500	(203)
6540	CONTRACT SERVICES	2,417,189	2,237,540	179,649
6573	ADMINISTRATION COSTS	82,958	109,489	(26,531)
6590	ENGINEERING SERVICES	1,884	20,000	(18,116)
6610	LEGAL SERVICES	5,080	4,000	1,080
6629	FISCAL ACCOUNTING SERVICES	2,251	2,400	(149)
6630	AUDIT/ACCOUNTING SVCS	6,525	7,500	(975)
6820	RENTS/LEASES - EQUIPMENT	1,876	5,000	(3,124)
6880	SMALL TOOLS/INSTRUMENTS	2,000	500	1,500
7062	ENFORCEMENT AGENCY FEE	15,663	23,000	(7,337)
7301	COUNTY CAR	3,381	2,200	1,181
7302	TRAVEL	20	500	(480)
7309	UNCLAIMABLE COUNTY	397	0	397
<b>TOTAL SERVICES &amp; SUPPL</b>		<b>2,551,170</b>	<b>2,416,629</b>	<b>134,541</b>
8624	OT-WITHIN ENTERPRISE	1,450,000	1,587,828	(137,828)
<b>TOTAL OTHER CHARGES</b>		<b>1,450,000</b>	<b>1,587,828</b>	<b>(137,828)</b>
<b>TOTAL EXPENDITURES</b>		<b>4,001,170</b>	<b>4,004,457</b>	<b>(3,287)</b>

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	86,058	0	86,058
2901	TIPPING FEE REVENUE	3,041,175	2,715,200	325,975
4030	SALE OF MATERIAL	206,147	16,000	190,147
4102	DONATIONS/REIMBURSE	8,500	0	8,500
<b>TOTAL REVENUES</b>		<b>3,341,880</b>	<b>2,731,200</b>	<b>610,680</b>
<b>NET COST</b>		<b>659,290</b>	<b>1,273,257</b>	<b>613,967</b>

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - HOUSEHOLD HAZARDOUS WASTE  
DETAIL

799312  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	1,851	2,000	(149)
6400	OFFICE EXPENSE	3,735	20,000	(16,265)
6500	PROFESSIONAL SERVICES	140,277	160,000	(19,723)
6521	COUNTY SERVICES	1,086	1,500	(414)
6540	CONTRACT SERVICES	1,335,221	1,960,000	(624,779)
6573	ADMINISTRATION COSTS	120,024	108,093	11,931
6610	LEGAL SERVICES	12,236	5,000	7,236
6629	FISCAL ACCOUNTING SERVICES	1,407	1,500	(93)
6630	AUDIT/ACCOUNTING SVCS	2,900	3,500	(600)
6840	RENTS/LEASES-BLDGS/IMP	20,900	22,500	(1,600)
6880	SMALL TOOLS/INSTRUMENTS	1,160	500	660
7301	COUNTY CAR	5	0	5
7303	TRAVEL EXPENSE	50	500	(450)
7400	DATA PROCESSING	2	300	(298)
	<b>TOTAL SERVICES &amp; SUPPL</b>	<b>1,640,854</b>	<b>2,285,393</b>	<b>(644,539)</b>
8624	OT-WITHIN ENTERPRISE	87,667	87,960	(293)
	<b>TOTAL OTHER CHARGES</b>	<b>87,667</b>	<b>87,960</b>	<b>(293)</b>
	<b>TOTAL EXPENDITURES</b>	<b>1,728,521</b>	<b>2,373,353</b>	<b>(644,832)</b>

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	73,097	15,523	57,574
2500	STATE-OTHER	352,873	420,000	(67,127)
2901	TIPPING FEE REVENUE	1,144,356	1,268,496	(124,140)
4102	DONATIONS/REIMBURSE	99,819	89,224	10,595
	<b>TOTAL REVENUES</b>	<b>1,670,145</b>	<b>1,793,243</b>	<b>(123,098)</b>
	<b>NET COST</b>	<b>58,376</b>	<b>580,110</b>	<b>(521,734)</b>

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - EDUCATION  
DETAIL

799411  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	1,392	1,500	(108)
6400	OFFICE EXPENSE	17,859	31,500	(13,641)
6500	PROFESSIONAL SERVICES	36,285	50,000	(13,715)
6521	COUNTY SERVICES	1,435	1,500	(65)
6573	CONTRACT SERVICES	171,830	146,350	25,480
6629	ADMINISTRATION COSTS	128,137	111,009	17,128
6610	LEGAL SERVICES	13,173	6,000	7,173
6630	FISCAL ACCOUNTING SERVICES	1,407	1,500	(93)
6642	AUDIT/ACCOUNTING SVCS	1,450	2,000	(550)
6840	RENTS/LEASES-BLDGS/IMP	3,825	4,600	(775)
6880	SMALL TOOLS/INSTRUMENTS	386	500	(114)
7303	TRAVEL EXPENSE	28	300	(272)
TOTAL SERVICES & SUPPL		377,207	356,759	20,448
8624	OT-Within Enterprise	250,000	373,973	(123,973)
TOTAL OTHER CHARGES		250,000	373,973	(123,973)
TOTAL EXPENDITURES		627,207	730,732	(103,525)

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	25,147	0	25,147
2500	STATE OTHER	39,954	50,000	(10,046)
2901	TIPPING FEE REVENUE	233,225	258,525	(25,300)
4103	DONATIONS/REIMBURSEMENTS	24,867	18,334	6,533
TOTAL REVENUES		323,193	326,859	(3,666)
NET COST		304,014	403,873	(99,859)

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - DIVERSION  
DETAIL

799510  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	661	700	(39)
6400	OFFICE EXPENSE	551	2,750	(2,199)
6500	PROFESSIONAL SERVICES	143,849	190,500	(46,651)
6521	COUNTY SERVICES	1,052	500	552
6573	ADMINISTRATION COSTS	53,846	43,376	10,470
6610	LEGAL SERVICES	5,353	1,025	4,328
6629	ACCOUNTING SERVICES	188	200	(12)
6630	AUDIT SERVICES	1,450	1,500	(50)
7302	TRAVEL	29	0	29
<b>TOTAL SERVICES &amp; SUPPL</b>		<b>206,979</b>	<b>240,551</b>	<b>(33,572)</b>
8624	OT-Within Enterprise	0	81,213	(81,213)
<b>TOTAL OTHER CHARGES</b>		<b>0</b>	<b>81,213</b>	<b>(81,213)</b>
<b>TOTAL EXPENDITURES</b>		<b>206,979</b>	<b>321,764</b>	<b>(114,785)</b>

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	9,802	5,687	4,115
2500	STATE-OTHER	108,140	145,000	(36,860)
2901	TIPPING FEE REVENUE	37,316	41,364	(4,048)
4102	DONATIONS/REIMBURSEMENT	3,666	2,444	1,222
<b>TOTAL REVENUES</b>		<b>158,924</b>	<b>194,495</b>	<b>(35,571)</b>
<b>NET COST</b>		<b>48,055</b>	<b>127,269</b>	<b>(79,214)</b>



FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - PLANNING  
DETAIL

799619  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6103	LIABILITY INSURANCE	661	700	(39)
6400	OFFICE EXPENSE	34	2,000	(1,966)
6521	COUNTY SERVICES	0	500	(500)
6540	CONTRACT SERVICES	100,000	100,000	0
6573	ADMINISTRATION COSTS	56,763	66,713	(9,950)
6610	LEGAL SERVICES	2,681	1,290	1,391
6629	FISCAL ACCOUNTING	188	200	(12)
6630	AUDIT SERVICES	725	1,000	(275)
TOTAL SERVICES & SUPPL		161,052	172,403	(11,351)
8624	OT-Within Enterprise	0	62,907	(62,907)
TOTAL OTHER CHARGES		0	62,907	(62,907)
TOTAL EXPENDITURES		161,052	235,310	(74,258)

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	5,724	0	5,724
2901	TIPPING FEE REVENUE	139,935	155,115	(15,180)
4102	DONATIONS/REIMBURSEMENT	18,333	12,222	6,111
TOTAL REVENUES		163,992	167,337	(3,345)
NET COST		(2,940)	67,973	(70,913)

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - ORGANICS RESERVE  
DETAIL

799221  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
6540	CONTRACT SERVICES	0	0	0
6590	ENGINEERING SERVICES	0	0	0
6610	LEGAL SERVICES	0	0	0
8624	OT-WITHIN ENTERPRISE	0	0	0
	<b>TOTAL SERVICES &amp; SUPPL</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0</b>	<b>0</b>
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REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	44,929	40,042	4,887
4624	OT-WITHIN ENTERPRISE	1,740,000	1,887,157	(147,157)
	<b>TOTAL REVENUES</b>	<b>1,784,929</b>	<b>1,927,199</b>	<b>(142,270)</b>

<b>NET COST</b>	<b>(1,784,929)</b>	<b>(1,927,199)</b>	<b>142,270</b>
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FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - HHW FACILITY CLOSURE  
DETAIL

799320  
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
8624	OT-WITHIN ENTERPRISE	0	0	0
	TOTAL SERVICES & SUPPL	0	0	0
	TOTAL EXPENDITURES	0	0	0

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	1,914	1,837	77
4624	OT-WITHIN ENTERPRISE	6,667	6,667	0
	TOTAL REVENUES	8,581	8,504	77
	NET COST	(8,581)	(8,504)	(77)

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - HHW OPERATING RESERVE  
DETAIL

799338

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
8624	OT-WITHIN ENTERPRISE	0	0	0
	TOTAL SERVICES & SUPPL	0	0	0
	TOTAL EXPENDITURES	0	0	0

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	0	0
4624	OT-WITHIN ENTERPRISE	81,000	467,059	(386,059)
	TOTAL REVENUES	81,000	467,059	(386,059)
	NET COST	(81,000)	(467,059)	386,059

FOURTH QUARTER 06-07 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION  
SCWMA - CONTINGENCY FUND  
DETAIL

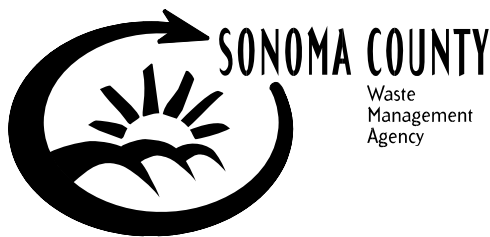
799718

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JULY 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
8624	OT-WITHIN ENTERPRISE	0	385,766	(385,766)
	TOTAL SERVICES & SUPPLY	0	385,766	(385,766)
	TOTAL EXPENDITURES	0	385,766	(385,766)

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL 06-JUNE 07	ADOPTED BUDGET FY 06-07	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	2,407	1,972	435
4624	OT-WITHIN ENTERPRISE	250,000	518,093	(268,093)
	TOTAL REVENUES	252,407	520,065	(267,658)
	NET COST	(252,407)	(134,299)	(118,108)



**Agenda Item #: 5.3**  
**Cost Center: Planning**  
**Staff Contact: Carter**  
**Agenda Date: 8/15/07**

**ITEM: Update on ColWMP Revision**

**I. BACKGROUND**

At the May 16, 2007 Agency Board meeting, the Board gave direction to staff to issue an RFP for consultant services for the necessary CEQA review of the revisions to the Sonoma Countywide Integrated Waste Management Plan (ColWMP). Prior to issuing the RFP, staff contacted the California Integrated Waste Management Board's Office of Local Assistance to receive an informal review of the proposed language in the ColWMP. Staff has also consulted with the AB 939 LTF regarding these changes.

**II. DISCUSSION**

The language changes suggested by the CIWMB did not substantially change the document. The CIWMB recommended language that provided greater consistency throughout the document, such as introducing the concept of 100% outhaul in the opening paragraph. The only addition that was substantively different than the Siting Element approved at the May 16, 2007 SCWMA Board meeting was the inclusion of specific environmental justice language to the "Siting Criteria and Their Application" section. This was a result of SB 1542, which requires all Siting Elements submitted after 2003 to address environmental justice issues regarding the siting of disposal facilities.

Changes to this document are indicated in red, with additions in italics and deletions in strikethrough.

**III. FUNDING IMPACT**

There are no funding impacts as a result of adopting the attached Siting Element.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends adopting the language in the attached Siting Element.

**V. ATTACHMENTS**

Sonoma Countywide Integrated Waste Management Plan - Siting Element

## CHAPTER 6

### SITING ELEMENT

Pursuant to the California Code of Regulations (CCR), Title 14, Division 7, Article 6.5, the Siting Element presents an integrated strategy to ensure the provision of long-term disposal capacity in Sonoma County. The County will ~~demonstrate its ability~~ *prepare and adopt* a strategy to provide 15 years of combined permitted disposal capacity from the submission date of this document. The goals, objectives, and policies established for the Siting Element will be used in conjunction with siting criteria developed by County staff, the Local Task Force (LTF), and the general public to guide the ~~development of additional process for securing required~~ disposal capacity, either through the expansion of existing ~~and/or disposal sites~~, the construction of new solid waste disposal facilities, ~~and/or agreements with out-of-county disposal sites~~. Procedural mechanisms to assure use of the established siting criteria and documentation from local jurisdictions agreeing to use procedures specified are presented. The final product is a blueprint for the long-term provision of solid waste disposal capacity.

#### 6.1 GOALS, OBJECTIVES, AND POLICIES

The Sonoma County Waste Management Agency (SCWMA), in cooperation with the County of Sonoma, incorporated Cities and the LTF have developed a number of goals, objectives, and policies designed to encourage a high level of public involvement in solid waste facility siting processes. These goals and objectives will serve as benchmarks to evaluate and monitor the effectiveness of local policies and selected diversion programs over the short- ~~(2003 to 2008~~ 2007 to 2010) and medium-term ~~(2009 to 2018~~ 2011 to 2022) planning periods. Under legislation enacted in 1992, non-disposal facilities (transfer stations, recycling facilities, and composting projects) are not subject to the goals, objectives, policies, and siting criteria in the Siting Element. Discussion of these facilities can be found in the Non-Disposal Facility Element (NDFE) (see Chapter 7). Non-disposal facilities are mentioned in the following goals, objectives and policies only as needed for clarification.

##### 6.1.1 Goals for the Safe Handling and Disposal of Solid Waste

The following goals are general statements regarding the siting and operation of solid waste disposal facilities.

- In order to help ensure the sustainability of our communities and to conserve natural resources and landfill capacity, the Sonoma County Waste Management Agency (SCWMA), County and the Cities will continue to improve their municipal solid waste management system through emphasis on the solid waste management hierarchy of waste prevention (source reduction), reuse, recycling, composting and disposal, *with a goal of zero waste*.
- The solid waste management system in Sonoma County will be planned and operated in a manner to protect public health, safety and the environment. Furthermore, all landfills that receive Sonoma County waste must be *in compliance* with State and Federal landfill regulations.
- ~~The County's~~ Solid waste disposal facilities *located in Sonoma County* will be sited and operated in a manner to minimize energy use, conserve natural and financial resources, protect prime agricultural lands and other environmentally sensitive or culturally sensitive areas, *and reduce greenhouse gas emissions*.
- The County, *in consultation with the Cities and the SCWMA*, will develop a strategy for disposal capacity for solid waste not handled by other elements of the management

hierarchy for at least fifteen-year horizon.

### 6.1.2 Objectives and Associated Programs for Achievement of Goals

The following objectives are intended to provide measurable events to document the County's progress in meeting the goals established above.

#### Short-Term Planning Period (~~2003 to 2008~~ 2007 to 2010) Objectives

- ~~The County will use~~ Objective and consistent siting criteria and policies *will be used* for the siting of solid waste disposal facilities.
- ~~The County~~ *Project proposers/owners* will document the siting process and provide the public with information on a regular basis to ensure that the public and decision-makers are fully informed. Procedures for making siting decisions will be described in addition to the reasons for selection or elimination of potential sites.
- The County will estimate the need for countywide disposal capacity for the municipal solid waste stream after all feasible diversion programs are implemented and initiate efforts to establish *or secure* sufficient landfill capacity *either in County or out of County* to allow for achievement of the County's policy to provide ~~approximately 50~~ *at least fifteen* years of disposal capacity.
- *The County's existing transport and disposal agreements expire in August 2010. ~~By If necessary, on or before~~ 2009, the County will initiate a process to either extend or bid new transport and disposal contracts which will secure ~~the required~~ landfill capacity ~~at least until 2022 before existing agreements expire.~~*

#### Medium-Term Planning Period (~~2009 to 2018~~ 2011 to 2022) Objectives

- ~~If the County will~~ *or other entities* implement the siting process ~~and, it will~~ provide public information to ensure that the public and decision-makers are fully informed. Procedures for making siting decisions will be described in addition to the reasons for selection or elimination of potential sites.

### 6.1.3 Policies to Facilitate Siting of Solid Waste Facilities

The following policy statements illustrate the intent and/or actions to be taken by the County and/or the Cities to achieve the goals and objectives of the Siting Element.

- The County and/or the Cities will provide solid waste disposal facilities or transfer facilities within reasonable distances of the county's population centers. This policy will provide a means for achieving the goal of conservation of natural resources and energy and minimizing the cost of disposal.
- ~~The County and/or the Cities will formalize the long-standing practice in the County of permitting only public ownership of solid waste disposal facilities located in the county which accept any segment of the municipal waste stream.~~
- ~~The County will maintain at least one of its landfills as a public access, multi-use facility providing solid waste disposal and other waste management activities.~~



- The County will cooperate with adjacent counties, considering their solid waste management planning and waste disposal needs. This includes possible export/import, as approved by the Board of Supervisors, of solid waste and encourages joint resolution of emergency problems.

## 6.2 DESCRIPTION OF EXISTING SOLID WASTE DISPOSAL FACILITIES

*Landfilling of solid waste at the Central Disposal Site has been suspended. All jurisdictions within the county currently dispose of their solid waste at the Central Disposal Site located approximately 2.8 miles southwest of Cotati (see Figure 4-2). The facility does not landfill hazardous wastes, major appliances, tires or liquids. Additional landfill bans adopted by the County of Sonoma Board of Supervisors include cardboard, scrap metal, yard debris, and wood waste. Figure 6-1 shows the boundaries of the Central Disposal Site and the surrounding land use designations.*

The Santa Rosa Geothermal WMU Disposal Site, a Class III drilling muds disposal site owned and operated by Cal-Pine Operating Plant Services, is currently the only other landfill operating in Sonoma County. This privately-owned landfill does not accept municipal solid waste. ~~Therefore, disposal capacity projections and expansion plans focus solely on the Central Landfill.~~

### 6.2.1 Description of the Central Disposal Site

The Central Disposal Site includes the Central Landfill, a Class III landfill. The following description briefly presents information regarding the Central Disposal Site, including disposal capacity, permitted capacity, permit constraints, and site characteristics:

<b>Name:</b>	Central Disposal Site
<b>Address:</b>	500 Mecham Road, Petaluma, CA 94952
<b>Location:</b>	2.8 miles southwest of the City of Cotati, in Sections 4 & 9, T5N, R8W, MDB&M
<b>Assessor Parcel No.:</b>	024-080-19 & 24-080-018
<b>SWIS No.:</b>	49-AA-0001
<b>Permitted Area:</b>	398.5 acres
<b>Waste Types Landfilled:</b>	All non-hazardous wastes consisting of household and commercial wastes, agricultural and demolition wastes, sludge from wastewater treatment plants (as per Title 23, Subchapter 15, Section 2523(c)).
<b>Average Daily Loading:</b>	1,461 tons per day; 2,435 cubic yards per day (in 2002)
<b>Permitted Daily Capacity:</b>	2,500 tons per day; 4,167 cubic yards per day
<b>Site Owner:</b>	County of Sonoma, Department of Transportation and Public Works
<b>Site Operator:</b>	County of Sonoma, Department of Transportation and Public Works, Integrated Waste Division

### 6.2.2 Description of other disposal sites

*The following nonexclusive list presents information regarding the other disposal sites used for solid*

waste generated in Sonoma County:

<b>Name:</b>	<i>Redwood Sanitary Landfill</i>
<b>Address:</b>	<i>P.O. Box 793, Novato, CA 94947</i>
<b>Location:</b>	<i>8590 Redwood Highway, Novato, CA 94958</i>
<b>SWIS No.:</b>	<i>21-AA-0001</i>
<b>Permitted Area:</b>	<i>210 acres</i>
<b>Waste Types Landfilled:</b>	<i>Mixed municipal, Sludge (Biosolids), Agricultural, Construction/demolition, Asbestos, Tires, Ash, Wood waste, Other designated</i>
<b>Permitted Daily Capacity:</b>	<i>2,300 tons per day; 3,834 cubic yards per day</i>
<b>Site Owner:</b>	<i>U.S.A. Waste of California</i>
<b>Site Operator:</b>	<i>Redwood Sanitary Landfill, Inc.</i>
<b>Name:</b>	<i>Potrero Hills Landfill</i>
<b>Address:</b>	<i>3675 Potrero Hills Lane, Suisun City, CA 94585</i>
<b>SWIS No.:</b>	<i>48-AA-0075</i>
<b>Permitted Area:</b>	<i>190 acres</i>
<b>Waste Types Landfilled:</b>	<i>Agricultural, Ash, Construction/demolition, Industrial, Mixed municipal, Sludge (Biosolids), Tires</i>
<b>Permitted Daily Capacity:</b>	<i>4,330 tons per day; 7,217 cubic yards per day</i>
<b>Site Owner:</b>	<i>Republic Services of California, L.L.C.</i>
<b>Site Operator:</b>	<i>Potrero Hills Landfill, Inc., P.O. Box 68, Fairfield, CA 94533</i>
<b>Name:</b>	<i>Keller Canyon Landfill</i>
<b>Address:</b>	<i>901 Bailey Road, Pittsburg, CA 94565</i>
<b>SWIS No.:</b>	<i>07-AA-0032</i>
<b>Permitted Area:</b>	<i>244 acres</i>
<b>Waste Types Landfilled:</b>	<i>Mixed municipal, Construction/demolition, Agricultural, Sludge (BioSolids), Other designated, Industrial.</i>
<b>Permitted Daily Capacity:</b>	<i>3,500 tons per day; 5,834 cubic yards per day</i>

**Site Owner:** *Allied Waste Industries, Inc., 15880 N. Greenway-Hayden Loop #100, Scottsdale, AZ 83260*

**Site Operator:** *Keller Canyon Landfill, 901 Bailey Road, Pittsburg, CA 94565*

**Name:** *Vasco Road Sanitary Landfill*

**Address:** *4001 North Vasco Road, Livermore, CA 94550*

**SWIS No.:** *01-AA-0010*

**Permitted Area:** *222 acres*

**Waste Types Landfilled:** *Contaminated soil, Industrial, Mixed municipal, Other designated, Green Materials, Construction/demolition.*

**Permitted Daily Capacity:** *2,518 tons per day; 4,197 cubic yards per day*

**Site Owner:** *Republic Services of California I, L.L.C., 4001 Vasco Road, Livermore, CA 94550*

**Site Operator:** *Republic Services of California I, L.L.C., 4001 Vasco Road, Livermore, CA 94550)*

**Name:** *Hay Road Landfill*

**Address:** *6426 Hay Road, Vacaville, CA 95687*

**SWIS No.:** *48-AA-0002*

**Permitted Area:** *256 acres*

**Waste Types Landfilled:** *Construction/demolition, Agricultural, Sludge (BioSolids), Tires, Ash, Mixed municipal, Asbestos*

**Permitted Daily Capacity:** *2,400 tons per day; 4,003 cubic yards per day*

**Site Owner:** *Norcal Waste Systems, Inc., 6426 Hay Road, Vacaville, CA 95687*

**Site Operator:** *Norcal Waste Systems, Inc., 6426 Hay Road, Vacaville, CA 95687*

**Name:** *Yolo County Central Landfill*

<b>Address:</b>	<i>County Road 28H &amp; County Road 104, Davis, CA 95616</i>
<b>SWIS No.:</b>	<i>57-AA-0001</i>
<b>Permitted Area:</b>	<i>473 acres</i>
<b>Waste Types Landfilled:</b>	<i>Tires, Sludge (BioSolids), Construction/demolition, Mixed municipal, Agricultural.</i>
<b>Permitted Daily Capacity:</b>	<i>1,800 tons per day; 3,002 cubic yards per day</i>
<b>Site Owner:</b>	<i>County of Yolo Public Works Department, 292 Beamer St., Woodland, CA 95695</i>
<b>Site Operator:</b>	<i>County of Yolo Public Works Department, 292 Beamer St., Woodland, CA 95695</i>
<b>Name:</b>	<i>Clover Flat Landfill</i>
<b>Address:</b>	<i>4380 Clover Flat Road, Calistoga, CA 94515</i>
<b>SWIS No.:</b>	<i>28-AA-0002</i>
<b>Permitted Area:</b>	<i>44 acres</i>
<b>Waste Types Landfilled:</b>	<i>Contaminated soil, Industrial, Mixed municipal, Other designated, Green Materials, Construction/demolition.</i>
<b>Permitted Daily Capacity:</b>	<i>600 tons per day; 1,001 cubic yards per day</i>
<b>Site Owner:</b>	<i>Clover Flat Landfill, Inc., 1285 Whitehall Ln., St. Helena, CA 94574</i>
<b>Site Operator:</b>	<i>Clover Flat Landfill, Inc., 1285 Whitehall Ln., St. Helena, CA 94574</i>

#### **~~6.2.2 Facility Function Within County Solid Waste Management System~~**

~~The Central Disposal Site is the only municipal solid waste disposal site in the county. Operational improvements completed in 2002 include an expanded recycling, material reuse and recovery center, a~~

tipping building, and expansion into the east canyon for additional capacity. In 2003, a construction and demolition debris sorting program and permanent household toxics facility also began operation.

Following approval of the 2003 CoIWMP, the County will proceed with plans to further expand the Central Landfill. The process for siting a new landfill in the county will begin after that expansion has been approved and permits have been issued. The siting criteria described previously will be further developed with numeric values during a Siting Study, as described in Section 3.0, and used to locate potential new landfill sites.)

As part of the county's integrated waste management system, source reduction, recycling, composting, special waste, and household hazardous waste diversion strategies will extend existing landfill capacity by diverting these materials to secondary materials markets for reuse, secondary processing, remanufacturing, or proper disposal. Waste diversion strategies to be implemented are described in Chapter 4 and listed in Section 4.10.1.

### **6.3 DISPOSAL CAPACITY REQUIREMENTS**

*Currently, no waste is disposed of within Sonoma County, so all waste must be exported. Table 1 shows the total waste generated in Sonoma County by jurisdictional area, as well as unadjusted projections until 2022.*

*Each jurisdiction's proportion of the total county's waste was determined using the 2003 Disposal Report, as 2003 was the most recent year that all of the jurisdictions were channeling the waste through the County system. These proportions were applied to the disposal totals from the 2005 Disposal Report, and projected until 2022. A growth rate of 0.95% per year is based on the Brown, Vance, and Associates (BVA) report (**Reassessment of the Long-Term Solid Waste Strategy Management Plan**).*

Year	Disposal by Jurisdiction (Tons)										County Total	Total (Without Petaluma)
	Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor	Unincorporated		
2005	9,405	9,349	23,874	59,760	35,658	207,716	18,251	16,987	23,264	127,735	532,000	472,240.18
2006	9,494	9,438	24,101	60,328	35,997	209,689	18,424	17,149	23,485	128,949	537,054	476,726.46
2007	9,585	9,527	24,330	60,901	36,339	211,681	18,599	17,312	23,708	130,174	542,156	481,255.36
2008	9,676	9,618	24,561	61,479	36,684	213,692	18,776	17,476	23,934	131,410	547,306	485,827.29
2009	9,768	9,709	24,795	62,063	37,032	215,722	18,955	17,642	24,161	132,659	552,506	490,442.65
2010	9,860	9,801	25,030	62,653	37,384	217,772	19,135	17,810	24,391	133,919	557,755	495,101.85
2011	9,954	9,895	25,268	63,248	37,739	219,841	19,316	17,979	24,622	135,191	563,053	499,805.32
2012	10,049	9,989	25,508	63,849	38,098	221,929	19,500	18,150	24,856	136,476	568,402	504,553.47
2013	10,144	10,083	25,750	64,455	38,460	224,037	19,685	18,322	25,092	137,772	573,802	509,346.73
2014	10,241	10,179	25,995	65,068	38,825	226,166	19,872	18,496	25,331	139,081	579,253	514,185.53
2015	10,338	10,276	26,242	65,686	39,194	228,314	20,061	18,672	25,571	140,402	584,756	519,070.29
2016	10,436	10,374	26,491	66,310	39,566	230,483	20,251	18,849	25,814	141,736	590,311	524,001.46
2017	10,535	10,472	26,743	66,940	39,942	232,673	20,444	19,028	26,059	143,083	595,919	528,979.47
2018	10,635	10,572	26,997	67,576	40,322	234,883	20,638	19,209	26,307	144,442	601,581	534,004.77
2019	10,736	10,672	27,253	68,218	40,705	237,115	20,834	19,392	26,557	145,814	607,296	539,077.82
2020	10,838	10,773	27,512	68,866	41,091	239,367	21,032	19,576	26,809	147,199	613,065	544,199.06
2021	10,941	10,876	27,774	69,520	41,482	241,641	21,232	19,762	27,064	148,598	618,889	549,368.95
2022	11,045	10,979	28,037	70,181	41,876	243,937	21,434	19,949	27,321	150,009	624,769	554,587.95
Total	183,681	182,582	466,261	1,167,100	696,395	4,056,660	356,440	331,759	454,347	2,494,649	10,389,874	9,222,775

Year	Disposal by Jurisdiction (Cubic Yards)										County Total	Total (Without Petaluma)
	Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor	Unincorporated		
2005	15,675	15,581	39,789	99,596	59,428	346,180	30,417	28,311	38,772	212,884	886,631	787,035
2006	15,823	15,729	40,167	100,542	59,992	349,468	30,706	28,580	39,141	214,906	895,054	794,512
2007	15,974	15,878	40,549	101,497	60,562	352,788	30,998	28,852	39,512	216,948	903,557	802,060
2008	16,126	16,029	40,934	102,461	61,137	356,140	31,292	29,126	39,888	219,009	912,141	809,680
2009	16,279	16,181	41,323	103,435	61,718	359,523	31,590	29,402	40,267	221,089	920,806	817,372
2010	16,433	16,335	41,715	104,417	62,305	362,938	31,890	29,682	40,649	223,190	929,554	825,137
2011	16,590	16,490	42,111	105,409	62,896	366,386	32,193	29,964	41,035	225,310	938,385	832,976
2012	16,747	16,647	42,512	106,411	63,494	369,867	32,498	30,248	41,425	227,450	947,299	840,889
2013	16,906	16,805	42,915	107,422	64,097	373,381	32,807	30,536	41,819	229,611	956,299	848,877
2014	17,067	16,965	43,323	108,442	64,706	376,928	33,119	30,826	42,216	231,792	965,384	856,942
2015	17,229	17,126	43,735	109,472	65,321	380,509	33,434	31,119	42,617	233,994	974,555	865,083
2016	17,393	17,289	44,150	110,512	65,941	384,124	33,751	31,414	43,022	236,217	983,813	873,301
2017	17,558	17,453	44,570	111,562	66,568	387,773	34,072	31,713	43,431	238,461	993,159	881,597
2018	17,725	17,619	44,993	112,622	67,200	391,457	34,395	32,014	43,843	240,727	1,002,594	889,972
2019	17,893	17,786	45,420	113,692	67,839	395,175	34,722	32,318	44,260	243,014	1,012,119	898,427
2020	18,063	17,955	45,852	114,772	68,483	398,930	35,052	32,625	44,680	245,322	1,021,734	906,962
2021	18,235	18,126	46,287	115,862	69,134	402,719	35,385	32,935	45,105	247,653	1,031,441	915,578
2022	18,408	18,298	46,727	116,963	69,790	406,545	35,721	33,248	45,533	250,006	1,041,239	924,276
Total	306,122	304,291	777,071	1,945,088	1,160,612	6,760,830	594,042	552,910	757,215	4,157,582	17,315,764	15,370,676

Table 1: Sonoma County Disposal Projections 2005-2022

### 6.3.1 Existing Countywide Disposal Capacity

~~Table 6-2 reflects the anticipated impacts on the amount of disposal capacity available in Sonoma County from 2000 to 2018, which includes the 15 years required by Section 18755.3(c)(3) of the CCR. Estimated disposal capacity impacts are shown in both tons and cubic yards. Waste generation, diversion, and disposal rates were derived assuming the programs in the SRRE are implemented.~~

~~In 1992, the DTPW authorized an independent engineering study to redefine the configuration of the Central Landfill and provide updated estimates of remaining disposal capacity at the site. This study, entitled "Central Landfill Expansion Capacity Study Phase I: August 1992" (1992 Study), was produced by EBA Wastechologies (Appendix D). Among other findings, the 1992 Study determined that as of January 1992, remaining Central Landfill capacity was 11.5 million cubic yards.~~

Six different scenarios, identifying a potential additional capacity from 2,838,600 to 11,304,600 tons (5,700,000 to 22,700,000 cubic yards), were analyzed in the 1992 Study. The County of Sonoma Board of Supervisors selected the East and West Canyon Expansion scenario with an additional capacity estimated at 3,336,600 tons (6,700,000 cubic yards). The permit for construction of the East Canyon Expansion was approved in 2000 and the expansion area began accepting solid waste in 2002. Disposal capacity provided by this expansion has been included in the projections necessary to provide capacity through the year 2015 (Table 6-2). As of 2003, the remaining capacity of the Central Disposal Site is 6,941,726 tons (11,569,544 cubic yards). *The existing disposal capacity is 9,160,293 cubic yards (5,496,176 tons) as of September 25, 2006. The decision to utilize the remaining landfill capacity will be determined in the future.*

### 6.3.2 Anticipated Countywide Disposal Capacity Needs

*Table 1 displays projected the countywide disposal capacity needs until 2022. Strategies involving disposal outside of Sonoma County are discussed further in Section 6.7.*

## 6.4 CRITERIA FOR ESTABLISHING NEW OR EXPANDING EXISTING SOLID WASTE FACILITIES

The siting criteria included in this section are based on federal, state, and local laws and policies regarding solid waste facilities. Siting criteria were developed according to Title 14, Chapter 9, Article 6.5 for preparing the Siting Element of the County Integrated Waste Management Plan (CoIWMP). The state guidelines outline specific categories of criteria to be used for establishing new, or expanding existing, solid waste facilities for ultimate disposal (landfills and transformation or incineration facilities). Several criteria were based on federal (Environmental Protection Agency) landfill locational restrictions (40 CFR 258), which are generally exclusionary in nature. It should be noted that exclusionary criteria do not necessarily exclude an entire site from consideration, but may only pertain to portions of a site.

### 6.4.1 Siting Criteria Development

The 1985 CoSWMP stated that public acceptance is the primary practical consideration in siting solid waste disposal facilities. The County actively sought to involve the public in the development of the siting criteria. An initial list of siting criteria was developed and presented to the public in a series of ten

public workshops, five held in November, 1992 and five in February, 1993. The Sonoma County Permit Resource Management Department (PRMD) then reviewed and commented on the draft siting criteria. Based on PRMD comments and input from the LTF, the process for developing the siting criteria was revised to provide for a greater opportunity for public input into the development of the criteria. *Should a public or private entity seek to create a new or expand an existing landfill*, the expanded process will involve subjecting the criteria to more extensive public review during identification of specific landfill locations, an effort that was not undertaken during development of the Siting Element. ~~The expanded effort, part of a Siting Study that is anticipated to begin after all necessary permits for expansion of the Central Landfill are issued, will also include more extensive development of the numeric system for comparing sites.~~

The siting criteria in this Siting Element reflect the community's interests, based on the public workshops conducted, as well as regulatory and technical considerations. The siting criteria listed provide a sound foundation for moving forward with a public process through the Siting Study and associated California Environmental Quality Act (CEQA) activities to locate new landfill site capacity.

#### 6.4.2 Siting Criteria and Their Application

Siting criteria can be categorically defined as either exclusionary or comparative. Exclusionary criteria are generally regulatory land use restrictions created at the federal, state, or local level. Exclusionary criteria are designed to detect and eliminate clearly inappropriate sites from further consideration before undertaking the more costly and time consuming process of applying comparative criteria.

The exclusionary criteria define parameters that need to be satisfied for a piece of land to be considered for a landfill site. For example, a parcel that is located entirely in a flood plain would be excluded from further consideration as a candidate landfill site. The exclusionary criteria do not restrict development of a parcel as a landfill if only a portion of the parcel is excluded. If the land located in a flood plain included other property that would be suitable for a landfill, the portion in the flood plain could be used as landfill buffer. As a result, a property could have a portion that is excluded and not used for landfill and the remainder potentially suitable as a landfill site.

The exclusionary criteria will be applied to the entire county to identify those broad areas of the county that are not suitable for siting a new landfill prior to beginning the CEQA process. ~~After completion of the 2003 CoIWMP and Siting Element, and the volume of additional capacity is established at the Central Landfill~~ *Should any public or private entity decide to resume in-County waste disposal, the County that entity will conduct a Siting Study to accomplish the following:*

- **Review the means that are available for achieving the County's goal of providing 50 at least fifteen years of disposal capacity.**
- Provide for extensive public participation in the landfill siting process, *including low-income and minority populations to ensure environmental justice concerns are addressed.*
- Refine the comparative criteria to reflect the public's considerations.



- Adopt the final comparative siting criteria by the Board of Supervisors at a public hearing before the criteria are used to identify potential sites.
- Seek nominations from property owners for land to be considered as a potential site.
- Apply the comparative criteria to each of the sites nominated or identified in this review by the County. Rank the sites to identify the best ones to be evaluated in a process to comply with CEQA.

The development of comparative criteria is the primary mechanism available to local constituents to influence site selection prior to the public hearing process. It is essential that local citizens be included in the process of defining local comparative criteria to minimize protracted conflict over various sites as different projects arise. The comparative criteria in this Siting Element were developed through such a public process – input received from the public at workshops, input from the LTF, and review at the public hearings conducted to adopt the 1996 CoIWMP. Comparative criteria will be further structured with numeric values and modified, as needed, in the Siting Study prior to the evaluation of any proposed landfill site.

**The comparative criteria, further refined into environmental, community, economic, engineering, and administrative categories, are described in more detail in the following discussion. Should the County ever decide to pursue a new landfill site, Figure 6-2 graphically depicts the process envisioned for siting landfill capacity in Sonoma County.**

#### 6.4.2.1 Exclusionary Criteria

The first set of criteria are the exclusionary criteria. These criteria identify constraints that make the siting of a landfill so difficult that further analysis or evaluation would be unproductive. The criteria are useful in the initial screening to identify general areas of the county which may have potentially suitable sites. The following list contains the exclusionary criteria selected by Sonoma County or required by local, state, and federal laws and regulations. Figure 6-3 is a map showing the areas of the county remaining after application of the exclusionary criteria which are reflected as the shaded portions of the county.

- Lands within 10,000 feet of a runway used by jet aircraft, or 5,000 feet of a runway used by propeller-driven aircraft
- Lands within a FEMA designated 100-year flood plain
- Lands restricted by State and Federal regulatory requirements over earthquake fault zones.
- Lands within channels of USGS designated perennial streams
- ~~Lands outside of Sonoma County~~

- Lands within the urban boundary of an incorporated city
- Lands within designated Community Separators
- Lands within designated Critical Habitat
- Lands within the Coastal Zone
- Lands designated with the following land use in the County General Plan
  - Urban Residential
  - Rural Residential
  - General or Limited Commercial
  - Recreation and Visitor Serving Commercial
  - General and Limited Industrial
  - Public/Quasi-Public (unless the designation is applied to accommodate a landfill)

#### **6.4.2.2 Comparative Criteria**

The comparative criteria would be used to evaluate sites which are not located in exclusionary areas and that are suitable based on their physical attributes. These criteria would be used to evaluate across a wide spectrum of environmental, engineering, socio-political, and economic factors. These Comparative Criteria, with the Exclusionary Criteria, form the basis of the Siting Study. During the Siting Study these Comparative Criteria will be modified, new criteria added, and a ranking and weighting system developed.

#### **Environmental**

1. Groundwater Flow System: ~~Objective RC-3.1 of the County General Plan states that~~ *In accordance with the County General Plan*, watersheds and groundwater basins should be preserved by avoiding the placement of potential pollution sources in areas with high percolation rates. Therefore, sites located outside of recharge

- areas are the most desirable for landfill construction and operation.
2. Proximity to Surface Water: The proximity of a site to surface water and existing or beneficial uses of the surface water is of obvious importance. A candidate site which is far from a surface water body would be a highly rated site. A poorly rated site would be one that is near a surface water body.
  3. Depth to Groundwater: The water table depth in the underlying sediments is important for both landfill operational considerations (such as placement of groundwater monitoring wells) and also from a standpoint of potential groundwater contamination.
  4. Existence of Wetlands: Federal regulations for siting landfills (40 CFR 258) prohibit the location of landfills in wetlands unless the construction and operation of the landfill will not cause or contribute to violations of state water quality standards, violate toxic effluent standards under the Clean Water Act, violate the Marine Protection Act, jeopardize endangered species, or cause degradation of wetlands. Data sources to be evaluated will include those from the California Department of Fish and Game, California Native Plant Society, and the Corps of Engineers.
  5. Air Quality - Non-Attainment for Particulates: This criterion will measure whether an area is in attainment for  $PM_{10}$  and ozone. A site in a non-attainment area would be less desirable than one in an attainment or unclassified area. Wind direction and distance to nearby sensitive receptors will also be considered in evaluating this criterion.
  6. Proximity to Threatened or Endangered Species - Animals: In accordance with federal regulations the operation of a landfill at a site which would cause or contribute to the taking of any endangered species of plant, fish, or wildlife could constitute a fatal flaw. Similarly, the facility or operation cannot result in the destruction of critical habitat of endangered or threatened species. Data sources to be evaluated will include the State Department of Fish and Game, Federal Fish and Wildlife Service, and General Plan Open Space Element, Critical Habitat designations.
  7. Proximity to Threatened and Endangered Species - Plants: This criterion is similar to the criterion above, except that it covers threatened or endangered plant species. Data sources to be evaluated will include the State Department of Fish and Game, California Native Plant Society, and General Plan Open Space Element, Critical Habitat designations.

## **Community**

1. Population Density Near Site: This criterion is used as one measure of the proposed landfill's potential impact on people.
2. Compatibility with Adjacent Land Uses: Existing and proposed land uses are considered. Also considered is the site's potential for impact mitigation.
3. Residents Along Access Routes/Road Safety: This criterion reflects the number of residents being affected by haul traffic to a potential site.
4. Schools and Hospitals Along Access Routes: This criterion measures the impact of solid waste truck haul traffic, including noise, traffic congestion, and safety considerations, on sensitive receptors such as schools and hospitals.
5. Proximity to Parks or Resource Lands: Landfills would generally be excluded from locations within a Federal Recreation Area, State Park, Department of Natural Resources – Natural Resources Conservation Area, County Park, etc. Sites valued for their pristine environment or held in reserve for use at a future time and are incompatible with a landfill.
6. Presence of Cultural, Historic, or Archaeological Resources: **This criterion excludes locations which would interfere with the** County General Plan's goal of preserving sites with significant archaeological, historical, or cultural resources. These resources include sites on the National and State Historic Register, areas identified as being of archaeological importance to Native Americans, and those sites/buildings/trees that have been identified as significant by the County Landmarks Commission.
7. Visual Impacts of Site: The magnitude of the landfill visual impacts relates to the location and topography of the site and to the availability of buffers to screen the operations. Aesthetics impacts are also important to consider.
8. Proximity to Major Transportation Corridors: This criterion considers the effects of landfill traffic on local roads, as well as the costs of hauling waste to a landfill. Those sites that are close to major transportation corridors will be less likely to impact local roads and residents (traffic congestion, noise, safety concerns, etc.) than sites located farther from major roads. Those sites closer to major transportation corridors would require less fuel to reach; this would help meet the county's goal of conserving energy.

### **Engineering**

1. Soil Suitability: A more highly rated site would have both fine- and coarse-grained soils which could provide bottom soil liner, final soil

cover and intermittent soil cover during operation. The use of on-site soils can reduce the cost of landfill construction and the impacts of importing off-site materials.

2. Geology:

This criterion is a measure of the permeability/transmissivity of materials underlying a proposed site. The geologic materials that have been identified in Sonoma County can be generally divided up into two groups: (1) unconsolidated deposits and (2) semi-consolidated to consolidated rocks. The permeability and transmissivity of materials within these general groups can be an indication of site security in terms of leachate and gas containment and as an indication of barriers to groundwater movement.

3. Fault Areas:

Proximity to active fault areas is an important criteria in terms of maintaining the integrity of the landfill control structures (such as leachate and gas collection) and the engineering measures that would be needed to prevent damage from seismic movements. State and Federal regulatory requirements for earthquake fault zones will be followed to evaluate potential landfill sites.

4. Unstable Areas:

Locating landfills on sites that have unstable geological conditions is generally undesirable. Unstable areas are defined as those locations that are susceptible to natural or human-induced events or forces capable of impairing the integrity of some or all of those landfill structural components that are responsible for preventing releases to the environment (such as leachate or gas control structures). Criteria categories are:

- Category A – Areas of greatest relative stability due to low slope inclination – dominantly less than 15%.
- Category B – Areas of relatively stable rock and soil units on slopes greater than 15% containing few landslides
- Category Bf – Locally level areas within hilly terrain - may be underlain or bounded by unstable or potentially unstable rock materials
- Category C – Areas of relatively unstable rock and soil units on slopes greater than 15% containing abundant landslides
- Landslide Area – Areas of lowest relative slope stability; failure and downslope movement of rock and soil has occurred or may occur

- |    |                                      |  |
|----|--------------------------------------|--|
| 5. | Flood Hazard, 100-year Flood Plains: | Federal regulations (40 CFR 258) prohibit the placement of a landfill within a 100-year flood plain. The hazard from floods is due primarily to potential erosion, washout of waste from the site and restrictions on reducing the water storage capacity of a watershed basin.  |
| 6. | Seismic Impact Zones:                | Federal regulations for siting landfills (40 CFR 258) prohibit development of a landfill in seismic impact zones unless it can be proven that all containment structures (leachate collection system, surface water collection system, etc.) have been designed to resist the maximum horizontal acceleration of the earth beneath the site.   |
| 7. | Annual Precipitation:                | This criterion measures how much water will need to be contained on the landfill site, both on the surface of the landfill property as runoff and within the landfill as leachate.   |
| 8. | Erosion Potential:                   | Soil characteristics, slope, and surrounding topography may create conditions that are particularly susceptible to erosion (from rainfall). Erosion results in stormwater runoff having high levels of sediment with the potential for impacting water quality in surface waters. Extensive and costly engineering controls may be required to prevent stormwater runoff, and siltation and sedimentation impacts to nearby surface water. |

### **Administrative**

- |    |  |   |
|----|--|---|
| 1. | Site Capacity/Site Life:                   | <del>Sonoma County has established a policy to provide landfill capacity</del> <i>A potential site should have at least fifteen years of capacity. Sites with more capacity are ranked higher.</i>  |
| 2. | Agricultural Land:                         | The General Plan recognizes the importance of agricultural land in the county stating that lands containing agricultural and productive woodland soils should be preserved, and conversion of this land to incompatible residential, commercial, or industrial uses be avoided. |
| 3. | Proximity to Existing Uses of Groundwater: | Landfill operations have the potential for contamination of groundwater. Therefore, it is important to protect beneficial uses as much as possible by choosing sites located further from these areas.  |
| 4. | Airport Safety:                            | Federal Aviation Administration Order 5200.5 prohibits the development of landfills within 5,000 feet from a runway used by propeller-driven aircraft and 10,000 from a runway used by jet aircraft.  |
| 5. | Site Parcel Assemblage:                    | This category compares the various sites as to the ease   |

(availability of information, communications, ease of acquisitions and mitigation) with which the required parcels for the landfill site could be assembled.

6. Ownership/Acquisition Potential: This category compares sites based upon the potential ease with which a selected property might be acquired.

### **Economic**

1. Total Operating Costs: A number of elements would be combined for the total operation costs, including: (1) landfill operation costs (cost of daily and intermediate cover, and operation and maintenance of all landfill access roads and environmental monitoring systems), + (2) leachate treatment and control, (3) gas control, and (4) post-closure costs (maintaining the final cover, surface water management systems, gas control facilities, environmental monitoring facilities and the leachate treatment facilities). For all of these elements, planning level costs for labor, equipment and materials should be estimated and daily operational costs should be considered *a 50-year site life period for the projected life of the selected landfill site.*
2. Site Development Costs: These are the capital expenditures at the site including the cost of building the landfill, equipment to begin operations, and other costs of opening a landfill.
3. Transportation Costs: Based upon engineering and economic analysis, the cost of solid waste transport to each site would be estimated. The estimate for each site would include operation and maintenance costs incurred by the County, municipal haulers, and private/commercial haulers for transport and transfer of solid waste.
4. Parcel Costs: Using the assessed valuations maintained by the county and review of other county records, the purchase price for each potential site will be estimated *as appropriate.*

### **6.4.3 Procedural Mechanisms To Assure Use Of Criteria In Siting Solid Waste Disposal Facilities**

The preliminary Siting Criteria were adopted by the County and incorporated Cities when they approved the 1996 CoIWMP. In adopting the Siting Criteria ~~the 2003~~ in this CoIWMP, the County and Cities confirmed the procedural mechanisms described here that will be used by *the public or private entity* for siting a new landfill. These procedural mechanisms include a Siting Study, which will refine the siting criteria and provide weighting and ranking factors for the comparative siting criteria with input from the LTF and public. ~~These siting criteria will be adopted by the Board of Supervisors at a public hearing before initiation of the search for a new landfill site. The Siting Criteria will be applied as shown in Figure 6-1 and discussed in this section to identify the sites equally suitable from the technical perspective as a prelude to the full CEQA analysis.~~ Once into the CEQA process, the Siting Criteria may also have a role in identification and evaluation of alternatives to the proposed project.

#### **6.4.4 ~~Local Jurisdiction Compliance Agreements~~**

Appendix F of the CoIWMP contains the local resolutions approved by all jurisdictions in the county specifying their commitment to apply all siting criteria and procedures established in the Siting Element.

### **6.5 PROPOSED SOLID WASTE FACILITIES**

~~With further expansion, disposal capacity at the existing Central Landfill is available to last at least through the end of the medium-term planning period, 2018, assuming full implementation of all selected diversion programs. Therefore, Sonoma County's immediate disposal capacity strategy to achieve the goals and objectives is the expansion of the Central Landfill and subsequently identifying another disposal site as recommended by the Analysis.~~

~~The County has established a goal of identifying and developing 50 years of landfill capacity. Following the completion of the 2003 CoIWMP, and once additional capacity at the Central Landfill is permitted, the County plans to begin a Siting Study to identify possible new disposal sites. The public's input into the Siting Study is expected to be instrumental in applying the siting criteria, evaluating the options for providing 50-years' capacity, evaluating economic considerations of each option, and identifying key issues that need to be resolved. Several public workshops will be conducted to facilitate receiving input from the public prior to the hearings. The goal of the Siting Study would be to produce a list of sites from which the Board of Supervisors may choose one or more landfill sites. Prior to approval of any new or expanded disposal site, the County will conduct all analyses necessary under CEQA to evaluate the potential significant environmental impacts of the County's options, including consideration of alternative sites. There are no pending applications for a solid waste facility at this time.~~

### **6.6 CONSISTENCY WITH COUNTY GENERAL PLAN**

~~Expansion of the Central Landfill to provide disposal capacity through the year 2018 is consistent with Section LU-4d of the Land Use Element and Section 3.4 of the Public Facilities Element of the current County General Plan. There are no current proposals for new or expanded landfills in Sonoma County at this time.~~

#### **6.6.1 Sites Reserved For Solid Waste Disposal or Transformation Facilities**

The Central Disposal Site is currently the only site with a landfill reserved for solid waste disposal in Sonoma County.

#### **6.6.2 Sites Tentatively Reserved For Solid Waste Disposal or Transformation Facilities**

There are no sites tentatively reserved for solid waste disposal or transformation facilities in Sonoma County.

### **6.7 STRATEGIES FOR DISPOSING OF SOLID WASTE IN EXCESS OF CAPACITY WHEN NEW OR EXPANDED SITES ARE NOT AVAILABLE**

~~Sonoma County will have sufficient disposal capacity to last in excess of 15 years at the expanded Central Disposal Site. Therefore, this section will be addressed in future five-year reviews when it is clear that~~



~~the Central Disposal Site has reached full capacity, and there are no new sites available for establishing new disposal or transformation capacity.~~ Due to significant uncertainties, the County of Sonoma is not considering in-county disposal at this time, although potential sites for disposal may exist within Sonoma County. Risks associated with expansion of the Central Landfill have caused in-county disposal to be rejected as the County of Sonoma's on-going disposal strategy. The SCWMA supports efforts to identify potential in-county disposal sites.

### **6.7.1 Short Term Disposal Strategy**

Out-of-county disposal contracts are currently in place to ensure sufficient disposal capacity until 2010. The daily tonnage commitment with contracted landfills are detailed in the table below.

### **6.7.2 Medium Term Disposal Strategy**

*As there are no current plans to establish a new or expand an existing disposal facility in Sonoma County, the County's medium term (2010 - 2022) disposal strategy will consider the following two options:*

- *Out-of-county disposal with waste transport by truck*
- *Out-of-county disposal with waste transport by rail*

Day Type	Days per Year	TPD	Contract Capacity
Weekdays	261	1,750	456,250
Saturdays	52	750	39,107
Sundays	52	300	15,643
		Total	511,000

*While both options will secure, at minimum, 15 years of disposal capacity through contract(s) which specify maximum allowed daily tonnages, the two options differ in capital investment and level of commitment required by participating jurisdictions. It is therefore necessary that the County work with the Cities to determine which are interested in each option. The selection of truck or rail haul will depend in part on the result of any such agreements between the County, the Cities, and appropriate regulatory agencies.*

### **6.7.3 Waste Transport by Truck**

*In response to the lack of permitted landfill capacity, the County contracted for out-of-County haul and disposal through three separate companies for a five-year period beginning September 1, 2005.*

*The County is in a favorable position to haul to out-of-County landfills by truck. The County currently has five transfer stations that allow for transfer of solid waste to trucks to transport the waste to out-of-County disposal sites. Another positive factor is that the County owns the sites and is already permitted to operate these transfer facilities, so no additional site acquisition, regulatory, or permitting activities are anticipated. Although flow control is important for rail haul disposal commitments, it is less critical for the strategy involving truck haul and disposal. Little new capital investment is required for truck haul and the operating costs are more easily reduced should tonnage leave the disposal system.*

*The potential downside to out-of-County haul and disposal is the risk of losing disposal capacity sometime in the future. Although the County may contract for certain capacity, there is no assurance that this capacity will always be available. Furthermore, landfill options are more limited than with rail haul, as the cost effectiveness of truck hauling declines rapidly as distance from Sonoma County increases.*

*Contracts between the County, haulers, and landfill owners would secure the County's ability to guarantee disposal capacity and the means with which to transport waste generated within Sonoma County. The BVA analysis indicates that there is adequate landfill capacity in the Bay Area for the next 15 years (source: Assessment of Long-Term Solid Waste Management Alternatives, BVA).*

#### **6.7.4 Waste Transport by Rail**

*The infrastructure requirements for development of hauling waste by rail (WBR) to out-of County disposal sites generally include the following five components:*

- *Transfer Station to collect, recover divertible materials, and load residual waste into intermodal containers or consolidate for loading gondola cars*
- *Local Rail Yard to load intermodal containers or gondola cars on spur track*
- *Rail Haul for transporting containers or gondola cars over rail lines to the remote rail yard*
- *Remote Rail Yard to off-load the containers or material in gondola cars to the landfill or transfer vehicles for haul to the landfill*
- *Landfill for disposal of residual solid waste*

*While WBR increases accessibility to a larger number of disposal sites than truck hauling, there is significant capital investment required. This necessitates an agreement between a significant number of Cities and the County to share the capital costs, and a long term commitment to WBR in the form of 20 to 25 year contracts with the North Coast Rail Authority (NCRA) and the destination landfill(s). Potential capital investments include the retrofit of existing transfer stations to accommodate the intermodal operating system, the purchase of sufficient intermodal containers to satisfy the disposal needs of Sonoma County, and the development of at least one or more loading stations along the rail line..*

*In an effort to promote waste diversion and zero waste, special care must be made with regard to tonnage commitments with the destination landfill(s). Agreements will be created with flexibility such that the County's landfill capacity commitments decrease in proportion to the success of our source reduction and recycling programs. Agreements which provide an economic disincentive for waste reduction will be avoided.*

### **6.8 SITING ELEMENT IMPLEMENTATION**

#### **6.8.1 Responsible Agencies**

Since all solid waste facilities in Sonoma County are currently owned by the County of Sonoma, the Board of Supervisors is the responsible agency for implementing the Siting Element. DTPW will implement the Board's policies by working with the SCWMA, PRMD, LEA, and the LTF.

*In the event that a private entity should seek to establish a new or expand an existing landfill, that entity would be required to implement the Siting Element as defined in this CoIWMP. This entity would implement the Board's policies by working with the SCWMA, PRMD, LEA, and LTF.*

## 6.8.2 Implementation Tasks

~~Sonoma County has established a policy to provide landfill capacity for county residents through the year 2050~~ Should a public entity decide to expand an existing or create a new landfill within Sonoma County, the following task list summarizes the process for achieving the goal of *maximizing* disposal capacity.

### Task 1. Siting Study/Options Evaluations

- a. Siting Study will include the Board of Supervisors adopting the refined Siting Criteria and an environmental and economic consideration of various long-term disposal options.
- b. Screen county for candidate sites and request public nomination of sites.
- c. Apply first round siting criteria to candidate sites, develop ranking, and review criteria application.
- d. Complete first round ranking of sites. It is expected that 8 to 13 sites may be identified at this step.
- e. Second round of screening of sites with field confirmation of significant siting criteria.
- f. Rank sites and recommend 3 to 5 sites as final candidates in report to Board of Supervisors. Board accepts report and gives direction to staff to proceed with preliminary design and CEQA.

### Task 2. Preliminary Design

- a. Issue RFP, hold interviews and execute contract for investigation of the final candidate sites. Work will include geotechnical and hydrogeotechnical research and biological reconnaissance of the sites.
- b. Prepare preliminary design including geotechnical and hydrogeotechnical investigation and biological reconnaissance.
- c. Review of preliminary design report and recommendation for selected site.
- d. Prepare final preliminary design report and recommendation for selected site.

### Task 3. CEQA

- a. Issue RFP, hold interviews and execute contract for preparation of project level EIR for candidate site(s) and selected alternatives.
- b. Prepare Initial Study, present to the Environmental Review Committee, issue Notice of Preparation (NOP), meet with regulatory agencies, and hold public meetings for input for the EIR.
- c. Prepare Draft EIR (DEIR).
- d. Issue and circulate Notice of Completion (NOC) to open public review period.
- e. Planning Commission holds hearings on DEIR and Final EIR (FEIR).
- f. Board of Supervisors certifies FEIR and adopts the project selecting the best site.

#### Task 4. Final Design

- a. Prepare final design plans and specifications for first phase improvements.
- b. Bid first phase improvements and award contract.
- c. Complete first phase improvements.

#### Task 5. General Plan Amendment

To run concurrent with design and construction. Process general plan amendment to have scheduled site zoned Public/Quasi-Public or other appropriate zoning. Includes hearing before the Planning Commission and Board of Supervisors.

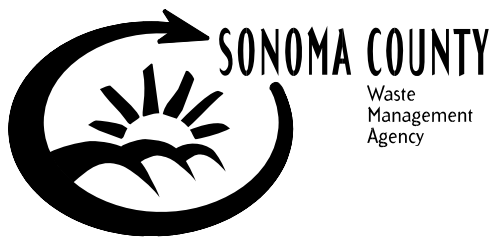
#### Task 6. Permits

To run concurrent with design and construction. Permitting agencies include the California Integrated Waste Management Board (CIWMB), Regional Water Quality Control Board, Air Quality Management District, and Sonoma County PRMD. Documents submitted to the CIWMB will include a Joint Technical Document, including a Report of Disposal Site Information, Preliminary Closure Plan, and Preliminary Post Closure Maintenance Plan.

### 6.8.4 Revenue Sources

Funding for the implementation of the Sonoma County Siting Element and all facility siting programs and procedures ~~will be funded through the County's Solid Waste Enterprise Fund. All revenues for this fund are derived from tipping fees levied at County-owned solid waste facilities~~ need to be identified for any proposal concerning solid waste facility siting. *If the County of Sonoma makes the decision to site a new*

*landfill, funds for implementing the siting element would come from a tipping fee surcharge. If another public or private entity intends to establish a new landfill site, either entity would be responsible for funding the implementation of the siting element.*



**Agenda Item #: 5.4**  
**Cost Center: HHW**  
**Staff Contact: Chilcott**  
**Agenda Date: 8/15/07**

**ITEM: Thermometer Exchange Events: A Collaboration Between The Sonoma County Waste Management Agency And The Russian River Watershed Association**

**I. BACKGROUND**

At the April 2005 Board meeting, Boardmember Matt Mullan asked staff to explore a collaborative thermometer exchange project with the Russian River Watershed Association (RRWA) where mercury-containing thermometers would be removed from circulation by exchanging them for digital thermometers.

In November 2006, Agency staff was contacted by the RRWA regarding planning 2007 springtime events. Targeted towards residents, four Thermometer Exchange events were held May-July, 2007 in conjunction with Community Toxics Collections (CTC) in Cloverdale, Santa Rosa, Windsor and Rohnert Park. Our Sonoma County events mirrored regional thermometer exchange events organized by BayWise in the San Francisco Bay Area. The City of Santa Rosa also held additional thermometer exchange events.

The Agency' contributed staff time to publicize the Thermometer Exchanges by creating an ad in the 2007 Sonoma County Recycling Guide, by creating artwork for a utility bill insert, by creating an ad on the Agency's [www.recyclenow.org](http://www.recyclenow.org) web site and by helping coordinate with Clean Harbors staff on event logistics. In addition, the RRWA reimbursed the SCWMA for disposal of thermometers collected at the CTCs. RRWA staff conducted all other aspects of the program, including staffing a thermometer exchange table at the CTCs.

The following summarizes activities for four RRWA thermometer exchanges:

**Participation: Thermometer Exchanges at Community Toxics Collection events**

Overall, RRWA staff was very pleased with the participation at the events.

<b>Event</b>	<b>Number of Participants</b>	<b># Mercury Thermometers Collected</b>	<b># Digital Thermometers Distributed</b>
Cloverdale May 22, 2007	50	70	60
Santa Rosa June 5, 2007	194	450	300
Windsor June 19, 2007	44	115	92
Rohnert Park July 10, 2007	54	124	91
<b>TOTAL</b>	<b>342</b>	<b>759</b>	<b>543</b>

## Publicity

The Russian River Watershed Association was responsible for conducting advertising activities. The following summarizes the advertising methods. Effectiveness was determined by conducting surveys with participants at the CTC surveys conducted by RRWA staff at with participants at the CTCs. Generally, an overwhelming majority saw one of the newspaper advertisements. Most of the participants who learned of the event through one of the other mechanisms mentioned that they also saw the ad in the newspaper.

Event	Newspaper	Utility Bill	Flyer	Website	Other
Cloverdale May 22, 2007	18	0	2	1	1
Santa Rosa June 5, 2007	191	16	2	3	9
Windsor June 19, 2007	35	1	2	1	7
Rohnert Park July 10, 2007	32	10	7	0	9
<b>TOTAL</b>	<b>276</b>	<b>27</b>	<b>13</b>	<b>5</b>	<b>26</b>
<b>PERCENT REPORTED*</b>	<b>79.5%</b>	<b>7.8%</b>	<b>3.7%</b>	<b>1.4%</b>	<b>7.5%</b>

\* This calculation represents the number of participants who reported seeing the event advertised in the given location (Newspaper, Utility Bill, Flyer, Website, or Other) out of the sum of total number times all locations were reported. Note that not all participants were polled as to how they learned of the event and many participants reported seeing several different types of advertisements.

## II. DISCUSSION

As a result of continued interest in the Thermometer Exchange from callers to the Eco-Desk and to the Household Toxics Facility, some on-going exchange locations have been identified. Until digital thermometer supplies are exhausted (about 800 thermometers), Sonoma County resident can go the following locations:

Laguna Treatment Plant  
1143 Llano Rd.  
Santa Rosa  
M-F 8-5  
543-3369

Rohnert Park Senior Center  
6800 Hunter Dr # A  
Rohnert Park  
M-F 8-5.  
543-3369

Santa Rosa Senior Center  
704 Bennett Valley Rd.  
Santa Rosa  
543-3369

By participating in RRWA's Thermometer Exchange events, a successful inter-agency partnership has been established. Staff anticipates coordinating again with RRWA on future mutual-interest topics, such as pharmaceutical disposal.

## III. FUNDING IMPACT

There is little funding impact, expect for some Agency staff time, for having participated in this program.

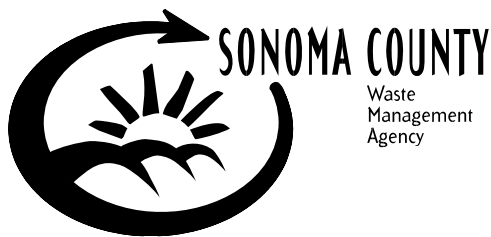
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational and no action is requested.

V. ATTACHMENTS

There are no attachments for this item.





**Agenda Item #: 7.1**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 8/15/07**

## **ITEM: SonoMax.org (Sonoma County Materials Exchange) Program Status Update**

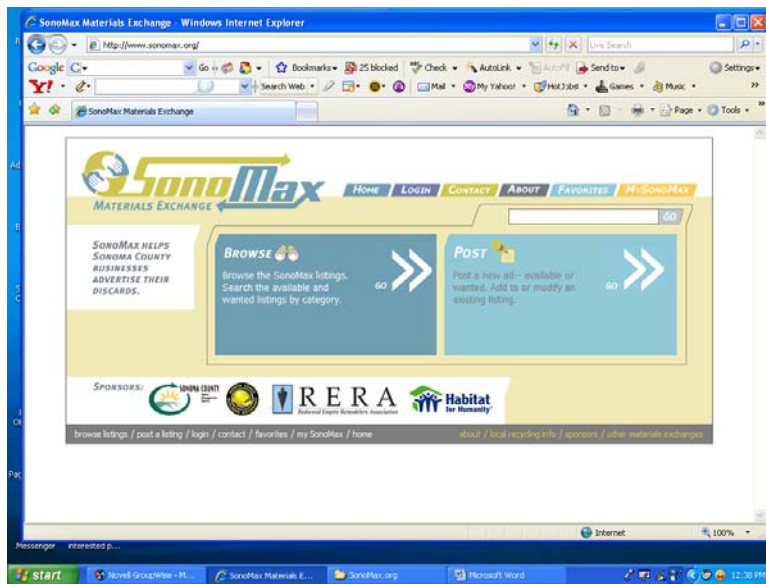
### **I. BACKGROUND**

On June 21, 2006, the Board approved a \$17,125 agreement with Genacom, Inc., a web site development company, to set up the SonoMax online materials exchange program. Genacom was selected as they have set up and manage four similar materials exchange database web sites for other jurisdictions in California including Azusa On-line Exchange [aoe.azusalw.com/](http://aoe.azusalw.com/), City of Santa Clarita Salvaged Waste and Arts Program [www.scvswap.com/](http://www.scvswap.com/), City of Napa Materials Exchange [www.napamax.org](http://www.napamax.org) and Santa Cruz Materials Reuse Network [www.promaxreuse.org](http://www.promaxreuse.org)

Once the programming, including web site beta testing is complete, the Agency will enter into a monthly service agreement with Genacom for database and web site hosting services. The majority of the publicity for SonoMax.org will take place in spring 2008 related to funding from a recently awarded California Integrated Waste Management Board Reuse Assistance Grant.

On March 21, 2007, the Agency approved a resolution authorizing the Agency to submit a competitive reuse assistance grant application. From nine proposals, our project was one of six selected in California for funding at the July 17, 2007 California Integrated Waste Management Board meeting. This grant funds \$16,600 towards publicizing SonoMax.org to targeted building professionals.

### **II. DISCUSSION**



The new SonoMax.org web site features many user-friendly features:

#### **Features**

- An email list serve digest
- Preview listings function used when the user posts an ad
- Printable .pdf of current ads
- MySonoMax tab that helps the user manage their listings.

**Publicity**

CIWMB Reuse Assistance Grant funds are budgeted for the following SonoMax.org efforts:

Funded grant activity (partial list)	Amount awarded for each activity
Printing SonoMax fliers	\$1,380
Printing utility bill inserts	\$2,460
Registration fees for exhibits	\$2,150
Print ads	\$4,783.75
Radio	\$4,000

**Sponsors**

To help publicize the program, local building trade associations have been recruited as sponsors. These include the North Coast Builders Exchange, Redwood Empire Remodelers Association and Habitat for Humanity. In exchange for a link on the SonoMax.org web site, sponsoring organizations will be asked to help publicize the program to their members through newsletters, emails, events and seminars.

**III. FUNDING IMPACT**

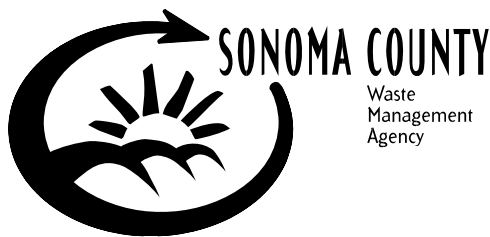
The Agency plans to enter into a monthly service agreement for database hosting services after programming details and beta testing has been finalized.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

This item is informational and no action is requested.

**V. ATTACHMENTS**

There are no attachments for this item.



**Agenda Item #: 7.2**  
**Cost Center: Education**  
**Staff Contact: Chilcott**  
**Agenda Date: 8/15/07**

**ITEM: Spanish Eco-Desk Program Update**

**I. BACKGROUND**

At the October 2006 Board meeting, a two-year contract with C2 Alternative Services to conduct a Spanish Environmental Outreach Pilot Project was approved. The \$40,000 contract is being funded by the HHW Cost Center with CIWMB Used Oil Grant money (\$25,000) and the Education Cost Center (\$15,000). The contract expires on March 31, 2008.

Based on social-based marketing strategies, this project tests various activities and outreach tools to inform the Spanish-speaking residents in Sonoma County about recycling and toxics disposal opportunities in order to change behavior. At the end of the contract term, the goal is be able to report on the relative success of various activities implemented.

**II. DISCUSSION**

Summarized are activities that have taken place to date:

**Focus-group/interviews**

Conducted November 2, 2006

Location: KBBF Multiuse Room/ Santa Rosa, California

Time: 7:00 p.m.-9:00 p.m.

The purpose of this focus group was to gather information on the most effective ways to inform the Latino/Spanish-speaking community in Sonoma County about the existence of Eco-Desk. We wanted to know how much this target audience knows about the Eco-Desk, and find out if there is interest from this part of the community in having the Eco-Desk available.

The group had eight people, which included men and women of various backgrounds. Some had a huge involvement in the Latino community, while others represent an integral part of this target audience.

The focus group was conducted in Spanish giving the participants (all Spanish speakers), the freedom to express and voice their opinions without any restrictions. Speaking their native language provided a sense of identity and comfort when discussing the issues at hand.

The following list of questions were used as part of the group discussion:

1. What is recycling?
2. What can we do to recycle?
3. What do we do when we don't know what to do with stuff that could be recycled?
4. What would make it easy for you to recycle?
5. If there was a number you can call, will you call?
6. Does anyone know what Eco-Desk is?
7. When you call, what would you like to hear?

8. How long would you wait on the phone to get the information you need?
9. Would you leave a message if you don't get to talk to anyone?

The group began the discussion with the first question. When asked if they knew what recycling was, they all tried to sound as informed about the subject as they could. Overall, they all had a pretty good idea about it. For the most part, they all understand the meaning of recycling and why it is important to do so.

They all came up with a list of things that we can do to recycle. This list began with making sure that everyone knows how to separate the recyclables. They also mentioned that recycling is not just separating what they thought was recyclable, but making sure that it actually gets put into the recycling bin and not the garbage can. Then, they pointed out that having the single stream recycling really helps in remembering to recycle, but a few of them sometimes would forget and put recyclables in the garbage can.

When asked what they would do when they were unsure about what to do with stuff that could be recycled, almost unanimously, they all said that for the most part it will go into the garbage or "*El Dompe*", which is the Spanglish translation for "The Dump." Some examples of these things included, old furniture, electronics and clothes.

They all agreed that having access to information would help in making recycling easy. They all coincided in providing information to the community via radio, TV or newspaper or using the three mediums and adding some person-to-person outreach. Spreading the word about the number is a must if we want them to recycle. Some preferred to read about recycling, while others wanted to listen to the information on radio. In their words, more information will remind them to recycle and ask when in doubt.

For the most part, they prefer to speak to a live person, when a question about recycling arises. If there is a phone number they could call to learn how to recycle certain things, they will call, but it needs to be in Spanish. Moreover, the average time they will wait on the phone for someone to answer their questions will be seven minutes. They all said that if nobody answered, they would leave a message.

Only two people in the group had heard about Eco-Desk. Since we had been talking about recycling, some of them mentioned that the number for Eco-Desk had to do with recyclables. When explained what the program was, some of them started to ask questions about the things they have wanted to recycle, but for some reason or another, they had no idea what to do.

If they had to call the number to receive information on what, where, and when, to recycle certain items, they said they wanted to hear someone speak their own language. They further added that they wanted exact information and someone who was friendly and not rude.

Overall, the focus group went pretty well and the findings confirmed that constant information and outreach to the target population is needed. Moreover, the findings show that for the most part the targeted part of the community in Sonoma County is willing to recycle, but sometimes not having access to information can make it challenging.

### **Eco-Desk**

This project complements the existing English language Eco-Desk by providing a component where callers at 565-DESK(3375) can be connected with a Spanish-speaking person. Hugo Mata, C2 Alternative Services, answers calls and records them on an Access Database with a similar structure to the English version.

<b>Eco-Desk call summary</b>	
Overall number of calls (1/11/06-present)	125
Calls by city	Santa Rosa (53%) Windsor (10%) Rohnert Park (8%) Healdsburg (8%) Unincorporated area (8%) Petaluma (6%) Sonoma (5%) Out-of-County (2%)
Subject (nature of the call)	Hauler billing and service (31%) Hangup (23%) Household Hazardous waste (16%) Recycling (11%) Other (10%) Disposal (9%)
Gender of caller	Female (37%) Male (40%) Unknown (23%)
Call type (residential or business)	Residential (75%) Business (1%) Unknown (24%)
Referrals (how the caller was referred to the Eco-Desk)	Media including radio (31%) Service provider (20%) Sticker (18%) Phone book (8%) Utility bill insert (6%) Individual (5%) Guide (2%) Other (2%) Web site (2%) Calendar cards (2%) Other (2%) 411-information (1%) Oil postcard (1%)

## Radio

Spanish-language radio stations in Sonoma County have been very generous, providing thousands of dollars worth of free airtime.

### **KBBF radio interviews and underwritings**

A 30 second spot airs at KBBF several times a month.

One-hour interviews on:

February 16<sup>th</sup>. Eco-Desk and the services offered and oil recycling and answered questions from public.

March 23<sup>rd</sup> Oil recycling (curbside recycling, recycling centers, and proper ways to recycle) and answered questions from public.

April 13<sup>th</sup> General recycling and answered questions from public.

May 11<sup>th</sup> Continue with general recycling and answered questions from public.

June 15<sup>th</sup> Toxics recycling and proper way to dispose of them, as well as questions from public.

A special two-hour interview during the program "*Hablando En Serio*" on July 24<sup>th</sup> where we talked about oil recycling, toxics recycling and global warming.

### **KRRS Radio interviews and underwritings**

A 30-second spot airs at KBBF several times a month.

March 6<sup>th</sup> a 15-minute interview during their program "Foro Comunitario" We mainly informed the public of the Eco-Desk program.

June 11<sup>th</sup> Talked about oil recycling during the 15-minute interview

### **LAZER Radio and LA MEJOR Radio interview and underwritings**

Two 15-second spots airing alternating between both stations.

March 14<sup>th</sup> a 30-minute interview to talk about the Eco-Desk program and oil recycling.

### **Print ads/posters**

EL SUPERIOR NEWSPAPER (The newspaper distributes two issues monthly in many counties including Sonoma.

### **Verbal outreach activities**

Labor center in Healdsburg monthly visits (where Hugo visits once a month to talk to the day laborers about the proper way to dispose of used motor oil and general recycling).

### **Fairs and other events**

Cinco de Mayo Celebration in Santa Rosa, a yearly celebration in the Roseland area. 12,000 people attended this event. The focus was used oil, all giveaways distributed.

Wednesday Night Farmers Market focused on used oil, all giveaways distributed.

### **Procure promotional items**

Pocket calendar, pens, flyers, pencils

### **Business outreach**

Pocket calendars were distributed to twenty businesses serving Latinos in Sonoma County, in December/January. Posters created by Karina Chilcott were also distributed to these businesses.

<b>Calendar deliveries</b>	<b>Number of businesses</b>
Cloverdale	2 (1 market, 1 restaurant)
Healdsburg	4 (2 markets, 2 restaurants)
Rohnert Park	3 (2 markets, 1 restaurant)
Santa Rosa	5 (2 markets, 2
Sonoma	3 (2 markets, 1 video store)
Windsor	3 (1 market, 2 restaurants)

### III. FUNDING IMPACT

This is a progress report on an existing contract and there are no additional funds being requested at this time.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational and no action is requested.

### V. ATTACHMENTS

There are no attachments for this item.



**ITEM: Sonoma County Fair “Compost Your Veggies” Exhibit**

**I. BACKGROUND**

Historically, the Agency exhibits in the Grace Pavilion at the Sonoma County Fair. The theme of the exhibit varies annually depending on the Agency’s education focus. This year the theme was “Compost your Veggies”. To attract visitors to the exhibit, a spinning “Wheel of Fortune—Spin & Win” made from reused materials was utilized. Participants in the game answer a recycling/hazardous waste/disposal question in order to “win” a prize.

To support our veggies composting theme, plastic kitchen sink-side veggies scrap pails were procured for \$4.50 each. To assure that these high-quality pails (made from 30% postconsumer recycled content) were used for the intended purpose, a \$2 fee was charged and buyers were asked to sign the “Composting Pledge”. Pledges are considered an important tool in social marketing.



To show fairgoers the product of our municipal composting program, Sonoma Compost Company provided compost samples.



Temporary employees accomplish staffing services at the exhibit. C2 Alternative Services, with funding from CIWMB used oil grant money, supports the exhibit by paying for bi-lingual staffing on days that attract Spanish-speaking families (such as the Charreada Mexicana).

## II. DISCUSSION

The following tallies the number of items that were distributed at the Agency's exhibit.

**Promotional items are rewarded to participants answering recycling questions after spinning the wheel of fortune. Participants are encouraged to select only one prize:**

Recycled newspaper mood pencils	2,500
Temporary "Recycle Oil" tattoos	1,200
Recycling bookmarks	1,440

**TOTAL 5,140**

\*The total number of visitors to the exhibit may be higher than the promotional items distributed as not everyone received a "prize".



**Compost pails sold for \$2 each**

Number of pails sold from July 17-July 30	547
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**Compost samples in quart-sized zip lock bags are prepared by Sonoma Compost Company. This year featured "Mallard Plus" compost samples.**

Number of sample baggies distributed	2,000
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## III. FUNDING IMPACT

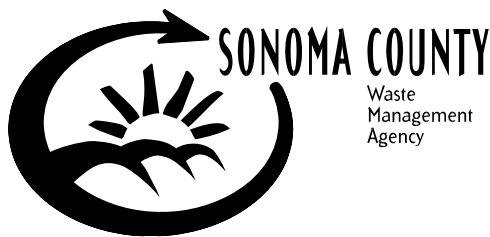
Funding for the Sonoma County Fair and other public events is budgeted in the Education cost center.

## IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This item is informational and no action is requested.

## V. ATTACHMENTS

There are no attachments for this item.



**Agenda Item #: 8.1**  
**Cost Center: Organics**  
**Staff Contact: Carter**  
**Agenda Date: 8/15/07**

**ITEM: Agreement with ESA for New Compost Site Selection, Conceptual Design, and CEQA Documents**

**I. BACKGROUND**

One of the primary responsibilities of the SCWMA is the regional composting system for yard debris. In 1993 the composting program was initiated at a temporary location on the Central Disposal Site.

At the October 2003 SCWMA meeting, the 2003 Countywide Integrated Waste Management Plan was adopted and this updated plan included a goal to find and develop a new, permanent compost site in Sonoma County. At the September 2004 SCWMA meeting, the compost facility siting criteria and evaluation process was adopted by the Agency Board.

Also in September 2004, staff developed a Feasibility Study Scope of Work in response to a discussion between the SCWMA and the City of Santa Rosa (City) to partner in a composting feasibility study. The study focused on a potential joint regional composting effort for biosolids and yard debris. The SCWMA approved an agreement with the City to hire Brown and Caldwell to conduct a Compost Facility Feasibility Study at the November 2004 meeting. The final draft was received at the October 2005 SCWMA meeting and a technical memorandum for this project was received by the SCWMA at the January 2007 meeting.

Staff received direction to develop a Request for Proposals (RFP) for Compost Facility Site Selection, Conceptual Design, and CEQA Documents at the February 2007 SCWMA meeting, and issued the RFP on March 16, 2007.

**Summary of Previous Board Actions:**

May 1993 –approved composting agreement with Sonoma Compost Company/Empire Waste Management for composting services at the Central Disposal Site.

October 2003 – adopted updated CoIWMP, which included language for siting a new compost facility.

September 2004 – approved siting criteria and the evaluation process.

November 2004 – approved consulting agreement for Compost Facility Feasibility Study in partnership with the City of Santa Rosa.

October 2005 – received Compost Facility Feasibility Study.

January 2007 – received the Technical Memorandum to the Compost Facility Feasibility Study describing the land and funding requirements for a new compost site.

February 2007 – approved the Scope of Services for an RFP for Compost Facility Site Selection, Conceptual Design, and CEQA Documents.

**II. DISCUSSION**

Staff received proposals from three teams as a result of the RFP process. These teams were led by (1) EDAW, (2) ESA, and (3) Winzler & Kelly. Staff met with Sonoma County's Permit and Resource Management Department's Senior Environmental Specialist to discuss each proposal.

PRMD staff indicated that the County had experience with all three firms, and that all firms could accomplish the SCWMA's goals with regard to this project. SCWMA and PRMD staff further noted that the proposal submitted by EDAW had a considerably larger cost, which was over twice the amount included in the FY 07-08 Budget. It was the determination of SCWMA staff that the effort to re-work the proposed scope of work with the EDAW team was unjustified when two other qualified firms demonstrated a better understanding of the scope of the project at a significantly lower cost.

Staff interviewed the key personnel from the ESA and Winzler & Kelly teams, paying specific attention to both teams' understanding of the project goals, approach, attention to detail, and proposed cost. Staff determined that ESA presented the best team for the project.

Staff requested PRMD's Senior Environmental Specialist assistance to assure ESA's proposed scope for CEQA document and related analyses are feasible and the cost proposal is reasonable.

A task to encompass any necessary unforeseen tasks was added to cover special studies, analyses, and reports that may arise during the course of this project. Such tasks shall not be performed by ESA without prior written approval of the SCWMA Executive Director.

### III. FUNDING IMPACT

\$400,000 has been included in the FY 07-08 Budget for professional assistance in site selection, conceptual design, and preparation of all applicable CEQA documents associated with a new compost facility in Sonoma County. ESA's proposed cost for this project, which was the lowest of the proposals received, amounts to \$520,926, of which \$25,000 is reserved as a contingency for unforeseen issues. \$120,926 in additional funds would be required from the Organics reserve to accommodate the difference between the proposal cost and the FY 07-08 Budget.

As of FY 06-07 Year End, the Organics Reserve was \$2,733,486. Technical Adjustments of \$1,033,270 will be brought before the Board for approval, which would bring the total Organics Reserve to \$3,766,756 for FY 07-08. If the Board approves this Agreement, a Technical Adjustment to the FY 07-08 Budget from the Organics Reserve to provide the necessary additional funding will be added to the next meeting's agenda.

### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the Agreement for Consulting Services between the Sonoma County Waste Management Agency and Environmental Science Associates. As the cost of this agreement exceeds \$50,000, this agreement requires a unanimous vote.

Should the SCWMA Board of Directors approve this Agreement, staff will provide project updates at each regular SCWMA Board meeting until project conclusion. The Agreement provides for contract cancellation at any time with 10 days notice, if the Board decides to stop the project.

### V. ATTACHMENTS

Agreement for Consulting Services  
Resolution

## **AGREEMENT FOR CONSULTING SERVICES**

This agreement ("Agreement"), dated as of \_\_\_\_\_, 2007 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and \_\_\_\_\_, a **[include description of Consultant, e.g., "a California Corporation", etc., if appropriate]** (hereinafter "Consultant").

### **R E C I T A L S**

WHEREAS, CONSULTANT represents to AGENCY that it is a duly qualified firm experienced in compost site selection, conceptual design, and preparation of CEQA documents and related services; and

WHEREAS, in the judgment of the Board of Directors of AGENCY, it is necessary and desirable to employ the services of CONSULTANT to assist AGENCY staff in the new compost site selection, conceptual design, and preparation of all necessary CEQA documents for a new composting site and operation within Sonoma County.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

### **A G R E E M E N T**

#### **1. Scope of Services.**

1.1 Consultant's Specified Services. This Agreement is consummated for the purpose of site selection, conceptual design, and creation of CEQA documents for a proposed composting facility for the Sonoma County Waste Management Agency. Consultant shall perform services as defined in Exhibit A, Scope of Services.

1.2 Cooperation with Agency. Consultant shall cooperate with Agency and Agency staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If Agency determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement

pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Agency.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services were a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

2.1 Consultant shall be paid \_\_\_\_\_ (\$\_\_\_\_\_) for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibit B, upon monthly submission of progress reports, verified claims and invoices, in triplicate, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

2.2 Monthly progress reports shall be submitted by Consultant and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

2.3 Final payment of the ten percent (10%) retention corresponding to specific tasks may be paid at the discretion of Agency within thirty-five (35) days after completion of all work for that specific task, and submission of a verified claim and invoice, in triplicate.

3. Term of Agreement. The term of this Agreement shall be from \_\_\_\_\_, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9 and shall submit to Agency an invoice showing the services performed, hours worked, and copies of receipts for reimburseable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by Agency, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if Agency terminates the Agreement for cause pursuant to Section 4.2, Agency shall deduct from such amount the amount of damage, if any, sustained by Agency by virtue of the breach of the Agreement by Consultant.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the performance of Consultant hereunder, but, to the extent required by law, excluding liability due to the negligence or willful misconduct of Agency. If there is a possible obligation to indemnify, Consultant's duty to defend with legal counsel acceptable to Agency, exists regardless of whether it is ultimately determined that there is not a duty to indemnify. This indemnification

obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.5 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

6.6 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Consultant, Agency may deduct from sums due to Consultant any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to Agency.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high



water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Agency.

9. Representations of Consultant.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Agency shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Consultant agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Agency for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by Agency, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with Agency disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Consultant assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be

the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits Agency's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Sonoma County Waste Management Agency  
Attention: Patrick Carter  
2300 County Center Drive, Suite B 100  
Santa Rosa, CA 95403  
Phone: (707) 565-3687  
FAX: (707) 565-3701

Consultant: Name  
Attention:  
Address: Phone:  
City, State Zip Fax:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: \_\_\_\_\_  
Chair

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUBSTANCE BY  
AND CERTIFICATES OF INSURANCE  
ON FILE WITH:

By: \_\_\_\_\_  
Agency Director

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_  
Agency Counsel

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## Scope of Work

This Section describes ESA's proposed scope of work for the project, which follows the outline in the RFP Exhibit Scope of Services. In addition to the outline in the RFP, this section more fully describes some of the approach and ideas related to the Siting Study, Conceptual Design and the EIR. If ESA is selected for the project, this section can serve as the basis for the project work plan (see Task 1 below).

### **Task 1: Submit a Work Plan**

The ESA team will submit a work plan that describes the study approach. Our work plan will describe the approach we believe is necessary to evaluating the potential sites, preparing the concept designs and ultimately the EIR. We anticipate an interactive process working with the Agency to fulfill its goals as the process of site evaluation reveals the more preferred sites. The work plan will include a schedule showing anticipated completing dates for major milestones, draft and final reports.

**Task One Deliverables:** Three hard copies (recycled-content paper) and one electronic copy of the draft work plan for SCWMA staff review. The work plan will incorporate SCWMA comments. ESA will deliver one reproducible and one electronic copy of the final work plan.

### **Task 2: Meetings**

#### ***Subtask 2.1: Periodic Conference Calls***

ESA will attend and/or present materials at the meetings identified in the RFP. These meetings include, but are not limited to:

- A kick-off meeting at which SCWMA staff will present maps with the GIS filters and any other information pertinent to the project. Five key ESA team members are anticipated to attend this meeting.
- The SCWMA public meeting to present the recommended site(s). ESA will make key staff available at this hearing to solicit comments on

potential impacts to include in the Draft EIR. Five key ESA team members are anticipated to attend this meeting.

- The SWMA public hearing on the Draft EIR. ESA will make key staff available at this hearing to present key parts of the environmental analysis and answer questions posed by the SCWMA. Five key ESA team members are anticipated to attend this meeting.
- The SCWMA hearing on the Final EIR and on the project to certify the EIR and make a decision on the project. ESA will provide key technical staff to at this hearing and respond to questions posed by the SCWMA Board of Directors. Five key ESA team members are anticipated to attend this meeting.

ESA will participate in monthly conferences calls that will be held monthly by the SCWMA for the purpose of addressing unforeseen issues, receiving progress reports, and giving additional direction when needed. Four key ESA team members are anticipated to be on the conference calls and ESA anticipates there will be a total of 8 conference calls.

### ***Task 2.2: In-Person Meetings***

In addition to the meetings described in the RFP and identified in Task 2.1, ESA will also attend three (3) additional meetings in Sonoma County, at the request of SCWMA staff. It is anticipated that one of these meetings will be a public scoping meeting for the Initial Study / NOP (see Task 5.6). Five key ESA team members are anticipated to attend this meeting.

**Task Two Deliverables:** ESA will attend the meetings as discussed above. For the meetings listed above, ESA will prepare meeting minutes that will be sent electronically to SCWMA staff.

## **Task 3: Site Evaluation**

### ***Site Selection Understanding***

We understand Sonoma County Waste Management Agency (Agency) has requested professional consulting services to help identify and select candidate sites for constructing a regional green/wood waste composting facility.

We understand that the new composting facilities are intended to provide a convenient location for the Agency and its member jurisdictions given the recent out-of-county transfer and disposal program. Further, we understand the County of Sonoma is exploring possible uses or divestiture of the existing

Mecham Road facility that would prohibit continued use of the existing composting area in the future. Further, we understand the construction of an Agency controlled composting facility could provide long-term benefits by allowing the Agency and its member jurisdictions the benefit of a centrally located organics management facility.

Finally, we understand the necessity of a cost effective organics processing system is crucial to the Agency's capacity for complying with state mandated diversion levels of AB 939.

In summary, the new composting facility the Agency envisions is intended to provide the Agency with long-term control over the flow of the organic material entering the site to the sale of the finished product, as well as enhance the Agency's efforts to cost effectively increase diversion to higher uses. We appreciate the complexity of the planning process the Agency has embarked upon to pursue this project, and realize how important it is to the Agency that the consultant selected from this RFP process conduct the site identification and selection process on an accelerated schedule.

### ***Approach to Site Selection***

In general, our approach is to conduct our tasks in a sequential order that allows us to set parameters for the facility and site requirements before proceeding with the actual evaluation of candidate sites. We will be conducting the following types of activity:

- Obtain and review relevant background materials and information.
- Confirm facility requirements and capacity relative to expected growth.
- Confirm basic site requirements to support facility development.
- Assess and rank potential sites identified by Agency.
- Recommend candidate sites.
- Prepare a report with findings and recommendations.
- Meetings with Agency staff, including one kick-off meeting (Task 2.1) and one meeting to discuss the draft Site Selection Report. At the Agency's discretion, we are available to present one report presentation to the County Board of Supervisors or other designated group.
- Site visits to the top-ranked twenty candidate sites to further assess the sites' compatibility with the project needs, prior to making site recommendations.

The following describes our proposed work plan for Task 3.



### ***Subtask 3.1: Review of Prior Studies/Facility Criteria***

Prior to proceeding with the site evaluation efforts, we recommend a review of the prior site selection information.

While we do not necessarily need to question the basis of the design, we believe it is prudent to begin our site selection process with a clear understanding of the Agency's expectations. To accomplish this review, we recommend beginning with a review of the basis of the prior report prepared by Brown and Caldwell. Based on the data provided, we will confirm the estimate of daily throughput tons and vehicle trips required of the Facility over the planning period. We will check the model of the approximate size of the facilities, and present the general range of costs.

### ***Subtask 3.2: Confirm Site Selection Criteria***

Based on input from the Agency and our assessment of facility sizing requirements, we will review the previously prepared Site Selection Criteria. Again, we believe it is prudent to initiate the Site Selection process with a full understanding of the Agency's goals. The GIS filter such as wetlands, slopes between 0% and 12%, parcel size greater than 50 acres and related environmental habitat information are useful for screening the possible sites and developing an initial list of sites. However, we believe the issues such those provided on Exhibit E in the RFP are somewhat problematic. For example, while cost may be a significant factor in the Agency's budgeting process, it may be less important than the potential impact a sensitive neighbor may have on a compost facility. While the Scope of Work does not include any Odor Dispersion Modeling, the Project Team has a strong sense of some types of adjacent land uses or situations to avoid. The SCWMA may want to consider adjusting the weighting factors accordingly. We will draw our approach to each of the Siting Criteria provided by the Agency, providing a rationale as to how the Site Selection analysis be conducted.

Based on the results of our review of the Site Selection Criteria, we will develop as appropriate, a revised Site Selection Criteria that we will use for further evaluation of potential compost facility sites.

Some of the criteria may be of such importance that it would eliminate any site not meeting it, while other criteria is likely to be preferred, but not mandatory for site selection. Based on our experience of Site Selection Studies for similar solid waste related facilities elsewhere, some of the most crucial aspects of site selection will include site access, a conforming land use, and neighboring uses. We look forward to exploring the unique conditions of Sonoma County. We will therefore identify those criteria that are minimum requirements, and those that are preferred, and weigh them

accordingly. We will present the draft criteria to the Agency for review and comment at this stage, and revise as necessary.

While site acreage is obviously an important site criterion, the site layout and orientation to handle traffic, distance to sensitive receptors (especially in light of prevailing winds and topography as odors tend to migrate down slope rather than up one), and related issues are also critical to site selection. Other issues such as proximity to the potential receptors, neighboring land uses, ingress/egress to major thoroughfare, the County's Specific Plan uses, and other relevant criteria will be considered.

### ***Subtask 3.3: Sort and Filter Data for Preferred Sites and Rank***

We assume the data provided by the Agency will be formatted in such a way that we can manage it electronically. If not, we will need to format an excel file or database that we can use to readily input the data provided. Applying the selection criteria, we will screen and filter out unacceptable sites, and develop a list of "possible" sites and "preferred" sites. The "possible" category of sites will only be assessed further in the event the "preferred" category of sites is very limited. We will then focus on the preferred sites and rank them according to the extent they meet the various weighted criteria.

### ***Subtask 3.4: Conduct Site Visits and Develop Pro/Con Matrix of Shortlist Sites***

We will visit the listed sites to confirm there are no unexpected conditions or obvious information errors or gaps in the site data provided by the Agency. For budgetary purposes, we anticipate the site list will be limited to the twenty sites requested (the highest ranked). We will develop a check list of items to observe during the site visits in order to better qualify the pros and cons associated with the top candidate sites. We will summarize our observations in both text and a tabular form. Using these findings, we will develop a Pro/Con Matrix of the highest ranked sites, comparing the attributes of each of the sites to the criteria.

### ***Subtask 3.5: Prepare Draft Site Selection Report***

We will prepare the draft report which will include the project overview, our approach to conducting the siting study, the ranking process for identifying preferred sites, our findings from the site visits, and our recommendations relative to types of facilities and sites best suited to the Agency's needs. We will submit the draft report to the Agency for review and comment. We will

also meet with Agency staff to present our findings and the rationale for the site selection conclusions in a workshop meeting.

### ***Subtask 3.6: Prepare Final Site Selection Report***

Based on the results of the workshop meeting together with Agency staff review and comments, we will revise the draft report as appropriate and provide an electronic as well as hard copy of the Final Site Selection Report. We anticipate making up to ten additional bound copies of the Final Site Selection Report, if the Agency desires.

**Task Three Deliverables:** The Site Selection Report that lists the twenty highest ranked sites, including address, maps, score and justification of score for each siting criterion, and any other pertinent information concerning the site, as determined by the ESA team.

## **Task 4: Conceptual Design of Composting Facility**

Based on the results of Task 3 and using the general components of the existing conceptual designs contained within the Countywide Composting Feasibility Study (Brown & Caldwell September 2005) for a green material only, windrow composting facility, the Project Team will provide drawings and a narrative description for up to three recommended sites. Having compiled the top twenty sites in Task 3 above, we understand the SCWMA will select the top sites for our continuation of the project. Our development of the conceptual design will include configuring a conceptual facility on the selected sites and laying out the facility components on the site taking into account site access, topography, relationship to adjacent property, etc. This will include completing the following tasks:

### ***Subtask 4.1: Review Existing Conceptual Design Documents***

Prior studies done by contractors for the SCWMA have identified key aspects of the conceptual design of a windrow composting facility. These documents will be reviewed and summarized so that key aspects of the conceptual facilities can be included in the three layouts.

### ***Subtask 4.2: Develop/Confirm Conceptual Design Criteria***

This task will include a listing of the key facility design aspects from Subtask 4.1 above. This will include reviewing the site capacity requirements and the required physical components of the facility. The key design aspects include, but are not limited to:

- Receiving/pre-processing area

- Windrow composting area
- Curing and storage area
- Wood waste storage and grinding area
- Stormwater retention pond/controls
- Office, parking, and shop space
- Overs storage area
- Finished compost storage/loadout area

All key design variables will be reviewed and confirmed with SCWMA staff at a meeting. Key Design Variables are shown in Table 4-1.

**TABLE 4-1  
KEY DESIGN VARIABLES**

Parameter	Value
Green material throughput	150,000 tons per year
Green material bulk density 594 – 675 pounds per cubic yard	594 – 675 pounds per cubic yard
Windrow configuration	8' x 18' w/10 foot aisles
Curing/Storage area	120 days
Finished compost pile configuration	12' x 20' w/10 foot aisles

### ***Subtask 4.3: Develop Site Layouts***

Conceptual design layouts for up to three facilities will be created. This will include applying the conceptual design elements from Subtask 4.2 into the unique aspects of each of up to three selected sites. Layouts will be created in AutoCAD. A minimum of two layouts will be created for each site, the first will be a Site Location Map showing the basic outline of the site and surrounding land use, roads, and basic infrastructure. The second drawing will be the conceptual Site Plan and layout of the facility on the given site.

### ***Subtask 4.4: Develop Narrative Descriptions of Conceptual Design***

For each of the three layouts, a detailed written description of the site will be provided. Each aspect of the facility will be described including unique or challenging aspects of each site. No cost estimates are proposed as part of this scope.

#### ***Subtask 4.5: Present Draft Conceptual Designs and Descriptions***

The Project Team will participate in a meeting to present and review the three draft conceptual designs before the SCWMA and staff. Based on comments received, final conceptual designs will be completed.

#### ***Subtask 4.6: Final Conceptual Design and Descriptions***

Based on comments received from the SCWMA and others, the Project Team will revise the Conceptual Designs and prepare a final submittal of three conceptual design layouts with narrative descriptions.

**Task Four Deliverables:** The deliverables for Task 4 will include a total of 6 drawings: a Site Location Map and a Conceptual Site Plan for up to three sites. Each drawing will be accompanied by a narrative description of the site and its unique aspects describing the layout of the site and site limitations.

#### **Optional Conceptual Design Tasks:**

#### ***Subtask 4.7 (Optional): Conceptual Layout of Aerated Static Pile System***

The three conceptual design layouts and narrative descriptions are based on a windrow composting system. As an optional task, the Project Team could do a set of the three layouts showing the layout of an aerated static pile system. Emerging regulations from both the regional air and water boards would appear to be driving compost processing to systems with more process control. An aerated static pile system could provide a smaller footprint for the same tonnage processed (thus a smaller footprint for stormwater management) and also improved odor control by using a biofilter.

#### ***Subtask 4.8 (Optional): Conceptual Design Cost Estimate***

No costs or cost estimates will be provided from the above scope of work. As an optional task, the Project Team could develop a conceptual capital cost for the proposed facility. Specific line items would be discussed with the SCWMA, but could include land cost, site development costs, capital costs related to equipment, etc.

### **Task 5: Prepare Administrative Draft EIR**

#### ***Subtask 5.1: CEQA Start-Up***

ESA proposes to initiate CEQA work with a start-up meeting with the SCWMA Project Manager and staff, ESA's project manager and a senior CEQA analyst. The purpose of this meeting will be to review the proposed

approach and scope of work and to determine whether any modifications to the CEQA work plan are necessary. This meeting will also provide an opportunity to confirm assumptions regarding the proposed project and team member roles and responsibilities, and to discuss the SCWMA's overall goals for the environmental review process, target timeframes, and baseline assumptions. A field visit to the project site will be part of the project familiarization, and procedures for site access by the Project Team will be established. ESA's proposal assumes that the Draft EIR will analyze the preferred site and that two other sites would be analyzed as project alternatives.

### ***Subtask 5.2: Prepare Project Description***

In consultation with SCWMA staff, ESA will prepare the project description as early in the process as possible and, following review by SCWMA staff, will incorporate comments and clarifications from staff to ensure a complete, consistent and accurate project description that will be sufficient to serve as the basis for impact analysis. As required by CEQA Guidelines Section 15124, the project description will include the project location and site plan maps; a statement of project objectives; a general description of the project's technical, environmental and economic characteristics; and a statement of the anticipated uses of the environmental documents, including required permits, approvals, and agency review requirements. Additional site details to be included in the project description include land parcels affected, acreage, ownership, easements and topographic information. Project objectives would be determined in consultation with the SCWMA staff.

The project description will include a discussion of the relationship between the project and other applicable plans including the Sonoma County Integrated Waste Management Plan (CoIWMP).

### ***Subtask 5.3: Prepare Data Request for SCWMA***

Although the siting selection includes environmental considerations, it is likely that the environmental analysts will have some questions not addressed before the preparation of the EIR. To fill in the gaps related to information that may be available from the SCWMA, ESA envisions the submittal of a formal data request for additional information early in the process.

### ***Subtask 5.4: Develop Project Alternatives***

From a CEQA perspective, alternatives should be designed to minimize impacts of the proposed project. The EIR will be required to analyze the

No-Project Alternative and this scope assumes that, in addition to the project site, two other alternatives sites will be selected for analysis by the SCWMA.

#### ***Subtask 5.5: Confer with Involved Agencies***

The project team will contact local and state agencies to collect relevant information and to keep up with ongoing, project-related developments at the agencies. The project team will also collect input on the potential environmental concerns associated with the project, in addition to formal agency comments received through the Notice of Preparation process, and collect available relevant information relating to the project site. The Project Team expects to establish contact with representatives of at least the following agencies: Regional Water Quality Control Board (Region 1 or 2), Bay Area Air Quality Management District and/or the Northern Sonoma Air Quality Management District, California Integrated Waste Management Board, US Army Corps of Engineers, California Department of Fish and Game, and affected Cities.

#### ***Subtask 5.6. Prepare and Submit Initial Study / NOP***

ESA will prepare a Notice of Preparation (NOP), with an Initial Study Checklist, that will be distributed to the appropriate agencies (as determined by SCWMA staff). The NOP will initiate a 30-day review period for agencies and the public to provide specific comments about the scope and content of the environmental information related to the responsible agency's area of statutory responsibility which must be included in the Draft EIR (CEQA Guidelines, Section 15082). ESA will submit the NOP to the State Clearinghouse on behalf of the SCWMA as part of this task.

As appropriate, ESA will use the Initial Study checklist to identify environmental issues that do not need to be analyzed in the EIR. For issues that will be addressed in the Draft EIR, the Initial Study will discuss the analyses that will be included in the Draft EIR. As one of the meetings identified in Task 2.2, ESA will assist the Agency in holding a public scoping meeting and will participate in the meeting to receive verbal comments on the scope and content of the EIR.

#### ***Subtask 5.7. Complete Environmental Analyses***

ESA will prepare environmental analyses to determine the potential impacts of the proposed project and to identify appropriate feasible mitigation measures. The completion of the environmental investigations will include the review of available, relevant site-specific data collected during the siting study and information from the data request to the SCWMA. Conclusions identified in the environmental investigations will be developed from independent

analyses prepared by ESA, or based on available data provided by the SCWMA or other agencies and verified by ESA.

The EIR will present the setting, impacts, and mitigation discussions for each of the following topics.

### ***5.7.1 Land Use Planning and Agriculture***

#### **Issues**

As of 2002, Sonoma County had approximately 583,300 acres of agricultural land (57 percent of the County), as determined by the California Department of Conservation. As the primary land use within Sonoma County is agricultural, so it is possible that conflicts with existing zoning for agricultural use may arise. The EIR will address potential impacts of the project on direct conversion of farmlands and indirect effects on agricultural uses in the vicinity of the project. Additionally, the EIR will address potential growth-inducing impacts, and the relationship of the project to current and proposed land use plans and policies of the appropriate jurisdictions, which will depend on site selection and the land uses surrounding the site.

#### **Tasks**

- Describe the character of the region and the area surrounding the project site in terms of existing and planned development patterns and land uses. Identify adopted, planned, and proposed development in the vicinity of the project under the General Plan, zoning and land use policies of the appropriate jurisdiction.
- Describe and map existing land uses and appropriate General Plan land use and zoning designations in the vicinity of the project site.
- Review appropriate General Plan policies and goals, including any policies related to composting, other development standards, and other applicable plans and programs. Describe the effects that the project could have on Williamson Act properties. Discuss the consistency of the project with the applicable plans and programs, and ordinances.
- Quantify the amount of agricultural land subject to permanent conversion to non-agricultural use as a result of the project.
- Using information provided by the appropriate jurisdiction, identify approved and foreseeable future developments that, in combination with the project, could result in cumulative effects.
- Based on applicable laws, policies, and regulations, develop significance criteria to be applied to the impact analysis. Identify any General Plan inconsistencies that may result from implementation of the project. Describe any land use compatibility issues that may arise from implementation of the project, including potential impacts of the project on nearby agricultural operations.



- Identify feasible measures to mitigate identified land use incompatibilities.

### **5.7.2 Aesthetics**

#### **Issues**

The proposed project site would be within Sonoma County. The project proposes a new compost facility on approximately 90 acres of land. The introduction of composting activity would transform the appearance of the site. Windrows and storage piles would be modified on a regular basis. Because of the low height of windrows and storage piles, the project operations may have changing and the resulting visual changes will depend upon the visibility of the composting operations by off-site receptors (such as residences).

Using the criteria identified in Appendix G of the *CEQA Guidelines*, and the County Visual Assessment Guidelines, this EIR section will evaluate the effects of the proposed project on scenic vistas or views, and on the existing visual character in the project vicinity. In addition, the proposed project could create a new source of light and glare.

#### **Tasks**

- Conduct a site reconnaissance to document existing visual/aesthetic conditions at the site and in the vicinity. Conduct photo-documentation of representative views to and from the project site per the County Visual Assessment Guidelines.
- Assess the site's visual sensitivity (ranging from low to maximum rating) and visual dominance of the proposed project (ranging from inevident to dominant), based on guidance from the County Visual Assessment Guidelines.
- Determine the significance of the proposed project by comparing site sensitivity with visual dominance using the thresholds of significance in the County Visual Assessment Guidelines.
- Identify potential sources of intrusive glare and night lighting.
- As appropriate, identify measures to mitigate any significant visual impacts of the project.

#### **Assumptions**

- No visual simulations of the project are included under this scope of work. They can be added for and additional cost if the analysis of the project site requires them. See Task 11; Optional Task #1.

### **5.7.3 Traffic and Transportation**

#### **Issues**

Traffic associated with the proposed new composting facility is anticipated to increase in relation to the existing traffic load. As stated in the RFP, by 2030, the green waste quantities to be transported to the new regional composting facility are projected to be twice the amount currently experienced. The increase in input volume will increase the number of vehicle trips, and could substantially alter existing traffic volumes and traffic patterns on roadways in the vicinity of the selected location. The increased traffic would consist of transfer trucks as well as self-haul vehicles.

The EIR must analyze the effects of the net change in facility-generated traffic (generated by facility employees and vehicles hauling material to and from the site) in terms of traffic operating conditions (degree of congestion and delay), traffic safety, and roadway pavement conditions.

The traffic and circulation scope of work is based on the project description, information in the RFP, and our understanding of the County's EIR requirements for similar efforts. We have reviewed the PRMD traffic analysis guidance document and believe this scope is consistent with PRMD guidance.

#### **Tasks**

- Review existing data and studies performed for the area for appropriateness and to determine additional data needs.
- After the facility's proposed location has been selected, consult with the Agency and Sonoma County to agree on the details of the analytic approach and assumptions (including locations of study intersections and road segments), ensuring that new or revised issues that could be raised during the public scoping process are addressed in the analysis of potential traffic circulation and traffic hazards impacts.
- Conduct field reconnaissance of the road network that serves the selected site.
- Conduct peak-period counts during up to two two-hour periods (selected in consultation with County staff) at up to six intersections, as well as 24-hour automatic vehicle classification counts on up to six roadway segments.
- Evaluate the existing intersection levels of service (LOS) for the up to two periods at the up to six study intersections, based on the existing intersection controls, lane geometries, and peak-hour turning movement volumes.

- Collect three years of collision data for the up to six road segments, through published SWITRS reports. The focus will be on accidents involving trucks, but data will be collected for all vehicle accidents.
- Describe the trip generation and distribution for the existing composting facility operations (daily and peak hours) on the basis of records maintained at the Central Landfill.
- Describe the existing roadway network and traffic conditions in the vicinity of the site, in terms of roadway geometrics, traffic controls, traffic volumes and traffic safety/accident conditions, using available data and field reconnaissance.
- Identify planned road improvements in the project vicinity.
- Estimate the trip generation characteristics for the proposed composting facility for daily and peak-hour conditions on the basis of existing patterns and proposed changes to those patterns.
- Calculate existing plus project intersection LOS for the up to two analysis periods and identify significant project impacts, using significance criteria established by the County.
- Estimate cumulative traffic volumes at the study intersections for scenarios with and without the proposed project, based on buildout of the study area. The scenario without the proposed project will be derived by either the use of traffic growth factors (obtained from the County) or the use of projected traffic volumes from approved and/or pending projects that may contribute traffic to study intersections (from the latest inventory of development projects), or a combination of the two approaches.
- Calculate cumulative-condition peak-hour intersection LOS (with and without the project) and identify significant impacts. The percentage of cumulative growth at study intersections that is attributable to the proposed project will be reported.
- Perform a review of the project site access, including evaluation of available sight distance at the driveway location(s) with respect to safety concerns. Emergency vehicle access will also be evaluated.
- Compute Traffic Indices (TI) for the up to six study roadway segments to provide information necessary to evaluate project impacts on pavement structural integrity (i.e., pavement deterioration).
- Describe future traffic conditions, and significant impacts (if any), resulting from the proposed project, in terms of traffic operating conditions, traffic safety, and pavement deterioration.
- Identify and evaluate mitigation measures that would reduce or eliminate significant traffic impacts. All mitigation measures included in the EIR will be written with language appropriate for inclusion in the Conditions of Approvals findings and with specificity needed for the project Mitigation Monitoring Plan. Level of significance after implementation of mitigation measures will be determined.

#### ***5.7.4 Public Services, Utilities and Service Systems***

##### **Public Services, Utilities and Service Systems**

The proposed project would require electricity, and water; as well as storm water drainage, a stormwater detention pond, and waste disposal and wastewater services. Water needs could be substantial during dry conditions and the EIR will analyze the adequacy of the proposed water supply, including the potential sources of reclaimed water. While the project is not expected to result in a significant increase in demands on utilities or service systems, an analysis of these potential impacts will be conducted to confirm this assumption. In addition, public services (i.e., schools, libraries, etc.) are not expected to experience detrimental impacts as a result of the project and existing law enforcement, and fire protection providers will continue to provide coverage of the site. Many compost sites in California have had fires, so the EIR will identify that status of fire protection at the project site. However, an analysis of these potential impacts will also be conducted to confirm this assumption.

##### **Tasks**

- Review and evaluate all plans for the provision of utilities and service systems to the project site.
- Analyze the adequacy of the water supply for the project, including any potential for the use of recycled water.
- Evaluate potential changes in service needs as a result of implementation of the project.
- Consult with local service providers and agencies to determine any unforeseen impacts to existing levels of service.
- As needed, incorporate mitigation measures or other recommendations pursuant to service provider consultation.

##### **Assumptions**

We assume that the Sonoma County Waste Management Agency will provide us with specific plans for the provision of utilities and service systems as well as any available estimates of utilities and service systems needs for project construction and operation.

#### ***5.7.5 Hydrology and Water Quality***

##### **Issues**

The drainage of the project site will need to be assessed. The conceptual design will include hydrological calculations for drainage improvements and sediment basin sizing. Based upon the unique characteristics of the project site and the potential to affect off-site water resources, ESA will analyze the

water supply and the need for periodic monitoring of storm water runoff and the performances of the sediment basin.

### Tasks

- Using maps, available resources from affected jurisdictions, and field observations, ESA will formulate an understanding of the surface hydrology of the project area and vicinity giving particular attention to significant drainage features and facilities, and local storm water collection infrastructure that serves the project area. Information to be acquired under this task includes local climatic data, local surface water flow patterns, any creek information (i.e. seasonal flow, water quality, discharge points, beneficial uses), specifications on storm water drainage infrastructure, areas of existing groundwater contamination, and current surface water management strategies. This information is essential for developing the existing conditions section of the Hydrology and Water Quality Chapter.
- As part of the environmental setting section, ESA will identify and describe the local, regional, state, and federal agencies that may have jurisdiction over the project with respect to hydrology, drainage issues, and water quality. These include, but are not necessarily limited to, the Regional Water Quality Control Board (RWQCB), Department of Toxic Substances Control (DTSC), the Federal Emergency Management Agency (FEMA), and the Sonoma County Water District (SCWD).
- ESA will review the proposed grading and drainage plan and by reviewing available drainage studies conducted for the project, determine whether the expected drainage patterns and volumes expected would differ substantially over that occurring under current conditions. This task could require the use of a basic surface water model such as the USDA's TR-55.
- If an on-site well is used as the water supply source for the facilities, the impact on groundwater supplies will be analyzed.
- ESA will evaluate storm water quality control management strategies proposed under the project to determine whether the proposed strategies would effectively degrade, control, or improve the quality of storm water flowing off the proposed site. ESA will review project construction techniques and sequencing to determine the potential for substantial, short-term, construction-related water quality impacts.
- ESA will review current online versions of the FEMA's Flood maps to determine whether the area is susceptible to flooding under extreme storm and tidal events. ESA will assess whether the project's proposed configuration would significantly alter flood flows to the extent that neighboring properties could be affected.
- ESA will prepare an Impacts and Mitigations Measures section for the Hydrology and Water Quality chapter, which is based on an evaluation of the effects the project would have on local and downstream surface hydrology and water quality. The hydrologic impact analysis and determination of significance will be based on significance criteria that

generally conform to Appendix G of the 2006 CEQA guidelines. Depending on the results of the impact analysis, if necessary and appropriate, ESA would identify appropriate mitigation measures to reduce identified impacts to a reduced level of significance.

### **5.7.6 Air Quality**

The project site will be within Sonoma County, which is part of the San Francisco Bay Area Air Basin. The San Francisco Bay Area Air Basin is designated as a “nonattainment” area with respect to state standards for ozone, PM10, and PM2.5 (particulate matter that is 10 microns or less in diameter and 2.5 microns or less in diameter, respectively) and “marginal nonattainment” with respect to the federal 8-hour ozone standard. Regional air quality plans have been developed to improve air quality within the Basin through enhanced control measures.

Depending on the location of the project site, either the Bay Area Air Quality Management District (BAAQMD) or the Northern Sonoma County Air Quality Management District (NSCAQMD) would be the agency responsible for enforcing air quality regulations. The remainder of this air quality scope of work assumes that the BAAQMD would be the agency responsible for enforcing air quality regulations, as their requirements for CEQA analysis are more demanding than those of the NSCAQMD. Should the project site be in the are of the NSCAQMD, the scope of work would be modified to account for the regulations of the NSCAQMD.

The BAAQMD has established not only criteria for assessing the significance of air quality impacts of projects but also screening criteria for determining the necessity of a detailed air quality analysis. The air quality analysis will also focus on the cumulative effect of the project relative to other development in Sonoma County and the relationship between County-wide growth and the regional *Bay Area Clean Air Plan*.

Air quality issues for the project include the following:

- 1) during construction activities, the project would generate dust that could cause local violations of particulate standards; and ozone precursors from engine emissions.
- 2) future uses could contribute to regional ozone and particulate matter primarily through the generation of motor vehicle trips and compost off-gasing of volatile organic compounds (VOC, an ozone precursor);
- 3) both construction and operation of the project would result in greenhouse gas emissions;

- 4) the project site could experience odor problems that would affect surrounding residences.

### Tasks

- Discuss the regional and local air quality setting as it pertains to the project. Summarize the local and regional meteorology, topographic factors affecting pollutant dispersion, and ambient air monitoring data. Discuss current air quality management efforts that may have an effect on the project. Identify sensitive air pollutant receptors in the proposed project vicinity.
- Use the California Air Resources Board (CARB) OFFROAD 2007 Model to estimate criteria air pollutant emissions from off-road construction equipment and the CARB EMFAC 2007 Model to estimate emissions from on-road vehicles during construction and operation of the project. Also, emissions of VOC and ammonia will be estimated for composting operations based on the most recent opinions from the California Integrated Waste Management Board (CIWMB) and other industry experts on the proper emission factors for this type of compost facility. Identify whether the air quality emissions from these activities would exceed BAAQMD significance criteria for NO<sub>x</sub>, ROG, PM<sub>10</sub> and CO.
- In accordance with the BAAQMD CEQA Guidelines, ESA will analyze locations near congested roadways for potential CO hotspots. Due to improvements in vehicle emissions, congested roadways normally do not generate CO hotspots. ESA will review four of the most congested intersections to determine if the CO levels approach national or state standards for 1-hour CO concentrations.
- Evaluate the estimated emissions of greenhouse gas emissions, primarily CO<sub>2</sub>, generated by off-road equipment and motor vehicle traffic associated with short-term construction and long-term operation of the project. Discuss the effect that the composting process has upon greenhouse gas emissions.
- Evaluate the odor impacts of the composting operations. ESA will describe the BAAQMD odor regulation (Regulation 1-301 Public Nuisance) as well as the odor control responsibilities of the Local Enforcement Agency (LEA). ESA will make a data request to the BAAQMD and to the LEA regarding the history of odor violations at the existing compost operations at the Central Landfill site. ESA will discuss typical measures to reduce odors at windrow compost facilities. ESA will propose a Progressive Odor Monitoring Plan for the facility to be included in the project's Mitigation Monitoring Plan.
- Identify practical, feasible mitigation measures for air quality impacts identified for the project. Evaluate whether mitigation measures would

reduce the impacts below a level of significance and identify the parties responsible for implementing each measure. Incorporate standard mitigations provided by the County, as appropriate.

### **5.7.7 Noise**

The project would include additional noise sources that could affect noise-sensitive receptors in the project area. The EIR analysis will include noise measurements by ESA to characterize the existing noise environment at the site and at sensitive receptors in the vicinity of the project. Noise generated by off-road equipment and on-road vehicles during construction and operational activities associated with project development would affect the ambient noise environment based upon various factors: 1) the proximity of noise-sensitive uses (e.g., residences), 2) the character of project noise sources (impulsive versus constant), 3) the temporal distribution of project-related noise (e.g., daytime versus nighttime), 4) the presence or absence of intervening terrain, 5) the existing ambient noise levels, and 6) the importance of quiet to the community as reflected in the noise/land use compatibility guidelines contained in the Sonoma County Noise Element of the General Plan. ESA will assess project and cumulative noise impacts with reference to the change in noise levels at noise-sensitive locations in the vicinity and with reference to noise/land use compatibility guidelines contained in the County's Noise Element and will devise, where necessary, feasible, appropriate noise mitigation measures in accordance with CEQA.

#### **Tasks**

- Describe and discuss existing major noise sources in the vicinity of the project area based on information available from the Sonoma County General Plan Noise Element, field reconnaissance, and site specific noise measurements. Noise measurements will include up to three (3) 48-hour measurements and up to ten (10) short-term 5-minute measurements.
- Summarize applicable noise regulations, policies, and standards, including the Sonoma County noise/land use compatibility guidelines in the County General Plan Noise Element.
- Identify the noise-sensitive land uses or activities in the vicinity of the project area and roads that will receive traffic generated by project development.
- Discuss construction equipment noise levels expected and appropriate mitigation measures for noise.
- Estimate (as needed) future noise levels at sensitive land uses adjacent to access roads to the project site. These estimates will be



based on traffic estimates as the input data for the Federal Highway Administration Highway Traffic Noise Prediction Model.

- Compile “reference” noise levels from individual pieces of equipment and activities that are representative of those proposed for the project site. Reference noise levels will provide the basis for estimating future composite noise levels due to the project at noise-sensitive locations. ESA will develop reference noise levels based on published information contained in environmental documentation on similar types of projects.
- Estimate the change in noise levels at noise-sensitive land uses in the project vicinity based on the project description (activity levels, locations of equipment and activities, numbers of truck trips, and hours of operation), the reference noise levels discussed above, the distance between project noise sources and the noise-sensitive uses, presence or absence of intervening terrain, and existing background noise levels at the noise-sensitive locations.
- Evaluate the potential for significant noise impacts based on the estimated change in noise levels at noise-sensitive uses.
- Identify feasible, appropriate noise mitigation measures to avoid or reduce adverse impacts in consultation with the County and the project applicant.

### **5.7.8 Biological Resources**

ESA will evaluate the project’s potential to directly or indirectly affect biological resources in the study area. Cumulative, interrelated, and interdependent effects will also be evaluated. Mitigation measures will then be identified to reduce the significance of potential impacts. This process is detailed below.

#### **Approach**

- ESA will review all background reports provided by the project team that address biological resources, wetlands, and other information relevant to the project site. The objective of this task is to capture the existing information so that background information is not duplicated.
- ESA will conduct a background data search on special-status plants and wildlife that may occur in the project area. Our data search will include information from the California Natural Diversity Database, the U.S. Fish and Wildlife Service (USFWS), and literature on particular special-status species. We will develop a list of potential special-status species based on the background data analysis.
- ESA will identify special-status species that can be affected by project implementation and will verify the potential for each special-status

species to occur on the project site. We also will obtain any additional information on special-status species, communities of concern, and permit requirements via agency consultation.

- Based on field investigations, aerial photography, and existing studies, ESA will update and prepare a detailed map of the project area illustrating the plant community types and wetlands. We will review previous wetland delineations and supporting documentation, if any are available.
- ESA will describe onsite wetland features and other potential Waters of the U.S. that are subject to federal jurisdiction.
- ESA will describe onsite natural plant communities and note which (if any) are of special concern because of their rarity, sensitivity, importance as wildlife habitat, or potential to support special-status species.
- ESA will summarize federal, state, and local policies and regulations as they pertain to biological resources in the proposed project area. A discussion of the role of appropriate agencies, such as USFWS, CDFG, and the U.S. Army Corps of Engineers (Corps), also will be included.
- ESA will evaluate the Proposed Project and alternatives to identify potential impacts to biological resources, including wetlands. We will discuss the significance of any direct habitat loss, indirect disturbance, or hydrological changes that may occur as a result of the proposed project, as well as the specific amount of any habitat removal. Cumulative impacts will also be addressed.
- ESA will identify the thresholds for significance under CEQA and determine whether any of the identified impacts meet the significance criteria. If they do, we will identify mitigation measures based on current federal regulatory guidelines and policies.
- ESA will identify mitigation measures to minimize or eliminate each significant impact, noting where authority and responsibility reside for carrying out these measures. The objective of this task is to identify mitigation measures for each identified impact that will reduce the impact below the identified threshold of significance. We will specify an appropriate monitoring program for each mitigation measure. We will develop mitigation measures and monitoring programs following consultations with appropriate resource agencies so that the EIR will reflect the likely judgments of these agencies.

### **5.7.9 Cultural Resources**

#### **Issues**

ESA will conduct the cultural resource analysis for the project. Generally, if any archaeological resources are uncovered during the construction of the project, all work in the vicinity of the find would be halted immediately and a

qualified archaeologist would immediately make an evaluation. Depending on the evaluation of the archaeologist, further monitoring could be required.

The primary issue with respect to cultural resources is the potential presence of cultural resources within the project area. To address this issue, the project area should be subjected to a cultural resources survey to determine whether any such resources are in fact present. The issue of potential adverse affects becomes moot if no cultural resources are discovered. If cultural resources are found to be present within the study area, then specific recommendations can be developed to eliminate or reduce potential impacts to an acceptable level.

#### **Tasks**

- Review of the files at the Northwest Information Center, Sonoma State University to determine whether any archaeological sites have been recorded on the project site or within the immediate vicinity. This review of files would also be used to develop expectations about the locations and types of cultural resources that may be present within the study area.
- Contact with the Native American Heritage Commission (NAHC) and local Native American groups and individuals listed by the NAHC, and local historical societies to solicit information and concerns they may have about the project.
- Conduct a field inspection of the proposed project site to search for visible evidence of prehistoric and historic use of the project site.
- Identify feasible mitigation measures to avoid, reduce, or offset any potentially significant impacts identified.

#### **5.7.10 Alternatives**

In addition to the proposed project, the EIR will evaluate a range of alternatives. ESA will work with SCWMA staff and information received during the scoping process to define the alternatives to be analyzed. As indicated in the RFP Addendum, our scope of work includes two off-site alternatives. In addition ESA proposes either a Reduced-Intensity or Modified Design on-site Alternative and the No Project Alternative. In all ESA proposes to analyze four project alternatives. The EIR may also identify other alternatives which were identified or considered and rejected as infeasible.

#### **5.7.11 Other CEQA Sections**

In addition to the sections referenced above, we will provide all other CEQA sections (areas of controversy, significant and unavoidable impacts, list of

persons and agencies consulted, etc.), as required by Section 15120 et seq. of the CEQA Guidelines.

The following resource areas are not expected to be affected by the project and will be identified in the NOP/ Initial Study Checklist as not requiring further analysis in the EIR.

- Recreation
- Geology and Soils
- Hazards and Hazardous Materials
- Mineral Resources
- Population and Housing

**Task Five Deliverables:** ESA will deliver the Administrative Draft EIR with as identified in the RFP. Three hard copies (recycled-content paper) and one electronic copy of the Administrative Draft EIR and Mitigation Monitoring Plan. One copy shall be unbound and suitable for photocopying.

Text pages shall be a standard 8.5" x 11" format. Figures may be 11" x 17", but 8.5" x 11" format copies shall be provided. Appendixes will be individually paginated.

### **Task 6: Prepare Draft EIR**

**Assumption:** SCWMA staff will provide ESA with one set of consolidated comments on the Administrative Draft EIR (ADEIR).

ESA will revise the ADEIR based on SCWMA comments and provide a final administrative draft for review to the SCWMA staff. Once the final review has been completed and comments provided to the contractor, one screen copy of the Draft EIR will be submitted for the SCWMA's review. Upon approval of the screen copy of the Draft EIR, ESA will print copies for distribution.

**Task Six Deliverables:** ESA will provide one copy of the final administrative draft for review. ESA will prepare one screen copy of the Draft EIR. ESA will print sixty copies of the Draft EIR plus attachments; plus one unbound copy suitable for photocopying; and 30 CDs in Adobe Acrobat (.pdf) format containing the Draft EIR. Prior to preparing the CDs, ESA will interface with SCWMA's staff to ensure that electronic information is consistent with SCWMA's format.

### **Task 7: Attend Hearings on Draft EIR**

ESA will have key staff available at the Draft EIR public hearing to present key parts of the environmental analysis and answer questions posed by the

SCWMA. ESA will prepare a written summary of the relevant oral and written comments on the Draft EIR (from an audiotape of the hearing proceedings provided by the SCWMA).

**Task Seven Deliverables:** ESA will provide one unbound draft summary of the Draft EIR hearing comments to the SCWMA and one unbound final summary of the Draft EIR hearing comments.

### **Task 8: Respond to Comments and Prepare Administrative Final EIR**

ESA will prepare an Administrative Final EIR, which will consist of the written corrections to the Draft EIR, a summary of verbal comments received at hearings on the Draft EIR, responses to all the comments as required by the CEQA Guidelines, and any appropriate revisions to the text of the Draft EIR. All written comments will be numbered and all changes to the text of the Draft EIR and/or the Mitigation Monitoring Plan will be highlighted, and responses keyed to the appropriate comment numbers. All text changes to the Draft EIR will be “collected” in one chapter of the Final EIR, ordered by the page number that the changes appeared in the Draft EIR. In this manner the reader can quickly determine how any of the pages in the Draft EIR are changed by information in the Final EIR. As we do on many of our EIRs, ESA proposed to collect these changes in a chapter called “Text Changes to the Environmental Impact Report”. Additions will be shown in underline text. Deletions will be shown in ~~strikeout~~ text. This process fully complies with the requirements of CEQA and saves paper, time, and money, when compared to reprinting the entire Draft EIR showing text changes.

**Task Eight Deliverables:** ESA will provide three hard copies (recycled-content paper) and one electronic copy of the Administrative Final EIR and Mitigation Monitoring Plan. One copy shall be unbound and suitable for photocopying.

### **Task 9: Prepare Final EIR**

In response to one set of comments by the SCWMA on the Administrative Final EIR, ESA will revise the Administrative Draft Final EIR as necessary and prepare a Final EIR for distribution. It is assumed that the SCWMA will distribute the copies of the Final EIR.

**Task Nine Deliverables:** ESA will provide one screen copy of the Final EIR. ESA will provide fifty copies of the Final EIR plus attachments, plus one unbound copy suitable for photocopying and 10 CDs in Adobe Acrobat (.pdf) format (compatible with SCWMA format) containing the Final EIR.

### **Task 10: Attend Hearings on the Final EIR**

ESA will work with SCWMA staff to prepare Resolution Findings for the Final EIR. ESA will provide key technical staff to respond to questions posed by the SCWMA Board of Directors at the hearing on the Final EIR.

**Task Ten Deliverables:** ESA key staff will attend the hearing on the Final EIR. ESA will prepare the first draft of the SCWMA Board of Directors Resolution Findings Exhibits A, B and C.

EXHIBIT “A” Significant Impacts that can be mitigated to a less-than-significant level

EXHIBIT “B” Significant Impacts that cannot be fully mitigated

EXHIBIT “C” Alternatives

### **Task 11: Other Necessary Tasks**

This section sets aside Twenty-Five Thousand Dollars (\$25,000) in funds to cover unforeseen costs related to special studies, monitoring, reporting, or related tasks not identified elsewhere in the Agreement. These funds shall not be available to the consultant except by written authorization of the Sonoma County Waste Management Agency Executive Director. The inclusion of these funds in the Agreement does not guarantee the use of these funds. The scopes of work for some potential optional tasks are provided in below. The estimated costs of these tasks are provided separately in Table 4.2 Price Proposal for Optional Tasks. ESA will provide additional cost estimates as requested by SCWMA staff.

#### ***Optional Task #1 – Visual Simulations***

As an optional task, ESA will prepare a set of photo realistic renderings to support the EIR visual quality analysis and to facilitate public understanding of the project. The simulations will use site photography taken from representative public viewpoints and use verifiable and objective methods.

#### ***Tasks and Specific Techniques***

- **Data Review and Site Photography.** Collect and review pertinent information including current existing topographic information and proposed facility plans including any structures and grading plans. Conduct a site visit and, using a 35mm SLR camera, photograph the project site from representative public vantage points. Site photography will be documented using photo log sheet and base map annotation. Photographs to be used for the simulations will be selected in consultation with SCWMA staff.

- **Visual Simulations.** Using advanced computer modeling and rendering techniques, produce visual simulations showing the proposed project superimposed on selected photographic views. The simulations will illustrate the proposed terrain changes including proposed composting pilings and any associated facilities. The simulation images will be presented as accurate “before” and “after” views of the project. They will convey a level of detail based on available project description data.

ESA assumes the following information is available: proposed site plan showing proposed terrain changes; proposed use change including materials and color treatment, and an aerial photograph of the project site and surrounding area.

For cost estimating purposes, a total of three simulation viewpoints per location are assumed. From each viewpoint, one “before” and at one “after at full operation” image will be produced. One review/revision cycle is included. The level of detail portrayed in the simulations would be consistent with the level of detail contained in the EIR project description.

### ***Optional Task #2 – Health Risk Assessment***

ESA will provide the Health Risk Assessment (HRA) that focuses upon the risks from increased toxic gases and a fungus, *Aspergillus fumigatus*, that would be emitted in the project area. ESA proposes to perform a generic HRA for this project that could be scaled to the selected site. The generic HRA will have considerable information (i.e., number of truck trips, size of windrows and the windrow area, and annual compost volumes) that would apply to any of the sites and may provide important information in selecting a site, based on distances to sensitive receptors near the compost windrows or the haul routes leading to the facility. ESA will review the current research on effects of *Aspergillus* and use the dispersion information from KB Environmental Sciences, Inc. (KBE) to determine off-site concentrations of *Aspergillus*. ESA has worked with KBE on several projects to assess the effects to sensitive receptors along haul routes of diesel particulate matter from haul trucks to new or expanded facilities. Robert Vranka, Ph.D., of ESA will write up the results of the *Aspergillus* research and the DPM and ammonia dispersion modeling.

KBE will provide technical assistance for a Health Risk Assessment (HRA) due to truck traffic and composting operations. The compost facility would likely emit two toxic air contaminants (TAC), diesel exhaust and ammonia, in amounts that could expose people to elevated levels. Diesel exhaust represents about two-thirds of the population cancer burden from air pollutants in California. Ammonia has not been classified as a carcinogen by CARB but does include a chronic and acute health impact. Emissions of DPM will be estimated using CARB’s EMFAC2007 and OFFROAD2007 while emissions of ammonia will be estimated using South Coast Air Quality

Management District's Technology Assessment for Proposed Rule 1133: Emission Reductions from Composting and Related Operations (dated March 22, 2002). EPA's SCREEN3 and/or AERMOD dispersion model will be used to estimate ambient concentrations and the HRA will be developed based on OEHHA's *Air Toxics Hot Spots Program Risk Assessment Guidelines* and/or the Hotspots Analysis and Reporting Program (HARP) model. An initial screening analysis will be conducted based on preliminary information regarding the number of truck trips and other operational parameters to determine the range of cancer risks and health impacts relative to distances to receptors. This screening analysis will be based on worst case meteorological conditions. Once site selection alternatives are determined, representative meteorological data and actual receptor locations will be analyzed, along with more refined operational data.

### ***Optional Task #3 – Public Involvement & Community Relations***

Planning, siting, designing, and constructing a public facility can result in local interest and concerns about the need for, purpose of, and impacts from the facility, particularly if the facility affects community aesthetics and quality of life. Community acceptance of new facilities is built through carefully planned communication as the technical details develop. A “no surprises” approach, including early and honest communication, builds trust and understanding for the project, the process, and the agency. As an independent, third-party public involvement specialist, CirclePoint can provide SCWMA with review, guidance, and coaching on the timing and techniques that will build trust and acceptance. Further, CirclePoint can assist with the development of messages and materials that provide sensitive, clear, simple communication of the technical details of the project. And, if necessary, CirclePoint can provide objective facilitation and process support for meetings and workshops so that agency staff and management can focus on the substantive issues, discussion, and negotiation. We can advise and coach or take on any part of the communications strategy when agency staff need support.

ESA has worked with CirclePoint (formerly Public Affairs Management) for more than a decade on many high-profile projects throughout California. They provide another perspective to a appropriateness and thoroughness of the public involvement aspect of a project. They also provide effective tools and trained staff that can help coordinate large public involvement efforts, which could be of benefit if there becomes a large number of persons interested in or affected by the proposed compost sites that are selected.



Our initial costing for the project assumes a senior staff member from CirclePoint's Napa office would review a draft of the Work Plan and provide recommendations on any additional public involvement steps that should be included in the Work Plan.

TABLE 4-1: PRICE PROPOSAL  
ESA Labor Detail and Expense Summary  
Revised July 31, 2007

Task Number / Description		Sicular	Miller	Sherman	Martorana	Grattidge	Morales, M	Hecock	Hudson	Fain	Morales, E	Hutchison	Schnabel	Fischer	Lee		Administrative Staff Hours					Total Hours	Total Labor Price
		PD	PM	Tec Advisor	Cultural	Planning	Noise/AQ	Land Use	Hydrology	Alts./CEQA	Alts./CEQA	Traffic	Traffic	Biological	Biological	Subtotal	Wyatt	Allen	Patrus				
Hourly Billing Rate		\$160	\$160	\$170	\$100	\$145	\$90	\$100	\$160	\$115	\$100	\$160	\$100	\$185	\$100		\$ 95	\$125	\$80	\$65			
Task 1	Submit a Work Plan (includes 1 meeting 5 key people [3 ESA])	12	40	12	-	-	-	-	-	-	-	-	-	-	-	\$ 10,360			2		\$ 160	66	\$ 10,520
Task 2	Meetings (Included in Task 1, 3, 7 and 10)				-		-	-		-	-		-	-	-	\$ -					\$ -	-	\$ -
Task 2.1	Monthly Phone Conferences (4 persons per call x 8 months [2 ESA])		8			8										\$ 2,440					\$ -	16	\$ 2,440
Task 2.2	Additional Meetings (3 additional meeting with Agency - 4 persons [2 ESA])		24			24										\$ 7,320					\$ -	48	\$ 7,320
Task 3	Site Evaluation (includes 1 meeting 5 key people [3 ESA] - and Summary Notes)	8	36	-	-	8	-	-	-	-	-	-	-	-	-	\$ 8,200		40			\$ 5,000	92	\$ 13,200
Task 4	Conceptual Design of Composting Facility	-	16	-	-	-	-	-	-	-	-	-	-	-	-	\$ 2,560					\$ -	16	\$ 2,560
Task 5	Prepare Administrative Draft EIR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -					\$ -	-	\$ -
5.1	CEQA Start-Up	-	8	-	-	8	-					-	-	-	-	\$ 2,440					\$ -	16	\$ 2,440
5.2	Prepare Project Description	-	16	4	-	-	-	24	-			-	-	-	-	\$ 5,640					\$ -	44	\$ 5,640
5.3	Prepare Data Request for SCWMA	-	8	-	-	4	4	-	4	-	-	4	-	4	-	\$ 4,240					\$ -	28	\$ 4,240
5.4	Develop Project Alternatives	-	8	-	-	12	-	-	-		20	-	-	-	-	\$ 5,020	4	8			\$ 1,380	52	\$ 6,400
5.5	Confer with Involved Agencies	-	4	-	-	-	4	-	8	-	-	-	-	4	8	\$ 3,820					\$ -	28	\$ 3,820
5.6	Prepare and Submit Initial Study / NOP	8	16	-	4	16	-	-	8	-	-	4	-	4	-	\$ 9,220					\$ -	60	\$ 9,220
5.7	Complete Environmental Analyses	16	16	-	-	-	-	-	-	-	-	-	-	-	-	\$ 5,120	40	24	40	40	\$ 12,600	176	\$ 17,720
5.7.1	Land Use Planning and Agriculture	-	2	-	-	12	-	60	-	-	-	-	-	-	-	\$ 8,060		16			\$ 2,000	90	\$ 10,060
5.7.2	Aesthetics	-	8	-	-	16	-	-	-	-	-	-	-	-	-	\$ 3,600	4				\$ 380	28	\$ 3,980
5.7.3	Traffic and Transportation	-	2	-	-	-	-	-	-	-	-	52	88	-	-	\$ 17,440					\$ -	142	\$ 17,440
5.7.4	Public Services, Utilities and Service Systems	-	2	-	-	8	-	-	-		64	-	-	-	-	\$ 7,880					\$ -	74	\$ 7,880
5.7.5	Hydrology	-	-	-	-	-	-	-	20	70	-	-	-	-	-	\$ 11,250					\$ -	90	\$ 11,250
5.7.6	Air Quality	-	6	-	-		40	-	-	-	-	-	-	-	-	\$ 4,560					\$ -	46	\$ 4,560
5.7.7	Noise	-	6	-	-	-	40	-	-	-	-	-	-	-	-	\$ 4,560					\$ -	46	\$ 4,560
5.7.8	Biological Resources	-	-	-	-	-	-	-	-	-	-	-	-	20	75	\$ 11,200		8			\$ 1,000	103	\$ 12,200
5.7.9	Cultural Resources	-	-	-	30	-	-	-	-	-	-	-	-	-	-	\$ 3,000					\$ -	30	\$ 3,000
5.7.10	Alternatives	-	-		8	-	8	8	-	8	24	16	-	-	21	\$ 10,300	8	8			\$ 1,760	109	\$ 12,060
5.7.11	Other CEQA Sections	-	-	-	-	-	-	-	-	-	24	-	-	-	-	\$ 2,400					\$ -	24	\$ 2,400
Task 6	Prepare Draft EIR (ADEIR II, Screen Copy, 60 hardcopies, 30 CDs)	8	30	-	-	16	16	30	-	-	20	-	-	-	-	\$ 14,840	16	8	40	8	\$ 6,240	192	\$ 21,080
Task 7	Attend Hearing on Draft EIR (includes 1 meeting 5 key people - [4 ESA] & Summary Notes)	-	16	-	-	8	-	-	8	-	-	8	-	-	-	\$ 6,280					\$ -	40	\$ 6,280
Task 8	Respond to Comments and Prepare Admin. Final EIR (3 hardcopies + 1 electronic)	8	40	-	-	40	20	20	8	20	-	-	-	12	32	\$ 26,280	16		40		\$ 4,720	256	\$ 31,000
Task 9	Prepare Final EIR (One Screen Copy + 50 hardcopies + 10 CDs)	8	20		-	20	10	10	4	10	-	-	-	18	-	\$ 14,400	16		40		\$ 4,720	156	\$ 19,120
Task 10	Attend hearing for Final EIR (includes 1 meeting 5 key people [4 ESA] - & Summary Notes)	-	16	-	-	8	-	-	8	-	-	8	-	-	-	\$ 6,280					\$ -	40	\$ 6,280
Task 11	Other Necessary Tasks (Upon written authorization of Executive Director)															\$ -					\$ -	-	\$ 25,000
	Project Management	16	76	4	-		-	-		-	-		-	-	-	\$ 15,400					\$ -	96	\$ 15,400
																\$ -					\$ -	-	\$ -
																\$ -					\$ -	-	\$ -
																\$ -					\$ -	-	\$ -
																\$ -					\$ -	-	\$ -
																\$ -					\$ -	-	\$ -
Total Hours		84	424	20	42	208	142	152	68	108	152	92	88	62	136		104	112	162	48		2,204	
Subtotals - Labor Hours		\$ 13,440	\$ 67,840	\$ 3,400	\$ 4,200	\$ 30,160	\$ 12,780	\$ 15,200	\$ 10,880	\$ 12,420	\$ 15,200	\$ 14,720	\$ 8,800	\$ 11,470	\$ 13,600	\$ 234,110	\$ 9,880	\$ 14,000	\$ 12,960	\$ 3,120	\$ 39,960		\$ 299,070
Percent of Effort - Labor Hours Only		3.8%	19.2%	0.9%	1.9%	9.4%	6.4%	6.9%	3.1%	4.9%	6.9%	4.2%	4.0%	2.8%	6.2%		4.7%	5.1%		2.2%		100.0%	
Percent of Effort - Total Project Cost		2.6%	13.0%	0.7%	0.8%	5.8%	2.5%	2.9%	2.1%	2.4%	2.9%	2.8%	1.7%	2.2%	2.6%		1.9%	2.7%		0.6%			57.4%

ESA Labor Costs

\$299,070

Communications Fee of 3% on ESA Labor Costs

\$8,972

ESA Non-Labor Expenses

Reimbursable Expenses (see Attachment A for detail)

20,199

ESA Equipment usage (see Attachment A for detail)

1,810

Subtotal ESA Non-Labor Expenses

\$22,009

Subconsultant Costs (see Attachment B for detail - includes 10% fee)

\$190,875

TOTAL PROJECT PRICE

\$520,926

Task 5 Total

138,870

Task 8 & 9 Hours

200

100

**TABLE 4-2: PRICE PROPOSAL FOR OPTIONAL TASKS**

Revised July 30, 2007

									Subconsultant Costs		ESA Other Direct Costs	TASK TOTAL PRICE
	Miller	Vranka	Morales, M	Wyatt	Teitel	Labor	3%	Total ESA	Includes 10% Fee			
	PM	AQ	AQ	Photos	VisSim	Subtotal	Comm.	Labor Price				
Hourly Billing Rate	\$160	\$160	\$90	\$95	\$95		Fee		CirclePoint	KBE		
# / Description	Hours per person/ Per Task											
#1 -- Visual Simulations (Price is per location - three simulation viewpoints are assumed for each location)	4			8	24	\$ 3,680	\$ 110	\$ 3,790	\$ -	\$ -	\$ 200	\$ 3,990
#2 -- Health Risk Assessment	4	24	24			\$ 6,640	\$ 199	\$ 6,839	\$ -	\$ 3,300	\$ -	\$ 10,139
#3 -- Public Involvement & Community Relations						\$ -	\$ -	\$ -	\$165/Hr			\$ -

# Attachment A

## Pricing Proposal

### ESA Non-Labor Expenses

<b>Reimbursable Costs</b>		
Project Supplies	\$	518
Printing/Reproduction	\$	9,200
Document and Map Reproductions	\$	288
Postage and Deliveries	\$	1,311
Mileage	\$	2,530
Vehicle Rental	\$	460
Lodging	\$	460
Airfare	\$	-
Other Travel Related	\$	1,408
Traffic Counts/ Travel/ Software	\$	4,025
0	\$	-
0	\$	-
Subtotal Reimbursable Costs	\$	20,199
15% Fee (Included as shown)	\$	-
<b>Total Reimbursable Costs</b>	<b>\$</b>	<b>20,199</b>

<b>ESA Equipment Usage</b>		
Company Vehicle Usage	\$	500
HP Plotter	\$	200
GIS Computer Time	\$	210
Trimble GeoXT GPS	\$	-
Laptop Computers	\$	-
LCD Projector	\$	-
Noise Meter	\$	500
Sample Pump	\$	-
Surveying Kit	\$	-
Field Traps	\$	-
Digital Planimeter	\$	-
Cameras/Video/Cell Phone	\$	200
Miscellaneous Small Equipment	\$	200
<b>Total Equipment Usage Costs</b>	<b>\$</b>	<b>1,810</b>

**Attachment B**  
**Cost Proposal (Revised July 30, 2007)**  
**Subconsultant Detail**

Task Number / Description	Subconsultant Costs						
	HDR/Brown, Vence & Associates, Inc.	Integrated Waste management Consulting, LLC (IWMC)			Subtotal Subconsultant Cost	Fee @ 10%	Total Subconsultant Project Cost
<b>Budget By Task</b>							
Task 1 Submit a Work Plan (TR and MC attend Kickoff)	\$ 6,734	\$ 2,000			\$ 8,734	\$ 873	\$ 9,607.84
Task 2 Meetings (Included in Task 1, 3, 7 and 10)					\$ -	\$ -	\$ -
Task 2.1 Monthly Phone Conferences (4 persons per call x 8 months [2 HDR / IWMC])	\$ 2,000	\$ 1,000			\$ 3,000	\$ 300	\$ 3,299.56
Task 2.2 Additional Meetings (3 additional meeting with Agency - 4 persons [2 HDR / IWMC])	\$ 5,999	\$ 3,000			\$ 8,999	\$ 900	\$ 9,898.68
Task 3 Site Evaluation (TR and MC also attend public meeting)	\$ 68,675	\$ 3,000			\$ 71,675	\$ 7,168	\$ 78,842.94
Task 4 Conceptual Design of Composting Facility	\$ 35,688	\$ 9,000			\$ 44,688	\$ 4,469	\$ 49,156.36
Task 5 Prepare Administrative Draft EIR	\$ 7,812	\$ 1,800			\$ 9,612	\$ 961	\$ 10,573.20
Task 6 Prepare Draft EIR	\$ 5,548				\$ 5,548	\$ 555	\$ 6,102.36
Task 7 Attend Hearing on Draft EIR (BB and MC attend)	\$ 2,923	\$ 1,000			\$ 3,923	\$ 392	\$ 4,315.52
Task 8 Respond to Comments and Prepare Administrative Final EIR	\$ 6,297	\$ 1,000			\$ 7,297	\$ 730	\$ 8,026.92
Task 9 Prepare Final EIR	\$ 5,548				\$ 5,548	\$ 555	\$ 6,102.36
Task 10 Attend hearing on the Final EIR (TR and MC attend)	\$ 3,499	\$ 1,000			\$ 4,499	\$ 450	\$ 4,949.12
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>Subconsultant Total</b>	<b>\$ 150,723</b>	<b>\$ 22,800</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 173,523</b>	<b>\$ 17,352</b>	<b>\$ 190,875</b>

Project Name: Sonoma Compost Design

Project ID No.:

Project Manager: Tim Raibley

	Hours										Total Hours	(A)	(B)	(F)
	TASK 1	TASK 2 Meetings	TASK 3 Site Study	TASK 4 Design	TASK 5 ADEIR	TASK 6 DEIR	TASK 7 Hearings	TASK 8 Comments	TASK 9 FEIR	TASK 10 Hearings		Total Hours	EE Bill Rate	Billable Cost
Staff Resources														(A*D)
											0.00			
GREENBERG, M. (Vice President)	4.00		24.00	16.00							44.00	44.00	\$ 207.00	\$9,108.00
BREKKE-BROWNELL, S. (Project Manager)	12.00		90.00	20.00	26.00	16.00	16.00	16.00	16.00		212.00	212.00	\$ 179.00	\$37,948.00
RAIBLEY, T. (Vice President)	16.00	32.00	70.00	30.00	14.00	12.00		12.00	12.00	16.00	214.00	214.00	\$ 215.00	\$46,010.00
NAMBAKAM, A. (Eng/Planner I)			100.00	44.00				8.00			152.00	152.00	\$ 90.00	\$13,680.00
STOLL, L. (Editor)			30.00	4.00							34.00	34.00	\$ 80.00	\$2,720.00
FARRAR, R. (Associate I)			12.00	4.00							16.00	16.00	\$ 75.00	\$1,200.00
ZYNCK, Carrie (GIS)			176.00								176.00	176.00	\$ 85.00	\$14,960.00
JACKSON, Alicia (Drafting)				100.00							100.00	100.00	\$ 75.00	\$7,500.00
COLLINS, Andrew (Drafting)				45.00							45.00	45.00	\$ 95.00	\$4,275.00
TRAEGER, Dave (QA/QC)				25.00							25.00	25.00	\$ 175.00	\$4,375.00
											0.00	-	\$ -	\$0.00
Labor Total	32.00	32.00	502.00	288.00	40.00	28.00	16.00	36.00	28.00	16.00	0.00	1,018.00		\$141,776.00

<b>Other Direct Costs (ODCs)</b>												<b>Total</b>
Technology Charge @ \$3.70/labor hr.	118.40	118.40	1,857.40	1,065.60	148.00	103.60	59.20	133.20	103.60	59.20		3,766.60
Other Travel	200.00	1,000.00	2,000.00									3,200.00
Lodging and Meals			1,000.00									1,000.00
Printing/Plotting			300.00	500.00								800.00
Telephone												0.00
Miscellaneous												0.00
ODC Subtotal	318.40	1,118.40	5,157.40	1,565.60	148.00	103.60	59.20	133.20	103.60	59.20		8,766.60
10% Markup (excl. tech chg & "other travel")	0.00	0.00	130.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00		180.00
<b>ODC Total</b>	<b>318.40</b>	<b>1,118.40</b>	<b>5,287.40</b>	<b>1,615.60</b>	<b>148.00</b>	<b>103.60</b>	<b>59.20</b>	<b>133.20</b>	<b>103.60</b>	<b>59.20</b>		<b>8,946.60</b>

<b>Summary of Fee &amp; Hours by Task</b>	<b>TASK 1</b>	<b>TASK 2</b>	<b>TASK 3</b>	<b>TASK 4</b>	<b>TASK 5</b>	<b>TASK 6</b>	<b>TASK 7</b>	<b>TASK 8</b>	<b>TASK 9</b>	<b>TASK 10</b>	<b>Total</b>
<b>Hours</b>	<b>32.00</b>	<b>32.00</b>	<b>502.00</b>	<b>288.00</b>	<b>40.00</b>	<b>28.00</b>	<b>16.00</b>	<b>36.00</b>	<b>28.00</b>	<b>16.00</b>	<b>986.00</b>
HDR Labor Fee	6,416.00	6,880.00	63,388.00	34,072.00	7,664.00	5,444.00	2,864.00	6,164.00	5,444.00	3,440.00	141,776.00
HDR Expenses with Markup & Tech Charges	318.40	1,118.40	5,287.40	1,615.60	148.00	103.60	59.20	133.20	103.60	59.20	8,946.60
<b>Total Fee by Task</b>	<b>6,734.40</b>	<b>7,998.40</b>	<b>68,675.40</b>	<b>35,687.60</b>	<b>7,812.00</b>	<b>5,547.60</b>	<b>2,923.20</b>	<b>6,297.20</b>	<b>5,547.60</b>	<b>3,499.20</b>	<b>150,722.60</b>

RESOLUTION NO.:

DATED: August 15, 2007

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
APPROVING THE AGREEMENT BETWEEN THE SONOMA COUNTY WASTE  
MANAGEMENT AGENCY AND ENVIRONMENTAL SCIENCE ASSOCIATES

WHEREAS, CONSULTANT represents to AGENCY that it is a duly qualified firm experienced in compost site selection, conceptual design, and preparation of CEQA documents; and

WHEREAS, in the judgment of the Board of Directors of AGENCY, it is necessary and desirable to employ the services of CONSULTANT to assist AGENCY staff in the new compost site selection, conceptual design, and preparation of all necessary CEQA documents.

NOW, THEREFORE, BE IT RESOLVED that the Agency authorizes the Agency Chairman to execute an agreement with Environmental Science Associates for professional assistance for new compost site selection, conceptual design, and CEQA document preparation.

MEMBERS:

_____ Cloverdale	_____ Cotati	_____ County	_____ Healdsburg	_____ Petaluma
_____ Rohnert Park	_____ Santa Rosa	_____ Sebastopol	_____ Sonoma	_____ Windsor

AYES          NOES          ABSENT          ABSTAIN

SO ORDERED.

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:

DATE:

\_\_\_\_\_  
Elizabeth Koetke  
Clerk of the Sonoma County Waste Management  
Agency of the State of California in and for the  
County of Sonoma



**SONOMA COMPOST COMPANY  
MONTHLY REPORT**

**April-07**

***a) Tonnages of Each Material Delivered to Facility***

total tons of yard debris:	6,896.09 tons
average tons per day of yard debris:	237.80 tons
total tons of wood debris:	842.73 tons
average tons per day of wood debris:	29.06 tons
total tons of yard debris to Laguna *	599.34 tons
Total tons of food discards **	81.56 tons

\* This tonnage is not included in total tons of yard debris

\*\* This tonnage is included in the total yard debris tonnage above

***b) Deviations From Normal Operating Plans***

***Windrow Characteristics***

	<u>width</u>	<u>height</u>	<u>length</u>
normal	18'	7'	700'

***Moisture Addition/Application***

at grinder:	Sprinklers
at compost site:	Drip

***Moisture Content (%)***

by feel:	lab results:
45-60%	46.50%
(active compost)	(finished compost)

***Additives***

Feathers, Grape Pomace, Vegetative Food Discards
--

***Temperature Measurements***

*(data on file at SCC office)*

Has temperature of finished compost reached 131 degrees Fahrenheit for at least 15 days, during which time the material was turned 5 times? YES

***Aeration (turning)***

type: SCARAB	frequency: 5 times in 15 days or longer during pathogen reduction, plus additional turnings to enhance the composting process (weather permitting).
-----------------	---



### c) Highlights and Anomalies of Program

<b>Weather/Rainfall:</b>	
total inches:	0.375
# of storm events:	1
<b>Operational Problems:</b>	
None	

### d) Lab tests

#### Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

<b>analysis: NUTRIENT</b>	
next date due:	May-07
date sample taken:	4/30/07
# of sub-samples:	12
location of samples:	Mallard +

<b>analysis: HEAVY METALS</b>	
next date due:	May-07
date sample taken:	4/30/07
# of sub-samples:	12
location of samples:	Mallard +

<b>analysis: PATHOGEN REDUCTION</b>	
next date due:	May-07
date sample taken:	4/30/07
# of sub samples:	12
locations of samples:	Mallard +

#### Quarterly Test:

<b>analysis: PESTICIDE RESIDUES</b>	
next date due:	May-07
date sample taken:	4/30/07
# of sub-samples:	12
locations of samples:	Mallard +

### e) Sales and Distribution of Finished Product

#### Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	6,219.00 cubic yds.
total cubic yards of screened compost:	4,279.00 cubic yds.
total cubic yards of early mulch:	0.00 cubic yds.
total cubic yards of screened mulch:	1,940.00 cubic yds.
yard debris product allocations:	97.00 cubic yds.
yard debris product donations:	57.00 cubic yds.

#### Wood Debris Sold

monthly total, tons of wood debris products sold:	4,600.00 tons
total tons of wood to non-fuel markets:	245.00 tons
total tons of wood bio-fuel*:	4,355.00 tons
wood debris product allocations:	70.00 cubic yds.
wood debris product donations:	47.00 cubic yds.

\* Bio-fuel tonnage includes overs from compost process

## Shipment Log

A shipment log showing date, compost product description, volume and destination of each load leaving the facility is on file at the Sonoma Compost office and is available for review by the Agency for purposes of verifying compensation records or other auditing functions.

### *f) Complaints and Environmental Concerns*

**Violation-17868.2-** Lab analysis of sample compost exceeds the maximum acceptable lead metal concentration, >500mg/kg dry wt. basis. Sample must be resampled and resubmit for metal concentration analysis to confirm or refute the lead metal concentration. Segregate and hold all compost in question from the sample unit until the new analysis is received, reviewed by LEA and disposition of compost is approved by LEA.

**Response:** Compost was resampled and analysed. Analysis came back clean and was reviewed by the LEA. Compost was released upon approval of LEA.

### *g) Contaminants Landfilled, Recovered or Recycled*

	tons	overall %
disposed	115.6	1.42%
recycled		

### *h) Inventory of Tonnage, Volume and Composition of Finished Products*

FINISHED MATERIALS	cubic yards
unscreened compost	3,200 cy
screened compost	5,100 cy
mulch	1,100 cy
"intermediates"	300 cy

#### INTERMEDIATELY COMPOSTED MATERIALS

aged over 2 weeks	18,000 cy
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#### FRESH MATERIAL

on-site under 2 weeks	4,560 cy
-----------------------	----------

#### EXPERIMENTAL MATERIAL

None	0 cy
------	------



OK

# SONOMA COMPOST COMPANY MONTHLY REPORT

May-07

## a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	8,140.17 tons
average tons per day of yard debris:	262.59 tons
total tons of wood debris:	942.54 tons
average tons per day of wood debris:	30.40 tons
total tons of yard debris to Laguna *	398.00 tons
Total tons of food discards **	85.38 tons

\* This tonnage is not included in total tons of yard debris

\*\* This tonnage is included in the total yard debris tonnage above

## b) Deviations From Normal Operating Plans

### Windrow Characteristics

	<u>width</u>	<u>height</u>	<u>length</u>
normal	18'	7'	700'

### Moisture Addition/Application

at grinder:	Sprinklers
at compost site:	Drip

### Moisture Content (%)

by feel:	lab results:
40-60%	N / A
(active compost)	(finished compost)

### Additives

Feathers, Grape Pomace, Vegetative Food Discards
--

### Temperature Measurements

(data on file at SCC office)

Has temperature of finished compost reached 131 degrees Fahrenheit for at least 15 days, during which time the material was turned 5 times? YES

### Aeration (turning)

type: SCARAB	frequency: 5 times in 15 days or longer during pathogen reduction, plus additional turnings to enhance the composting process (weather permitting).
-----------------	---

### c) Highlights and Anomalies of Program

<b>Weather/Rainfall:</b>	
total inches:	2
# of storm events:	1
<b>Operational Problems:</b>	
None	

### d) Lab tests

#### Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

<b>analysis: NUTRIENT</b>	
next date due:	Jun-07
date sample taken:	5/16/07
# of sub-samples:	12
location of samples:	Topsoil

<b>analysis: HEAVY METALS</b>	
next date due:	Jun-07
date sample taken:	5/16/07
# of sub-samples:	72
location of samples:	7B,18,22,37,38,43,
	46

<b>analysis: PATHOGEN REDUCTION</b>	
next date due:	Jun-07
date sample taken:	5/16/07
# of sub samples:	72
locations of samples:	7B,18,22,37,38,
	43,46

#### Quarterly Test:

<b>analysis: PESTICIDE RESIDUES</b>	
next date due:	Jun-07
date sample taken:	5/16/07
# of sub-samples:	12
locations of samples:	Topsoil

### e) Sales and Distribution of Finished Product

#### Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	7,130.00 cubic yds.
total cubic yards of screened compost:	5,025.00 cubic yds.
total cubic yards of early mulch:	37.00 cubic yds.
total cubic yards of screened mulch:	2,068.00 cubic yds.
yard debris product allocations:	82.00 cubic yds.
yard debris product donations:	68.00 cubic yds.

#### Wood Debris Sold

monthly total, tons of wood debris products sold:	3,909.00 tons
total tons of wood to non-fuel markets:	310.00 tons
total tons of wood bio-fuel*:	3,599.00 tons
wood debris product allocations:	229.00 cubic yds.
wood debris product donations:	15.00 cubic yds.

\* Bio-fuel tonnage includes overs from compost process

## Shipment Log

A shipment log showing date, compost product description, volume and destination of each load leaving the facility is on file at the Sonoma Compost office and is available for review by the Agency for purposes of verifying compensation records or other auditing functions.

### f) Complaints and Environmental Concerns

None

### g) Contaminants Landfilled, Recovered or Recycled

	tons	overall %
disposed	125.8	1.33%
recycled		

### h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	2,200 cy
screened compost	5,600 cy
mulch	850 cy
"intermediates"	400 cy

#### INTERMEDIATELY COMPOSTED MATERIALS

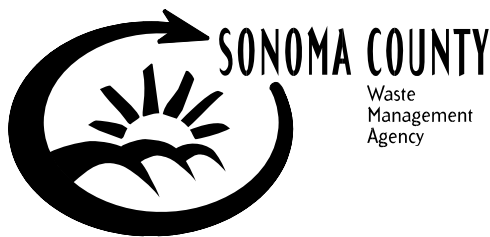
aged over 2 weeks	21,500 cy
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#### FRESH MATERIAL

on-site under 2 weeks	4,620 cy
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#### EXPERIMENTAL MATERIAL

None	0 cy
------	------



**Agenda Item #:** 9.1  
**Cost Center:** HHW  
**Staff Contact:** Steinman  
**Agenda Date:** 8/15/07

## **ITEM: RFP for E-Waste Collection Events**

### **I. BACKGROUND**

Currently, the Sonoma County Waste Management Agency (Agency) has a contract with ECS Refining for electronic waste (e-waste) management services. E-waste is collected from Sonoma County residents at the Central Disposal Site and at the County's other four transfer stations. In addition to the Agency's program for the collection of e-waste, businesses and nonprofit organizations are holding their own one-day collection events within the County. There is a growing competition in Sonoma County for e-waste recycling since the passage of Senate Bill 20 and Senate Bill 50 that attaches a fee to purchases of computers and televisions and provides funds to approved recyclers, who then provide a portion of that money to official e-waste collectors. Universal Waste Management contacted some of the cities within the County to propose setting up e-waste collection events that would be sponsored by each city. In response, at the June 20, 2007 Agency Board meeting, there was some discussion about a more coordinated approach. The Board Members supported delegating responsibility to the Agency staff to help facilitate the collection events and have the revenues go back to the Agency to help offset the other HHW program expenses. Staff was directed to notify Universal Waste Management that Agency staff would be responsible for coordinating any e-waste recycling events for the cities. Staff indicated that they would return with a process to address the Board's comments. Agency Counsel was also directed to come back with information on the legal authority of the Agency to control e-waste collectors and events.

### **II. DISCUSSION**

The Agency is requesting approval from the Agency Board to issue a RFP to establish a contract for e-waste services. The Agency proposes to enter into a two-year agreement with a selected e-waste Contractor to hold Electronics Collection Events where residents of Sonoma County may bring electronics to a specified city centered location for recycling of these products. The Agency would be responsible for logistical requirements, all appropriate notifications and permitting as well as all advertising and promotion for the events. Although this type of e-waste collection effort differs from the current process, it is a logical extension of the e-waste recycling effort approved in the FY 07-08 Work Plan. A legal opinion from Agency Counsel regarding the Agency's authority to control e-waste events is being provided in a separate memo.

### **III. FUNDING IMPACT**

Directing staff to issue a RFP for these services does not have an immediate cost to the Agency. It is assumed that the staff time needed to coordinate and manage this effort will be minimal since the contractor will be expected to provide all related services excluding the services mentioned above. Revenues generated from the e-waste collection events are expected to offset the costs for advertising and staff time necessary to manage a contract for Electronics Collection Events services. In addition, revenues generated in excess of these costs will help offset HHW program costs. Any necessary budget adjustments will be presented with an e-waste collection contract. If the assumptions noted above are not met in the RFP process, then staff will return to the Board for further direction.

#### IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving issuance of a RFP for an e-waste Contractor and return with a recommendation for a selected e-waste collection event Contractor. The alternative would be to continue having independently run e-waste collections without any Agency involvement.

#### V. ATTACHMENTS

Proposed Scope of Services for RFP.



**DRAFT  
REQUEST FOR PROPOSALS**

**REQUEST FOR PROPOSALS FOR ELECTRONIC WASTE  
COLLECTION EVENT SERVICES FOR THE  
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

---

**Proposals due 3:00 p.m. on September 14, 2007**

**Submit proposal to:**

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403



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Exhibit A:	Proposed Scope of Services
Exhibit B:	Proposal Authorization and Acknowledgement Form
Exhibit C:	Form of Agreement

## 1. INTENT AND BACKGROUND

### 1.1 Definitions

This section contains definitions that are used throughout this RFP.

<b>AGENCY:</b>	The Sonoma County Waste Management Agency, a joint powers authority composed of the County of Sonoma and the nine incorporated jurisdictions within Sonoma County: Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor.
<b>CRT</b>	Cathode Ray Tube (Televisions and/or Computer Monitors)
<b>CONTRACTOR</b>	E-Waste Collector and/or Recycler
<b>COUNTY:</b>	The County of Sonoma
<b>CEWs</b>	Covered Electronic Wastes (Pursuant to SB20/SB50)
<b>EVENTS</b>	Electronic Waste Collection Events
<b>E-WASTE</b>	Electronic Waste (Includes CEWs and UWEDs)
<b>RFP</b>	Request for Proposals
<b>UWEDs</b>	Universal Waste Electronic Devices

### 1.2 Overview of Requested Services

The Sonoma County Waste Management Agency (AGENCY) is seeking a two-year agreement with a CONTRACTOR to hold city-centered Electronics Waste Collection Events where Sonoma County residents may bring electronic waste for recycling. These events will be potentially held throughout the year. The selected CONTRACTOR will be assisted by the AGENCY with site selection and publicity for the events.

Completion of Exhibit A by the PROPOSER will define the key parameters and Scope of Services requested by the AGENCY for this RFP.

### 1.3 Responsibility of SCWMA

The AGENCY will provide the following support to the CONTRACTOR to hold the Events:

- A. Arrangement for a centrally located venue, which meets CONTRACTOR'S logistical requirements, to host e-waste collection events.
- B. Provide signed Proof of Designation form.
- C. Provide promotional support including:
  - Notifying all appropriate public agencies (police, fire, etc.).
  - Arrange for a flier to be placed in a citywide mailer (i.e. utility bill).
  - Promote event on Agency website.
  - Placement of A-frame signs and/or banners announcing and directing customers to the events.
  - Create and distribute press releases to appropriate local newspapers.
  - E-mail event announcements to Chamber of Commerce and other community

organizations.

D. All appropriate notifications and permitting needed to host the events.

## **2. GENERAL INFORMATION**

The general guidelines for preparing a response to this RFP are explained in this section.

### **2.1 Questions**

All questions pertaining to this RFP must be directed to:

Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, CA 95403  
fax: 707/565-3632 e-mail: reflisa@sonoma-county.org

Questions must be submitted no later than 3:00 p.m. on **September 3, 2007**; no response will be made to questions submitted after this date. An addendum to this RFP will be prepared in response to any questions received. The PROPOSER is solely responsible for providing their email address and fax number by **September 3, 2007** to the contact above so that the addendum can be circulated as soon as available. The AGENCY cannot assure that every entity receiving a RFP will receive the addenda. All addenda shall become part of the Agreement documents, and all PROPOSERS are bound by such addenda, whether or not received by the PROPOSER.

### **2.2 AGENCY Contact for Information**

All requests for additional information regarding this RFP should be directed to the AGENCY's Waste Management Specialist, noted above. Do *not* directly contact other AGENCY staff or members of the Board of Directors. Individuals or organizations that do so may be disqualified from further consideration. AGENCY will recognize only those responses to inquiries issued in writing by AGENCY in Addendum form as binding modifications to this RFP.

### **2.3 Appeals Process**

Should any PROPOSER dispute the AGENCY's determinations and findings during the RFP process, such PROPOSER shall give the AGENCY written notice of the matter in dispute within five (5) days of PROPOSER's first knowledge of the decision or determination. The PROPOSER shall thereafter, within ten (10) days of PROPOSER's first knowledge of the AGENCY decision or determination in dispute, provide AGENCY with a complete and comprehensive "Statement of Dispute" that discusses all the reasons why the PROPOSER disputes the AGENCY's determination or decision and submit all documentary evidence relied on by the PROPOSER. The Statement of Dispute must meet the following conditions and requirements:

- a. The Statement of Dispute must contain a complete statement of the factual and legal basis for the protest.
- b. The Statement of Dispute must specifically refer to the specific portions of the RFP, which form the basis for the protest, and all documentary evidence relied upon.
- c. The Statement of Dispute must include the name, address and telephone number of the person representing the protesting party.

- d. The party filing the Statement of Dispute must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties shall include all other PROPOSERS, who shall have seven (7) calendar days to respond to the Statement of Dispute.

The AGENCY will review the Statement of Dispute, and may elect to hold an administrative hearing thereon, and may request PROPOSER to produce such further evidence as AGENCY deems material to a decision on the issue, after which time AGENCY will issue a determination which shall be final. The procedure and time limits set forth in this paragraph are mandatory and are the PROPOSER's sole and exclusive remedy in the event of protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or legal proceedings. Failure to strictly follow this procedure shall waive any further rights to dispute the AGENCY's decisions and determinations made during the RFP process.

## **2.4 Confidentiality**

AGENCY has made a determination in accordance with Section 6255 of the Government Code that all Proposals submitted in response to this RFP shall not be made public by AGENCY until after AGENCY awards a contract for the services. In addition, AGENCY has made a determination in accordance with Section 6255 of the Government Code that all PROPOSER proprietary financial information which is specifically identified by the PROPOSER as "confidential" shall not be made public by AGENCY and shall be returned to each PROPOSER, unless otherwise required by law. In the event a PROPOSER wishes to claim other portions of its proposal exempt from disclosure under the Public Records Act, it is incumbent upon PROPOSER to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to why such information should be exempt from disclosure. Blanket designations of "confidential" shall not be effective. However, AGENCY will make a decision based upon applicable laws. AGENCY shall notify PROPOSER of any requests for disclosure under the Public Records Act. If the PROPOSER wishes to prevent the disclosure of such material, the PROPOSER shall bear the sole burden of seeking review in a court of competent jurisdiction. In addition, PROPOSER shall defend and indemnify AGENCY from any claims and/or litigation relating to a claim of confidentiality.

Proprietary or confidential data must be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The cost of services shall not be designated as proprietary or confidential information.

## **3. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL**

### **3.1 Submittal Rules**

Proposals must be presented in accordance with the information requested in Section 4, Proposal Requirements. Other relevant information that the PROPOSER feels is appropriate may be included. The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of this Request for Proposals. No facsimile or emailed proposals will be accepted.
2. Three (3) copies of the proposal shall be submitted to the AGENCY no later than **3:00 p.m.** on the time clock located at 2300 County Center Drive, Suite B100, Santa Rosa, California, on **September 14, 2007**. The package of proposals must be clearly labeled on the outside with the name and the address of the firm submitting the proposal with the words: "E-Waste Collection Events" in the address. One of the copies of the proposal shall be unbound to allow for ease of copying. Proposals must be addressed and delivered to the AGENCY contact found in Section 2.1 above.
3. PROPOSERS shall label one of the copies "Original", which shall govern in the event of any

inconsistency among copies of the proposal. This original copy shall be bound.

4. Each proposal shall be printed on 8 1/2" by 11" paper, double-sided where appropriate, or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content.
5. Each proposal shall include all information required by this RFP and any subsequent addenda.
6. Proposals received after the required submittal date will be rejected and will be returned unopened. The AGENCY will not, in any manner, be liable or responsible for any late delivery of proposals.

### **3.2 Evaluation Process**

The AGENCY shall evaluate each proposal. All determinations with regard to the evaluation of proposals will be at the sole discretion of the AGENCY. Each proposal shall first be evaluated for completeness and for compliance with the requirements of this RFP. The AGENCY will then evaluate the benefit of the proposed services described in the proposal to the AGENCY and its citizens.

### **3.3 Rights of the AGENCY**

PROPOSERS shall submit an appropriately signed Exhibit B – Proposal Authorization and Acknowledgement Form stating that the PROPOSER agrees with the rights of the Agency as described below. The AGENCY shall have the right to:

1. Award an agreement for services described in this RFP.
2. Reject all proposals and not award an agreement.
3. Reject any proposal.
4. Select a proposal other than the lowest cost/highest payment proposal.
5. If during the course of negotiations with a selected PROPOSER, the AGENCY determines in its sole discretion that an acceptable Agreement cannot be negotiated, the AGENCY reserves the right to suspend negotiations with that PROPOSER and begin negotiations with another PROPOSER. Also, the AGENCY reserves the right to undertake simultaneous negotiations of the final Agreement with more than one PROPOSER.
6. Waive defects and/or irregularities in any proposal.
7. Request from any PROPOSER at any time during the evaluation process, clarification of any information contained in the proposal.
8. Request "Best and Final" offers.
9. Conduct interview(s) with any PROPOSER(s).
10. Negotiate terms and conditions that are different from those described in this RFP and Agreement.
11. Contact references provided and seek information from any client with which the PROPOSER has done business.
12. Take other such action that best suits the needs of the AGENCY and/or its citizens.

PROPOSERS are notified that the costs of preparing and submitting proposals and the risks associated

therewith shall be borne solely by the PROPOSER. No compensation will be provided to PROPOSERS for work performed or costs incurred during the preparation, submittal or evaluation of Proposals neither for the negotiation or execution and delivery of an Agreement awarded as a result of this RFP.

#### **4. PROPOSAL REQUIREMENTS**

A proposal shall be complete and concise and should be prepared in substantial conformance with the format and order described below to assist in the review process. *A Proposal that omits or inadequately addresses any of the topics below may be rejected.*

##### **4.1 Letter of Submission**

The proposal must contain a submission letter that contains the PROPOSER's unconditional acceptance of the performance obligations set forth in the RFP. An officer of the proposing entity authorized to bind the PROPOSER to the proposal terms must sign this letter.

The Letter of Submission shall also include a description of the ownership of the proposing company, including, but not limited to:

- Official name and address. Indicate the type of entity and list its officers (e.g. corporation, partnership, sole proprietorship). Indicate the date and place of incorporation or organization.
- If entity is a joint venture, submit a current copy of the joint venture agreement or contract.
- Federal Employer I.D. Number
- Complete name, mailing address, phone number, fax number and email address (if available) of the person to receive notices and who is authorized to make decisions or represent the company with respect to this RFP.

##### **4.2 Proposed Scope of Work**

The PROPOSER must include a scope of work which, at minimum, addresses the items listed in Exhibit A – Proposed Scope of Services.

##### **4.3 Insurance**

The PROPOSER should demonstrate the ability to submit proof of the required insurance as set forth in the Agreement. Prior to award of the Agreement, the successful PROPOSER shall furnish the AGENCY with Certificates of Insurance clearly evidencing all required insurance and endorsements. The successful PROPOSER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the successful PROPOSER, its agents, representatives, employees or subcontractors.

##### **4.4 Qualifications and Experience of Firm**

The proposal should include the PROPOSER's experience relevant to the requested services and qualifications and resumes of key personnel that will be assigned to the management of the Agreement.

PROPOSER should provide a minimum of two (2) California governmental clients that the AGENCY may contact to conduct a reference check regarding provision of the proposed service.

If the PROPOSER cannot provide all of the information requested under Section 4.4 above, then the PROPOSER must provide descriptions of similar work performed for other clients. In either case, the description shall list the:

- dates and a description of the services that were provided;
- names and responsibilities of the team members involved with the referenced work; and
- name, address, and telephone number of a contact person of each client who would be most familiar with the services provided.

#### **4.5 Agreement for Consulting Services**

The selected PROPOSER must execute the Agreement and submit Exhibit B, acknowledging their willingness to sign the Agreement for Recycling Services attached hereto as Exhibit C to this RFP, unless modified pursuant to the procedures set forth herein. PROPOSER shall identify in its proposal any proposed modifications to the Agreement for Recycling Services.

### **5. SCHEDULE**

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
August 20, 2007	Distribution of RFP	AGENCY
September 3, 2007	Submit Addenda Distribution Information	PROPOSER
September 3, 2007	Submit Written Questions	PROPOSER
September 14, 2007	Proposals Due	PROPOSER
October 17, 2007	Award of Agreement (tentative)	AGENCY

### **6. ATTACHMENTS**

- Exhibit A: Proposed Scope of Services
- Exhibit B: Proposal Authorization and Acknowledgement Form
- Exhibit C: Form of Agreement

## **Exhibit A**

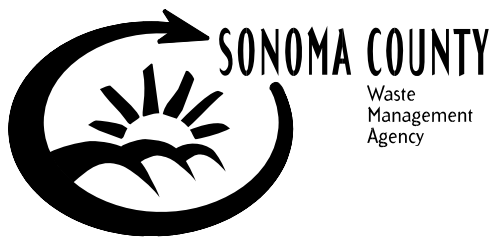
### **Proposed Scope of Services**

The Contractor shall provide all waste collection services needed for the operation of successful Electronic Waste Collection Events (this includes all necessary packaging, materials and equipment). The Contractor is expected to perform all collection, transportation and processing services consistent with all local, state and Federal laws and regulations.

To enable the Sonoma County Waste Management Agency (SCWMA) to evaluate potential Electronic Waste Collection Event Contractors, please address each of the items below.

- 1) Please list in detail the collection services proposed to be provided in connection with the SCWMA Electronic Waste Collection Events.
- 2) How much time is needed between notification to proceed and the collection event?
- 3) What is the proposed frequency of the events?
  - Weekly
  - Monthly
  - Quarterly (every 3 months)
  - Biannually (every 6 months)
  - Other
- 4) What will be the duration of the event?
  - 1 day
  - 2 days
  - 3 days
  - Other
- (5) What would be the collection hours for the event?
- (6) What items will be collected at the events?
- (7) How much would be paid (charged) to the SCWMA for recycling the materials described in question (6)? The payment (charge) should include all costs (recycling, labor, equipment, transportation, etc.).
- (8) Describe the final destination/market for collected items.
- (9) Does the Proposer have any exceptions or changes to the requested services or contract language?





**Agenda Item #: 9.2**  
**Cost Center: HHW**  
**Staff Contact: Steinman**  
**Agenda Date: 8/15/07**

## **ITEM: Clean Harbors Contract Extension**

### **I. BACKGROUND**

At the June 20, 2007 Agency Board meeting, staff presented the Board with the Fifth Amendment to the Clean Harbors Agreement for approval. The Board approved the Fifth Amendment, with a one-year contract extension until January 2009, in addition to changes in program fees and key personnel. Although the agreement provided for a potential two-year extension with all the same terms including compensation, upon mutual written agreement from the Agency and Contractor, Clean Harbors was only willing to agree to a one-year extension with all the same terms. Curt Lock, the Program Manager for Clean Harbors, offered to extend the agreement for a second year, from January 2009 to January 2010, with a 3% increase to the operating fee, due to rising operational costs. Curt Lock explained that all the existing Clean Harbors contracts are being increased by 3.6% per company policy. The second-year extension offer from Clean Harbors would keep the waste disposal fees, which represent about two-thirds of the cost of the program, the same.

### **II. DISCUSSION**

The Board directed staff to contact Clean Harbors before the next Agency meeting to ask them to reconsider their position on the second year extension. Staff was also given direction from the Board to put the item on the August 15, 2007 agenda for discussion and potential action. A letter, enclosed with this memo, has been received from Clean Harbors repeating their offer to extend the Agreement for the second year on the condition that a 3% increase to all operational fees is included, with disposal fees kept the same.

### **III. FUNDING IMPACT**

Currently the contractor is paid approximately \$438,000 dollars a year as an operating fee and disposal fees are currently about \$600,000 annually. A 3% increase would increase the operating fee from \$438,000 to \$451,430, for a net total program cost increase of about 1%.

### **IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff desires direction from the Board on this issue. If Clean Harbors offer of a one-year contract extension (from January 2009 to January 2010) with the 3% operational fee increase is accepted, staff will return with another amendment to the agreement. Alternatively, if no action is requested, following the direction given at the June 2007 meeting, staff will develop a RFP for a contract to operate the Agency's Household Hazardous Waste program such that a new agreement will be in place in January 2009.

### **V. ATTACHMENTS**

Clean Harbors letter



Clean Harbors Environmental Services, Inc.  
1030 Commercial Street  
Suite 107  
San Jose, CA 95112  
408.451.5000  
[www.cleanharbors.com](http://www.cleanharbors.com)

Date: August 2, 2007  
To: Lisa Steinman, Waste Management Specialist  
Sonoma County Waste Management Agency  
2300 County Center Drive  
Santa Rosa, CA. 94503

Ms. Steinman,

Clean Harbors Environmental Services is looking forward to continuing a professional working relationship with the Sonoma County Waste Management Agency. Therefore, we would like to extend the terms and conditions of the existing Hazardous Household Waste Contract per the 5<sup>th</sup> amendment for the second year option from January 6, 2009 through January 10, 2010.

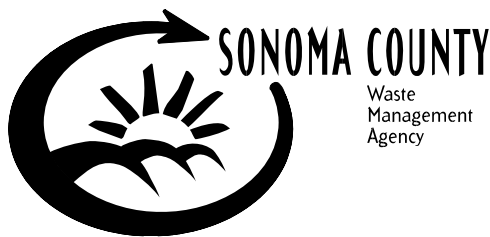
Included with this extension, Clean Harbors will implement a three percent (3%) increase to all operational fees due to rising operational costs.

If you have any questions or concerns regarding the current contract please don't hesitate to contact me anytime at [lock.curt@cleanharbors.com](mailto:lock.curt@cleanharbors.com) or (408) 592-2585. Thank you for your continued business.

Sincerely,  
Clean Harbors Environmental Services

A black rectangular box redacting the signature of Curt Lock.

Curt Lock  
HHW Specialist



**Agenda Item #: 10.1**  
**Cost Center: Planning**  
**Staff Contact: Carter**  
**Agenda Date: 8/15/07**

**ITEM: Waste Characterization Study Update**

**I. BACKGROUND**

In order to measure the impact of the implementation of the single-stream recycling program, the success of the HHW program, and help focus our future efforts on diverting the recyclables remaining in the waste stream, Cascadia Consulting was chosen to conduct the 2007 Sonoma County Waste Characterization Study (WCS). This follow-up to the 1995-1996 Sonoma County Waste Characterization Study was authorized by the acceptance of Cascadia Consulting's proposal at the January 2007 SCWMA meeting.

The waste characterization was accomplished in two seasons. The first sort, the "Wet Season Sort", took place March 20-29, 2007 at the Central Disposal Site, Healdsburg Transfer Station, Sonoma Transfer Station, and Redwood Landfill. Cascadia Consulting's Team sorted residential and commercial waste hauled by commercial haulers at all four sites, as well self-hauled waste at the three Sonoma County transfer stations. The second refuse sort, the "Dry Season Sort", took place July 10-19, 2007 at the same locations and was performed in the same manner described for the "Wet Season Sort".

**II. DISCUSSION**

The preliminary, unweighted results are attached in the memo from Cascadia Consulting. As the data is unweighted, the percentages listed are only applicable to their specific sector. For example, Table 3 lists cardboard as 1.4% of residential and 6.3% of commercial waste hauled by commercial-haulers and Table 4 lists cardboard as 1.5% of self-hauled waste. This indicates that cardboard comprises between 1.4% and 6.3% of the total waste stream for Sonoma County; it does not mean that cardboard is 3.1%  $((1.4\% + 1.5\% + 6.3\%) / 3)$  of Sonoma County's waste.

SCWMA and Cascadia staff will present the final, weighted data at a future SCWMA meeting.

**III. FUNDING IMPACT**

This agenda item is for informational purposes only. There is no funding impact resulting from this transmittal.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

There is no recommended action resulting from this agenda item.

**V. ATTACHMENTS**

Memo – Sonoma County Wet Season Waste Sampling.

# Memo



Date: June 15, 2007

To: Patrick Carter

cc: Ken Wells

From: Karin Olefsky

Re: Sonoma County Wet Season Waste Sampling

In total we sorted 127 commercial and residential samples and 150 self-haul samples. Below is a table of the goals for season 1 followed by a table of the actual samples collected at each facility for the wet season of sampling. We were a little low on residential samples, with a goal of 62 and actual samples of only 58. We were high on commercial samples, with a goal of 63 and actual samples totaling 69. This should be easy to correct for next season if we have complete hauler route information.

**Table 1: Sampling Goals**

	20 <sup>th</sup>	21 <sup>st</sup>	22 <sup>nd</sup>	23 <sup>rd</sup>	24 <sup>th</sup>	25 <sup>th</sup>	26 <sup>th</sup>	27 <sup>th</sup>	28 <sup>th</sup>	29 <sup>th</sup>	TOTAL
<b>HEALDSBURG</b>											
Residential Waste	9	7									16
Commercial Waste	6	5									11
Self-Haul Waste	18	19									37
<b>CENTRAL</b>											
Residential Waste			12	10	0						22
Commercial Waste			5	7	5						17
Self-Haul Waste			21	19	33						73
<b>SONOMA</b>											
Residential Waste							4	3			7
Commercial Waste							10	10			20
Self-Haul Waste							20	20			40
<b>REDWOOD LF</b>											
Residential Waste									9	8	17
Commercial Waste									8	7	15
Self-Haul Waste									0	0	0
<b>TOTALS</b>											
Residential Waste											62
Commercial Waste											63
Self-Haul Waste											150

**Table 2: Actual Samples Collected**

	20 <sup>th</sup>	21 <sup>st</sup>	22 <sup>nd</sup>	23 <sup>rd</sup>	24 <sup>th</sup>	25 <sup>th</sup>	26 <sup>th</sup>	27 <sup>th</sup>	28 <sup>th</sup>	29 <sup>th</sup>	TOTAL
<b>HEALDSBURG</b>											
Residential Waste	8	7									15
Commercial Waste	6	6									12
Self-Haul Waste	17	20									37
<b>CENTRAL</b>											
Residential Waste			11	10							21
Commercial Waste			6	5	2						13
Self-Haul Waste			20	16	37						73
<b>SONOMA</b>											
Residential Waste							2				2
Commercial Waste						11	18				29
Self-Haul Waste						20	20				40
<b>REDWOOD LF</b>											
Residential Waste								10	10		20
Commercial Waste								10	5		15
Self-Haul Waste											0
<b>TOTALS</b>											
Residential Waste											58
Commercial Waste											69
Self-Haul Waste											150

**Waste Composition Preliminary Findings**

Findings from a preliminary analysis of the composition data are presented below. Table 3 presents the preliminary results for the residential and commercial waste streams, which was based on 85 material categories. The self-haul waste stream used a shortened list of 73 material categories. These results are listed separately in table 4.

**Table 3: Residential and Commercial Preliminary Waste Composition**

ID				
1	Cardboard	1.40%		6.30%
2	Paper Bags	0.60%		0.30%
3	Newspaper	1.60%		2.50%
4	White Ledger	0.90%		0.40%
5	Colored Ledger	0.00%		0.10%
6	Computer Paper	0.00%		0.00%
7	Other Office Paper	0.60%		1.10%
8	Magazines & Catalogs	1.30%		1.00%
9	Phone Books and Directories	0.00%		0.10%
10	Other Recyclable Paper	4.90%		3.60%
11	Other Compostable Paper	6.80%		5.10%
12	R/C Paper	1.10%		2.40%
<b>Total Paper</b>		<b>19.20%</b>		<b>22.90%</b>
13	Clear Glass CRV	0.30%		0.80%
14	Clear Glass non-CRV	0.40%		0.40%
15	Green Glass CRV	0.20%		0.10%
16	Green Glass non-CRV	0.30%		0.50%
17	Brown Glass CRV	0.30%		0.20%
18	Brown Glass non-CRV	0.00%		0.00%
19	Other Colored CRV	0.00%		0.00%
20	Other Colored non-CRV	0.00%		0.00%
21	Flat Glass	0.00%		0.00%
22	R/C Glass	0.30%		0.20%
<b>Total Glass</b>		<b>1.80%</b>		<b>2.20%</b>
23	PET Bottles CRV	0.40%		0.40%
24	PET Bottles non-CRV	0.20%		0.10%
25	Other PET Containers CRV	0.00%		0.00%
26	Other PET Containers non-CRV	0.20%		0.10%
27	HDPE Nat. Bottles CRV	0.10%		0.10%
28	HDPE Nat. Bottles non-CRV	0.10%		0.10%
29	HDPE Col. Bottles CRV	0.00%		0.00%
30	HDPE Col. Bottles non-CRV	0.30%		0.30%
31	HDPE Containers CRV	0.10%		0.00%
32	HDPE Containers non-CRV	0.10%		0.20%
33	3-7 Bottles CRV	0.00%		0.00%
34	3-7 Bottles non-CRV	0.00%		0.00%
35	3-7 Containers CRV	0.00%		0.00%
36	3-7 Containers non-CRV	0.30%		0.20%

37	Recyclable Plastic Film	0.40%		0.90%
38	Non-recyclable Film	3.90%		3.10%
39	Durable Plastic Items	1.00%		1.60%
40	R/C Plastic	1.60%		2.90%
<b>Total Plastic</b>		<b>8.70%</b>		<b>10.00%</b>
41	Tin/Steel Cans	0.70%		0.70%
42	Major Appliances	0.00%		0.00%
43	Other Ferrous	2.10%		1.90%
44	Aluminum Cans CRV	0.20%		0.20%
45	Aluminum Cans non-CRV	0.10%		0.00%
46	Other Non-Ferrous	0.30%		0.20%
47	R/C Metal	1.20%		1.30%
<b>Total Metal</b>		<b>4.60%</b>		<b>4.30%</b>
48	Food	32.80%		28.10%
49	Leaves and Grass	3.00%		4.30%
50	Prunings and Trimmings	0.60%		1.80%
51	Branches and Stumps	0.60%		0.20%
52	Agric. Crop Residue	0.00%		0.00%
53	Manures	0.30%		0.20%
54	Textiles	4.10%		2.10%
55	Carpet	0.60%		0.70%
56	Carpet Padding	0.00%		0.90%
57	R/C Organics	7.20%		4.30%
<b>Total Organics</b>		<b>49.20%</b>		<b>42.60%</b>
58	Concrete	0.60%		1.10%
59	Asphalt Paving	0.20%		1.10%
60	Asphalt Roofing	0.10%		1.20%
61	Clean Recyclable Wood	1.00%		3.50%
62	Other Recyclable Wood	0.40%		0.60%
63	Treated Wood Waste	1.10%		2.20%
64	Clean Gypsum Board	0.50%		0.10%
65	Rock, Soil and Fines	1.80%		2.60%
66	R/C C and D	2.50%		2.10%
<b>Total C &amp; D</b>		<b>8.20%</b>		<b>14.50%</b>
67	Paint	0.20%		0.40%
68	Fluids	0.10%		0.00%
69	Used Oil and Filters	0.00%		0.00%
70	Lg Recharg Batteries	0.00%		0.00%
71	Sm Recharg Batteries	0.00%		0.00%
72	Household Batteries	0.00%		0.00%

73	Universal Waste	0.20%		0.20%
74	Covered Electronic Waste	0.30%		0.00%
75	Fluorescent Tubes	0.00%		0.00%
76	Other HHW	0.00%		0.90%
77	R/C Hazardous and E-Waste	0.30%		0.20%
<b>Total Hazardous Waste and E-Waste</b>		<b>1.10%</b>		<b>1.70%</b>
78	Ash	0.20%		0.00%
79	Sewage Solids	0.00%		0.00%
80	Industrial Sludge	0.00%		0.00%
81	Treated Medical Waste	0.00%		0.00%
82	Bulky Items	0.60%		0.70%
83	Tires	0.00%		0.00%
84	R/C Special Waste	0.00%		0.00%
<b>Total Special Waste</b>		<b>0.80%</b>		<b>0.70%</b>
85	Mixed Residue	6.30%		1.10%



**Table 4: Self-Haul Preliminary Waste Composition**

1	Uncoated Corrugated Cardboard	1.50%
2	Paper Bags/Kraft	0.20%
3	Newspaper	0.80%
4	White Ledger	0.00%
5	Colored Ledger	0.00%
6	Computer Paper	0.00%
7	Other Office Paper	0.10%
8	Magazines & Catalogs	0.20%
9	Phone Books & Directories	0.00%
10	Other Recyclable Paper	2.30%
11	Other Compostable Paper	0.60%
12	R/C Paper	1.90%
<b>Total Paper</b>		<b>7.60%</b>
13	Clear Glass	0.30%
14	Green Glass	0.30%
15	Brown Glass	0.20%
16	Other Colored Glass	0.00%
17	Flat Glass	0.10%
18	R/C Glass	2.00%
<b>Total Glass</b>		<b>2.90%</b>
19	PET Bottles	0.00%
20	Other PET Contnrs	0.00%
21	HDPE Nat. Bottles	0.00%
22	HDPE Colored Bottles	0.00%
23	Other HDPE Contnrs	0.30%
24	#3-#7 Bottles	0.00%
25	#3-#7 Other Contnrs	0.20%
26	Recyclable Plastic Film	0.10%
27	Non-recyclable Film	0.20%
28	Durable Plastic Items	1.40%
29	R/C Plastic	0.40%
<b>Total Plastic</b>		<b>2.60%</b>
30	Tin/Steel Cans	0.40%
31	Major Appliances	0.00%
32	Other Ferrous	1.90%
33	Aluminum Cans	0.00%
34	Other Non-Ferrous	1.30%

35	R/C Metal	0.50%
<b>Total Metal</b>		<b>4.10%</b>
36	Food	0.60%
37	Leaves & Grass	4.10%
38	Prunings & Trimmings	3.10%
39	Branches & Stumps	1.00%
40	Agricultural Crop Residues	0.00%
41	Manures	0.70%
42	Textiles	1.60%
43	Carpet	4.10%
44	Carpet Padding	1.10%
45	R/C Organics	0.70%
<b>Total Organics</b>		<b>17.00%</b>
46	Concrete	5.60%
47	Asphalt Paving	0.00%
48	Asphalt Roofing	3.40%
49	Clean recyclable wood	12.70%
50	Other Recyclable Wood	5.30%
51	Treated Wood Waste	14.30%
52	Clean Gypsum Board	4.60%
53	Rock, Soil, & Fines	2.60%
54	R/C C&D	12.30%
<b>Total C &amp; D</b>		<b>60.80%</b>
55	Paint	0.30%
56	Vehicle & Equipment Fluids	0.00%
57	Used Oil & Oil Filters	0.00%
58	Large Rechargeable Batteries	0.00%
59	Small Rechargeable Batteries	0.00%
60	Household Batteries	0.10%
61	Universal Waste	0.00%
62	Covered Electronic Waste	0.00%
63	Fluorescent Tubes	0.00%
64	Other HHW	0.00%
65	R/C Hazardous & E-waste	0.00%
<b>Total Hazardous Waste and E-Waste</b>		<b>0.40%</b>
66	Ash	0.00%
67	Sewage Solids	0.00%
68	Industrial Sludge	0.00%
69	Treated Medical Waste	0.00%
70	Bulky Items	2.10%

71	Tires	0.10%
72	R/C Special Waste	0.00%
<b>Total Special Waste</b>		<b>2.20%</b>
<b>MIXED RESIDUE</b>		
73	Mix Residue	2.20%