

SONOMA COUNTY WASTE MANAGEMENT AGENCY
SPECIAL MEETING

December 2, 2009
9:00 a.m.

**Please Note Change
in
Meeting Location**

**Board of Supervisors Chambers
575 Administration Drive, Room 100A
Santa Rosa, CA 95403**

*****UNANIMOUS VOTE ITEMS # 6.1, 7.1*****

Estimated Ending Time 12:00 p.m.

AGENDA

- | <u>ITEM</u> | <u>ACTION</u> |
|---|--------------------------|
| 1. Call to Order/Introductions | |
| 2. <u>Attachments/Correspondence:</u>
Director's Agenda Notes | |
| 3. <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in October 2009
2009-015 2 nd Amendment to Agreement between SCWMA and VBN Architects | |
| 4. Public Comments (items not on the agenda) | |
| <u>CONSENT</u> (w/attachments) | Discussion/Action |
| 5.1 Minutes of October 21, 2009 | |
| 5.2 Third Amendment to the Agreement with ESA
for Consulting Services for Compost Relocation Project | |
| 5.3 Home Composting Annual Report | |
| 5.4 Carryout Bag Update | |
| 5.5 First Quarter Financial Report | |
| 5.6 Emergency Response Agreement for HHW | |
| 5.7 Sonoma Compost Monthly Reports | |
| 5.8 EPR Update | |

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

- | | | |
|------|---|-----------------------|
| 6.1) | Contract Award for Household Hazardous Waste Facility Expansion
[Steinman](Attachment) | UNANIMOUS VOTE |
| 6.2) | MOU for Spud Point Marina Dockside Pump
[Steinman](Attachment) | Discussion/Action |

ORGANICS

- | | | |
|------|--|-----------------------|
| 7.1) | Commitment to Reimburse Contractor and Response to Request for Extension of Agreement
[Klassen](Attachment) | UNANIMOUS VOTE |
| 7.2) | Compost Relocation Update
[Carter] | Discussion/Action |
| 7.3) | Organics Hauling Report
[Klassen] | Discussion/Action |

ADMINISTRATION

- | | | |
|------|---|-------------------|
| 8.1) | Staffing Services Update
[Klassen/Coleson](Attachment) | Discussion/Action |
|------|---|-------------------|

PLANNING

- | | | |
|------|--|-------------------|
| 9.1) | Public Hearing for Certification of Final SPEIR for the 2009 Amendment to the ColWMP
[Carter](Attachment) | Discussion/Action |
| 9.2) | Third Amendment to the Agreement with ESA for Consulting Services for the 2009 Amendment to the ColWMP SPEIR
[Carter](Attachment) | Discussion/Action |
| 10. | Boardmember Comments | |
| 11. | Staff Comments | |
| 12. | Adjourn | |

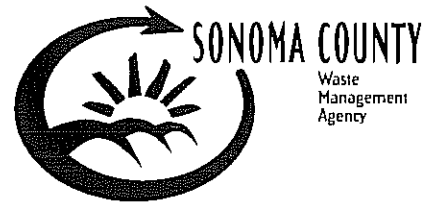
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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 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.

NOTICING: This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Utilities Department Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa. It is also available on the internet at www.recyclenow.org



TO: SCWMA Board Members

FROM: Susan Klassen, Interim Executive Director

SUBJECT: DECEMBER 2, 2009 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) Minutes of October 21, 2009
- 5.2) Third Amendment to the Agreement with ESA for Consulting Services for Compost Relocation Project This item extends the termination date of the agreement with ESA regarding the compost relocation project from December 31, 2009 to June 30, 2010. No budgetary adjustments are requested.
- 5.3) Home Composting Annual Report An annual report is a requirement of the letter agreement with the University of California Cooperative Extension Master Gardner Program.
- 5.4) Carryout Bag Update Staff will update Board members on the status of carryout bag ordinances and related recycling and reduction efforts.
- 5.5) FY 09-10 First Quarter Financial Report Staff is required to present quarterly reports to the Board that include expenses and revenues to date and projections for the remaining portion of the fiscal year.
- 5.6) Emergency Response Agreement for HHW The Agency has a Contract with Clean Harbors Environmental Services to operate the Household Hazardous Waste Facility (HHWF) and Mobile Collection Programs. The purpose of this staff report is to provide the Board with a more comprehensive Emergency Response Services plan than what is outlined in the current Agreement with the Contractor.
- 5.7) Sonoma Compost Monthly Reports The reports from 12/2008 to 6/2009 are attached.
- 5.8) EPR Update The purpose of this staff report is to update the Agency Board on current EPR legislation and changes related to the collection of hazardous waste.

REGULAR CALENDAR

HHW

- 6.1) Contract Award for Household Hazardous Waste Facility Expansion At the June 17, 2009 Agency Board meeting, the Board approved staff's requests to advertise and receive bids for the construction of the HHW Building Enclosure Expansion Project and return to the Board with a selected Contractor. The bid opening date was on November 12, 2009 at 2:00 pm. and four sealed bids were received and publicly opened at that time. Page Construction Company of Novato, California, was the lowest apparent bidder. **Requested Action: 1) Award a construction contract for the Central Disposal Site Household Hazardous Waste Facility Expansion (Project No. 6180) to Page Construction Company in the amount not to exceed \$191,142. 2) Authorize the Chair to execute the construction contract with Page Construction Company. UNANIMOUS VOTE.**
- 6.2) MOU for Spud Point Marina Dockside Pump The purpose of the Memorandum of Understanding (MOU) is to set forth the terms and conditions of the use by the Sonoma County Regional Parks Department of the Agency's Used Oil Block Grant funds for the purchase of a dock-side pump. **Requested Action: Staff recommends Board approval of the Memorandum of Understanding between the Sonoma County Waste Management Agency and the County of Sonoma.**

ORGANICS

7.1) Sonoma Compost Company 7th Amendment There are two parts to this item:

(1) In order to comply with air quality regulations, Sonoma Compost must purchase and install a new grinder engine. The Agency, per the JPA agreement, is required to reimburse Sonoma Compost any expense beyond \$100,000. Sonoma Compost received a quote of \$184,799. Sonoma Compost is required to pay \$100,000. The Agency is required to fund \$84,799. Staff recommends approving the appropriation transfer in order to reimburse Contractor per "4.2.2 Unforeseen Events Concerning Environmental Regulations" contained in the Agreement. Staff requests direction for possible tipping rate increase for the organic materials coming to the facility in order to begin the County process and be prepared for inclusion in the FY 10-11 Budget. **Recommended Action: (1) Approve the appropriation transfer to reimburse Sonoma Compost \$84,799 as required by the JPA agreement. UNANIMOUS VOTE.**

(2) The second part of this item is the response to a request from Sonoma Compost Company for extension of the composting agreement. Staff recommends approving the proposed Seventh Amendment to Agreement extending the term of Agreement until November 15, 2011 so that Contractor can amortize the expense of \$100,000 in order to comply with air quality regulations. **Recommended Action: (2) Approve the Seventh Amendment to extend the term of the composting agreement from November 15, 2010 to November 2011.**

7.2) Compost Relocation Update This item relays information requested by the Board in previous SCWMA meetings and discusses potential options for examining other alternative sites in the project Environmental Impact Report. **Recommended Action: Staff is requesting direction from the Board.**

7.3) Organics Hauling Agreement The County will be issuing an RFP for hauling material from the transfer stations to Central. The proposed action is for the Agency to join in the RFP process and then enter into an agreement in order to reimburse the County for hauling organic material. **Requested Action: Join in the RFP process the County will be undertaking and return to the Board with a draft agreement to reimburse the County for transportation expense for the organic materials.**

ADMINISTRATION

8.1) Staffing Services Update At the October 21, 2009 Agency Board meeting, the Board indicated its tentative approval of a staffing model where the Executive Director would serve at the pleasure of the Board, but would be an at-will employee of the County of Sonoma. All other staff members would remain County of Sonoma employees. This model is similar to the staffing services model between the County of Napa and the Napa County Local Agency Formation Commission (LAFCO). **Recommended Action: For discussion and policy direction from the Board. As an alternative to a separate agreement, the provisions of this draft agreement could be included in a revised MOU for staffing services.**

PLANNING

9.1) Public Hearing for Certification of Final SPEIR for ColWMP Revision This item discusses the process and results of the 2009 Amendment to the Sonoma Countywide Integrated Waste Management Plan Supplemental Program Environmental Impact Report. Less-than-significant and significant and unavoidable impacts, as well as alternatives, a mitigation monitoring program, and statement of overriding considerations are included. **Recommended Action: Staff recommends that the SCWMA: 1) Consider the Final SPEIR and certify that it has been completed in accordance with CEQA, 2) Open the public hearing to adopt the 2009 Amendment to the ColWMP, 3) Close the public hearing, 4) Consider all public testimony and any written comments on the 2009 Amendment to the ColWMP, 5) Adopt the attached resolution and its findings that certifies the adequacy of the Final SPEIR and adopts the 2009 Amendment to the ColWMP, Mitigation and Monitoring Program, Statement of Overriding Considerations, and designates the SCWMA as the custodians of the documents, 6) Direct staff to forward the 2009 Amendment to the ColWMP to the California Integrated Waste Management Board for consideration and adoption, and 7) Direct staff to file a Notice of Determination.**

9.2) Third Amendment to the Agreement with ESA for Consulting Services for the 2009 Amendment to the ColWMP SPEIR This item would extend the termination date of the agreement with ESA regarding the 2009 Amendment to the ColWMP SPEIR from December 31, 2009 to June 30, 2010. No budgetary adjustments are requested. **Recommended Action: Staff recommends approval of the Third Amendment of the Agreement with ESA for the ColWMP project, to extend the termination date of the Agreement. Alternatively, if the project is completed at the December 2, 2009 SCWMA meeting, staff recommends not approving the Third Amendment of the Agreement with ESA for the ColWMP project.**



MINUTES OF OCTOBER 21, 2009

The Sonoma County Waste Management Agency met on October 21, 2009, at the City of Santa Rosa Utilities Department's Subregional Water Reclamation System Laguna Plant, 4300 Llano Road, Santa Rosa, California.

PRESENT:

City of Petaluma	Vince Marengo, Chair
City of Cloverdale	Nina Regor
City of Cotati	Marsha Sue Lustig
City of Healdsburg	Mike Kirn
City of Rohnert Park	Dan Schwarz
City of Santa Rosa	Dell Tredinnick
City of Sebastopol	Jack Griffin
City of Sonoma	Steve Barbose
Town of Windsor	Christa Johnson
County of Sonoma	Tom O'Kane

STAFF PRESENT:

Interim Executive Director	Susan Klassen
Counsel	Janet Coleson
Staff	Patrick Carter
	Karina Chilcott
	Charlotte Fisher
	Lisa Steinman
Recorder	Elizabeth Koetke

1. CALL TO ORDER SPECIAL MEETING

The special meeting was called to order at 8:30 a.m. by Chairman Marengo.

2. OPEN CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL PURSUANT TO Government Code Section 54956.9(c) Initiation of litigation - one case.

3. ADJOURN CLOSED SESSION

Closed session adjourned at 8:50 a.m. No report.

4. CALL TO ORDER REGULAR MEETING/INTRODUCTIONS

The regular meeting was called to order at 9:00 a.m.

5. ATTACHMENTS/CORRESPONDENCE

Chair Marengo, called attention to the Director's Agenda Notes, and correspondence regarding AB 1173 Compact Fluorescent Lamps, and SB 402.

6. ON FILE WITH CLERK

Chairman Marengo noted the resolution approved in September on file with the clerk.

7. PUBLIC COMMENTS (items not on the agenda)

Tim Smith, former SCWMA Boardmember, distributed a New York Times article on recycling 'Nudging Recycling from Less Waste to None'.

Ken Wells, Guiding Sustainability, expressed disappointment in the Board for their lack of discussion on divestiture. Mr. Wells urged the Board to consult with Agency Counsel regarding a clause in the Purchase and Sale Agreement that includes a setting of the rates for the Agency which doesn't seem consistent with the JPA Agreement.

CONSENT

8.1 Minutes of September 16, 2009

Marsha Sue Lustig, Cotati, moved to approve the minutes. Dell Tredinnick, Santa Rosa, seconded. Consent calendar approved.

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

9.1 BID FOR HOUSEHOLD TOXICS FACILITY EXPANSION

The project being bid, involves extending the existing canopy to create a separate area that will provide additional storage and processing space for low toxicity wastes.

Staff is requesting Board approval of an extension of the VBN contract to provide VBN the time necessary to complete the remaining tasks.

Janet Coleson, Agency Counsel, recommended bringing the proposed bid to the Agency Board meeting on November 18, 2009, for the Board's award.

Chairman Marengo confirmed that the award of the construction contract for the HHW Building Enclosure Expansion Project Construction Contract would be brought back to the Board on November 18, 2009.

The second recommended action was moved by Steve Barbose, Sonoma, to approve adoption of the resolution to approve the Second Amendment to the Agreement with VBN Architects for Professional Services and authorize the Chair to execute the Amendment on behalf of the Agency. Tom O'Kane, County of Sonoma, seconded. Motion approved.

ADMINISTRATION

10.1 MOU FOR AGENCY STAFFING SERVICES (Continued from 9/16/ 2009 meeting)

Susan Klassen, Interim Executive Director, explained this item is in response to direction given to staff to conduct further research into the staffing model used by the Sonoma County Transportation Authority (SCTA). Additionally, direction was given to research the contractual arrangement that Board member Dan Schwarz from Rohnert Park had with Napa County LAFCO. And lastly, research the possibility that the SCWMA Executive Director (ED) could be converted to an "at will" contract position and explore what changes could be made to the existing MOU to provide greater input by Agency Board for selection and supervision of the ED.

Public Comment

Tim Smith, former SCWMA member, expressed a sense of urgency for the Executive Director recruitment.

Boardmember Discussion

Boardmembers discussed the importance of starting the recruitment, and modifying the MOU so that the Agency Board has more input and control in the hiring and firing of the ED. The ED would be a County employee who serves "at will" to the Agency Board.

Janet Coleson offered to draft a contract for the ED position, a County employee who serves "at will" to the Agency Board. Modification of the MOU would have to be approved by the County.

The decision was made to start the recruitment in November with the working title 'Recycling Manager/Executive Director stating the position is under review. Agency Counsel will draft an agreement between the Agency and the County of Sonoma for the ED.

Christa Johnson, Town of Windsor, moved to nominate a subcommittee consisting of Vince Marengo, Petaluma, Dan Schwarz, Rohnert Park, Nina Regor, Cloverdale, and Phil Demery, County of Sonoma, to review the position description. The recruitment should start after the subcommittee completes their review. Marsha Sue Lustig, Cotati, seconded. Motion approved.

Public Comment

Tim Smith, former SCWMA member, stated the recruitment should state the hiring of this position will be done by the County and the SCWMA.

Chairman Marengo called for a 10 minute break from 10:20 a.m. to 10:30 a.m.

ORGANICS

11.1 COMPOST RELOCATION UPDATE

Patrick Carter explained at the September 16, 2009 Agency meeting, the Board directed staff to return in September with additional information about efforts to relocate within the Central Disposal Site, at an adjoining site, and relocation off site. Additionally, there are two major issues with relocating the composting operations at Central with physical and regulatory constraints.

Staff has requested that ESA perform a fatal flaw analysis on an adjoining site, with an emphasis on biological resources.

Staff has received and reviewed the Administrative Draft Environmental Impact Report from ESA and expects ESA to publish a Notice of Availability of a Draft EIR this month. That report will be made available for viewing at the SCWMA office, local public libraries, and online at the Agency's website at www.recyclenow.org.

Public Comments

Will Bakx, Sonoma Compost Company, distributed a letter to the Agency Board. Mr. Bakx commented that the Regional Water Quality Control Board requirements would be the same on the 17 acre site as well as the Gray property. New technology would allow them to operate on 17 acres and they could expand on that site.

Tim Smith, former SCWMA Boardmember, commented that the measure of success in this process is not necessarily moving the program. During the EIR process to determine if moving the compost operation is feasible, the Gray property presented itself as a possibility. The likelihood of this item getting a unanimous vote is unlikely.

Alan Siegle, Sonoma Compost Company, explained that the Gray property and the 17 acre property are adjacent to each other and it's possible that ponds on the Gray property would alleviate the storm water runoff on the 17 acres.

Board member Comments

Jack Griffin, Sebastopol, questioned whether the 17 acre site would be available if Central doesn't reopen. Staff replied the County would decide on availability. While there has been no landfilling in the 17 acres, access could be problematic while the landfill is being capped.

Jack Griffin, reiterated that staff doesn't have a preference over any of the sites.

Ms. Johnson commented that Soiland has purchased Grab-n-Grow on Llano Road, and asked about the possibility of the Agency sending all or part of the green waste to that facility. Staff replied the facility is on a site that is less than 2 acres.

Ms. Klassen said staff could research that and bring it back to the Board.

Chairman Marengo said this item would be continued to the November 18, 2009 meeting.

11.2 COMPOST PERMITTING

The potential expiration of the Solid Waste Facility Permit related to composting at the Central Disposal Site was continued from the September meeting. The Board had requested additional information about the status of this permit and clarification of roles and responsibilities for the parties involved in the permit.

Patrick Carter reported costs associated with obtaining a permit to operate a compost facility at the Central Disposal Site are budgeted annually and the recommendation is to authorize the SCWMA Executive Director to renew Solid Waste Facility Permits at the Central Disposal Site as needed in the future.

Mr. Carter also spoke about the hauling arrangements for green waste. The Agency uses a County contract and the current agreement expires in 2010.

Chairman Marengo asked this item be agendized at a future meeting.

Jack Griffin, Sebastopol, made a motion to maintain the status quo and monitor any changes to the permit and if so, initiate a permit review. Dell Tredinnick, Santa Rosa, seconded. Motion approved.

Tom O'Kane left the meeting at 11:08 a.m.

DIVERSION

12. BOARDMEMBER COMMENTS

Dell Tredinnick requested a status update on the leachate pipeline.

Marsha Sue Lustig asked for a list of current Agency contracts at the Central Disposal Site and the consequences divestiture would have on those contracts.

Steve Barbose, Sonoma, expressed appreciation to the Board for the quality of the discussion for staffing services.

Jack Griffin, Sebastopol, said the Sebastopol City Council approved an MOU for a pilot commercial food recycling program.

13. STAFF COMMENTS

Susan Klassen inquired about a meeting in December.

Christa Johnson, Windsor, thought the Board should meet if there is business to attend to. Dan Schwarz, Rohnert Park, suggested the item be agendized on the November agenda. Susan Klassen asked the Board to consider action minutes since the meetings are recorded and the tapes are archived. After some discussion, the Board decided a short summary and the action would suffice.

Patrick Carter said Senate Bill 402, supported by the Board, was vetoed.

Lisa Steinman said Assembly Bill 1173, also supported by the Agency, was vetoed.

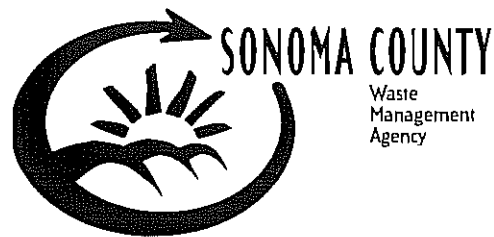
14. ADJOURNMENT

Meeting adjourned at 11:15 a.m.

Respectfully submitted,
Elizabeth Koetke

Copies of the following were distributed and/or submitted at this meeting:

- NY Times Article – Nudging Recycling from Less Waste to None
- Letter from Sonoma Compost Company to the Chair



Agenda Item #: 5.2
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 12/2/2009

ITEM: Third Amendment to the Agreement with ESA for Consulting Services for Compost Relocation Project

I. BACKGROUND

At the August 15, 2007 SCWMA Board meeting, the Board entered into an agreement with a team of consultants led by Environmental Science Associates (ESA) to assist the SCWMA in the selection, conceptual design, and preparation of CEQA documents for a new compost site in Sonoma County. Staff and the contractor have provided project updates at each subsequent Board meeting.

At the March 18, 2009 SCWMA Board meeting, the Board extended the term of the agreement to December 31, 2009 and included additional tasks to the Agreement with ESA (First Amendment).

At the May 20, 2009 SCWMA Board meeting, the Board included additional tasks to the agreement with ESA (Second Amendment).

II. DISCUSSION

As a result of the additional tasks requested of ESA through the First and Second Amendments to the Agency's Agreement with ESA for the compost relocation project, and as a result of the required commenting periods between EIR deliverables, it has become impossible for ESA to complete the work requested within the term provided. The agreement with ESA is set to expire on December 31, 2009.

The Third Amendment to the Agreement with ESA for the compost relocation project would extend the term of the agreement to June 30, 2010. While staff and ESA are confident the project can be completed by February or March 2010, this Amendment would allow for time buffer and would terminate at the end of the Fiscal Year.

III. FUNDING IMPACT

There are no funding impacts associated with the Third Amendment to the Agreement with ESA.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the Third Amendment to the Agreement with ESA for Consulting Services related to the compost relocation project.

V. ATTACHMENTS

Third Amendment to the Agreement with ESA

Approved by: _____
Susan Klassen, Interim Executive Director, SCWMA

THIRD AMENDMENT TO
AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND ENVIRONMENTAL SCIENCE ASSOCIATES
FOR CONSULTING SERVICES WITH REGARD TO THE COMPOST RELOCATION
PROJECT

This Third Amendment ("Amendment") to the Agreement for Consulting Services ("Agreement"), dated as of December 2, 2009, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, and Environmental Science Associates, a California Corporation, ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

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;

WHEREAS, Agency and Consultant amended this agreement as of March 18, 2009 ("First Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of May 20, 2009 ("Second Amendment"); and

WHEREAS, Agency is satisfied with services provided by Consultant and would like to continue receiving said services from Consultant; and

WHEREAS, the parties desire to amend the Agreement to extend the term of Agreement until June 30, 2010;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Section 3 Term of Agreement is hereby deleted and replaced in its entirety to read as follows:

3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2010, unless terminated earlier in accordance with the provisions of Article 4 below.

AGENCY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT
AGENCY
By:

Vincent Marengo, Chair

CONSULTANT: ENVIRONMENTAL SCIENCE ASSOCIATES
By:

Title:

APPROVED AS TO FORM FOR AGENCY:

Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Susan Klassen, Interim Executive Director

Sonoma County
HOME COMPOST EDUCATION AND PESTICIDE USE
REDUCTION EDUCATION PROGRAM
REPORT 2008-09

Paul Vossen and Deborah Curle



This is a report of activities for the second year (July 1, 2008 to June 30, 2009) of the renewed three-year contract from July 1, 2007 to June 30, 2010.

Results Summary

A total of 20,095 people were reached through 380 events, community gatherings, workshops, farmers' markets, library series talks, and the resource desks. Several thousand more were reached via our website that provides educational information on home composting and pesticide use reduction strategies. Based on these efforts, an estimated 1,911 tons of organic materials (kitchen scraps and yard waste) were diverted from the landfill this last year.

Program Goals and Contracted Tasks

To reduce organic landfill inputs by teaching home composting through volunteer Master Gardeners (MG) at public events, schools, community gatherings, resource desks, and workshops.

- Provide home composting and pesticide use reduction education (PURE) information via direct contact with 5,000-10,000 county residents at selected major public events such as the Sonoma County Fair, Harvest Fair, Home and Garden Show, Cloverdale Citrus Fair, Sonoma County Jail Industries Nursery bi-annual plant sale, Master Gardener's Bloomin' Backyards garden tour, etc. where large numbers of people are gathered (25 event days/year).
- Create an educational demonstration garden at the Sonoma County Fair.
- Provide home composting and PURE information via direct contact with county residents at eight farmers' markets (Healdsburg, Sebastopol, Oakmont, Sonoma, Santa Rosa, Occidental, Cotati and Petaluma), and Master Gardener Library Series presentations at 8 libraries (Cloverdale, Petaluma, Rohnert Park, Sonoma, Healdsburg, Windsor, Sebastopol, and Santa Rosa) for a minimum of 200 farmers' market and Library Series days.
- Distribute 10,000 educational brochures on home composting and PURE including UC Consumer Pest Cards, at the events listed above.
- Conduct 20 school classroom presentations, leaving the class with worm composting materials for students and teachers to practice school waste diversion and to effect behavioral change in students.
- Provide a resource desk and phone line to answer composting questions 5 days per week and 4-6 hours per day.
- Collect names of home composters to conduct a survey in 2010 on composting habits and information on their sources of composting information.
- Conduct a postcard survey in 2010, using names of contacts gathered at workshops.
- Estimate landfill diversion based on survey data from 1994-97, 2003-04, and 2007-08.

Background

Since 1993, the University of California Cooperative Extension (UCCE) has provided compost education for county residents with funding from the Sonoma County Waste Management Agency (SCWMA).

In the last fifteen years, the program has reached 255,820 residents with composting brochures, bin distribution programs, educational booths at large public events, library talks, farmers' market information tables, workshops, and by providing a resource desk for call-in/drop-in questions in Santa Rosa and Sonoma. Each year large numbers of people have been reached by concentrating efforts at

educational booths at well-attended public events.

Since its inception, the program has reached 7,400 residents through compost workshops and clinics. These are in-depth instructional seminars where the participants spend considerable time (1-2 hours) learning about composting and in some cases, making a compost pile. Over the years we have gradually shifted away from conducting long workshops due to declining attendance. Now our efforts focus on events and activities where large numbers of people gather.

In 1994-1997, three surveys were conducted documenting home composting by trained workshop and educational event participants, which provided the benchmark for tonnage diversion up until 2002. According to those surveys we estimated that almost 70% of workshop contacts began or increased composting and reduced their input into the waste stream by 19.5 gallons per household per month.

In 2003-04, a short post card survey was sent to people who received information about home composting from the Master Gardener Program. This survey was designed to gather information about the effectiveness of information dissemination on home composting from mini-demos and event booths. Most of these contacts are much shorter than contacts made at workshops and do not usually include hands-on compost pile construction. This audience of people is not necessarily motivated to attend a long workshop specifically on compost pile construction. Many more contacts are made with this methodology, but the length and detail of the contacts is diminished. From those responses we estimated that about one-quarter (23.2%) of those, who had received information on composting, started or increased their composting. Those respondents indicated that on average they were composting almost 1 gallon (0.92 gallons) of kitchen waste and almost 4 gallons (3.68 gallons) of yard waste per month. Additionally, almost one-third (29.7%) of the survey respondents indicated that on average they were diverting 13.8 gallons per month of organic materials into the curbside pick up containers.

In 2007 we conducted another postcard survey of people attending mini demos and information booths. According to that survey, 19.7% of the people receiving compost information from the Master Gardener Program started or increased composting. They also indicated that they were composting 17.9 gallons of kitchen scraps and yard waste per month. Current diversion estimates are based on this survey work.

The Compost Education Program is operated primarily by volunteers. The budget reflects maintenance of current educational efforts. There are four unique aspects to this project:

1. Master Gardener (MG) volunteers are under the direction of the University of California Cooperative Extension (UCCE) and connected to UC-based research expertise.
2. Non-biased documentation of the results of educational efforts is conducted periodically in order to re-evaluate and update methodologies of the program. Landfill diversion estimates are based on statistically valid indicators of behavioral change collected from survey data.
3. Master Gardeners have a broad-based network of community projects and a reputation for providing practical science based information.
4. The volunteer nature of the program provides multiple in-person contacts for homeowners at a substantially lower cost than private contracting.

A part-time MG coordinator (25%) and a core group of about 10 trained volunteers, under the direction of UCCE Horticulture Advisor, Paul Vossen, carried out the Home Compost Education Program this last year.

OBJECTIVES ACHIEVED IN 2008-09

Events, Community Gatherings, and Workshops

The Master Gardeners had booths at five large public events, community gatherings, and workshops (28 event days) in the county and provided information to 12,974 people. They distributed thousands of brochures and demonstrated home composting with display bins, compost piles, and worm boxes. The events, dates, and number of contacts are listed in Table 1. The demonstration garden at the Sonoma County Fair displayed a home compost system and provided home composting brochures to many contacts. Large audiences were attracted to the garden and received information on composting as in past years.



Table 1. Master Gardener Program Home Composting Education at Large Events, Community Gatherings, and Workshops

EVENT	DATE	# OF CONTACTS
Sonoma Co. Fair booth & demo garden	7-22 to 8-4 (14 days)	7,052
Sonoma County Harvest Fair	10-4 to 10-5 (2 days)	1,866
Cloverdale Citrus Fair	2-13 to 2-16 (4 days)	100
Spring Home & Garden Show	3-20 to 3-22 (3 days)	3,556
S.R. Medical Alliance Garden Tour	5-15 to 5-16 (2 days)	100
So. County Jail Industries Nursery Sales	9-6, 10-4, 3-14 (3 days)	300
TOTAL	28 Event Days	12,974

Other Educational Events

The Master Gardeners presented information on composting at 380 small-scale events throughout the year. They distributed brochures, made short presentations on home composting and worm composting, and answered questions about starting a home compost pile for 5,313 people (4,513 at farmers' markets, small fairs, garden clubs, tours, and 800 at library series classes). The event dates and contact numbers are listed in Tables 2 and 3. The farmers' markets have information tables where Master Gardeners provide guidance on plant culture, pest control and composting. The library series events focus on a specific gardening topic and include information and handouts on home composting and pesticide use reduction. Some of the library series talks specifically focus on composting or worm composting.

Table 2. Master Gardener Home Composting Education Program Contacts at Farmers Markets, Small Fairs, Garden Clubs, and Community Gardens

EVENT	DATE	# PEOPLE CONTACTED
5 Cotati Farmers' Mkts.	1 st Thursday (monthly) 5 mos.	150
21 Healdsburg Farmers' Mkts.	May through September	220
30 Sebastopol Farmers' Mkts.	May through November	526
83 Sonoma Farmers' Mkts.	April - Oct. & Fridays all year	572
21 Santa Rosa Farmers' Mkts.	May through September	777
26 Petaluma Farmers' Mkts.	May through October	100
21 Occidental Farmers' Mkts.	May through September	520
Humane Society Garden	40 weeks – all year	688
Various Garden Club Talks	All year	450
Harvest For The Hungry	February – November	425
Sonoma Garden Park	All year	485
TOTAL CONTACTS		4,513

Table 3. Master Gardener Home Composting Program Contacts at Library Series Talks

LIBRARY SERIES	# PEOPLE CONTACTED
Cloverdale Library Series	50
Healdsburg Library Series	168
Petaluma Library Series	172
Rincon Valley Library Series	84
Rohnert Park Library Series	83
Sebastopol Library Series	25
Sonoma Library Series	100
Windsor Library Series	143
TOTAL LIBRARY SERIES CONTACTS	800

Table 4. Master Gardener School Presentations

SCHOOL	DATE
1 @ McKinley School	7-30
1 @ Piner High School	10-2
1 @ Biella School	10-6
1 @ Rincon Charter School	10-15
1 @ Brook Hill School	10-22
1 @ MacDowell Elem. School	10-27
1 @ San Miguel School	10-30
2 @ Spring Creek School	11-19
1 @ Castle Preschool	3-18
2 @ Monroe School	3-19
1 @ Mark West Charter School	3-24
2 @ Brush Creek Montessori	4-3
2 @ Dunham School	4-6
1 @ Prestwood Elementary	5-9
1 @ Spring Hill Montessori	5-15
19 Presentations at 15 Schools	

School Presentations

Master Gardeners made 19 school presentations in classrooms with an average of 25 - 30 students. During this last fiscal year 475 students (K-12) were contacted. The demonstrations were for the length of a normal class period. They were done to develop an environmental awareness and to encourage recycling of organic wastes from the classroom and school. Most presentations included the establishment of a worm box in the classroom. Fliers were sent home with students to encourage parents to compost and recycle. See Table 4 for a list of schools and presentation dates.



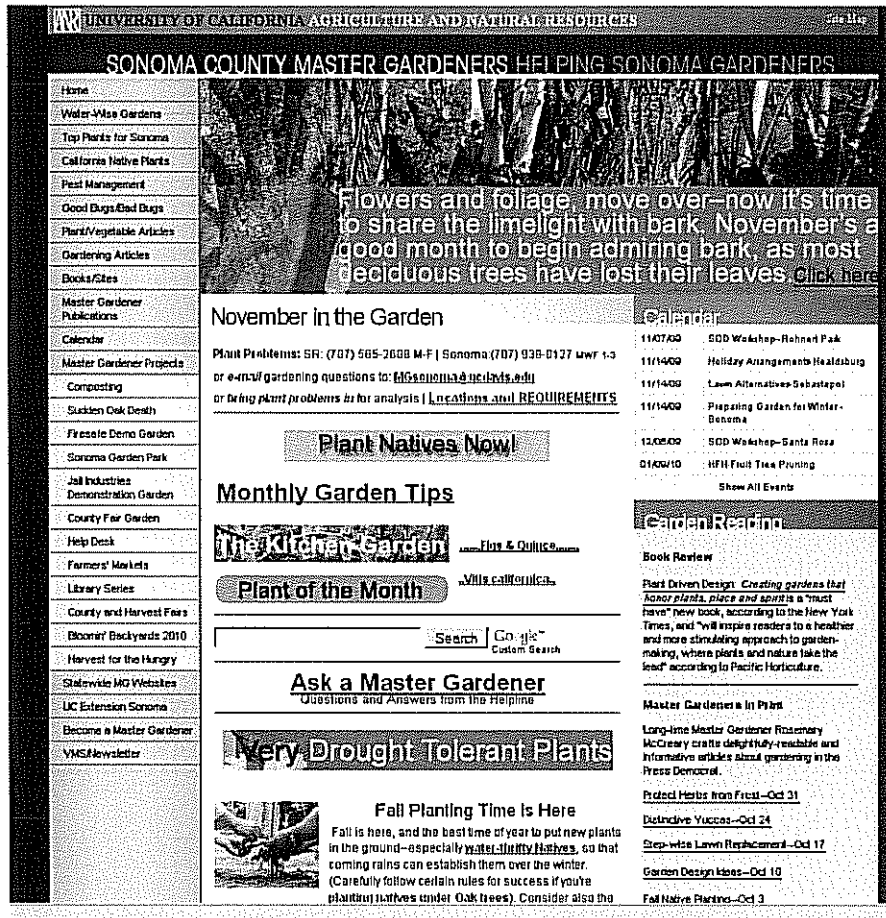
Educational Brochures

The Master Gardeners printed and distributed 10,000 copies of educational brochures about home composting at events, workshops, and schools presentations. Master Gardeners developed all of the educational brochures, except the Renee's Garden Guide, Worm Digest, and Composting Matters.

- *More Hints for Composting*
- *Composting Matters Activity Book*
- *Recycling Tips For Gardeners*
- *Abono Natural (Home Composting in Spanish)*
 - *Worm Composting*
- *Renee's Garden Home Composting Guide*
- *Putting Worms To Work And Keeping Them Happy*

Resource Desks

The Master Gardeners maintain a phone answering service for gardening questions in both Santa Rosa five days per week and Sonoma three days per week. They also handle walk-in clientele and questions via email. Trained Master Gardeners answered questions related to home composting from 1,333 people and sent many of those people an appropriate handout on home composting.



Website (www.sonomamastergardeners.org)

The UCCE Sonoma County Master Gardener website offers many resources for the home gardener, including a variety of composting publications that can be accessed at <http://groups.ucanr.org/sonomamg/Workshops/> :

- Composting Tips
- Composting – General
- Compost in a hurry
- Rapid Compost Method
- Worm Composting
- The Compost Pile

The website generated 81,295 visits during FY08-09, compared with 45,662 visits for FY07-08.

Conclusions & Recommendations

This past fiscal year, 2008-2009, was the second year of a renewed contract that ends June 30, 2010. The home composting program has been teaching backyard composting to homeowners, apartment dwellers, and school children for more than fifteen years. Each year we evaluate the program and make changes to meet the goal of reaching the largest number of people in the least time-consuming and most rewarding ways for the participants and the Master Gardener volunteer trainers. The group is committed to including composting and pesticide use reduction information as an essential part of gardening. Last year 10 Master Gardeners participated in the home compost educational effort as trainers and made 20,095 total contacts, not including contacts through our website:



• Major Events and Workshops	12,974
• Farmers Markets and Library Series	5,313
• School children	475
• Phone Desk, Santa Rosa and Sonoma	<u>1,333</u>
TOTAL	20,095
• Website	81,295

Home composting education has become an integral part of the Master Gardener program and the volunteers are committed to it. A composting curriculum has been added to the core-training program for all new Master Gardeners, new trainers are added each year, effective publications and handouts have been developed, and there is timely coordination of activities. The Master Gardeners are proud of

the success of the home composting program. If the Sonoma County Waste Management Agency continues to fund the program for coordination support, it could continue indefinitely.

A concentration of efforts toward providing information at events where people are already present has greatly increased our numbers of contacts the last few years. Many of those contacts are made during short conversations at Master Gardener educational booths like the demonstration garden and booth at the Sonoma County Fair, farmers markets, garden tours, garden club talks, festivals, Harvest Fair, community gardens, and library series presentations. Compost talks and demonstrations are a continuation of similar efforts conducted last year where short workshop presentations are accompanied with handouts and a short message on home composting.

Future Considerations for the Project

Our recommendation is to continue the countywide Home Compost Education Program delivered through the University of California Cooperative Extension volunteer Master Gardeners. The program is flexible enough to include special efforts and new ideas for increasing the numbers of contacts or improving the volume of materials diverted from the waste stream. The focus should continue to be to provide short presentations and handout materials to county residents and encourage home composting and reduction of compostable materials and toxic substances entering the landfill, plus the side effect of increasing overall awareness of the waste stream.

In order to continue reaching large numbers of people, information booths will continue to be set up at appropriate events to inform people about home composting. It is more efficient to go where the people are rather than try to attract them to an event to teach them how to compost. We have determined that information delivered in short talks accompanied by handouts reaches the largest number of people and through our post card surveys about 1/5 of those reached start or increase their home composting.

We continue to teach a few traditional workshops that are stand-alone programs, which demonstrate home composting with hands on methodology. When only a few of these are done each year, if they are well publicized, and when they are held at easily accessible locations, they have been fairly well attended. There are a couple of Master Gardener compost trainers that are willing to continue to teach them if an audience can be generated. Other venues of information delivery such as school community gatherings have also been successful and will be explored more for presentations where adults and students interact and where Master Gardener volunteers can deliver a home composting workshop. One very successful educational event is the Bloomin' Backyards garden tour, which is offered every other year (next BB garden tour scheduled for June 2010).

Continuation of training sessions in school classrooms is recommended. Sending information materials home with school children should encourage parent participation and exposing children to composting at a young age is very positive for their awareness of the waste stream. This next year's budget will provide for printing of essential educational materials and operating supplies. The part-time program coordinator position is essential in providing the volunteer training, support, and supervision to conduct the program.

Tonnage Diversion Estimates

The home composting program had direct contact with 19,620 people in FY 2009-10 at five large events and workshops (28 days) and 380 smaller scale events such as: farmers' markets, tours, small fairs, and library presentations. The home compost education program also distributed 10,000 composting brochures through educational booths, the Master Gardener desk, and through school presentations (475 youth). Calculations for the tonnage diversion estimates are based on direct adult contacts only.

Our (University of California) survey in 2007 indicated that 19.7% of the people contacted started or increased home composting. On the average they reduced their landfill input of kitchen scraps and yard waste by 4.14 gallons per week (17.9 gallons per month - 215.3 gallons per year). According to past surveys 25% was kitchen waste and 75% was yard waste. Based on these figures the diversion increase for FY 2007-08 due to the addition of new home composters was:

- $19,620 \times 19.7\% = 3,865$ households beginning or increasing home composting
- **Kitchen scraps*** diverted = 4.5 gallons per month/household = 17,393 gallons per month = 50.44 tons per month = 605.3 tons per year = 1,034 cubic yards per year
- **Yard waste*** diverted = 13.4 gallons per month/household = 51,791.0 gallons per month = 108.8 tons per month = 1,305.2 tons per year = 3,078.2 cubic yards per year
- **TOTAL DIVERTED = 1,910.5 tons per year = 4,112.2 yd³ per year**

** Weight and volume calculations for kitchen scraps are based on 70% moisture (5.8 lbs./gallon) (1,171 lbs./yd³). Weight and volume calculations for yard waste are based on 50% moisture (4.2 lbs./gallon) (848 lbs./yd³). Kitchen scraps represent about 25% and yard waste 75% of the compostable materials based on past survey data.*

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Agenda Item #: 5.4
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 12/2/2009

ITEM: Carryout Bag Update

I. BACKGROUND

The SCWMA Board of Directors requested staff to provide updates at each SCWMA meeting subsequent to the March 2008 meeting. Staff researches new developments in California and out-of-state legislation regarding paper and plastic carryout bags.

II. DISCUSSION

Several actions are under consideration or have taken place throughout the country regarding carryout bags.

- The City of Berkeley is considering banning plastic carryout bags and imposing a \$0.25 fee on paper carryout bags¹. Berkeley is using a Negative Declaration to comply with CEQA.
- The County of Kauai, Hawaii voted to enact a ban on all plastic carryout bags and paper bags that do not have a minimum of 40% post consumer recycled content². The ban will go into effect January 11, 2011.
- The City of San Jose is seeking to enact an ordinance banning plastic bags and paper bags that are not at least 40% post consumer recycled content³. San Jose will use an Environmental Impact Report to comply with CEQA. The council will consider dropping the ban if the state legislature bans or imposes a fee on the carryout bags. The ordinance would exempt restaurants and non-profits.
- Wal-Mart will be implementing a program to reduce plastic bag use⁴. Customers at three northern California stores, including the store in Ukiah, will either have to bring their own bags or pay \$0.15-\$1.00 for a reusable bag. The program was scheduled to already be underway, but Wal-Mart decided to postpone the program until after the holiday season. Staff is not aware of any Sonoma County stores participating in this pilot project.

III. FUNDING IMPACT

There are no funding impacts resulting from this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is for informational purposes only. There is no requested action.

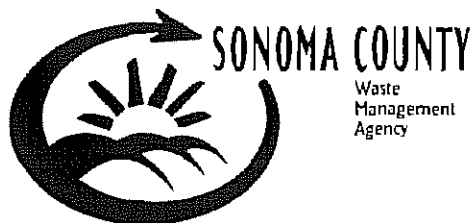
Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

¹ <http://www.cityofberkeley.info/ContentDisplay.aspx?id=44530>, retrieved 11/2/2009

² http://www.starbulletin.com/business/20091008_Kauai_Council_approves_ban_on_plastic_bags_with_4-2_vote.html?c=y&page=1, retrieved 11/2/2009

³ <http://sanjose.bizjournals.com/sanjose/stories/2009/09/21/daily106.html>, retrieved 11/2/2009

⁴ <http://www.pressdemocrat.com/article/20091014/ARTICLES/910149899?Title=Ukiah-Wal-Mart-is-kicking-the-plastic-bag-habit>, retrieved 11/2/2009



Agenda Item #: 5.5
Cost Center: All
Staff Contact: Klassen/Fisher
Meeting Date: 12/2/2009

ITEM: FY 09-10 First Quarter Financial Report

I. BACKGROUND

In accordance with the JPA requirement that the Agency make quarterly reports of Agency operations and of all receipts to and disbursements from the Agency, this report covers the First Quarter of FY 09-10 (July, August, and September, 2009).

II. FUNDING IMPACT

The First Quarter Financial Report uses information from the county accounting system Financial Account and Management Information System (FAMIS) for expenses and revenues. The First Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the approved budget and the difference between the approved budget and the projections. With limited information (the first quarter of the fiscal year), this financial report is narrow in scope. For example, Tipping Fee Revenue only included two months' payments.

Based on information provided by the Refuse Division, it appears that the tipping fee is going to be 13% less than budgeted for FY 09-10. Using the tonnages reported to the California Integrated Waste Management Board, there is less than anticipated material coming to the solid waste system for disposal.

The Sunday closures at the Central Disposal Site are expected to have an impact on the financial condition of the organics program. There is a reduction in the amount of material coming to the composting site for processing. This affects both revenues and expenditures.

There will be some salary savings due to the vacancy in the Executive Director's position. With the assistance of County, it is estimated that a 20% reduction would be achieved.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the First Quarter Financial Report on the Consent Calendar.

IV. ATTACHMENTS

First Quarter Financial Report 09-10 Revenue and Expenditure Comparison Summary.

Approved by: 
Susan Klassen, Interim Executive Director

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

INDICES

799114, 799213, 799312, 799411, 799510
799619, 799221, 799320, 799338, 799718

PREPARED BY: Charlotte Fisher

Susan Klassen, Interim Executive Director

A. SUMMARY OF PROJECTIONS

	FY 09-10 Adopted Budget	Adjustment	FY 09-10 Adjusted Budget	FY 09-10 Projection	Over/(Under) Budget
TOTAL EXPENDITURES	8,346,039	0	8,346,039	6,942,291	(1,403,748)
TOTAL REVENUES	8,084,622	0	8,084,622	6,271,498	(1,813,124)
NET COST	261,417	0	261,417	670,793	409,376

B. SUMMARY OF EXPENDITURES

	Actual July-Sept 09	Expense Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
SERVICES & SUPPLIES	1,107,545	4,837,447	5,944,992	6,181,190	(236,198)
OTHER CHARGES	0	997,299	997,299	2,164,849	(1,167,550)
TOTAL EXPENDITURES	1,107,545	5,834,746	6,942,291	8,346,039	(1,403,748)

C. SUMMARY OF REVENUES

	Actual July-Sept 09	Revenue Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
INTEREST ON POOLED CASH	0	56,017	56,017	66,727	(10,710)
TIPPING FEE REVENUE	755,006	3,535,552	4,290,558	4,753,252	(462,694)
SALE OF MATERIAL	0	95,000	95,000	95,000	0
STATE-OTHER	0	397,374	397,374	506,760	(109,386)
OT-WITHIN ENTERPRISE	0	1,011,955	1,011,955	2,243,860	(1,231,905)
DONATIONS/REIMBURSEMENTS	15,926	404,668	420,594	419,023	1,571
TOTAL REVENUES	770,932	5,500,566	6,271,498	8,084,622	(1,813,124)

C. SUMMARY OF NET COSTS

	Actual July-Sept 09	Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
NET COST	336,613	334,180	670,793	261,417	409,376

OT-Within Enterprise is projected to be \$1,231,905 under budget. In this case, the operating transfers are used to take funds from the individual cost centers and place in the reserve centers per Board policy. This projection is based on the first quarter information and will be changing as the fiscal year continues. The final determination of transfers to the reserves will be made as a part of the third quarter financial report.

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

799114 WOOD WASTE

PREPARED BY: Charlotte Fisher

Susan Klassen, Interim Executive Director

A. SUMMARY OF PROJECTIONS

	FY 09-10 Adopted Budget	Adjustment	FY 09-10 Adjusted Budget	FY 09-10 Projection	Over/(Under) Budget
TOTAL EXPENDITURES	300,865	0	300,865	202,576	(98,289)
TOTAL REVENUES	243,315	0	243,315	182,375	(60,940)
NET COST	57,550	0	57,550	20,201	(37,349)

B. SUMMARY OF EXPENDITURES

	Actual July-Sept 09	Expenditure Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
SERVICES & SUPPLIES	43,492	159,084	202,576	219,346	(16,770)
OT WITHIN ENTERPRISE	0	0	0	81,519	(81,519)
TOTAL EXPENDITURES	43,492	159,084	202,576	300,865	(98,289)

Services and Supplies is projected to only be \$16,770 under budget because of less than projected contract expenses due to less material coming to the composting facility. There are less transportation costs as well.

OT Within Enterprise is projected to be under budget. At this time, there are no anticipated contributions to the Organics Reserve from the Wood Waste cost center.

C. SUMMARY OF REVENUES

	Actual July-Sept 09	Revenue Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
INTEREST ON POOLED CASH	0	587	587	795	(208)
TIPPING FEE REVENUE	27,798	138,990	166,788	227,520	(60,732)
OTHER SALES	0	10,000	10,000	10,000	0
DONATIONS/REIMBURSEMENT	0	5,000	5,000	5,000	0
TOTAL REVENUES	27,798	154,577	182,375	243,315	(60,940)

The revenues for wood waste are 27% lower than budgeted because there is less material coming to the composting facility. There is a very competitive market for wood waste and, if any of the private processors are priced lower than Sonoma Compost Company, the Agency contractor, then the amount of material is less than anticipated.

D. SUMMARY OF NET COST

The net cost for Wood Waste is anticipated to be \$37,557 under budget because of there are no transfers of undesignated funds.

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

799213 YARD DEBRIS

PREPARED BY: Charlotte Fisher

Susan Klassen, Interim Executive Director

A. SUMMARY OF PROJECTIONS

	FY 09-10 Adopted Budget	Adjustment	FY 09-10 Adjusted Budget	FY 09-10 Projection	Over/(Under) Budget
TOTAL EXPENDITURES	4,175,860	0	4,175,860	3,772,375	(403,485)
TOTAL REVENUES	3,170,572	0	3,170,572	3,060,210	(110,362)
NET COST	1,005,288	0	1,005,288	712,165	(293,123)

B. SUMMARY OF EXPENDITURES

	Actual July-Sept 09	Expenditure Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
SERVICES & SUPPLIES	613,885	2,153,202	2,767,087	2,786,907	(19,820)
OTHER CHARGES	0	1,005,288	1,005,288	1,388,953	(383,665)
TOTAL EXPENDITURES	613,885	3,158,490	3,772,375	4,175,860	(403,485)

Services and Supplies is projected to be \$19,820 under budget for the following reasons:

Contract Services is projected to be \$6,747 over budget due to increased expense in the transportation of the organic material coming from the transfer stations to the composting facility. There is a fuel adjust effective September 1, which will reduce the rate being paid.

Administration Costs are projected to be \$20,047 under budget due to salary savings resulting from a vacancy for a portion of the fiscal year.

OT Within Enterprise is expected to be under budget \$383,665 due to less contribution being made to the Organics Reserve.

C. SUMMARY OF REVENUES

	Actual July-Sept 09	Revenue Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
INTEREST ON POOLED CASH	0	12,840	12,840	12,840	0
TIPPING FEE REVENUE	492,895	2,464,475	2,957,370	3,067,732	(110,362)
SALE OF MATERIALS	0	85,000	85,000	85,000	0
DONATIONS/REIMBURSEMENT	0	5,000	5,000	5,000	0
TOTAL REVENUES	492,895	2,567,315	3,060,210	3,170,572	(110,362)

Tipping Fee Revenue is anticipated to be \$110,362 under budget due to the closure of the Central Disposal Site, which in effect prevents Sonoma Compost Company from being open for business.

D. SUMMARY OF NET COST

The Net Cost for the Yard Debris Cost Center is anticipated to be \$293,123 under budget due to the fewer undesignated funds being available for transfer to the Organics Reserve.

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

799312 HOUSEHOLD HAZARDOUS WASTE
799411 EDUCATION
799510 DIVERSION
799619 PLANNING

PREPARED BY: Charlotte Fisher

Susan Klassen, Interim Executive Director

A SUMMARY OF PROJECTIONS

	FY 09-10 Adopted Budget	Adjustment	FY 09-10 Adjusted Budget	FY 09-10 Projection	Over/(Under) Budget
TOTAL EXPENDITURES	2,898,325	0	2,898,325	2,023,523	(874,802)
TOTAL REVENUES	2,182,694	0	2,182,694	1,781,545	(401,149)
NET COST	715,631	0	715,631	241,978	(473,653)

B SUMMARY OF EXPENDITURES

	Actual July-Sept 09	Expenditure Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
SERVICES & SUPPLIES	334,340	1,697,172	2,031,512	2,203,948	(172,436)
OTHER CHARGES	0	(7,989)	(7,989)	694,377	(702,366)
TOTAL EXPENDITURES	334,340	1,689,183	2,023,523	2,898,325	(874,802)

Services and supplies is projected to be \$172,436 under budget primarily as a result of the following:

Household Hazardous Waste Cost Center

Administration Costs are anticipated to be \$25,118 under budget due to a staff vacancy for a portion of the fiscal year.

Education Cost Center

Office Expense is projected to be \$7,008 under budget based on the actual expenses of the first quarter.

Administration Costs are anticipated to be \$42,641 under budget due to a staff vacancy for a portion of the fiscal year.

DP-New Projects is projected to be \$35,000 over budget. This is the website design project which was not rebudgeted and has been with a budgetary adjustment, approved at the September meeting, but was not entered into the FAMIS system before the end of the quarter.

Diversion

Professional Services is anticipated to be \$91,447 under budget because there was an 85% reduction in the award of the beverage container recycling grant.

Administration Costs are anticipated to be \$7,446 under budget due to a staff vacancy for a portion of the fiscal year.

Planning

Administration Costs are anticipated to be \$4,975 under budget due to a staff vacancy for a portion of the fiscal year.

Legal Services are projected to be \$7,474 over budget due to unanticipated complexities associated with the ColWMP revision.

C SUMMARY OF REVENUES

	Actual July-Sept 09	Revenue Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
INTEREST ON POOLED CASH	0	6,932	6,932	8,666	(1,734)
STATE - OTHER	0	197,619	197,619	307,005	(109,386)
TIPPING FEE REVENUE	234,313	932,087	1,166,400	1,458,000	(291,600)
DONATIONS/REIMBURSEMENTS	15,926	394,668	410,594	409,023	1,571
TOTAL REVENUES	250,239	1,531,306	1,781,545	2,182,694	(401,149)

Interest on Pooled Cash is projected to be \$1,734 under budget because of reduction in grant awards and reduced revenues from tipping fees.

State-Other is projected to be \$109,386 under budget due to a substantial reduction in grant awards from the Department of Conservation and the California Integrated Waste Management Board.

Tipping Fee Revenues for all the surcharge cost centers is anticipated to be \$291,600 under budget due to less than anticipated tonnage being processed through the County system. It is planned that the County's recent award of new franchise agreements will increase the amount of material being "tipped" at the County disposal sites, which will increase the amount of revenue coming to the Agency. The agreements take effect in November and it should be apparent by the fiscal mid-year report if the revenues will be increasing.

The breakdown by cost center is as follows:

Household Hazardous Waste	(211,410)
Education	(64,152)
Diversion	(5,832)
Planning	(10,206)
	<u>(291,600)</u>

D SUMMARY OF NET COST

The net cost for cost centers receiving revenue from the \$5.40/ton surcharge is anticipated to be as follows:

Index 799312	Household Hazardous Waste	128,619
Index 799411	Education	89,507
Index 799510	Diversion	11,832
Index 799619	Planning	12,020
	Overall Net Cost	241,978

The net costs include the prior year undesignated transfers to the appropriate reserve centers.

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

799221 ORGANICS RESERVE
799320 HHW CLOSURE RESERVE
799338 HHW FACILITY RESERVE
799718 CONTINGENCY

PREPARED BY: Charlotte Fisher

Susan Klassen, Interim Executive Director

A. SUMMARY OF PROJECTIONS

	FY 09-10 Adopted Budget	Adjustment	FY 09-10 Adjusted Budget	FY 09-10 Projection	Over/(Under) Budget
TOTAL EXPENDITURES	970,989	0	970,989	943,817	(27,172)
TOTAL REVENUES	2,488,041	0	2,488,041	1,247,368	(1,240,673)
NET COST	(1,517,052)	0	(1,517,052)	(303,551)	1,213,501

B. SUMMARY OF EXPENDITURES

	Actual July-Sept 09	Expenditure Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
SERVICES & SUPPLIES	115,828	827,989	943,817	970,989	(27,172)
OTHER CHARGES	0	0	0	0	0
TOTAL EXPENDITURES	115,828	827,989	943,817	970,989	(27,172)

Services and Supplies are anticipated to be \$27,172 under budget as follows:

Organics Reserve

Administration Costs are anticipated to be \$6,175 under budget due to a staff vacancy for a portion of the fiscal year.

HHW Facility Reserve

Administration Costs are anticipated to be \$9,535 under budget due to a staff vacancy for a portion of the fiscal year.

C. SUMMARY OF REVENUES

	Actual July-Sept 09	Revenue Estimated Oct 09-June 10	Total Estimated FY 09-10	Adjusted Budget FY 09-10	Over/(Under) Budget
INTEREST ON POOLED CASH	0	35,658	35,658	44,426	(8,768)
STATE-OTHER	0	199,755	199,755	199,755	0
OT-WITHIN ENTERPRISE	0	1,011,955	1,011,955	2,243,860	(1,231,905)
TOTAL REVENUES	0	1,247,368	1,247,368	2,488,041	(1,240,673)

Interest on Pooled Cash is anticipated to be \$8,768 under budget due to less contributions coming to the reserves from the appropriate cost centers.

OT-Within Enterprise is anticipated to be \$1,231,905 under budget due to less available funds being transferred from the working cost centers to the appropriate reserve centers.

D. SUMMARY OF NET COST

The projected net cost for the reserve cost centers is as follows:

Organics	(514,436)
HHW Closure	(7,260)
HHW Facility	100,663
Contingency	117,482
	<u>(303,551)</u>

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - WOOD WASTE
DETAIL**

799114

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6103	LIABILITY INSURANCE	835	0	835	950	(115)
6400	OFFICE EXPENSE	0	0	0	0	0
6521	COUNTY SERVICES	0	500	500	500	0
6540	CONTRACT SERVICES	37,845	151,380	189,225	205,880	(16,655)
6573	ADMINISTRATION COSTS	4,447	2,263	6,710	6,710	0
6610	LEGAL SERVICES	0	0	0	0	0
6629	ACCOUNTING SERVICES	0	998	998	998	0
6630	AUDIT SERVICES	0	1,900	1,900	1,900	0
6880	SMALL TOOLS	365	2,043	2,408	2,408	0
7062	ENFORCEMENT AGENCY FE	0	0	0	0	0
7302	TRAVEL	0	0	0	0	0
TOTAL SERVICES & SUPPL		43,492	159,084	202,576	219,346	(16,770)
8624	OT-WITHIN ENTERPRISE	0	0	0	23,969	(23,969)
	OT-WITHIN ENTERPRISE (PY	0	0	0	57,550	(57,550)
TOTAL OTHER CHARGES		0	0	0	81,519	(81,519)
TOTAL EXPENDITURES		43,492	159,084	202,576	300,865	(98,289)

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - WOOD WASTE
DETAIL**

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	REVENUE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	587	587	795	(208)
2901	TIPPING FEE REVENUE	27,798	138,990	166,788	227,520	(60,732)
4020	OTHER SALES	0	10,000	10,000	10,000	0
4102	DONATIONS/REIMBURSEMENT	0	5,000	5,000	5,000	0
TOTAL REVENUES		27,798	154,577	182,375	243,315	(60,940)
NET COST		15,694	4,507	20,201	57,550	(37,349)

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - YARD DEBRIS
DETAIL**

**799213
EXPENDITURES**

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	1,669	0	1,669	1,900	(231)
6400	OFFICE EXPENSE	320	0	320	0	320
6521	COUNTY SERVICES	0	525	525	525	0
6540	CONTRACT SERVICES	592,050	2,042,738	2,634,788	2,634,788	0
6573	ADMINISTRATION COSTS	18,506	61,678	80,184	100,231	(20,047)
6590	ENGINEERING SERVICES	0	0	0	0	0
6610	LEGAL SERVICES	117	7,883	8,000	8,000	0
6629	ACCOUNTING SERVICES	0	4,797	4,797	4,797	0
6630	AUDIT SERVICES	0	3,350	3,350	3,350	0
6820	RENTS/LEASES - EQUIPMEN	0	5,500	5,500	5,500	0
6880	SMALL TOOLS/INSTRUMENT	731	4,085	4,816	4,816	0
7062	ENFORCEMENT AGENCY FEI	0	20,000	20,000	20,000	0
7301	COUNTY CAR	354	2,646	3,000	3,000	0
7302	TRAVEL EXPENSE	17	0	17	0	17
7309	UNCLAIMABLE COUNTY	121	0	121	0	121
TOTAL SERVICES & SUPPL		613,885	2,153,202	2,767,087	2,786,907	(19,820)
8624	OT-WITHIN ENTERPRISE	0	0	0	404,725	(404,725)
	OT-WITHIN ENTERPRISE (PY	0	1,005,288	1,005,288	1,005,288	0
8700	REIMBURSEMENTS	0	(21,060)	(21,060)	(21,060)	0
TOTAL OTHER CHARGES		0	1,005,288	1,005,288	1,388,953	(383,665)
TOTAL EXPENDITURES		613,885	3,158,490	3,772,375	4,175,860	(403,485)

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - YARD DEBRIS
DETAIL**

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	12,840	12,840	12,840	0
2901	TIPPING FEE REVENUE	492,895	2,464,475	2,957,370	3,067,732	(110,362)
4020	OTHER SALES	0	85,000	85,000	85,000	0
4102	DONATIONS/REIMBURSEMEI	0	5,000	5,000	5,000	0
TOTAL REVENUES		492,895	2,567,315	3,060,210	3,170,572	(110,362)
NET COST		120,990	591,175	712,165	1,005,288	(293,123)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HOUSEHOLD HAZARDOUS WASTE
DETAIL

799312

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	3,515	0	3,515	4,000	(485)
6400	OFFICE EXPENSE	3,288	2,712	6,000	6,000	0
6500	PROFESSIONAL SERVICES	2,635	76,885	79,520	79,520	0
6521	COUNTY SERVICES	0	2,000	2,000	2,000	0
6540	CONTRACT SERVICES	204,734	1,016,401	1,221,135	1,221,135	0
6573	ADMINISTRATION COSTS	35,799	107,397	143,196	168,314	(25,118)
6610	LEGAL SERVICES	1,346	13,654	15,000	15,000	0
6629	ACCOUNTING SERVICES	0	1,900	1,900	1,900	0
6630	AUDIT SERVICES	0	8,400	8,400	8,400	0
6840	RENTS/LEASES-BLDGS/IMP	0	23,000	23,000	23,000	0
6880	SMALL TOOLS/INSTRUMENT	365	2,043	2,408	2,408	0
7303	TRAVEL EXPENSE	0	1,000	1,000	1,000	0
7400	DATA PROCESSING	0	0	0	50	(50)
TOTAL SERVICES & SUPPL		251,682	1,255,392	1,507,074	1,532,727	(25,653)
8624	OT-WITHIN ENTERPRISE	0	0	0	58,562	(58,562)
	OT-WITHIN ENTERPRISE (P)	0	0	0	607,015	(607,015)
	HHW CLOSURE	0	6,667	6,667	6,667	0
8700	REIMBURSEMENTS	0	(14,656)	(14,656)	(14,656)	0
TOTAL OTHER CHARGES		0	(7,989)	(7,989)	657,588	(665,577)
TOTAL EXPENDITURES		251,682	1,247,403	1,499,085	2,190,315	(691,230)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HOUSEHOLD HAZARDOUS WASTE
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CAS	0	6,092	6,092	7,615	(1,523)
2500	STATE-OTHER	0	163,873	163,873	163,873	0
2901	TIPPING FEE REVENUE	176,882	668,758	845,640	1,057,050	(211,410)
4102	DONATIONS/REIMBUREMEN	14,255	340,606	354,861	354,861	0
TOTAL REVENUES		191,137	1,179,329	1,370,466	1,583,399	(212,933)
NET COST		60,545	68,074	128,619	606,916	(478,297)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - EDUCATION
DETAIL

799411
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6103	LIABILITY INSURANCE	1,252	0	1,252	1,425	(173)
6400	OFFICE EXPENSE	2,992	20,000	22,992	30,000	(7,008)
6500	PROFESSIONAL SERVICES	3,077	7,923	11,000	11,000	0
6521	COUNTY SERVICES	0	2,374	2,374	2,374	0
6540	CONTRACT SERVICES	2,146	160,696	162,842	162,842	0
6573	ADMINISTRATION COSTS	34,711	135,851	170,562	213,203	(42,641)
6610	LEGAL SERVICES	2,769	22,231	25,000	25,000	0
6629	ACCOUNTING SERVICES	0	1,900	1,900	1,900	0
6630	AUDIT SERVICES	0	2,000	2,000	2,000	0
6820	RENTS/LEASES - EQUIPMENT	195	0	195	0	195
6840	RENTS/LEASES-BLDGS/IMP	2,320	180	2,500	2,500	0
6880	SMALL TOOLS/INSTRUMENTS	365	2,043	2,408	2,408	0
7302	TRAVEL EXPENSE	0	0	0	0	0
7400	DATA PROCESSING	0	0	0	0	0
7402	DP-NEW PROJECTS	1,834	33,166	35,000	0	35,000
TOTAL SERVICES & SUPPL		49,827	355,198	405,025	454,652	(49,627)
8624	OT-WITHIN ENTERPRISE	0	0	0	0	0
	OT-WITHIN ENTERPRISE (PY)	0	0	0	0	0
8700	REIMBURSEMENTS	0	(43,295)	(43,295)	(43,295)	0
TOTAL OTHER CHARGES		0	0	0	(43,295)	43,295
TOTAL EXPENDITURES		49,827	355,198	405,025	411,357	(6,332)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - EDUCATION
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	63	63	79	(16)
2500	STATE OTHER	0	11,000	11,000	11,000	0
2901	TIPPING FEE REVENUE	45,352	211,256	256,608	320,760	(64,152)
4103	DONATIONS/REIMBURSEMENT	1,571	46,276	47,847	46,276	1,571
TOTAL REVENUES		46,923	268,595	315,518	378,115	(62,597)
NET COST		2,904	86,603	89,507	33,242	56,265

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - DIVERSION
DETAIL

799510

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6104	LIABILITY INSURANCE	835	0	835	950	(115)
6400	OFFICE EXPENSE	0	0	0	500	(500)
6500	PROFESSIONAL SERVICES	1,340	20,760	22,100	113,547	(91,447)
6521	COUNTY SERVICES	0	700	700	700	0
6573	ADMINISTRATION COSTS	4,699	25,087	29,786	37,232	(7,446)
6610	LEGAL SERVICES	4,037	2,963	7,000	7,000	0
6629	ACCOUNTING SERVICES	0	0	0	397	(397)
6630	AUDIT SERVICES	0	950	950	950	0
6880	SMALL TOOLS/INSTRUMENT	0	0	0	0	0
7302	TRAVEL EXPENSE	0	0	0	0	0
TOTAL SERVICES & SUPPL		10,911	50,460	61,371	161,276	(99,905)
8624	OT-WITHIN ENTERPRISE	0	0	0	3,430	(3,430)
	OT-WITHIN ENTERPRISE (PY)	0	0	0	22,800	(22,800)
8700	REIMBURSEMENTS	0	0	0	0	0
TOTAL OTHER CHARGES		0	0	0	26,230	(26,230)
TOTAL EXPENDITURES		10,911	50,460	61,371	187,506	(126,135)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - DIVERSION
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CAS	0	311	311	389	(78)
2500	STATE-OTHER	0	22,746	22,746	132,132	(109,386)
2901	TIPPING FEE REVENUE	5,800	17,528	23,328	29,160	(5,832)
4102	DONATIONS/REIMBURSEME	0	3,154	3,154	3,154	0
TOTAL REVENUES		5,800	43,739	49,539	164,835	(115,296)
NET COST		5,111	6,721	11,832	22,671	(10,839)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - PLANNING
DETAIL

799619

EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6103	LIABILITY INSURANCE	835	0	835	950	(115)
6400	OFFICE EXPENSE	0	0	0	0	0
6521	COUNTY SERVICES	0	797	797	797	0
6540	CONTRACT SERVICES	0	0	0	0	0
6573	ADMINISTRATION COSTS	14,246	20,656	34,902	39,877	(4,975)
6590	ENGINEERING SERVICES	0	7,964	7,964	7,964	0
6610	LEGAL SERVICES	6,474	3,000	9,474	2,000	7,474
6629	ACCOUNTING SERVICES	0	397	397	397	0
6630	AUDIT SERVICES	0	900	900	900	0
6880	SMALL TOOLS/INSTRUMENT	365	2,408	2,773	2,408	365
7302	TRAVEL EXPENSE	0	0	0	0	0
TOTAL SERVICES & SUPPL		21,920	36,122	58,042	55,293	2,749
8624	OT-WITHIN ENTERPRISE	0	0	0	1,052	(1,052)
	OT-WITHIN ENTERPRISE (PY	0	0	0	52,802	(52,802)
TOTAL OTHER CHARGES		0	0	0	53,854	(53,854)
TOTAL EXPENDITURES		21,920	36,122	58,042	109,147	(51,105)

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - PLANNING
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	466	466	583	(117)
2901	TIPPING FEE REVENUE	6,279	34,545	40,824	51,030	(10,206)
4102	DONATIONS/REIMBURSEMENT	100	4,632	4,732	4,732	0
TOTAL REVENUES		6,379	39,643	46,022	56,345	(10,323)
NET COST		15,541	(3,521)	12,020	52,802	(40,782)

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - ORGANICS RESERVE
DETAIL**

**799221
EXPENDITURES**

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6540	CONTRACT SERVICES	54,002	376,709	430,711	430,711	0
6573	ADMINISTRATION SERVICES	4,256	41,725	45,981	52,156	(6,175)
6590	ENGINEERING SERVICES	0	8,690	8,690	8,690	0
6610	LEGAL SERVICES	761	29,239	30,000	30,000	0
6630	AUDIT SERVICES	0	1,000	1,000	1,000	0
7302	TRAVEL EXPENSE	0	0	0	0	0
TOTAL SERVICES & SUPPL		59,019	457,363	516,382	522,557	(6,175)

TOTAL EXPENDITURES	59,019	457,363	516,382	522,557	(6,175)
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**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - PLANNING
DETAIL**

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST/POOLED CASH	0	25,530	25,530	31,914	(6,384)
4624	OT-WITHIN ENTERPRISE	0	1,005,288	1,005,288	1,491,532	(486,244)
TOTAL REVENUES		0	1,030,818	1,030,818	1,523,446	(492,628)

NET COST	59,019	(573,455)	(514,436)	(1,000,889)	486,453
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FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HHW FACILITY CLOSURE
DETAIL

799320
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
8624	OT-WITHIN ENTERPRISE	0	0	0	0	0
	TOTAL SERVICES & SUPPL	0	0	0	0	0
	TOTAL EXPENDITURES	0	0	0	0	0

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HHW FACILITY CLOSURE
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	593	593	593	0
4624	OT-WITHIN ENTERPRISE	0	6,667	6,667	6,667	0
	TOTAL REVENUES	0	7,260	7,260	7,260	0
	NET COST	0	(7,260)	(7,260)	(7,260)	0

FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HHW FACILITY RESERVE
DETAIL

799718
EXPENDITURES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6540	CONTRACT SERVICES	0	264,854	264,854	264,854	0
6573	ADMINISTRATION COSTS	2,843	35,297	38,140	47,675	(9,535)
6590	ENGINEERING SERVICES	0	759	759	759	0
6610	LEGAL SERVICES	0	5,000	5,000	5,000	0
TOTAL SERVICES & SUPPLY		2,843	305,910	308,753	318,288	(9,535)

TOTAL EXPENDITURES	2,843	305,910	308,753	318,288	(9,535)
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FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - HHW FACILITY RESERVE
DETAIL

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	8,335	8,335	10,419	(2,084)
2500	STATE-OTHER	0	199,755	199,755	199,755	0
4624	OT-WITHIN ENTERPRISE	0	0	0	665,577	(665,577)
TOTAL REVENUES		0	208,090	208,090	875,751	(667,661)

NET COST	2,843	97,820	100,663	(557,463)	658,126
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**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - CONTINGENCY FUND
DETAIL**

**799718
EXPENDITURES**

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
6540	CONTRACT SERVICES	50,996	11,840	62,836	62,836	0
6573	ADMINISTRATION COSTS	2,521	43,325	45,846	57,308	(11,462)
6610	LEGAL SERVICES	449	9,551	10,000	10,000	0
TOTAL SERVICES & SUPPLY		53,966	64,716	118,682	130,144	(11,462)
8624	OT-WITHIN ENTERPRISE	0	0	0	0	0
	OT-WITHIN ENTERPRISE (PY)	0	0	0	0	0
TOTAL OTHER CHARGES		0	0	0	0	0
TOTAL EXPENDITURES		53,966	64,716	118,682	130,144	(11,462)

**FIRST QUARTER 09-10 REVENUE AND EXPENDITURE SUMMARY AND PROJECTION
SCWMA - CONTINGENCY FUND
DETAIL**

REVENUES

SUB-OB NO.	DESCRIPTION	ACTUAL JUL-SEPT 09	EXPENDITURE ESTIMATED OCT 09-JUNE 10	TOTAL ESTIMATED FY 09-10	ADOPTED BUDGET FY 09-10	OVER/ (UNDER) BUDGET
1700	INTEREST ON POOLED CASH	0	1,200	1,200	1,500	(300)
4624	OT-WITHIN ENTERPRISE	0	0	0	80,084	(80,084)
TOTAL REVENUES		0	1,200	1,200	81,584	(80,384)
NET COST		53,966	63,516	117,482	48,560	68,922



Agenda Item #: 5.6
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 12/2/2009

ITEM: Emergency Response Agreement for HHW

I. BACKGROUND

The Agency has a Contract with Clean Harbors Environmental Services to operate the Household Hazardous Waste Facility (HHWF) and Mobile Collection Programs. The Household Hazardous Waste (HHW) Operations Contract is a three-party Agreement between the Agency, County of Sonoma, and Clean Harbors Environmental Services. The parties entered into the HHW Operations Contract on June 11, 2002.

This Agreement was extended by the Agency Board through the Sixth Amendment on September 17, 2008 and the Seventh Amendment on May 20, 2009. The Seventh Amendment extended the Agreement until January 6, 2011 with the same terms and conditions. At the time of both extensions, the County of Sonoma was working towards divesting the Central Landfill and Sonoma County Transfer Stations. The HHW Operations Contract was extended as opposed to being rebid; partly because of the continuity it could provide operations during a potential divestiture process. The Household Toxics Facility is located at the Central Landfill, with hours of operation for drop off; deployment of a Toxic Rover for collection events; and receives hazardous waste collected from each transfer station's load check program brought to the facility by the HHW Contractor.

II. DISCUSSION

At the August 20, 2008 Agency Board meeting, prior to the Board's approval of the Sixth Amendment, staff presented suggested changes from the current requirements of the Household Hazardous Waste (HHW) Operations Contract to be included in the next RFP. One of the suggested changes was to require more comprehensive Emergency Response Services from the Contractor than what is outlined in the current Agreement. Section 19 of the current Agreement addresses field work in response to a natural disaster but is limited in the scope of services required. At that meeting, staff presented an outline of Emergency Response Services and requirements to be provided by the Contractor in a future RFP. The outline is attached to this staff report as attachment "A".

Although the current HHW Operations Contract has been extended until January 6, 2011, staff believes there is still a need for more comprehensive Emergency Response Services immediately instead of waiting for a new Contract to be in place through the next RFP process.

The purpose of this staff report is to bring the outline of Emergency Response Services to the Board's attention. Staff will come back to the Board in January 2010 with a sample agreement and a recommended action for moving forward with an Emergency Agreement.

III. FUNDING IMPACT

This agenda item is for informational purposes only. There is no funding impact resulting from this transmittal. In the event of a declared emergency, the Agency would likely be reimbursed through Federal Emergency Management Agency (FEMA) and the Office of Emergency Services (OES) funding.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There is no recommended action resulting from this agenda item.

V. ATTACHMENTS

Attachment A- Scope D Emergency Response Services

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

DRAFT

SCOPE D EMERGENCY RESPONSE SERVICES

The Sonoma County Waste Management Agency (Agency) requires a separate Agreement to be executed between the Agency and the Contractor for Emergency Response Services to be provided by the Contractor.

The Emergency Response Agreement ("Agreement") establishes the terms and conditions under which the Contractor agrees to provide, and the Agency agrees to pay for, emergency response services, as defined herein ("Services").

Contractor shall provide documentation to Agency clearly describing the Contractor's experience and expertise in emergency response, including dates and time duration of all such experience.

The Emergency Response Services shall include, but not be limited to, the following:

- Identification, containment, recovery, repackaging and removal of waste or other materials;
- Site evaluation, decontamination and restoration;
- Transportation, storage, treatment or disposal of waste or other materials;
- Technical services, including sampling, laboratory analysis, and other related services;
- Standby of personnel and equipment in anticipation of imminent activation;
- Training and mock spill drill deployments.

Additionally, the following shall be provided by the Contractor:

- Contractor shall provide supervision, labor, materials, tools, equipment and subcontracted items for the performance of the Services;
- Contractor shall take necessary precautions for the safety of its employees, and shall comply with applicable provisions of the Occupational Safety and Health Act;
- Contractor represents that it holds the permits and licenses required for the performance of the Services.

The following personnel shall be provided by Contractor upon request by the Agency:

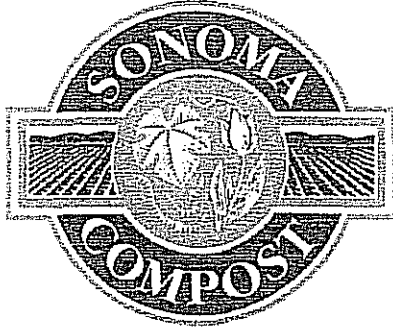
- Field Personnel
- Technical Personnel
- Administrative/Managerial Personnel
- Major Event "Strike Team"

Contractor shall provide the following documentation to Agency for all personnel, provided by Contractor, involved in emergency response actions:

- Proof of dates and time duration of each employee's experience and expertise in emergency response;
- Proof that all technical, operational/supervisory laborers, lead/forepersons, specialist, field chemists, and subcontracted personnel have at a minimum the following:
 1. 40 hour "Hazwoper" training as specified in 8 CCR Sect.5192 and 29 CFR1910.120;
 2. A continuous record of 8 hr "Hazwoper" refreshers annually within one year of initial 40 hr training;
 3. HM181/215 DOT "Hazmat Worker" training as specified in CCR, Title 19, 2730 et seq. and 49 CFR 172.704 on a triennial basis;
 4. Cal/OSHA compliant annual respiratory protection training, as specified in 8 CCR, Sect. 5144.;
 5. Be respirator fit tested annually according to Cal/OSHA standards using MSHA approved full face APR respirators.
- Personnel designated as supervisory must also provide proof that they have Cal/OSHA Hazardous waste Supervisors training in addition to the above mentioned training.

The following equipment shall be provided by Contractor upon request by the Agency:

- Earth Moving Equipment
- Electric Power Tools
- Field Analytical
- Gas powered Tools
- Heavy Duty Trucks
- Hoses/Pipes
- Light Duty Truck/Response Equipment
- Materials Processing Equipment
- Pneumatic Power Tools
- Pressure Washing Equipment
- Pumping Transferring Pumps
- Respiratory Protection
- Site Support Equipment
- Specialty Equipment



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

December-08

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	6,214.73 tons
average tons per day of yard debris:	207.16 tons
total tons of wood debris:	382.78 tons
average tons per day of wood debris:	12.76 tons
total tons of yard debris to Laguna *	790.56 tons
Total tons of food discards **	73.88 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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
45-55%	51.5 / 50.5%
(active compost)	(finished compost)

Additives

Feathers, Vegetative Food Discards, Grape Lees
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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:	frequency:
SCARAB	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

Weather/Rainfall:	
total inches:	2.88
# of storm events	4
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Jan-09
date sample taken:	12/23/08
# of sub-samples:	27/12
location of samples:	8,10,15,16,19,23,39
	33-35, 42, 44-48

analysis: HEAVY METALS	
next date due:	Jan-09
date sample taken:	12/18/08
# of sub-samples:	27/12
location of samples:	28,43,45,47/
	11,14,17,18, 20,24,25,37,38

analysis: PATHOGEN REDUCTION	
next date due:	Jan-09
date sample taken:	12/18/08
# of sub samples:	27/12
locations of samples:	28,43,45,47/
	11,14,17,18, 20,24,25,37,38

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	Jan-09
date sample taken:	12/18/08
# of sub-samples:	27/12
locations of samples:	28,43,45,47/
	11,14,17,18, 20,24,25,37,38

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	2,723.00	cubic yds.
total cubic yards of screened compost:	1,831.00	cubic yds.
total cubic yards of early mulch:	0.00	cubic yds.
total cubic yards of screened mulch:	892.00	cubic yds.
yard debris product allocations:	60.00	cubic yds.
yard debris product donations:	36.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	2,394.00	tons
total tons of wood to non-fuel markets:	148.00	tons
total tons of wood bio-fuel*:	2,246.00	tons
wood debris product allocations:	0.00	cubic yds.
wood debris product donations:	0.00	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	78.2	1.06%
recycled		

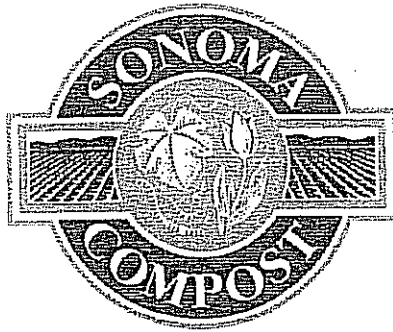
h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	3,500 cy
screened compost	4,000 cy
mulch	1,100 cy
"intermediates"	400 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	23,000 cy

FRESH MATERIAL	
on-site under 2 weeks	7,770 cy

EXPERIMENTAL MATERIAL	
Biodynamic	250 cy



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

January-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	6,455.34 tons
average tons per day of yard debris:	215.18 tons
total tons of wood debris:	400.64 tons
average tons per day of wood debris:	13.35 tons
total tons of yard debris to Laguna *	1,089.08 tons
Total tons of food discards **	79.45 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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
45-55%	56.2%
(active compost)	(finished compost)

Additives

Feathers, Vegetative Food Discards, Grape Lees
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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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	1.06
# of storm events	3
Operational Problems:	
Several significant repairs to the grinder were completed during January, which allowed piles to grow.	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Feb-09
date sample taken:	1/27/09
# of sub-samples:	12
location of samples:	30,31 44,46,47

analysis: HEAVY METALS	
next date due:	Feb-09
date sample taken:	1/27/09
# of sub-samples:	27
location of samples:	8,10,15,16,19,23
	24,25,39

analysis: PATHOGEN REDUCTION	
next date due:	Feb-09
date sample taken:	1/26/09
# of sub samples:	27
locations of samples:	8,10,15,16,19,23
	24,25,39

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	Feb-09
date sample taken:	1/27/09
# of sub-samples:	27
locations of samples:	8,10,15,16,19,23
	24,25,39

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	2,285.00	cubic yds.
total cubic yards of screened compost:	1,495.00	cubic yds.
total cubic yards of early mulch:	50.00	cubic yds.
total cubic yards of screened mulch:	740.00	cubic yds.
yard debris product allocations:	80.00	cubic yds.
yard debris product donations:	68.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	1,368.00	tons
total tons of wood to non-fuel markets:	117.00	tons
total tons of wood bio-fuel*:	1,251.00	tons
wood debris product allocations:	130.00	cubic yds.
wood debris product donations:	5.00	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

Area of Concern: (17409.3 Scavenging and Salvaging)-A member of the public was observed climbing a debris box, in an attempt to remove wood from the wood pile. During the inspection, the person was asked to leave the area as public access is not allowed. Scavenging is a prohibited activity at a solid waste facility.

Response: This was an anomaly. The person was in the area without permission. Signs prohibiting climbing the piles are now posted.

Area of Concern: (17867(a)(8))-The green waste pile was one large and continuous pile. The permit approved stockpile dimensions for unprocessed yard debris are 45'x90'x15' with a 15' firelane between piles. Please maintain the appropriate stockpile dimensions specified in the permit.

Response: Several significant repairs to the grinder were completed during January, which allowed piles to grow. Back within approved size by the end of the month.

g) Contaminants Landfilled, Recovered or Recycled

	tons	overall %
disposed	119	1.50%
recycled		

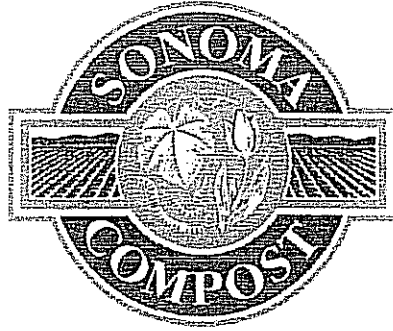
h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	6,000 cy
screened compost	6,200 cy
mulch	1,400 cy
"intermediates"	1,100 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	21,000 cy

FRESH MATERIAL	
on-site under 2 weeks	10,410 cy

EXPERIMENTAL MATERIAL	
Biodynamic	175 cy



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

February-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	3,632.56 tons
average tons per day of yard debris:	129.73 tons
total tons of wood debris:	351.60 tons
average tons per day of wood debris:	11.34 tons
total tons of yard debris to Laguna *	1,165.84 tons
Total tons of food discards **	47.98 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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-60%	N/A
(active compost)	(finished compost)

Additives

Feathers, 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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	7.5
# of storm events	5
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Mar-09
date sample taken:	2/24/09
# of sub-samples:	12
location of samples:	Topsoil

analysis: HEAVY METALS	
next date due:	Mar-09
date sample taken:	2/24/09
# of sub-samples:	63/63
location of samples:	7B,21,22,36,45

analysis: PATHOGEN REDUCTION	
next date due:	Mar-09
date sample taken:	2/24/09
# of sub samples:	63/63
locations of samples:	7B,21,22,36,45

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	Mar-09
date sample taken:	2/24/09
# of sub-samples:	63/63
locations of samples:	7B,21,22,36,45

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	1,709.00	cubic yds.
total cubic yards of screened compost:	1,062.00	cubic yds.
total cubic yards of early mulch:	0.00	cubic yds.
total cubic yards of screened mulch:	647.00	cubic yds.
yard debris product allocations:	50.00	cubic yds.
yard debris product donations:	76.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	1,519.00	tons
total tons of wood to non-fuel markets:	75.00	tons
total tons of wood bio-fuel*:	1,444.00	tons
wood debris product allocations:	370.00	cubic yds.
wood debris product donations:	0.00	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	74.8	1.45%
recycled		

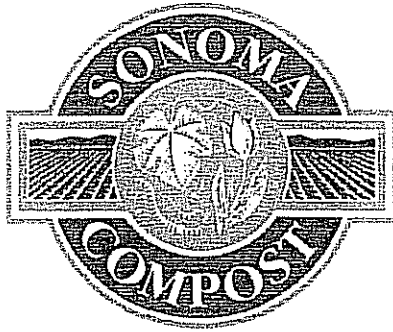
h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	4,500 cy
screened compost	4,700 cy
mulch	350 cy
"intermediates"	650 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	21,500 cy

FRESH MATERIAL	
on-site under 2 weeks	4,860 cy

EXPERIMENTAL MATERIAL	
Biodynamic	250 cy



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

March-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	6,090.53 tons
average tons per day of yard debris:	241.82 tons
total tons of wood debris:	402.05 tons
average tons per day of wood debris:	12.96 tons
total tons of yard debris to Laguna *	1,405.76 tons
Total tons of food discards **	74.96 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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-60%	50.3%
(active compost)	(finished compost)

Additives

Feathers, 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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	3
# of storm events	2
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Apr-09
date sample taken:	3/27/09
# of sub-samples:	12
location of samples:	6,8,9,19,36

analysis: HEAVY METALS	
next date due:	Apr-09
date sample taken:	3/27/09
# of sub-samples:	63
location of samples:	10,14,15,18,20,37,
	38

analysis: PATHOGEN REDUCTION	
next date due:	Apr-09
date sample taken:	3/27/09
# of sub samples:	63
locations of samples:	10,14,15,18,20,
	37,38

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	Apr-09
date sample taken:	3/27/09
# of sub-samples:	63
locations of samples:	10,14,15,18,20,37,
	38

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	4,580.00	cubic yds.
total cubic yards of screened compost:	2,811.00	cubic yds.
total cubic yards of early mulch:	103.00	cubic yds.
total cubic yards of screened mulch:	1,666.00	cubic yds.
yard debris product allocations:	365.00	cubic yds.
yard debris product donations:	122.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	2,461.00	tons
total tons of wood to non-fuel markets:	213.00	tons
total tons of wood bio-fuel*:	2,248.00	tons
wood debris product allocations:	61.00	cubic yds.
wood debris product donations:	5.00	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	95.2	1.21%
recycled		

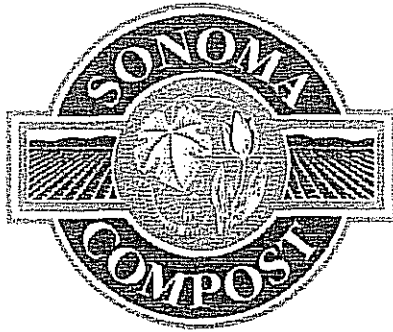
h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	4,500 cy
screened compost	5,100 cy
mulch	250 cy
"intermediates"	300 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	23,000 cy

FRESH MATERIAL	
on-site under 2 weeks	5,910 cy

EXPERIMENTAL MATERIAL		
Biodynamic		250 cy



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

April-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	7,607.74 tons
average tons per day of yard debris:	292.55 tons
total tons of wood debris:	524.66 tons
average tons per day of wood debris:	18.09 tons
total tons of yard debris to Laguna *	876.15 tons
Total tons of food discards **	84.84 tons

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

** This tonnage is included in the total yard debris tonnage above 9,008.55

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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-60%	46.3%
(active compost)	(finished compost)

Additives

Feathers, 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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	2.25
# of storm events	2
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	May-09
date sample taken:	4/30/09
# of sub-samples:	12
location of samples:	6,8,9,19,36

analysis: HEAVY METALS	
next date due:	May-09
date sample taken:	4/30/09
# of sub-samples:	81
location of samples:	6,17,23,28,29, 31,36,39,41

analysis: PATHOGEN REDUCTION	
next date due:	May-09
date sample taken:	4/30/09
# of sub samples:	81
locations of samples:	6,17,23,28,29, 31,36,39,41

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	May-09
date sample taken:	4/30/09
# of sub-samples:	81
locations of samples:	6,17,23,28,29, 31,36,39,41

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	8,762.00	cubic yds.
total cubic yards of screened compost:	6,273.00	cubic yds.
total cubic yards of early mulch:	0.00	cubic yds.
total cubic yards of screened mulch:	2,489.00	cubic yds.
yard debris product allocations:	373.00	cubic yds.
yard debris product donations:	126.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	2,809.00	tons
total tons of wood to non-fuel markets:	429.00	tons
total tons of wood bio-fuel*:	2,380.00	tons
wood debris product allocations:	167.00	cubic yds.
wood debris product donations:	0.00	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	95.2	1.06%
recycled		

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

FINISHED MATERIALS	cubic yards
unscreened compost	2,250 cy
screened compost	2,900 cy
mulch	750 cy
"intermediates"	650 cy

INTERMEDIATELY COMPOSTED MATERIALS

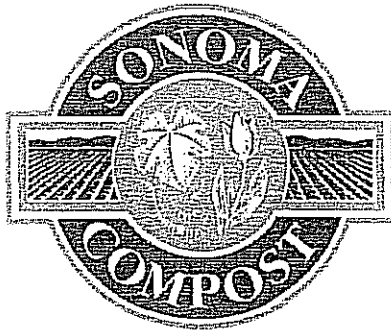
aged over 2 weeks	24,500 cy
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FRESH MATERIAL

on-site under 2 weeks	3,690 cy
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EXPERIMENTAL MATERIAL

Biodynamic	250 cy
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**SONOMA COMPOST COMPANY
MONTHLY REPORT**

May-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	7,727.89 tons
average tons per day of yard debris:	269.50 tons
total tons of wood debris:	494.77 tons
average tons per day of wood debris:	15.96 tons
total tons of yard debris to Laguna *	626.79 tons
Total tons of food discards **	83.55 tons

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

** This tonnage is included in the total yard debris tonnage above 8,849.45

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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-60%	46.3%
(active compost)	(finished compost)

Additives

Feathers, Vegetative Food Discards, Grape Lees,
Egg Shell

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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	2.5
# of storm events	2
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Jun-09
date sample taken:	5/28/09
# of sub-samples:	12
location of samples:	41,48

analysis: HEAVY METALS	
next date due:	Jun-09
date sample taken:	5/28/09
# of sub-samples:	81
location of samples:	7,9,11,16,19,24
	25,37,40

analysis: PATHOGEN REDUCTION	
next date due:	Jun-09
date sample taken:	5/28/09
# of sub samples:	81
locations of samples:	7,9,11,16,19,24
	25,37,40

Quarterly Test:

analysis: PESTICIDE RESIDUES	
next date due:	Jun-09
date sample taken:	5/28/09
# of sub-samples:	81
locations of samples:	7,9,11,16,19,24
	25,37,40

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	6,349.00	cubic yds.
total cubic yards of screened compost:	4,500.00	cubic yds.
total cubic yards of early mulch:	0.00	cubic yds.
total cubic yards of screened mulch:	1,849.00	cubic yds.
yard debris product allocations:	12.00	cubic yds.
yard debris product donations:	36.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	2,890.00	tons
total tons of wood to non-fuel markets:	363.00	tons
total tons of wood bio-fuel*:	2,527.00	tons
wood debris product allocations:	122.00	cubic yds.
wood debris product donations:	0.00	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	112.2	1.27%
recycled		

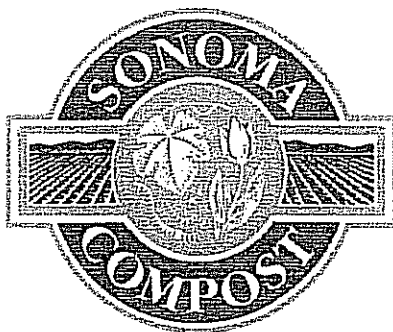
h) Inventory of Tonnage, Volume and Composition of Finished Products

FINISHED MATERIALS	cubic yards
unscreened compost	1,400 cy
screened compost	1,750 cy
mulch	300 cy
"intermediates"	250 cy

INTERMEDIATELY COMPOSTED MATERIALS	
aged over 2 weeks	22,000 cy

FRESH MATERIAL	
on-site under 2 weeks	7,680 cy

EXPERIMENTAL MATERIAL	
Biodynamic	250 cy



**SONOMA COMPOST COMPANY
MONTHLY REPORT**

June-09

a) Tonnages of Each Material Delivered to Facility

total tons of yard debris:	7,309.16 tons
average tons per day of yard debris:	257.11 tons
total tons of wood debris:	512.20 tons
average tons per day of wood debris:	17.57 tons
total tons of yard debris to Laguna *	404.01 tons
Total tons of food discards **	77.13 tons

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

** This tonnage is included in the total yard debris tonnage above 8,225.37

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:	None
at compost site:	None

Moisture Content (%)

by feel:	lab results:
55-60%	46.3%
(active compost)	(finished compost)

Additives

Feathers, Vegetative Food Discards, Grape Lees, Egg Shell
--

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).
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c) Highlights and Anomalies of Program

Weather/Rainfall:	
total inches:	0
# of storm events	0
Operational Problems:	
None	

d) Lab tests

Monthly tests: Nutrient/Pathogen Reduction/Heavy Metals

analysis: NUTRIENT	
next date due:	Jul-09
date sample taken:	6/19/09
# of sub-samples:	12
location of samples:	Vineyard Mulch

analysis: HEAVY METALS	
next date due:	Jul-09
date sample taken:	6/19/09
# of sub-samples:	81
location of samples:	10,12,14,15,21,22
	26,27,37

analysis: PATHOGEN REDUCTION	
next date due:	Jul-09
date sample taken:	6/1/09
# of sub samples:	12
locations of samples:	Vineyard Mulch

Quarterly Test:	
analysis: PESTICIDE RESIDUES	
next date due:	Jul-09
date sample taken:	6/19/09
# of sub-samples:	81
locations of samples:	10,12,14,15,21,22
	26,27,37

e) Sales and Distribution of Finished Product

Yard Debris Sold

monthly total, cubic yards of all yard debris products sold:	5,621.00	cubic yds.
total cubic yards of screened compost:	3,523.00	cubic yds.
total cubic yards of early mulch:	8.00	cubic yds.
total cubic yards of screened mulch:	2,090.00	cubic yds.
yard debris product allocations:	0.00	cubic yds.
yard debris product donations:	30.00	cubic yds.

Wood Debris Sold

monthly total, tons of wood debris products sold:	3,114.00	tons
total tons of wood to non-fuel markets:	409.00	tons
total tons of wood bio-fuel*:	2,705.00	tons
wood debris product allocations:	155.00	cubic yds.
wood debris product donations:	0.00	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	71.4	0.87%
recycled		

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

FINISHED MATERIALS	cubic yards
unscreened compost	1,000 cy
screened compost	850 cy
mulch	650 cy
"intermediates"	1,100 cy

INTERMEDIATELY COMPOSTED MATERIALS

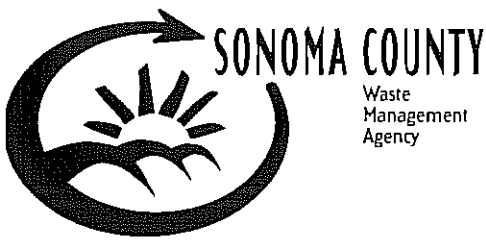
aged over 2 weeks	23,500 cy
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FRESH MATERIAL

on-site under 2 weeks	9,000 cy
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EXPERIMENTAL MATERIAL

Biodynamic	250 cy
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Agenda Item #: 5.8
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 12/2/2009

ITEM: EPR Update

I. BACKGROUND

The SCWMA recognizes that Extended Producer Responsibility (EPR) is a waste management approach that will assist and enhance efforts to manage waste products by shifting responsibility for collection, transportation and management for discarded products away from local governments to the manufacturers. To formalize this support, the SCWMA passed and circulated a resolution (Resolution 2001-021) to elected officials at the state and national level. The SCWMA has maintained an active interest in EPR with actions such as being a founding member of the California Product Stewardship Council (CPSC) and hiring a consultant (R3 Consulting Group, Inc.) to write an Extended Producer Responsibility Implementation Plan, which the SCWMA Board of Directors approved at their February 21, 2007 meeting.

Since the plan was approved, staff has stayed current on EPR legislation and continues to send letters of support to legislators when appropriate. All letters of support are included as part of the Agency Board agendas. The Agency actively participates with CPSC and Product Stewardship Institute (PSI) to develop coordinated efforts with other California local governments to promote EPR legislation for batteries, lamps, and other wastes of concern.

II. DISCUSSION

The purpose of this staff report is to update the Agency Board on current EPR legislation and changes related to the collection of hazardous waste.

Currently there are no actions taking place in regards to EPR bills. According to CPSC, all EPR bills have been held over and will most likely not be heard until August 2010. Staff will be watching Assembly Bill 283 (Wesley Chesbro) Extended Producer Responsibility. This bill would implement an Extended Producer Responsibility program in California that would require manufacturers increase the recyclability, and recycling, of their products, as well as reduce toxicity. This bill was held under submission in Assembly Appropriations and is expected to be amended. As a result of EPR bills being held over, CPSC is urging local government agencies to put pressure on manufactures through such means as local EPR ordinances.

Staff is happy to report some good news in regards to EPR. In November 2009, the US National League of Cities (NLC) adopted a resolution calling for producer responsibility for managing discarded products and packaging at their 86th Congress of Cities & Exposition. The resolution also urges Congress "to protect and support the ability of local and state governments to establish producer responsibility legislation." The National League of Cities serves as a resource to and an advocate for the more than 19,000 cities, villages, and towns it represents. This resolution will empower local governments by speaking with one voice on the need for waste policy reform. It sends the message to Congress to protect producer responsibility legislation at the state and local levels.

The Agency will be seeing some future changes to the annual used oil block grant it receives from the California Integrated Waste Management Board (CIWMB). The purpose of the block grants is to help local governments establish or enhance permanent, sustainable used oil recycling programs. Staff is currently using funds from the Cycle 14 Grant award. The CIWMB

had received the Agency's application for the Cycle 15 Grant and staff is awaiting the grant award.

Staff has learned, from the Used Oil Block Grant Manager, that the current grant program will be replaced by a payment program starting in 2010. Therefore, Cycle 15 will be the last Used Oil Block Grant award to the Agency. The Agency was awarded \$136,178 through the Cycle 14 Grant and the Cycle 15 award is expected to be decreased by up to forty-five percent as a result of impacts to the State budget. Staff will receive more information about the transition from grant cycles to a payment structure in January 2010. The purpose of the transition is to streamline the reporting. The future payments to the Agency are not expected to be impacted by the transition, only by the State budget.

Staff will update the Board on EPR related items and CIWMB updates as soon as they become available.

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

There are no attachments.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 6.1
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 12/2/2009

ITEM: Contract Award for Household Hazardous Waste Facility Expansion

I. BACKGROUND

At the June 17, 2009 Agency Board meeting, the Board approved staff's requests to advertise and receive bids for the construction of the HHW Building Enclosure Expansion Project and return to the Board with a selected Contractor. This project involves extending the existing canopy over the entire concrete area on the south end of the Central Disposal Site HHW Building adding walls, and creating a separate area that will provide additional storage and processing space for low toxicity wastes, such as universal wastes including latex paint. The proposed building extension will increase the operational capacity of the existing facility and will allow for enhanced safety in the movement of waste throughout the facility.

Noticing for construction bids was sent out to the builder's exchanges on October 12, 2009 and was published in the Press Democrat on October 15, 2009.

II. DISCUSSION

At the October 21, 2009 Agency Board meeting Agenda item 9.1, Bid for Household Toxics Facility Expansion, was discussed. The Board directed staff to come back to the next Agency Board meeting with a selected contractor for the Board's award. The bid opening date for this project was on November 12, 2009 at 2:00 pm. and four sealed bids were received and publicly opened at that time. Page Construction Company of Novato, California, was the lowest apparent bidder. The following table summarizes the bids received:

	Project No. #6180 Name of evaluated bidder	Bid price at bid opening	Apparent Low Bidder RANK
1	Page Construction Company	\$191,142	1
2	Raesfeld Associates	\$192,000	2
3	JT&T Enterprises Inc dba James E Thompson GC	\$194,800	3
4	CF Contracting	\$264,500	4

Staff's analysis indicates that Page Construction Company's bid is responsive and that the contractor is responsible. The contractor has good references and has recently completed projects with other public agencies. The notice of intent to award was posted on November 18, 2009.

The Engineer's estimate, included with the bid documents, for the construction of the HHW Building Enclosure Expansion Project is \$280,000. As a result of current competition in the construction industry, all the received bids came in below the Engineer's estimated cost.

\$199,755 is available through the HD 16 F (California Integrated Waste Management Board Hazardous Waste Infrastructure) grant awarded to the Agency in late 2007. All construction work and payment to the selected contractor (including retention) for this project must be complete by March 31, 2010, when the final written report detailing the tasks performed under this grant is due to the California Integrated Waste Management Board (CIWMB).

The Agency has a contract with VBN Architects which was extended by the Agency Board on October 21, 2009 until May 31, 2010. VBN is required by their contract to provide construction quality assurance services during the construction period. If needed, VBN is required to review construction change orders.

Agency staff will also require the services of a County Construction Engineer to assist Agency staff during the construction phase of the project, and to provide on-site inspections. The County Construction Engineer will act as Agent to the Agency and services will be provided through the existing Memorandum of Understanding for Staffing Services between the County of Sonoma and the Sonoma County Waste Management Agency. The County Construction Engineer's time spent on this project will be charged to the Agency.

III. FUNDING IMPACT

\$300,000 has been budgeted in the HHW Facility Reserve for this project for FY 09-10. \$199,755 is available through the HD 16 F grant to be applied towards construction costs. The current estimated cost of the project is \$191,142 plus an additional 10% (\$19,114.20) for construction contingency totaling \$210,256.20. Additional costs are anticipated from required permit fees, services from the County Construction Engineer, and staff time. The Agency will be financially responsible for change orders and claims if they arise.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

1. Award a construction contract for the Central Disposal Site Household Hazardous Waste Facility Expansion (Project No. 6180) to Page Construction Company in the amount not to exceed \$191,142.
2. Authorize the Chair to execute the construction contract with Page Construction Company.

V. ATTACHMENTS

There are no attachments.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 6.2
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 12/2/2009

ITEM: MOU for Spud Point Marina Dockside Pump

I. BACKGROUND

The California Integrated Waste Management Board (CIWMB) administers a program to provide opportunities for the recycling of used oil. As part of this program, the Board issues annual block grants to help local governments establish or enhance permanent, sustainable used oil recycling programs. The Sonoma County Waste Management Agency (Agency) applies annually for the block grant and continues to be awarded the funding through this grant each year.

The members of the Agency Board have authorized the Agency, (in Resolution No. 2005-009), to submit applications and manage any Used Oil Block Grants, unless otherwise noted in a jurisdiction's authorization letter, through Fiscal Year 2010/2011.

II. DISCUSSION

The Sonoma County Regional Parks Department (Regional Parks) has installed a dock-side pump out machine that is affixed to the apron of the fuel dock at Spud Point Marina for the purpose of pumping out oily waste/bilge from the engines of boats into a tank. The tank is then cleaned out as needed and the waste is hauled away by an oil disposal company. The dock-side pump out machine was purchased through Regional Parks on July 17, 2009 and is currently operational.

This is the first "portable" dock-side pump out machine that has been purchased for the marina. Until about 2007, the marina had an oily-waste/bilge pump out system integrated with the fuel dock. However, the containment tanks were discovered to be leaking, and the system was decommissioned and the tanks scrubbed out. Regional Parks is nearing the end of the remediation efforts in cooperation with the Water Board.

The purpose in obtaining this pump out machine is for safety and convenience. With the oily waste/bilge pump out system decommissioned, patrons had to hand bail their oily waste/bilge from their boat, up the dock to the stainless steel containment tank that was purchased and set up on the apron of the fuel dock. Additionally, not having a dock-side system runs the risk of some captains dumping their oily waste directly into the water, which could cause a large liability problem for the marina. This dockside pump out will allow patrons to remain in their vessel while having their oily waste/bilge pumped out, greatly limiting the potential for oily waste ending up in the water, as well as saving time for patrons.

The Advisory Committee for the marina has also repeatedly requested repairs be made to the bilge system. Estimates to replace and repair range upwards of \$200,000, which Regional Parks cannot afford at this time. This dock-side pump out is a temporary, economical alternative until funding can be found to fix the main system. Regional Parks will be seeking future grant opportunities from the CIWMB to be able to fund the repair of the main system.

Staff at Regional Parks contacted Agency staff in spring 2009 seeking available grant funds to pay for the purchase of the dock-side pump out machine. Eligible Used Oil Block Grant expenditures include marina used oil collection projects to establish maintain, or enhance used oil and used filter collection programs. Staff contacted the CIWMB Used Oil Block Grant Manager to confirm that this was indeed an allowable expense for reimbursement under the grant. The Grant Manager pre-approved the

purchase of the dock-side pump out machine for Spud Point Marina as an allowable expense for reimbursement under the Used Oil Block Grant. Regional Parks purchased the dockside-pump out machine out of necessity. This means that if the Agency Board approves reimbursing the County's Regional Parks Department for this expenditure, then the Agency is pre-approved to be reimbursed through the Used Oil Block Grant.

The purpose of the Memorandum of Understanding (MOU), the attachment to this staff report, is to set forth the terms and conditions of the use by the Sonoma County Regional Parks Department of the above-stated grant funds for the purchase of the dock-side pump. If approved, the Agency shall reimburse the County's Regional Parks Department \$8,181.59, the purchase price of the dock-side pump out machine. Any costs associated with the maintenance or replacement of equipment and supplies shall be the responsibility of the County's Regional Parks Department and shall not be covered under this MOU.

III. FUNDING IMPACT

Approval of the MOU will require that \$8,181.59 be paid by the Agency to the Sonoma County Regional Parks Department. The CIWMB will then reimburse the Agency from the 14th Cycle Used Oil Block Grant. This is a onetime expense and there shall be no additional costs to the Agency from approving this MOU.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends Board approval of the Memorandum of Understanding between the Sonoma County Waste Management Agency and the County of Sonoma.

V. ATTACHMENTS

Memorandum of Understanding between the Sonoma County Waste Management Agency and the County of Sonoma

Exhibit A

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SONOMA COUNTY WASTE MANAGEMENT
AGENCY AND THE COUNTY OF SONOMA

This Memorandum of Understanding is made and entered into this ____ day of _____, _____, by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency and the County of Sonoma ("County"). Agency and County are sometimes collectively referred to as the "parties" and singularly, as "party".

R E C I T A L S

WHEREAS, Agency receives annual Used Oil Block Grant funds from the California Integrated Waste Management Board ("CIWMB"); and

WHEREAS, Agency is to submit applications annually and manage Used Oil Block Grants for implementation of a regional used oil collection program; and

WHEREAS, the Agency Board of Directors authorized the Agency in Resolution No. 2005-009 to submit applications and manage any Used Oil Block Grants, unless otherwise noted in a jurisdiction's authorization letter, through Fiscal Year 2010/2011; and

WHEREAS, eligible grant expenditures include marina used oil collection projects to establish, maintain, or enhance used oil and used filter collection programs; and

WHEREAS, County's Regional Parks Department has purchased a dock side pump out machine for Spud Point Marina and is seeking reimbursement from the Agency; and

WHEREAS, the parties desire to enter into this memorandum of understanding (hereinafter referred to as the "MOU") to set forth the terms and conditions of the use by County's Regional Parks Department of the above-stated grant funds for Spud Point Marina.

NOW THEREFORE, in consideration for the promises, covenants and agreements of both parties as set forth below, the parties agree as follows:

A G R E E M E N T

1. Purpose. County's Regional Parks Department ("Regional Parks") has installed a dock-side pump out machine that is affixed to the apron of the fuel dock at Spud Point Marina. The dock-side pump out machine was purchased by Regional Parks on July 17, 2009 and is currently operational.

The purpose of the dock-side pump out machine is to pump out oily

waste/bilge from the engines of boats into a tank. Regional Parks shall be responsible for making sure the tank is cleaned out as needed and the waste is hauled away by a licensed oil disposal company.

Eligible Used Oil Block Grant expenditures include marina used oil collection projects to establish maintain, or enhance used oil and used filter collection programs. The CIWMB Used Oil Grant Manager has pre-approved the purchase of the dock-side pump out machine for Spud Point Marina as an allowable expense for reimbursement under the Used Oil Block Grant.

The Agency shall reimburse County in the amount of \$8,181.59, the purchase price of the dock-side pump out machine. Ownership of the dock-side pump out machine shall remain with the County and any costs associated with the maintenance or replacement of equipment and supplies shall be the responsibility of the County and shall not be covered under this MOU.

The Used Oil Grant requires CIWMB stickers to be affixed to all large pieces of equipment purchased with grant funds. Agency shall supply County with the required stickers and County shall affix the stickers to the dock-side pump out machine equipment located at Spud Point Marina. County shall supply the Agency with one or more photographs of the dock-side pump out machine equipment with the CIWMB stickers affixed. County shall e-mail the required photographs to lsteinma@sonoma-county.org by December 16, 2009.

2. Payment Terms. Agency shall reimburse County for the purchase price of the dock-side pump out machine from the invoice included as Exhibit A attached hereto and incorporated herein by this reference.

3. Indemnification. The County shall indemnify, defend and hold harmless Agency, its officers, agents and employees from and against loss, damage to property, damages for bodily and personal injury, including death, or liability arising out of the claims of County, or County's contractors, subcontractors, officers, agents or employees or third persons for acts or omissions of County, Regional Parks, or its officers agents and employees arising out of or in connection with the performance of Regional Parks' operations or services under this agreement, or as a result of Agency having reimbursed County for the cost of the dock-side pump out machine.

5. Compliance with Law. County hereby warrants to Agency that it shall comply with the requirements of applicable federal, state, and local laws, rules, and regulations in the performance of its duties hereunder.

6. Miscellaneous Provisions.

6.1 No Continuing Waiver. The waiver by either party of any breach of any of the provisions of this MOU shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this MOU.

6.2 Time of Essence. Time is and shall be of the essence in this MOU and of each and every provision contained in this MOU.

6.3 Incorporation of Prior Agreements; Amendments. This MOU contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This MOU may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

6.4 Construction of MOU. To the extent allowed by law, the provisions in this MOU shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Agency agree that in the event any provision in this MOU is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this MOU.

6.5 Captions. The captions in this MOU are for convenience only and are not a part of this MOU. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any party hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first written above.

AGENCY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: _____
Vincent Marengo, Chair
Sonoma County Waste Management
Agency

COUNTY: SONOMA COUNTY REGIONAL PARKS
DEPARTMENT

By: _____
Mary E. Burns,
Director of Regional Parks

Exhibit A



09-10 Regional Parks

2300 County Center Dr., Suite 120
Santa Rosa, CA 95403

Invoice

Date	Invoice #
10/5/2009	40

Bill To
Sonoma County Waste Management Agency 2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403 Attention: Lisa Steinman

Ship To
2300 County Center Dr, Ste A-120 Santa Rosa, CA 95403

Due Date	Memo
11/5/2009	QB10-3037

Item	Description	Quantity	Rate	Class	Amount
S100	Sentinel - Slipside IP 200 pump, SK92172 Drive 1-1/2 HP motor	1	7,333.20	290205 SPM Ma...	7,333.20
C050	Push Button-ON/OFF	1	228.10	290205 SPM Ma...	228.10
H301-50'	Hose & Nozzle Assembly-50'	1	545.29	290205 SPM Ma...	545.29
H302-50'	50' Extension Hose w/male & female camlocks	1	352.00	290205 SPM Ma...	352.00
					8,458.59
Discount			-845.00	290205 SPM Ma...	-845.00
Freight charges			568.00	290205 SPM Ma...	568.00

Please remit to above address.

Total \$8,181.59



Agenda Item #:7.1
Cost Center: Wood/Yard
Staff Contact: Klassen
Agenda Date: 12/2/2009

ITEM: Commitment to Reimburse Contractor and Response to Request for Extension of Agreement

I. BACKGROUND

An agreement between the County of Sonoma (County), the Sonoma County Waste Management Agency (SCWMA), and the Sonoma Compost Company (Contractor) for Organic Material Processing, Composting and Marketing Services (Agreement) was entered into on September 28, 1999. This Agreement fulfills part of the SCWMA's obligation to provide a regional composting program to convert yard debris and wood waste into organic marketable products at the composting facility currently located at the Central Disposal Site. Amendments to this Agreement have been approved as follows:

- July 11, 2000 – the First Amendment (A) modified a new work surface, a termination provision and Exhibit B.
- February 20, 2002 – the First Amendment (B) identified new, finished products ("Specialty Products") and set revenue allocation or sharing methods for these products.
- March 17, 2004 – the Second Amendment approved an increase to the payment for wood waste processing, from \$12 per ton of material delivered to the compost facility to \$20 per ton for fuel products and \$22 per ton for non-fuel wood chip products.
- April 21, 2004 – the Third Amendment allowed for an expansion and/or relocation of the composting processing site, extended the term of the agreement to November 15, 2010, and created a new yard debris product designed for use by the City of Santa Rosa's Laguna Composting Facility.
- June 16, 2004 – the Fourth Amendment added new language to the Agreement regarding prevailing wages.
- July 12, 2005 – the Fifth Amendment added new definitions in order to add a Construction and Demolition Program ("C&D") and establish partial reimbursement to the Agency for transportation costs associated with hauling green waste from the transfer stations to the Central Disposal Site.
- April 22, 2008 – the Sixth Amendment amended the definition of "Prepared Yard Debris" to a product that would be agreeable to City of Santa Rosa for use as a bulking agent in their biosolids composting program, changed the amount of process material delivered per week from 350 tons to 400 tons, and amended the compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor

II. DISCUSSION

This agenda item is a two part presentation in response to changed regulatory conditions for Contractor. The two discussion/action items are: Commitment to

Reimburse Contractor and Response to Request to Extend Agreement.

Commitment to Reimburse Contractor

Contractor has had correspondence with the Bay Area Air Quality District (BAAQD) in reference to the 1,000 horsepower engine on the grinder. The engine is subject to the California Air Resources Board's Air Toxic Control Measure (ATCM) for Portable Internal Combustion Engines. The regulation was initially adopted in February of 2004, and amended in March of 2007. The Office of Administrative Law approved the amendments and they became effective on September 12, 2007. The rule prohibits the use of Tier 0 engines after December 31, 2009.

BAAQD considers the best option to be a Tier 3 engine, which is not in production, but will allow a Tier 2 engine to be used. Contractor has explored options and determined the most cost effective option is to install a new engine on the existing grinder. Contractor has received a quote from Peterson CAT for a Tier 2 engine. The quote is as follows:

Installation of new engine	\$143,429
Grinder Rental (4days)	\$16,000
Permits (estimate)	\$11,000
Taxes (9%)	\$14,350
Freight (nominal)	\$0
TOTAL	\$184,779

If Contractor were to purchase a used or new grinder, the current grinder could be used as a backup as long as it would be used less than 80 hours per year. Used grinders would be in the price range of \$400,000 - \$500,000. New grinders would be much more expensive.

The Agreement provides for Contractor to be partially reimbursed for any necessary changes in order to comply with environmental regulatory changes. The language for any reimbursements is found in Section 4.2.2 as follows:

"4.2.2 Unforeseen Events Concerning Environmental Regulations. In the event that requirements imposed on the Facility by state or local agencies, that are the result of new or revised regulations or requirements proposed and enacted after the Start Date of this Agreement, cause Contractor to have to expend more than One Hundred Thousand Dollars (\$100,000) in the aggregate during the Operating Term, the excess over One Hundred Thousand Dollars (\$100,000) shall be considered pass through costs to the Agency; provided, however, that Agency shall have the right to renegotiate the terms of the Agreement if the new or revised regulations or requirements: (a) require the parties to expend more than One Million Dollars (\$1,000,000) during the first three (3) years of the Operating Term; or (b) are imposed during the final two (2) years of the Agreement, and the estimated amount of the pass through costs to the Agency will create significant impacts to the viability of the organics diversion program (i.e., proposed pass through costs result in a Ten and No/100 Dollar (\$10.00) or greater increase in the tipping fee). Contractor shall have the burden of proving to the Agency, the amount of expense incurred as a result of such new or revised regulation. If off-site improvements are required, the parties shall cooperate and use due diligence in locating suitable off-site property. Should County own such suitable property, County shall cooperate in good faith to make such property available."

Since the Agreement is in the final two years, the Agency is committed to reimburse Contractor \$84,779 or the amount of the final invoice minus the \$100,000 that Contractor is obligated to pay.

By Board policy, the reserves are for one-time expenditures for the organics program, such as this response to regulatory change. The Organics Reserve is funded by contributions from the Wood Waste and Yard Debris cost centers. These contributions are any funds not used for operations and any revenue sharing per contract. The recent revenue sharing is:

Year 2004	\$58,930
Year 2005	\$80,212
Year 2006	\$161,981
Year 2007	\$227,612
Year 2008	\$252,647

There is an appropriation transfer in the amount of \$84,799 attached to accomplish this reimbursement. The funds will be taken from the Organics Reserve with a decrease in the fund balance (retained earnings) and an increase in Contract Services for payment purposes. The fund balance in the Organics Reserve as of September 30, 2009 is \$3,242,727.

The Board has the option to capture the \$84,799 as a pass-through rate change for material brought to the facility for processing. There would be a funding delay from the point of reimbursement until the rate increase could be implemented. The usual schedule for rate increases through the County, which collects the revenues on behalf of the Agency, is to start the process in April with calculations of the necessary increase, agendaize to the Board of Supervisors for approval in May and make the rate increase effective July 1 at the beginning of the fiscal year.

Response to Request for Extension of Agreement

An extension of Agreement has been requested by Contractor in order to be able to amortize their expense associated with complying with the regulatory change (\$100,000). The proposed Seventh Amendment to Agreement addresses the term, replacing Section 3.1 Term with language containing the proposed date of termination. The Agreement is within the final two years of the term. Staff is recommending an extension of twelve months to Agreement to allow for amortization of the purchase Contractor must make. The extension to Agreement, if approved, would extend the termination date of Agreement from November 2010 to have the term of the Agreement be November 2011, with July 2011 being the last acceptance of material at the compost site.

Article 3. TERM OF AGREEMENT includes a Section 3.2.2 , which says:

3.2.2 Termination by County. County may terminate this Agreement if the County needs the composting area for the landfilling of refuse, as determined in the County's sole discretion; provided, however, that County shall reimburse Contractor for the unamortized portion of the: (i) three (3)-acre concrete surface actually installed by Contractor pursuant to Section 5.2.3, based upon the straight-line amortization schedule set forth in Exhibit B-1; and (ii) "aerated static pile" system or other system installed by Contractor pursuant to Section 5.2.4, based upon the straight-line amortization schedule set forth in Exhibit B-2."

Subsequent to the failure of divestiture, the County anticipates that regulatory agencies will require immediate closure of the site, which would necessitate

interference with composting operations. County has addressed this potential issue with an amended Section 3.2.2 Termination by County. The proposed replacement language is as follows:

"3.2.2 Termination by County. County may terminate this Agreement if the County needs, as determined in the County's sole discretion: (a) the composting area for the landfilling of refuse or; (b) to implement final closure on the composting area of the landfill. County shall provide Agency and Contractor with at least six (6) months advance written notice before terminating the Agreement pursuant to this Section 3.2.2"

In the County's current closure plan filed with the regulatory agencies, there are three years to accomplish the final closure. County plans to close the area where the composting operation is located in the last year. However, regulatory agencies have stated that it is their desire to close the landfill in a single year. Until this issue is resolved, the County does not know long the existing composting site can stay at its current location.

III. FUNDING IMPACT

Commitment to Reimburse Contractor

The short-term funding impact is a \$84,799 reduction to the fund balance. The long-term funding impact to the Agency is dependent on the selection of the reimbursement method. Choosing to not change the tipping rate would reduce the reserves in the Organics Reserve in the amount of \$84,799. The Board could direct staff to pass through this expenditure as an increase in the tipping rate for organic materials during the next fiscal year budget process.

Response to Request for Extension of Agreement

There is no direct funding impact to Agency for responding to Contractor's request to extend Agreement for twelve months.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Commitment to Reimburse Contractor

Staff recommends approving the appropriation transfer in order to reimburse Contractor per "4.2.2 Unforeseen Events Concerning Environmental Regulations" contained in the Agreement. Staff requests direction for possible tipping rate increase for the organic materials coming to the facility in order to begin the County process and be prepared for inclusion in the FY 10-11 Budget.

Response to Request for Extension of Agreement

Staff recommends approving the proposed Seventh Amendment to Agreement extending the term of Agreement until November 15, 2011 so that Contractor can amortize the expense of \$100,000 in order to comply with air quality regulations.

If Agency does not reimburse Contractor, Agency would be in breach of Agreement. If Agency does not approve the extension of Agreement, Contractor may be placed in an undesirable financial position.

IV. ATTACHMENTS

Budgetary Revision (appropriation transfer) for reimbursement to Contractor

Seventh Amendment to the Organic Material Processing, Composting And Marketing
Services Agreement By And Between The Sonoma County Waste Management
Agency, The County Of Sonoma, And Sonoma Compost Company

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2009-

Auditor's Office Use Only

District Name: Sonoma County Waste Management Agency (JPA)
Address: 2300 County Center Dr., Rm. 100B
Santa Rosa, CA 95403
Phone: 565-2413
FY: 2009-10

DOCUMENT #
BATCH #
BATCH DATE

	TC	INDEX	SUB-OBJECT	PROJECT	SUB-OBJECT TITLE	AMOUNT
TO:	203	799221	6540	Grinder Engine Replacement	Organics Reserve Contract Services	\$84,799
FROM:		799221	310		Organics Reserve Retained Earnings	\$84,799

WHEREAS, the Organic Material Processing, Composting And Marketing Services Agreement By And Between The Sonoma County Waste Management Agency, The County Of Sonoma, And Sonoma Compost Company contains language that requires the Sonoma County Waste Management Agency to reimburse Sonoma Compost Company for compliance with regulatory changes; and

WHEREAS, the reimbursement is for Sonoma Compost Company expenditures for regulatory changes above and beyond \$100,000; and

WHEREAS, Bay Area Air Quality District has notified Sonoma Compost Company that the engine on the grinder being used at the composting facility will not be in compliance as of December 31, 2009, and

WHEREAS, Sonoma Compost Company has obtained a quotation for an acceptable grinder engine in the amount of \$184,799, which obligates the Sonoma County Waste Management Agency to reimburse \$84,799 to Sonoma Compost Company.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR (x) TRUSTEE ()

_____, who moved its adoption, seconded by

_____, and adopted on roll call by the following vote:

Cloverdale Cotati Healdsburg Rohnert Park Petaluma

Santa Rosa Sebastopol Sonoma Windsor County

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: _____

Attested: _____

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Chairperson

SEVENTH AMENDMENT TO AGREEMENT FOR ORGANIC MATERIAL PROCESSING, COMPOSTING AND MARKETING SERVICES WITH THE SONOMA COMPOST COMPANY

This Seventh Amendment to Agreement for Organic Material Processing, Composting and Marketing Services ("Amendment") dated as of _____, 2009 ("Seventh Amendment Effective Date"), is by and among the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, the Sonoma Compost Company ("Contractor"), and the County of Sonoma ("County"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement, as amended.

WHEREAS, Agency, County and Contractor entered into that certain Organic Material Processing, Composting and Marketing Services Agreement dated as of September 28, 1999 (hereinafter referred to as the "Original Agreement") in order to provide composting services for the Agency for yard debris and wood waste and marketing the finished products; and

WHEREAS, Agency, Contractor and County entered into that certain First Amendment to Agreement dated as of July 11, 2000 ("the First Amendment A") to: (a) modify Exhibit A to relocate the office and retail sales area; (b) provide for improvements to the working surface; (c) modify a termination provision; and (d) modify Exhibit B; and

WHEREAS, Agency and Contractor entered into that certain Amendment erroneously titled First Amendment to Agreement dated as of February 20, 2002 (the "First Amendment B") to (a) identify new finished products (Specialty Products) and (b) set revenue allocation or sharing methods for these products; and

WHEREAS, Agency, Contractor and County entered into that certain Second Amendment dated March 23, 2004 (the "Second Amendment") to: (a) increase the fees paid to Contractor for processing wood waste; (b) ratify the First Amendment; and (c) revise certain other terms; and

WHEREAS, Agency, Contractor and County entered into that certain Third Amendment to Agreement dated as of April 27, 2004 (the "Third Amendment") in order to: (a) extend the term to November 15, 2010; (b) allow County to relocate the Facility if needed; (c) allow Contractor to expand the area of the Facility by approximately three (3) acres in the event the Facility is not relocated; and (d) revise certain other terms; and

WHEREAS, Agency, Contractor and County entered into that certain Fourth Amendment to Agreement dated as of July 20, 2004 (the "Fourth Amendment") in order to add Article 2, Section 2.7, Prevailing Wages as defined in Section 1720(a) of the Labor Code; and

WHEREAS, Agency, Contractor and County entered into that certain Fifth Amendment to Agreement dated as of July 12, 2005 (the "Fifth Amendment") in order to include pricing and language to allow Contractor to grind non-recyclable construction and demolition debris, and to establish a payment mechanism to partially reimburse Agency for transportation of yard debris and wood waste from the transfer stations to the Central Disposal Site; and

WHEREAS, Agency, Contractor and County entered into that certain Sixth Amendment to Agreement dated as of April 22, 2008 (the "Sixth Amendment") in order to (a) amend the definition of "Prepared Yard Debris" to a product that would be agreeable to the City of Santa Rosa for use as a bulking agent in their biosolids composting program, (b) changed the amount of process material delivered per week from 350 tons to 400 tons, and (c) amend the

compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor; collectively the Original Agreement as modified by the First Amendment A & B, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and the Sixth Amendment is referred to herein as the "Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 3.1 TERM, shall be amended to read as follows:

- 3.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on November 15, 2011, unless terminated earlier in accordance with the provisions of Section 3.2 below.

2. Section 3.2.2 shall be deleted in its entirety and replaced with the following language:

"3.2.2 Termination by County. County may terminate this Agreement if the County needs, as determined in the County's sole discretion: (a) the composting area for the landfilling of refuse or; (b) to implement final closure on the composting area of the landfill. County shall provide Agency and Contractor with at least six (6) months advance written notice before terminating the Agreement pursuant to this Section 3.2.2"

3. Section 16.1 Normal Expiration, shall be amended to read as follows:

16.1 Normal Expiration. Effective upon July 15, 2011, County shall stop accepting Yard Debris and Wood Debris. Contractor shall finish processing all existing material on site and to conclude its on-site operations during the Post-Operating Term. Agency shall pay Contractor for processing of materials delivered up to the date that County stops accepting such materials

4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency or County arising thereunder.

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

"Agency": SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

"County": COUNTY OF SONOMA

By: _____
Chairman, Board of Supervisors

"Contractor": SONOMA COMPOST COMPANY

By: _____

Title: _____

APPROVED AS TO FORM
FOR COUNTY:

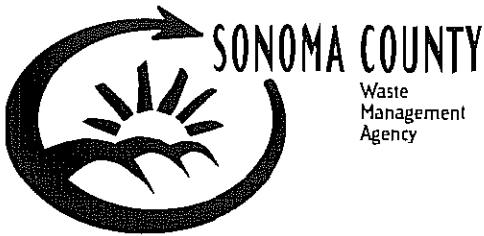
Sheryl L. Bratton
Chief Deputy County Counsel

APPROVED AS TO FORM
FOR AGENCY:

Janet Coleson
Agency Counsel

APPROVED AS TO SUBSTANCE
FOR AGENCY AND COUNTY:

Susan Klassen
Interim Executive Director, SCWMA
Deputy Director for Sonoma County Department of Transportation and Public Works



Agenda Item #: 7.2
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 12/2/2009

ITEM: Compost Relocation Project

I. BACKGROUND

At the August 15, 2007 SCWMA Board meeting, the Board entered into an agreement with a team of consultants led by Environmental Science Associates (ESA) to assist the SCWMA in the selection, conceptual design, and preparation of CEQA documents for a new compost site in Sonoma County. Staff and the contractor have provided project updates at each subsequent Board meeting.

At the June 18, 2008, the SCWMA Board selected one preferred site and two alternative sites to be studied further in an Environmental Impact Report. At the May 20, 2009 SCWMA meeting, Site 40 was added to the EIR in the place of Site 14. Site 40 is to be studied at an equal level to the preferred site, Site 5a.

II. DISCUSSION

At the previous SCWMA Board meeting, a request was made to research the capacity of Grab 'N Grow Soil Products. Grab 'N Grow operates on a 4 acre parcel on Llano Road. Their permitted capacity is 5,000 cubic yards per year, with a maximum daily throughput of 300 cubic yards. This equates to roughly 1,250 tons per year and a daily maximum of 75 tons. In contrast, Sonoma Compost processed 92,426 tons of green waste and 6,873 tons of wood waste in 2008.

ESA visited the property adjacent to the existing compost facility (Gray Property) on October 23, 2009 to conduct the fatal flaw analysis. The memo will be made available to the Board and public prior to the December 2, 2009 SCWMA meeting.

A number of potential actions could be considered. The Gray Property could be added to the existing relocation EIR at an additional cost. Another alternative is using land at the Central Disposal Site west of the current compost location for the compost pad and constructing a detention pond on the Gray Property to ensure zero discharge to local waterways.

If further inclusion of the Gray Property is requested by the Board, staff suggests the following course of action before including the site in the compost relocation EIR: 1) consult with the California Department of Fish and Game regarding the potential presence of California Tiger Salamander on the site, 2) discuss the site with the North Coast Regional Water Quality Control Board to determine their requirements, and 3) consult with County landfill engineers regarding the likelihood of significant hard rock, which would increase the cost of development, on the site. Staff would present the findings of these consultations at a later SCWMA meeting.

III. FUNDING IMPACT

It is estimated a scenario in which the Gray Property would be added to the existing compost relocation EIR would cost \$50,000 to \$60,000. Adding the land on the Central Disposal Site west of the existing compost facility for the compost pad and a detention pond on the Gray Property to the compost relocation EIR is estimated at \$55,000 to \$65,000.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff is requesting Board direction on this item.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 7.3
Cost Center: Wood/Yard
Staff Contact: Klassen
Agenda Date: 12/2/2009

ITEM: Organics Hauling Report

I. BACKGROUND

In 2000, the Transportation & Public Works Department entered into an agreement with West Sonoma County Disposal (WSCD) for operation and maintenance of the County's transfer stations. In Exhibit B, Section 3 Sorting Waste Article 1, states that "Contractor shall be responsible for(d) direct persons delivering yard debris and wood waste to the appropriate location..." This established the collection of organic material at the transfer stations.

On August 16, 2005, the Sonoma County Board of Supervisors approved the Agreement for Transport and Disposal of Solid Waste between the County of Sonoma and West Disposal County Disposal Service, Inc. Article 4.01.3.3 Yard Debris and Wood Waste, states "..... Contractor shall receive, accept and safely and lawfully transport all Yard Debris and Wood Waste delivered to Contractor at the County Transfer Stations to the Central Disposal Site. Contractor shall assign sufficient Transfer Vehicles and equipment to haul Yard Debris and Wood Waste from all of the County Transfer Stations to the Central Disposal Site so that County is in full compliance with its Facility Permits."

When the County was negotiating the hauling contract with WSCD, the Agency was informed that the County would no longer be subsidizing the hauling of the organic materials as had been the practice in the past. The Agency would be paying WSCD directly using the rates and adjustment for fuel increases/decreases defined in the County's hauling agreement.

At the same time, the Agency negotiated with Sonoma Compost Company to offset a portion of the transportation costs with a \$10,000 per year reimbursement (\$5,000 to the Wood Waste cost center and \$5,000 to the Yard Debris cost center). Section 4.9 executed July 12, 2005, in the Fifth Amendment to the Agreement for Organic Material Processing, Composting and Marketing Services contains the reimbursement language.

II. DISCUSSION

With the failure of divestiture, the County will be circulating Requests for Proposals (RFP) for the operations and transportation agreements due to expire in August 2010. The County has offered to allow the Agency to be a part of the RFP for the transportation agreement. In the RFP, the County would set the rate for organics hauling from all of the transfer stations to the composting facility. The proposed rate would be based on FY 08-09 actual expenditures and tonnages. The set rate would also include an adjustment similar to the current formula, which is a computation involving a fuel cost adjustment and a CPI calculation. The Agency and County will need to enter into an agreement defining the process for reimbursement from the Agency to the County for the organics hauling.

III. FUNDING IMPACT

There would be no funding impact for joining the County in the RFP process.

Currently, the Agency is collecting \$2.10/ton at Central and \$4.20/ton at the transfer stations to be used for transportation expenses. Sonoma Compost Company is contributing \$10,000 for the same purpose. These funds will still be available with the proposed procedure. For FY 08-09, the revenues and reimbursements collected did not meet the expense of organics hauling, therefore, there would need to be a fee increase in order bring the revenues and expenses into balance. The wood and yard waste fees have not been adjusted since FY 06-07, which adjusted the rates for the additional transportation expense.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff requests direction from Board to join in the County in the RFP process. Staff will return to the Board with a draft reimbursement agreement between the County and the Agency after the County has executed the agreement with the selected proposer. The County expects the operations and transportation agreement to become effective in September 2010.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 8.1
Cost Center: All
Staff Contact: Coleson/Klassen
Agenda Date: 12/2/2009

ITEM: Agency Staffing Services

I. BACKGROUND

At the October 21, 2009 Agency Board meeting, the Board indicated its tentative approval of staffing model where the Executive Director would serve at the pleasure of the Board, but would be an at-will employee of the County of Sonoma. All other staff members would remain County of Sonoma employees. This model is similar to the staffing services model between the County of Napa and the Napa County Local Agency Formation Commission (LAFCO).

Direction was given to place an item on the agenda for the next Agency Board meeting for review and consideration of this type of draft agreement between the County of Sonoma and the Agency for an Executive Director position. At the suggestion of the representative from Rohnert Park, the agreement between the County of Sonoma and an individual for staffing services for the Sonoma County LAFCO was reviewed for applicability to the present situation. A draft agreement is included with this agenda item.

Additionally, the Board appointed a subcommittee of the representatives from Cloverdale, Rohnert Park, and Petaluma to meet with the representative from the County to discuss the upcoming recruitment for an Executive Director and review the job description and qualifications. A verbal report from this subcommittee will be a part of this agenda item.

II. DISCUSSION

Attachment A is a draft agreement between the County of Sonoma and the Agency for the services of an at-will County employee to be the Executive Director of the Agency. This proposed agreement complements but does not take the place of the current MOU for Staff Services. The MOU will still cover the provision of additional staff members and other services such as auditing, for which the Agency contracts with the County. In addition to this agreement, the individual selected by the Agency Board to be the Executive Director would need to execute an at-will employment services contract with the County. It is anticipated County Counsel will customize an employment services contract similar to a County Department Head employment contract.

The proposed agreement between the County and the Agency has been drafted to provide for a five year term, unless earlier terminated, and contains an "evergreen" or automatic one year renewal clause at the end of each fiscal year. The Agency selected Executive Director's at-will employment services contract with the County may be an annual or longer agreement. Sonoma County employment contracts for Department Heads are normally three years in length.

The Agency's agreement with the County lists the general duties of the Executive Director position, the salary and benefits to be paid and provided to the Executive Director, the supervisory role of the Executive Director over the other County employees who provide staff services to the Agency, the role the County will provide for recruitment of the Executive Director position, the method of reimbursement to the County by the Agency for the Executive Director's salary, benefits and expenses, a provision prohibiting conflicts of interest regarding the Executive Director's work and standard provisions governing interpretation of the agreement.

The Executive Director's at-will employment services contract with the County will contain provisions governing salary, benefits, expenses and termination.

III. FUNDING IMPACT

The 2009/10 budget for Agency staffing through the MOU is \$722,706. This represents the fully burdened rate for an Executive Director and five additional staff. There are additional funds budgeted for services such as accounting and auditing, engineering, data processing and computer services.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

For discussion and policy direction from the Board. As an alternative to a separate agreement, the provisions of this draft agreement could be included in a revised MOU for staffing services.

V. ATTACHMENTS

Attachment A - Draft Agreement between the Agency and the County of Sonoma for Executive Director.

Attachment B - MOU between the Agency and the County of Sonoma for Agency Staffing.

Attachment C - Job Specification, Work Plan for Executive Director.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

DRAFT – FOR DISCUSSION PURPOSES

AGREEMENT FOR THE PROVISION OF STAFF SERVICES (EXECUTIVE DIRECTOR) BY THE COUNTY OF SONOMA TO THE SONOMA COUNTY WASTE MANAGEMENT AGENCY

THIS AGREEMENT is entered into as of this ____ day of ____, 20__, by and between the COUNTY OF SONOMA (hereinafter “County”), a political subdivision of the State of California, and the SONOMA COUNTY WASTE MANAGEMENT AGENCY (hereinafter “SCWMA”), a joint powers agency formed pursuant to the Joint Exercise of Powers Act, Government Code Section 6500 *et seq.*, by the cities of Cloverdale, Healdsburg, Sebastopol, Santa Rosa, Rohnert Park, Petaluma, Cotati, Sonoma, the Town of Windsor and the County of Sonoma.

RECITALS

WHEREAS, pursuant to Government Code Section 6508 and the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) (hereinafter “JPA Agreement”), SCWMA is authorized to enter into an agreement with the County for staff services; and

WHEREAS, SCWMA has need of specialized personnel to serve as SCWMA’s Executive Director (hereinafter “Executive Director”); and

WHEREAS, the County and SCWMA have entered into an Memorandum of Understanding for Staff Services (hereinafter “MOU for Staff Services”), last amended on September 18, 2007;

TERMS

NOW THEREFORE, in consideration of the foregoing and the mutual promises hereinafter expressed, the parties mutually agree as follows:

1. **TERM**. This Agreement shall become effective upon the date first written above and shall expire on June 30, 2014, unless terminated earlier in accordance with Paragraph 14 (Termination); except that the obligations of the parties under Paragraph 13 (Indemnification) and 17 (Confidentiality) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates and during the term of the Agreement. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless terminated pursuant to Paragraph 14 (Termination.) For purposes of this Agreement, “fiscal year” shall mean the period of time commencing on July 1 and ending on June 30.

2. **SERVICES TO BE PROVIDED BY COUNTY.** County shall provide the following services subject to SCWMA abiding by County policies and procedures governing such services:

(a) **Executive Director.** The SCWMA Board of Directors shall select an individual to serve as SCWMA's Executive Director. County shall then execute an at-will employment contract with the selected Executive Director obligating the County to pay to the Executive Director the salary established by the SCWMA Board of Directors and the same benefits, including, but not limited to, health insurance, vacation, and retirement, generally provided by County to County Department Head level positions. The Executive Director shall perform his or her duties as required by law, the JPA Agreement and as specified or directed by SCWMA. County agrees that SCWMA, as the appointing authority of the Executive Director, shall have the responsibility for evaluating the performance and setting compensation for the Executive Director, so long as these actions are implemented in a manner consistent with County personnel policies, rules and regulations. The duties to be provided by the Executive Director shall include, but not be limited to the following:

- Preparing or approving staff analyses, reports, updates and other agenda materials for SCWMA Board meetings.
- Calling and noticing SCWMA meetings in accordance with the JPA Agreement, policies and applicable law.
- Preparing, mailing, filing, publishing and keeping records of agendas, notices and other required official documents on behalf of SCWMA.
- Responding to inquiries and providing information and technical assistance to interested public agencies and individuals. Providing supporting fiscal services such as the development of the annual SCWMA budget, management of SCWMA financial accounts, including the processing of SCWMA fees and charges, the processing of payment of SCWMA charges and expenses, and the preparation of required fiscal reports.
- Informing SCWMA's Board of Directors of new legislation, correspondence to SCWMA, current events and matters of interest relating to SCWMA.
- Supervising additional County employees serving as SCWMA staff.
- Providing management and oversight required for the planning, development, implementation and operation of SCWMA's programs as required by law.

(b) **Additional Staff.** Pursuant to the MOU for Staff Services, County shall provide additional staff to assist the Executive Director in carrying out the day-to-day operations of SCWMA.

(c) **Human Resources.** County shall provide recruitment services including, but not limited to, consultation regarding hiring procedures, development of a job description to be approved by SCWMA, advertising, screening of applications, and development of a hiring list.

3. **OFFICE SPACE.** County shall provide the Executive Director with sufficient office space in the same area as the office space provided for the additional staff members.

4. **REIMBURSEMENT.**

(a) **Rates.** In consideration of County's fulfillment of the promised services and personnel, SCWMA shall reimburse County for the actual costs (including the costs of labor equipment, supplies, materials, and incidental travel/transportation) incurred by County in providing these services. The rates shall be determined and mutually agreed to by the parties as follows:

(1) **FY 2009-2010.** The rates for fiscal year 2009-2010 are set forth in Attachment "A" which is hereby attached and incorporated in this Agreement by reference.

(2) **Procedure for Subsequent Annual Determination of Rates.** During the budget approval process of each fiscal year of this Agreement, the Director of the Department of Transportation and Public Works, or his or her designee, and the Executive Director of SCWMA shall meet prior to adoption of the respective annual County and SCWMA budgets to determine and calculate the proposed rates of reimbursement during the succeeding fiscal year which will be necessary to achieve the cost reimbursement provided for in (a), subject to the additional factors set forth in (b) through (d), below.

(b) **SCWMA Related Travel Expense Reimbursement.** SCWMA shall reimburse County for expenses incurred by the Executive Director for necessary travel. Such reimbursement shall be in accordance with the travel expense policy approved by County's Board of Supervisors in effect on the date of the travel. Notwithstanding the foregoing, travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.

(c) **General Liability Coverage/Workers' Compensation Coverage:** SCWMA shall reimburse County for general liability coverage and workers' compensation coverage at the rates established by County each fiscal year.

(d) **Adjustment for Additional SCWMA Requested Services.** SCWMA shall reimburse County for the actual costs (including the costs of labor, equipment, supplies materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by SCWMA.

5. **METHOD OF REIMBURSEMENT.** Reimbursement for the costs of services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the County to SCWMA of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. County shall submit such invoices quarterly to the Executive Director who shall review each invoice for compliance with the requirements of

this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements.

6. **ADMINISTRATION OF SERVICES.** The provision of services under this Agreement shall be under the administrative supervision and direction of the Executive Director on behalf of SCWMA, and the Director of the Department of Transportation and Public Works on behalf of County.

7. **APPROPRIATIONS.** SCWMA shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by SCWMA prior to County approval of a contingency transfer. Any County appropriations in excess of SCWMA's budget for the current fiscal year shall be charged as an expense in SCWMA's current fiscal budget and shall be reimbursed to County in the following fiscal year.

8. **TAXES.** As between SCWMA and County, County agrees to be solely liable and responsible for all required tax withholdings and other obligations including, without limitation those for state and federal income and FICA taxes relating to the Executive Director retained by County to provide the services provided to SCWMA under this Agreement. County agrees to indemnify and hold SCWMA harmless from any liability either may incur to the United States or the State of California as a consequence of County's failure to withhold or pay such amounts when due. In the event that SCWMA is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish SCWMA with proof of the withholding or payment action by County.

9. **ACCESS TO RECORDS/RETENTION.** SCWMA shall have access to any books, documents, papers and records of County which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after SCWMA makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with SCWMA in providing all necessary data in a timely and responsive manner to comply with all SCWMA reporting requirements.

10. **CONFLICT OF INTEREST.** The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq. relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Director of SCWMA and all other County employed SCWMA staff shall not perform any work under this Agreement that might reasonably be considered detrimental to SCWMA's interests. SCWMA staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest. County hereby covenants that it presently has no interest not disclosed to SCWMA and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of its services or confidentiality obligation hereunder, except such as SCWMA may consent to in writing.

11. **COMPLIANCE WITH LAWS.** In providing the services required by this Agreement County shall observe and comply with all applicable federal, state and local laws, ordinances codes, and regulations. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) **Non-Discrimination.** During the performance of this Agreement, County and its subcontractors shall not deny the benefits thereof to any person on the basis of sex, race, color ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. County shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, County shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to County services or works required of SCWMA by the State of California pursuant to agreement, state or federal regulations or statutes, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990(a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and County and any of its subcontractors providing services under this Agreement shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other MOUs.

(b) **Documentation of Right to Work.** County agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of County performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. County shall make the required documentation available upon request to SCWMA for inspection.

(c) **Inclusion in Subcontracts.** To the extent any of the services required of County under this Agreement are subcontracted to a third party, County shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

12. **INDEPENDENT CONTRACTOR.** County shall perform this Agreement as an independent contractor. While the County employee assigned to serve as the Executive Director of SCWMA shall operate as an officer of SCWMA, County and its officers, agents and employees are not, and shall not be deemed, SCWMA employees for any purpose, including workers' compensation and employee benefits. County shall determine, at its own risk and

expense, the method and manner by which duties imposed on County in general and its officers, agents and employees in particular by this Agreement shall be performed, provided, however, that SCWMA may monitor the work performed, and SCWMA rather than County shall be responsible for directing the actions of the Executive Director of SCWMA when such person is acting on behalf of SCWMA. SCWMA shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments.

13. INDEMNIFICATION. County and SCWMA shall each defend, indemnify and hold harmless each other as well as those of their respective officers, agents and employees who perform any services or duties under this Agreement from any claims, loss or liability, including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by that party or its officers, agents, or employees, of the services or obligations required of that party under this Agreement. Notwithstanding the foregoing, SCWMA shall defend, indemnify and hold harmless County from any claims, loss or liability, including those for personal injury (including death) or damage to property, arising out of or connected with any act or omission of the Executive Director of SCWMA when such act or omission is pursuant to specific direction by SCWMA.

14. TERMINATION. This Agreement may be terminated prior to the expiration date by either SCWMA or the County upon ninety (90) days written notice.

15. WAIVER. Waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

16. NOTICES. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person; or by deposit in the United States mail, first class postage prepaid; or by deposit in a sealed envelope in County's internal mail system, when available; or by fax transmission; or by electronic mail. Such notices shall be addressed as noted below, in accordance with the mode of communication selected or, where desired to be sent to a specific County department or division, at the address noted in the applicable Attachment. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by fax transmission or electronic mail shall be deemed received as of the recipient's next working day. Any notice sent by U.S. mail or County internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier.

SCWMA

COUNTY

Mail: SCWMA Executive Director
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Director of Transportation and Public Works
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Fax: (707) 565- 3701

(707) 565-2620

17. CONFIDENTIALITY. Confidential information is defined as all information disclosed to either party by the other in the course of County's performance of services under this Agreement, where such information relates to that party's past, present, and future activities, as well as activities under this Agreement. Each party and its officers, agents and employees providing services or performing activities under this Agreement shall use their best efforts to hold all such information as they may receive, if any, in trust and confidence, except with the prior written approval of each party or as required by law. Notwithstanding the foregoing, nothing in this Paragraph or Agreement shall be construed to abrogate the independent authority and responsibilities of the County, any of its elected or appointed officers and the members of their respective County departments or divisions.

18. ASSIGNMENTS AND DELEGATION. Neither party may delegate its obligations hereunder, either in whole or in part, without the prior written consent of the other party; provided, however, that obligations undertaken by County pursuant to this Agreement may be carried out by means of subcontract, provided such subcontracts are approved in writing by SCWMA, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that SCWMA may require. No subcontract shall terminate or alter the responsibilities of either party pursuant to this Agreement.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

20. ATTORNEYS' FEES. In the event that either part commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorneys' fees incurred in connection with such action.

21. AMENDMENT/MODIFICATION. Except as otherwise provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Except where otherwise provided in this Agreement only SCWMA, through its Chair, where permitted by law and SCWMA policy, through its Executive Director, in the form of an amendment of this Agreement, may authorize extra or changed work if beyond the scope of services prescribed by this Agreement.

22. INTERPRETATION. The headings used herein are for reference. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either part in state Court to enforce any provision of this Agreement shall be Sonoma County, California. The venue for any legal action filed by either side in federal court to enforce any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Sonoma County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

23. **SEVERABILITY**. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

24. **ENTIRE AGREEMENT**. This Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the provision of administrative services under this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

“SCWMA”:

Sonoma County Waste Management Agency

By _____
Vincent Marengo, Chair of the Sonoma County Waste Management Agency

APPROVED AS TO FORM:
SCWMA Legal Counsel

By _____

“COUNTY”:

County of Sonoma

By _____
Paul Kelley, Chair of the Board of Supervisors

ATTEST: _____,
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:
County Counsel

By _____

ATTACHMENT A
SERVICE REIMBURSEMENT RATES FOR FISCAL YEAR 2009-2010

MEMORANDUM OF UNDERSTANDING FOR STAFF SERVICES

This Memorandum of Understanding is made and entered into this 18th day of Sept., 20 07 by and between the County of Sonoma ("County") and the Sonoma County Waste Management Agency ("Agency"). County and Agency are sometimes collectively referred to as the "parties" and singularly, a "party".

RECITALS

WHEREAS, pursuant to that certain Agreement between the Cities of Sonoma County and the County for a Joint Powers Agency to Deal With Waste Management Issues ("JPA Agreement") Agency was created to deal with regional waste management issues such as wood waste, yard waste, household hazardous waste and public education; and

WHEREAS, Section 4 of the JPA Agreement requires Agency to contract with County for the services of the Recycling, Marketing, and Integrated Solid Waste Manager; and

WHEREAS, the parties entered into a Memorandum of Understanding for Staff Services on June 23, 1992, and again on July 11, 2000 ("Existing MOU"); and

WHEREAS, the parties desire to terminate the Existing MOU and enter into this Memorandum of Understanding ("Agreement") upon the terms and conditions set forth below.

NOW THEREFORE, in consideration for the promises, covenants and agreements of both parties as set forth below, the parties agree as follows:

AGREEMENT

1. Staff Services.

1.1 County to Provide Staff for Agency. In accordance with Section 4 of the JPA Agreement, County agrees to provide Agency with the services of the Recycling, Marketing, and Integrated Solid Waste Manager ("Manager") and additional staff services as more particularly described in Exhibit A attached hereto. At all times, the Manager and any and all other staff provided to the Agency by the County shall remain the employees of County and Agency shall not be liable or responsible for the provision of employee wages, salary, benefits, workers' compensation or pension. Agency shall reimburse County for staffing services costs as provided in the annual budget, attached and incorporated into this Agreement as Exhibit A.

1.2 Notice Required for Change in Staff Services. County agrees to provide Agency with at least thirty (30) days written notice prior to any change in staffing services or, if County has less than thirty (30) days notice, within twenty-four (24) hours of County becoming aware of an upcoming change in staffing services, or within twenty-four (24) hours of service of any notice concerning the possible severance of employment of the Manager.

1.3 Manager Selection Process. Should County have the need to recruit, replace or fill the position of the Manager, County agrees to consult with and provide the Agency Board with the opportunity for meaningful input into such selection process.

1.4 Agency to Provide Feedback During County Review Periods. County agrees to provide the Agency Board with the opportunity to provide feedback or comments regarding the services of the Manager in conformance with County's employee review process.

1.5 Agency to Reimburse County. County shall submit monthly bills to Agency for services rendered pursuant to Section 1.1 above. Should any bills remain unpaid at the end of any fiscal year, Agency shall pay a surcharge in the amount of seven percent (7%) of the outstanding amount then due. Such surcharge shall be due and payable within thirty (30) days of assessment.

2. Designation of County Auditor-Controller as Agency Auditor. Pursuant to Government Code Section 6505.5, the parties hereby appoint the County Auditor-Controller to be the depository and have custody of all the money of Agency, from whatever source. The auditor shall perform the following functions:

2.1 Receive All Money for Agency. Agency shall receive all money of Agency and place it in the County treasury with instructions to the Auditor to credit Agency for such sums.

2.2 Responsible for Safekeeping. Auditor shall be responsible upon its official bond for the safekeeping and disbursement of all Agency money so held by it.

2.3 Disbursements. Auditor shall pay all sums due from Agency from Agency money, or any portion thereof, only upon claims of the Agency's Executive Director or his or her designee.

2.4 Monthly Reports. Auditor shall distribute monthly reports in writing to Agency's Executive Director. Each monthly report shall include, without limitation, the following information: (i) the amount of money it holds for Agency; (ii) the amount of receipts since the last monthly report; and (iii) the amount paid out since the last monthly report.

2.5 Annual Audit. Pursuant to Government Code Section 6505, Auditor shall make an annual audit of the accounts and records of the Agency and file such report as required by law.

3. Other Reimbursement Obligations. This Agreement in no way affects Agency's obligation to reimburse County for the advancement by County of costs (other than County labor), including, without limitation, costs incurred for permits obtained, for the benefit of Agency, from public agencies having jurisdiction over Agency's operations.

4. Insurance. During the term of this Agreement, Agency shall carry insurance in the amounts set forth in the attached Certificate of Insurance attached hereto as Exhibit B.

5. Indemnification. Agency shall defend, indemnify and hold harmless County from and against all loss, damage or liability for the acts or omissions of County's employees that occur during the work performed hereunder. Agency's obligation hereunder shall be limited in amount and to the extent such claims are covered by the insurance required pursuant to Section 4 above. County shall defend, indemnify, and hold harmless Agency from and against

all loss, damage, or liability arising out of the claims of third persons for County employees' negligence or willful misconduct arising out of or in connection with this Agreement.

6. Review of Agreement. County and Agency may review this Agreement for modification of terms or termination on an as needed basis. In the absence of a direct modification, Exhibit A shall automatically be updated when Agency adopts its annual budget.

7. Miscellaneous Provisions.

7.1 No Continuing Waiver. The waiver by either party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this Agreement.

7.2 Time of Essence. Time is and shall be of the essence of this Agreement and of each and every provision contained in this Agreement.

7.3 Incorporation of Prior Agreements; Amendments. This Agreement contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement.

7.4 Construction of Agreement. To the extent allowed by law, the provisions in this Agreement shall be construed and given effect in manner that avoids any violation of statute, regulation or law. County and Agency agree that in the event any provision in this Agreement is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this Agreement.


7.5 Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any party hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.


COUNTY:

COUNTY OF SONOMA

By:


Chairman, Board of Supervisors

ATTEST


~~EEVE T. LEWIS~~, County Clerk
and ex-officio Clerk of the
Board of Supervisors
Robert Deis

APPROVED AS TO FORM:



County Counsel

AGENCY:

SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 

Chair, Sonoma County
Waste Management Agency

APPROVED AS TO FORM:



Agency Counsel

APPROVED AS TO SUBSTANCE:

By: 

Director of Transportation and Public Works

COUNTY OF
SONOMA



Sonoma County Human Resources Department

RECYCLING MANAGER (#5190)

[Close](#)
[Print](#)

\$43.50-\$52.88 Hourly / \$7,565.81-\$9,197.24 Monthly / \$90,789.72-\$110,366.88 Yearly



[Email Me when a Job Opens for the above position\(s\)](#)

DEFINITION

Under general direction, plans, organizes and directs the operation of the Recycling program within the Refuse Division of the Department of Public Works; provides lead staff support to an independent agency; manages and coordinates the work of staff involved in the planning, development, implementation and operation of the program as required by AB 939 regulations, including city-county agreements, recycling, marketing, material recovery, household hazardous waste, source reduction, public education; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

The incumbent in this single position class will report to a Deputy Director in the Transportation and Public Works Department and has day to day responsibility for the management and operation of the Recycling functions of the Refuse Division. As such, the incumbent uses considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives. This class will serve a one-year probationary period.

TYPICAL DUTIES

Plans, organizes and directs the operation of Recycling functions within the Refuse Division of the Public Works Department.

Assists in formulating long-range goals of the Recycling program and in developing plans for accomplishing these goals; develops policies and procedures to carry out the plans which have been developed; develops and implements marketing and public outreach and information plans; assists in the preparation of program budget; reviews and evaluates programs and anticipates future needs.

Supervises and directs subordinate staff and also has responsibility for selecting program staff.

Coordinates the activities of the assigned functions with other departmental divisions, other County departments, other governmental agencies and private organizations and contractors as required.

May serve as a member of various committees as directed.

Reviews the preparation of a variety of plans, reports, and correspondence.

Discusses and explains department plans, programs, and projects at public and community meetings, legislative and administrative hearings, and related functions; attends conferences and seminars to keep informed of new developments.

Consults with legal counsel concerning contracts and divisional operations; monitors legislation on the state, federal and local level; recommends changes required by new legislation.

KNOWLEDGE, SKILLS, AND ABILITIES

Thorough knowledge of: state and federal laws and programs relative to the planning and development of recycling management, including AB 939 legislation; marketing and public information principles and practices; principles and practices of program planning and evaluation; principles and practices of grant preparation and review; the principles and practices of personnel and fiscal administration, including the budgetary process, principles of supervision, staff development and training; the principles and practices of contract negotiations and administration; the organization and functions of various County departments; economic research and feasibility as it relates to plans in support of the program; English syntax and grammar; modern software programs required to complete job responsibilities.

Ability to: plan, organize and direct the activities of staff of specialized technical and clerical personnel; establish and maintain harmonious working relationships with coworkers, subordinates, representatives of other County departments, other governmental agencies, private organizations, private contractors, and with the general public; prepare and implement administrative and fiscal policies and controls; coordinate program activities with departmental divisions, other County departments and other public entities; determine organizational needs and functional changes in order to improve efficiency and effectiveness; provide effective leadership in the development of new or improved procedures; analyze, prepare and/or review staff reports and recommendations and to give constructive criticism; effectively assemble, organize and present in written and/or oral form, reports containing alternative solutions and recommendations regarding specific resources, plans and policies; speak before groups regarding department plans, projects and functions.

MINIMUM QUALIFICATIONS

Education and Experience: Any combination of education, training, and experience that clearly demonstrates possession of the knowledge and abilities for the position. Normally, this would include significant coursework in business administration, public administration, marketing, environmental studies, or a related field, and three years of full-time, professional experience in recycling or solid waste management, including at least two years experience with responsibilities for marketing and/or public information, program planning and administration, and staff supervision. A Bachelor's degree is desirable.

License: Possession of a valid driver's license at the appropriate level including special endorsements, as required by the State of California, may be required depending upon assignment to perform the essential job functions of the position.

MISCELLANEOUS INFORMATION

Established 8/91

CLASS: 5190

EST: 8/1/1991

REV: 3/1/2008

BARG UNIT: 0050

Goals and Actions reviewed and updated.

SECTION I WORK PLAN

GOALS	ACTION OBJECTIVES
Goals include routine responsibilities listed on job descriptions. Goals also include innovative, career development and problem solving elements and training needs.	Action objectives include a target date, an action word, quantity and quality of work to be accomplished. Action objectives should be realistic and focused.
Goal A: Pursue consideration and adoption of Alternative Funding Sources for SCWMA.	<ol style="list-style-type: none"> 1) Facilitate further consideration & adoption of Alternative Funding Source by SCWMA Board of Directors. Coordinate with Agency Counsel. (2008-2009)
Goal B: Continue to work towards relocation of compost facility onto permanent (off-landfill) location.	<ol style="list-style-type: none"> 1) Implement site selection and the CA Environmental Quality Act (CEQA) review. 2) Implement negotiation and acquisition process of selected site. 3) Develop Scope of Work/Services and RFP for licensed operator to construct and operate compost facility; present to SCWMA Board for review & approval. 4) Issue RFP to appropriate and interested vendors.
Goal C: Divestiture of Sonoma County Solid Waste Assets	<ol style="list-style-type: none"> 1) Assist and provide information to SCWMA Board of Directors and committed cities in order to accommodate & transition to owning/leasing and operating the Household Hazardous Waste Facility & Wood and Green Waste Processing facility.

Goal D: Improve Interoffice Procedural Effectiveness	<ol style="list-style-type: none"> 1) Develop deadlines for submission and Review of Agency Agenda Items by agency staff (Sept. 2008) 2) Improve succinctness of Agenda notes submitted by Agency Program Staff.
Goal E: Develop positive working relationships with Agency Board of Directors	<ol style="list-style-type: none"> 1) Develop annual work plan with Agency Board including prioritized projects to be worked on.
Goal F: Extended Producer Responsibility (EPR)	<ol style="list-style-type: none"> 1) HD17 Grant [submit by 8/22/08] Write Grant Request Section: Host PSI medical sharps dialogue. 2) Take SCWMA's role of coordinating and keeping abreast of national, state & local EPR initiatives, legislation. Integrate elements of EPR within staff programs as per Agency Work Plans and resulting Budget apportionments.
Goal G: Professional involvement with other state and regional boards, agencies and/or committees	<ol style="list-style-type: none"> 1) Assess value and become involved with other professional organizations in the role of membership, board member, etc., as reasonable and of value to the Agency. (Example: California Product Stewardship Council; Product Policy Institute, Californians Against Waste)



Agenda Item #: 9.1
Cost Center: Planning
Staff Contact: Carter
Agenda Date: 12/2/2009

ITEM: Public Hearing for Certification of the 2009 Amendment to the Countywide Integrated Waste Management Plan Final Supplemental Program Environmental Impact Report

I. BACKGROUND

The suspension of landfill activities at the Sonoma County Central Disposal Site and resulting hauling of municipal solid waste to out-of-county landfills is inconsistent with the 2003 Sonoma Countywide Integrated Waste Management Plan (ColWMP). The Sonoma County Waste Management Agency (SCWMA) is the Regional Agency (as defined under Sections 40970 of the California Public Resource Code) responsible for implementing, monitoring, and reporting programs to meet the goals established by AB 939, as well as maintaining all AB 939 planning documents for Sonoma County jurisdictions.

The ColWMP amendments are limited to the Household Hazardous Waste Element (HHWE) and the Siting Element (SE). The HHWE revisions would allow multiple HHW collection facilities in Sonoma County, should the SCWMA Board decide to construct additional facilities. The revised SE includes scenarios for solid waste disposal in addition to disposal in publicly-owned facilities within Sonoma County's geographic borders. The scenarios studied in the Final Supplemental Environmental Impact Report (SPEIR) include; (a) truck haul of waste to out-of-county landfills; (b) rail haul of waste to out-of-county landfills; and (c) hauling of waste to a privately-owned landfill within Sonoma County.

Previous Actions

May 1, 2006: Sonoma County requested that the LTF revise the ColWMP with regard to the hauling of waste out of Sonoma County.

February 15, 2007: LTF recommended the SCWMA adopt the revisions to the text in the Goals, Objectives, and Policies (Chapter 2) and to the Siting Element (Chapter 6) of the 2003 ColWMP.

May 16, 2007: Staff directed to issue an RFP for consultant services for the necessary CEQA review of the revisions to the ColWMP.

June 20, 2007: SCWMA approved changes to the HHWE to allow multiple, permanent HHW collection facilities in Sonoma County.

August 15, 2007: SCWMA approved changes to the Siting Element proposed by the California Integrated Waste Management Board's Office of Local Assistance

November 28, 2007: SCWMA entered into an agreement with Environmental Science Associates to perform all studies and document preparation required under the California Environmental Quality Act as they relate to the amendment to the ColWMP.

June 8, 2009: The Notice of Availability of a Draft SPEIR is published in the Press Democrat and mailed to interested parties and relevant public agencies.

June 17, 2009: SCWMA held a public hearing to receive comments on the Draft SPEIR.

July 24, 2009: The 45 day comment period for the Draft SPEIR ended at 4 pm.

II. IMPACTS DISCUSSION

Less-Than-Significant Impacts

Mitigable significant adverse environmental impacts and necessary mitigation measures that reduce potential effects to less-than-significant levels are included in the Final SPEIR and as Findings in the attached resolution (Exhibit A, Sections III - V).

Significant and Unavoidable Impacts

The Final SPEIR identified potential significant environmental impacts, and although the document proposes mitigation measures to address those impacts (Exhibit A, Section VI), there remain impacts that are considered significant and unavoidable, including:

- **Aesthetics:** Impact 5-1 Litter (Non-Disposal Facilities)- The waste transported by truck haul option associated with the modifications to the Siting Element identified in the project description could degrade the existing visual character or quality through the inadvertent generation of litter along transportation routes. Impact 5-2 Litter (Waste by Rail to Landfill) - The waste transported by rail haul option associated with the modifications to the Siting Element identified in the project description could degrade the existing visual character or quality through the inadvertent generation of litter along rail routes.
- **Air Quality:** Impact 6-2 Air Pollutant Emissions (Revisions to the Siting Element) – The short-term strategy would exceed local air basin emissions thresholds for NOx when using Baseline Scenario 1 (2003 ColWMP conditions). Under the medium-term strategy emissions would exceed local air basin emissions thresholds for NOx for truck and rail hauling options under Baseline Scenario 1 and rail options under Baseline Scenario 2 (out-of-County hauling currently occurring). Substantial criteria pollutant emissions would occur outside of the local air basin if the waste transport by rail (WBR) option is pursued. Emissions could impede attainment within these basins. If the WBR option is pursued, operation of a local rail yard could result in significant diesel particulate matter from diesel truck and locomotive emissions that may result in health impacts to nearby sensitive receptors depending on where the rail yard would be located. Impact 6-4 Odors– The proposed revision to the Siting Plan would allow for divestiture of the County Disposal System to a private owner who may then resume operation and possibly pursue expansion of the Central Disposal Site, which could result in odor impacts. Impact 6-5 Onsite Operations (Landfill) – The resumption of operations or expansion of the Central Disposal Site that could occur under the divestiture option could cause significant emissions of criteria pollutants. Impact 6-6: GHG Emissions (Disposal Strategies) – Disposal strategies of the project are inherently energy inefficient and may result in increased emissions of GHGs, which may conflict with the State's and local GHG reduction goals.
- **Noise:** Impact 7-3 Traffic Noise (New Household Hazardous Waste Collection Facilities and Waste by Rail Facilities) – Noise impacts would result from traffic associated with new household hazardous waste collection facilities and waste by rail facilities. Impact 7-5 Railroad Noise (Waste by Rail Transport) – The waste transport by rail option would generate new train trips along the currently inactive railroad track that runs through Sonoma County, which would result in railroad noise impacts. [No mitigation available for this impact.] Impact 7-6 Onsite Operations Noise (Non-Disposal Facilities and Local Rail Yard) – New and expanded non-disposal facilities and the new local rail yard could produce onsite operational noise impacts.

- **Traffic and Transportation:** Impact 8-2 Traffic Congestion (New Household Hazardous Waste Collection Facilities and Waste by Rail Facilities) – Program level congestion impacts could result associated with new household hazardous waste collection facilities and waste by rail facilities.

Alternatives

The Draft SPEIR evaluated alternatives to the project (Exhibit A, Section VII), concluding that the proposed project (i.e. the draft 2009 Amendment to the ColWMP) would be the environmentally superior project if all mitigation measures are included in the project.

Statement of Overriding Considerations

CEQA requires that the SCWMA adopt a Statement of Overriding Considerations for all significant unavoidable impacts that will result from the proposed project. The proposed Statement of Overriding Considerations (Exhibit B) summarizes the specific overriding environmental, economic, legal, social, technological, or other benefits of the proposed 2009 Amendment to the ColWMP compared to the project's significant unavoidable impacts on the environment.

Mitigation Monitoring Program

The mitigation measures identified in the Final SPEIR will be the responsibility of the entity that carries out the project. The Mitigation Monitoring Program (Exhibit C-1 and C-2) summarizes the role of the SCWMA, other lead agencies, and applicants on future projects regarding the their timing for verification of mitigation measure implementation, specification of the party/parties responsible for implementation of the measure(s), and the assignment of mitigation monitoring responsibility.

Final Supplemental Program Environmental Impact Report

The Final SPEIR is a compilation of the Draft SPEIR and Responses to Comments received during the public review period. Twelve written comments and three oral comments were received.

Deadline for Action

The SCWMA will consider the adequacy and certification of the Final SPEIR at a special meeting on December 2, 2009. As Lead Agency, the SCWMA must certify the adequacy of the Final SPEIR in accordance with State CEQA Guidelines and certify as the decision-making body that it reviewed and considered the document prior to reaching its decision on the proposed 2009 Amendment to the ColWMP.

As required by legislation, the public hearing on the Final 2009 Amendment to the ColWMP was noticed in the Press Democrat, a newspaper of general circulation. The Final SPEIR and the draft 2009 ColWMP are available at all Sonoma County libraries, at the SCWMA main office, and online at www.recyclenow.org.

III. FUNDING IMPACT

There is no funding impact to the SCWMA associated with this item. The project is within budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the SCWMA:

- 1) Open the public hearing to adopt the 2009 Amendment to the ColWMP.
- 2) Receive public comments.
- 2) Close the public hearing.
- 3) Consider all public testimony and any written comments on the 2009 Amendment to the ColWMP.
- 4) Adopt the resolution of the Sonoma County Waste Management Agency certifying the Final Supplemental Program Environmental Impact Report for the 2009 Amendment to the Countywide Integrated Waste Management Plan; adopting findings pursuant to the California Environmental Quality Act; adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Program.
- 5) Adopt the resolution of the Sonoma County Waste Management Agency approving the 2009 Amendments to the Countywide Integrated Waste Management Plan and forwarding the 2009 Amendments to the California Integrated Waste Management Board in accordance with the California Integrated Waste Management Act of 1989 (AB 939).

Additionally, if the project is approved and no additional tasks are required of ESA, staff recommends removing Item 9.2 (3rd Amendment to the Agreement with ESA regarding the ColWMP) from consideration.

V. ATTACHMENTS

- Resolution Sonoma County Waste Management Agency certifying the Final Supplemental Program Environmental Impact Report for the 2009 Amendment to the Countywide Integrated Waste Management Plan; adopting findings pursuant to the California Environmental Quality Act; adopting a Statement of Overriding Considerations, and adopting a Mitigation Monitoring and Reporting Program
- Exhibit A
- Exhibit B
- Exhibit C-1
- Exhibit C-2
- Resolution of the Sonoma County Waste Management Agency approving the 2009 Amendments to the Countywide Integrated Waste Management Plan and forwarding the 2009 Amendments to the California Integrated Waste Management Board in accordance with the California Integrated Waste Management Act of 1989 (AB 939)

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

RESOLUTION NO. 2009-

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY CERTIFYING THE FINAL SUPPLEMENTAL PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE 2009 AMENDMENT TO THE COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN; ADOPTING FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM.

The Sonoma County Waste Management Agency hereby finds and resolves as follows:

Section 1. The 2009 Amendments to the Countywide Integrated Waste Management Plan (the "CoIWMP") were initiated by the Sonoma County Waste Management Agency (the "SCWMA") to amend and update the 2003 CoIWMP in accordance with Assembly Bill 939 (the "Project"). The 2009 Amendments to the CoIWMP propose to: (1) revise the Household Hazardous Waste Element to allow for the development of additional permanent household hazardous waste collection facilities in the County; and (2) revise the Siting Element to allow for out-of-County disposal of solid waste and to allow for future public or private ownership of regional disposal facilities.

Section 2. On April 24, 2008, a Notice of Preparation ("NOP") was distributed to the State Office of Planning and Research and individual agencies. In addition, a public scoping meeting was held on May 5, 2008 to provide information on the Project and to receive comments on issues to be addressed in the Supplemental Program Environmental Impact Report ("SPEIR").

Section 3. In June of 2009, a Draft Supplemental Program Environmental Impact Report (the "Draft SPEIR") was prepared for the Project after consultation with responsible and trustee agencies. In accordance with the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code §21000 *et seq.*) and the State Guidelines (the "Guidelines") (14 Cal. Code Regs. §15000 *et seq.*), and the SCWMA CEQA Procedures, the City analyzed the Project's potential impacts on the environment.

Section 4. The SCWMA published and distributed the Notice of Availability of the Draft SPEIR on June 8, 2009 to advise interested local, regional, and State agencies (including the California Integrated Waste Management Board), and the interested public, that a Draft SPEIR had been prepared and published for the Project.

Section 5. The SCWMA circulated the Draft SPEIR and the Appendices for the Project to the public and other interested parties for a 45-day comment period, consistent with the 45-day public comment period required by Guidelines Section 15105 from June 8, 2009 to July 24, 2009.

Section 6. On June 17, 2009, the SCWMA held a public hearing on the Draft SPEIR for the Project to allow all interested persons the opportunity to be heard and provide comment. Testimony from the speakers, and the SCWMA's responses to these oral comments are incorporated into the Final SPEIR.

Section 7. The SCWMA prepared written responses to all written comments received during the 45-day comment period on the Draft SPEIR and those responses to comments are incorporated into the Final SPEIR. The Responses to Comments were distributed to all public agencies that submitted comments on the SPEIR, at least 10 days prior to certification of the Final EIR.

Section 8. The Final SPEIR is comprised of the Draft SPEIR dated June 2009 and all appendices thereto, the Comments and Response to Comments on the Draft SPEIR, the Revisions to the Draft SPEIR, and the Mitigation Monitoring and Reporting Program.

Section 9. The findings made in this Resolution are based upon the information and evidence set forth in the Final SPEIR and upon other substantial evidence that has been presented to the Agency and in the record of the proceedings. The documents, staff reports, technical studies, appendices, and other materials that constitute the record of proceedings on which this Resolution is based are on file for public examination during normal business hours at the Sonoma County Waste Management Agency, 2300 County Center Drive, Suite B-100, Santa Rosa, California. Each of those documents is incorporated herein by reference.

Section 10. The SCWMA finds that agencies and interested members of the public have been afforded ample notice and opportunity to comment on the SPEIR and the Project.

Section 11. Section 15091 of the State CEQA Guidelines requires that the SCWMA, before approving the Project, make one or more of the following written finding(s) for each significant effect identified in the Final SPEIR accompanied by a brief explanation of the rationale for each finding:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final SPEIR; or,
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency; or,

3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

Section 12. Section 15093 of the State CEQA Guidelines requires that if the Project will cause significant unavoidable adverse impacts, the SCWMA must adopt a Statement of Overriding Considerations prior to approving the project. A Statement of Overriding Considerations states that any significant adverse project effects are acceptable if expected project benefits outweigh unavoidable adverse environmental impacts.

Section 13. Environmental impacts identified in the Initial Study and Final SPEIR that are found to be less than significant and do not require mitigation are described in Sections III and IV, respectively of Exhibit A, attached hereto and incorporated herein by reference.

Section 14. Environmental impacts identified in the Final SPEIR as potentially significant, but that can be reduced to less than significant levels with mitigation, are described in Exhibit A, Section V, attached hereto and incorporated herein by reference.

Section 15. Environmental impacts identified in the Final SPEIR as significant and unavoidable despite the imposition of all feasible mitigation measures are described in Exhibit A, Section VI, attached hereto and incorporated herein by reference.

Section 16. Alternatives to the Project that might eliminate or reduce significant environmental impacts are described in Exhibit A, Section VII, attached hereto and incorporated herein by reference, which discussion includes findings regarding the various alternatives.

Section 17. A discussion of the Project benefits and a Statement of Overriding Considerations for the environmental impacts that cannot be fully mitigated to a less than significant level are set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 18. Public Resources Code section 21081.6 requires the SCWMA to prepare and adopt a mitigation monitoring and reporting program for any project for which mitigation measures have been imposed to assure compliance with the adopted mitigation measures. The Mitigation Monitoring and Reporting Program is attached hereto as Exhibits C-1 and C-2, and is hereby incorporated herein by reference.

Section 19. Prior to taking action, the SCWMA reviewed, considered, exercising its independent judgment, the Final SPEIR and all of the information and data in the administrative record, and all oral and written testimony presented to it during meetings and hearings and finds that the Final SPEIR is adequate and was prepared in full compliance with CEQA. No comments or any additional information submitted to the City constitute substantial new information requiring additional recirculation or additional environmental review of the Project under CEQA.

Section 20. The SCWMA hereby certifies the Final SPEIR, adopts findings pursuant to the California Environmental Quality Act, as set forth in Exhibit A attached hereto and incorporated herein by reference; adopts the Statement of Overriding Considerations set forth in Exhibit B attached hereto and incorporated herein by reference; adopts the Mitigation Monitoring and Reporting Program attached hereto as Exhibits C-1 and C-2 and incorporated herein by reference, and imposes each mitigation measure as a condition of Project approval; and directs staff to file a Notice of Determination with the County Clerk in accordance with the provisions of CEQA and the State CEQA Guidelines. SCWMA staff shall implement and monitor the mitigation measures as described in Exhibits C-1 and C-2.

PASSED, APPROVED AND ADOPTED by the Sonoma County Waste Management Agency this 2nd day of December, 2009.

EXHIBIT A

Findings and Facts in Support of Findings

I. Introduction.

The California Environmental Quality Act ("CEQA") and the State CEQA Guidelines (the "Guidelines") provide that no public agency shall approve or carry out a project for which an environmental impact report has been certified which identifies one or more significant effects on the environment that will occur if a project is approved or carried out unless the public agency makes one or more of the following findings:

A. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects identified in the EIR.

B. Such changes or alterations are within the responsibility of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

C. Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR.¹

Pursuant to the requirements of CEQA, the Sonoma County Waste Management Agency (the "SCWMA") hereby makes the following environmental findings in connection with the proposed Amendments to the Sonoma Countywide Integrated Waste Management Plan (the "Project"). The SCWMA makes these environmental findings through a comparison of the environmental effects of the Project against two baseline scenarios, as more fully detailed in the SPEIR. Baseline Scenario 1 is the 2003 CoIWMP conditions when no out-hauling of refuse by truck occurred, and baseline scenario 2 is where out-hauling of refuse by truck is occurring as current existing conditions. Both baseline scenarios are considered in the air quality, noise, and transportation and traffic impact analyses associated with proposed revisions to the Siting Element and mitigations are identified when project activities compared to either of the two baseline scenarios result in a potentially significant impact. Regarding aesthetics related topics, impacts that would result using the two baseline scenarios would not differ substantially. Therefore, the setting used in the impact analysis for aesthetics is the physical conditions that existed as of the date that the Notice of Preparation (NOP) was published, which includes out-of-County haul by truck.

These findings are based upon evidence presented in the record of these proceedings, both written and oral, the Draft SPEIR, the Final SPEIR, and all of their contents, the Comments and Responses to Comments on the Draft SPEIR, and staff and consultants' reports presented through the hearing process, which comprise the Final SPEIR.

¹ Cal. Pub. Res. Code § 21081; 14 Cal. Code Regs. § 15091.

II. Project Objectives.

As set forth in the EIR, the proposed Project is intended to achieve a number of objectives (the "Project Objectives") as follows:

- A. To allow for the development of additional permanent Household Hazardous Waste collection facilities in the County;
- B. To allow for out-of-County disposal of solid waste; and
- C. To allow the divestiture of the Central Landfill, which would most likely result in resumed disposal of refuse at the Central Disposal Site.

III. Effects Determined to be Less Than Significant/No Impact in the Initial Study/Notice of Preparation.

The SCWMA conducted a Notice of Preparation (NOP) and Initial Study to determine the potential environmental effects of the Project. In the course of this evaluation, the Project was found to have no impact in certain impact categories because a project of this type and scope would not create such impacts or because of the absence of project characteristics producing effects of this type. The following effects were determined not to be significant or to be less than significant for the reasons set forth in the Initial Study, and were not analyzed in the SPEIR because they require no additional analysis to determine whether the effects could be significant.

A. AGRICULTURAL RESOURCES

- 1. The Project will not convert prime farmland, or farmland of statewide importance to non-agricultural use as the Project is merely amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.
- 2. The Project will not conflict with existing zoning for agricultural use or a Williamson Act contract, as the Project is merely amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.
- 3. The Project does not involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland to non-agricultural use, as the Project is merely amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.

B. BIOLOGICAL RESOURCES

- 1. The Project will not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service, as the Project is merely

amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.

2. The Project will not have a substantial adverse effect on any riparian habitat identified in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service, as the Project is merely amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.

3. The Project will not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means, as the Project is merely amendments to the Sonoma Countywide Integrated Waste Management Plan and no specific project site is proposed.

4. The Project will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

5. The Project will not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

6. The Project will not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

C. CULTURAL RESOURCES

1. The Project will not cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5, as none are expected to be affected by the Project.

2. The Project will not cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5, as none are expected to be affected by the Project.

3. The Project will not, either directly or indirectly, destroy a unique paleontological resource or site or unique geologic feature, as none are expected to be affected by the Project.

4. The Project will not disturb any human remains, including those interred outside of formal cemeteries, as none are expected to be affected by the Project.

D. GEOLOGY AND SOILS

1. The Project will not rupture a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault.

2. The Project would not result in seismic-related ground failure, including liquefaction.

3. The Project would not result in substantial soil erosion or the loss of topsoil, as the Project is amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

4. The Project will not cause landslides, as the Project is amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

5. The Project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse, as the Project is amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

6. The Project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property, as the Project is amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

7. The Project will not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater, as the Project is amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

E. HAZARDOUS AND HAZARDOUS MATERIALS

1. The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials, as none would be transported as part of this Project.

2. The Project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment, as none would be handled as part of the Project.

3. The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school, as no specific project site is proposed.

4. The Project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment, as the Project is merely amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

5. The Project is not located within an airport land use plan or, where such plan has not been adopted, within two miles of a public airport or public use airport, as the Project is

merely amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

6. The Project is not located within the vicinity of a private airstrip, as the Project is merely amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

7. The Project will not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.

8. The Project will not expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are subject to urbanized areas or where residences are intermixed with wildlands, as the Project is merely amendments to the Countywide Integrated Waste Management Plan and no specific project site is proposed.

F. HYDROLOGY AND WATER QUALITY

1. The Project will not violate any water quality standards or waste discharge requirements.

2. The Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level.

3. The Project will not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off site.

4. The Project will not substantially alter the existing drainage pattern of the site or area, including the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or off site.

5. The Project will not create or contribute to runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff.

6. The Project will not otherwise substantially degrade water quality.

7. The Project will not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.

8. The Project will not place within a 100-year flood hazard area structures that would impede or redirect flood flows, as no specific Project site is proposed.

9. The Project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

10. The Project will not expose people or structures to a significant risk of loss, injury or death involving inundation by seiche, tsunami, or mudflow, as no specific Project site is proposed.

G. LAND USE

1. The Project will not physically divide an established community as no specific Project site is proposed.

2. The Project will not conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the Project.

3. The Project will not conflict with any applicable habitat conservation plan or natural community conservation plan.

H. MINERAL RESOURCES

1. The Project will not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.

2. The Project will not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan.

I. POPULATION AND HOUSING

1. The Project will not induce substantial population growth in an area either directly or indirectly, as the Project is merely amendments to the Countywide Integrated Waste Management Plan.

2. The Project will not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere, as no specific Project site is proposed.

3. The Project will not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere, as no specific Project site is proposed.

J. PUBLIC SERVICES

1. The Project will not result in substantial adverse physical impacts associated with the provision or need of new or physically altered fire protection services, the construction of which could cause significant environmental impacts.

2. The Project will not result in substantial adverse physical impacts associated with the provision or need of new or physically altered police protection services, the construction of which could cause significant environmental impacts.

3. The Project will not result in substantial adverse physical impacts associated with the provision or need of new or physically altered schools, the construction of which could cause significant environmental impacts, because it would not generate any new students.

4. The Project will not result in substantial adverse physical impacts associated with the provision or need of new or physically altered parks, the construction of which could cause significant environmental impacts, because it would not generate any population increase with additional park use demand.

5. The Project is not anticipated to cause any environmental impacts related to any other type of public facility.

K. RECREATION

1. The proposed Project will not increase the use of existing neighborhood or regional parks or other recreation facilities.

2. The proposed Project does not include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

L. UTILITIES AND SERVICE SYSTEMS

1. The Project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board, as the project is merely amendments to the Countywide Integrated Waste Management Plan.

2. The Project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

3. The Project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

4. The Project is merely amendments to the existing Countywide Integrated Waste Management Plan and thus there is no anticipated impact to result as to whether sufficient water supplies are available to serve the project from existing entitlements and resources.

5. The Project would not result in any impact to wastewater treatment demand as no specific project site is proposed, and the project is merely amendments to the existing Countywide Integrated Waste Management Plan.

6. The Project would not have any impact on landfills as the Project itself is the amendment to the existing Countywide Integrated Waste Management Plan that deals specifically with ensuring adequate landfill and disposal capacity.

7. The Project would comply with federal, state, and local statutes and regulations related to solid waste.

IV. Effects Determined to be Less Than Significant Without Mitigation in the EIR.

The SPEIR found that the proposed Project would have a less than significant impact without the imposition of mitigation on a number of environmental topic areas listed below. A less than significant environmental impact determination was made for each of the following topic areas listed below, based on the more expansive discussions contained in the Final SPEIR.

A. AIR QUALITY

1. The Project revisions to allow for new household hazardous waste collection facilities would not emit air pollutant emissions that exceed any significance criteria.
2. The Project would not cause any construction air impacts under the short-term strategy under either baseline scenario 1 or 2 from the revisions to the siting element.
3. The Project would not cause any operational impacts under the medium-term strategy of out-of-County transport by truck option, under baseline scenario 2.

B. NOISE

1. The Project would not cause traffic noise from the out-of-County transport by truck option under either baseline scenario 1 or baseline scenario 2.
2. The Project would not cause traffic noise from the reuse of the Central Disposal Site through divestiture under either baseline scenario 1 or baseline scenario 2.
3. The Project would not cause any on-site operations noise from the out-of-County transport by truck option because no changes in existing operations or transfer stations would occur under either baseline scenario 1 or 2, and thus noise levels would not increase.
4. The Project would not cause any ground-borne vibration from either transport option, divestiture, or under either baseline scenario.

C. TRAFFIC

1. The Project would not cause any construction or operational related traffic impacts from the out-of-County transport by truck option under either baseline scenario 1 or 2.
2. The Project would not cause any traffic impacts related to divestiture under baseline scenario 1, but has the potential to cause traffic impacts under baseline scenario 2 as further discussed below.

V. Potentially Significant Environmental Impacts Determined to be Mitigated to a Less Than Significant Level.

The SPEIR identified the potential for the Project to cause significant environmental impacts in the areas of aesthetics, air quality, noise and traffic. With the exception of those specific impacts to aesthetics, air quality, noise, and traffic as discussed in Section VI below, measures were identified that would mitigate all of these impacts to a less than significant level.

The SCWMA finds that the feasible mitigation measures for the Project identified in the Final SPEIR would reduce the Project's impacts to a less than significant level, with the exception of those unmitigable impacts discussed in Section VI below. The SCWMA will adopt all of the feasible mitigation measures for the Project described in the Final SPEIR as conditions of approval of the Project and incorporate those into the Project if approved.

A. AIR QUALITY

1. Construction PM10

The Project has the potential to cause an increase in PM10 emissions from the construction of any new facilities that would be allowed with the amendments to the Countywide Integrated Waste Management Plan.

(a) Findings

Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen any construction PM10 emissions. Specifically, the following mitigation measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure 6-3 [2003 SPEIR Mitigation Measure 10-2]:

The contractor shall reduce particulate emissions by complying with the dust control strategies developed by the NSCAPCD and the BAAQMD. The project sponsor shall include in construction contracts the following requirements:

1. The contractor shall water in late morning and at the end of the day all earth surfaces during clearing, grading, earthmoving, and other site preparation activities.
2. The contractor shall use tarpaulins or other effective covers for haul trucks that travel on public streets and roads.
3. The contractor shall increase the watering frequency for exposed and erodible soil surfaces whenever winds exceed 15 mph.

4. The contractor shall water exposed soil surfaces, including cover stockpiles, roadways, and parking and staging areas, to minimize dust and soil erosion.
5. The contractor shall sweep streets adjacent to the new and expanded non-disposal facilities at the end of each day.
6. The contractor shall control construction, operation, and site maintenance vehicle speed to 15 mph on unpaved roads.

(b) Facts in Support of Findings

Construction of new and expanded facilities and activities required to resume operations of the Central Disposal Site could create significant emissions of fugitive PM10. High emissions of PM10 may occur during earthmoving operations, travel on unpaved roads, or wind blown dust from unprotected stockpiles. If the Waste by Rail (the "WBR") disposal strategy is pursued, construction activities associated with development of a local rail yard and upgrades to existing transfer stations may be required. These activities may result in substantial fugitive PM10 emissions. The BAAQMD recommends Best Management Practices to reduce fugitive PM10 emissions during construction. With implementation of the above mitigation measure, PM10 emitted during construction activities would be reduced to a less than significant level. This is consistent with the guidance provided by the BAAQMD CEQA Guidelines and is consistent with the 2003 SPEIR, which concluded that construction impacts would be less than significant with mitigation.

B. NOISE

1. Construction Noise – Non-Disposal Facilities and Local Rail Yard

The Project has the potential to cause construction noise associated with any new facilities that would be allowed based on the revisions to the Countywide Integrated Waste Management Plan.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project that avoid or substantially lessen any potential impacts from construction noise. More specifically, the following mitigation measure is imposed upon the Project to ensure a less than significant impact:

Mitigation Measure 7-1 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-1]:

1. Construction activities shall be limited to the hours between 7AM to 7PM to the extent practical.
2. Construction equipment shall be properly outfitted and maintained with noise reduction devices to minimize construction-generated noise. Wherever possible,

noise-generated construction equipment shall be shielded from nearby residences by noise-attenuating walls, berms, or enclosures.

3. The contractor shall attempt to locate stationary noise sources as far away as possible from noise-sensitive land uses.

4. Idling of construction equipment engines shall be minimized; engines shall be shut off when not in use, where applicable.

(b) Facts in Support of Findings

Implementation of the proposed revisions to the Household Hazardous Waste Element (the "HHWE") would create the potential for additional permanent household hazardous waste facilities to be established in the County. Furthermore, revisions to the Siting Element may allow for the development of a rail yard and the future expansion of existing transfer stations. Construction of such facilities and activities required to resume operations of the Central Disposal Site could cause temporary increases in noise levels on, and around, the proposed facilities and the Central Disposal Site over the entire construction period. Noise impacts from construction would be less than significant with implementation of Mitigation Measure 7-1.

C. TRAFFIC

1. Traffic Congestion Impacts Caused by Divestiture under Baseline Scenario 2

The medium-term (years 2010 through 2030) disposal strategy identified in the proposed revisions to the Siting Element includes an option to divest the County Disposal System to a private owner who may resume operation and possibly pursue expansion of the Central Disposal Site. This divestiture option under baseline scenario 2 has the potential to cause traffic impacts.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project that ensure a less than significant traffic impact from divestiture. Specifically, the mitigation measure is imposed upon the Project to ensure any impact is less than significant.

Mitigation Measure 8-3 [Recommended Revisions to 2003 SPEIR Mitigation Measure 9-4]

If significant traffic impacts to the Stony Point Road/Roblar Road and Stony Point Road/West Railroad Avenue intersections continue beyond 2015, mitigation measures such as the following shall be implemented:

A. The Integrated Waste Division or the current Central Disposal Site operator will restrict truck traffic that is subject to County or current operator control so that trucks do not travel through the Stony Point Road/Roblar Road and/or the Stony Point Road/West Railroad Avenue intersections during peak traffic hours. This shall apply only to new truck trips associated with projects pursuant to the

CoIWMP and revisions to the CoIWMP (including Divestiture), and not existing traffic using the Central Disposal Site. The restriction shall apply to trucks subject to County or current operator control, such as those making deliveries for cover soil and liner materials, and trucks associated with construction at the site. This measure shall remain in effect until a traffic signal has been installed at these intersections.

B. Prior to construction of projects at the Central Disposal Site pursuant to the CoIWMP, the Integrated Waste Division or the current Central Disposal Site operator shall pay a traffic mitigation fee that includes a fair share contribution toward the installation of signals at the Stony Point Road/Roblar Road and Stony Point Road / West Railroad Avenue intersections.

C. Consider restricting hours of operation so that traffic is not added to the congested intersections during peak traffic hours. This restriction would remain in effect until these intersections are signalized.

D. Consider restricting the use of the site to commercial operators only, thereby reducing the number of vehicles using the Stony Point Road /Roblar Road and Stony Point Road /West Railroad Avenue intersection.”

(b) Facts in Support of Findings

Under the current baseline conditions (Baseline Scenario 2), where out-of-County hauling of refuse by truck is occurring, if refuse disposal resumes at the Central Disposal Site due to implementation of the divestiture option, it is assumed that the transfer truck trips from Annapolis, Healdsburg, and Sonoma transfer stations that currently haul waste to out-of-County landfills directly would instead be routed to the Central Disposal Site. The estimated increase in daily truck trips that would occur at the Central Disposal Site due to resumption of disposal at the site are identified in Table 8-3 of the EIR. In addition to the trips identified in the table, it is anticipated that several daily automobile trips associated with additional commuting workers to the site would be required. Currently, there are no proposals to resume refuse disposal at the Central Disposal Site or to expand the Central Disposal Site, other than the proposal that was rejected by the County; therefore, project specific traffic congestion impacts cannot be determined until a site-specific project is proposed. However, on a program level, implementation of Mitigation Measure 8-3, identified in the 2003 SPEIR, would reduce traffic congestion impacts related to resumption of disposal activities at the Central Disposal Site to a level that is less than significant.

VI. Environmental Effects that Remain Significant and Unavoidable After Mitigation.

In the environmental areas of aesthetics, air quality, noise and traffic there are instances where environmental impacts would remain significant and unavoidable after mitigation. These areas are discussed below.

A. AESTHETICS

1. Litter Associated with Non-Disposal Facilities

The waste transported by truck haul option associated with the modifications to the Siting Element identified in the project description could degrade the existing visual character or quality through the inadvertent generation of litter along transportation routes.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen any significant and unavoidable litter impact associated with non-disposal facilities. More specifically, the following mitigation measure will be incorporated into the project to address this impact. Nevertheless, this impact will remain significant and unavoidable as discussed below.

Mitigation Measure 5-1 [Recommended Revisions to 2003 SPEIR Mitigation Measure 14-2]

A litter abatement program shall be developed and implemented by each non-disposal facility operator demonstrating how inadvertent litter that may be generated on- and off-site will be adequately controlled. Each facility's litter abatement program shall be submitted to, and approved by, the Local Enforcement Agency (LEA) prior to operations under the project.

Each non-disposal facility shall assign a litter coordinator who shall be responsible for implementing the litter abatement program and responding to any potential litter complaints by the public. The litter coordinator will determine the cause of the complaint and will ensure that reasonable measures are implemented to correct the problem. A contact telephone number for the litter coordinator shall be posted conspicuously at entrances to the non-disposal facilities.

On-site Mitigation - Measures to be included and implemented within each non-disposal facility to control litter shall include, but not limited to, the following, as applicable:

A. Litter fences shall be established around new or expanded non-disposal facilities, as necessary to prevent litter blowing onto off-site areas.

B. Litter along on-site roads shall be collected and removed routinely.

Off-site Mitigation - Measures to be included and implemented to control off-site litter shall include, but not limited to, the following, as applicable:

C. Prior to project operations, and routinely during project operations, the litter coordinator shall inspect public roads immediately adjacent to the non-disposal sites to document litter presence.

If during operations, it is determined by the litter coordinator that an increase in off-site litter associated with the non-disposal facility is occurring compared to preproject conditions, the non-disposal facility operator shall routinely conduct litter removal (or increase its existing off-site litter removal effort) on these roadways.

D. Open cargo areas of vehicles (e.g., pick-ups, trucks, trailers, etc.) hauling waste shall be covered. This requirement will be enforced with financial penalties levied at the time of delivery to County Non-Disposal Sites and by the California Highway Patrol (CHP) in the areas near disposal sites.

E. To reduce litter accumulation resulting from the activities of commercial haulers, the litter abatement program could include, but not be limited to: 1) education of commercial haulers; and 2) requirements for thorough cleaning of debris boxes, covering emptied containers, or other similar measures, to reduce litter created upon exiting non-disposal facilities.

F. The litter abatement program shall consider limiting non-disposal facility operations to commercial or private (general public) haulers, including the collocation of disposal and non-disposal facilities to reduce roadside litter.

G. The litter abatement program shall require all commercial contractors to enclose, cover and /or seal all transfer vehicles to contain all solid waste and prevent spilling or scattering of solid waste during transportation thereof. If any material is spilled, whether on private or public property, the contractor shall clean it up within twenty four hours after the earlier of receipt of notice from County or contractor's first having actual knowledge of the spill. If contractor does not clean it up within the required time, the County may clean it up, and the County shall be made whole for any costs incurred for the cleanup by the contractor.

(b) Facts in Support of Findings

The 2003 SPEIR identified program level significant impacts related to litter along truck route roadways (2003 SPEIR Impacts 14-2); however, the proposed waste transported by truck haul option may substantially increase the severity of this previously identified impact by increasing the total truck haul mileage required to haul the waste out of the County. Implementation of Mitigation Measure 5-1 (recommended revisions to 2003 SPEIR Mitigation Measure 14-2) would be required to reduce this impact. As disclosed in the 2003 SPEIR, litter control measures cannot prevent all litter associated with truck travel related to non-disposal facilities, such as transfer stations. The same conclusion applies to litter generated during truck transport of waste from transfer stations to out-of-County landfills. While the mitigation measures identified above would be effective in preventing some amount of litter, as well as cleaning up litter, there would sometimes be a lag between the time the litter becomes a significant environmental effect and the time that the litter can be removed. This impact is considered significant and unavoidable.

2. Litter Associated with Waste by Rail (WBR)

The WBR option associated with the modifications to the Siting Element identified in the project description could degrade the existing visual character or quality through the inadvertent generation of litter along rail routes.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable litter impact associated with waste by rail. More specifically, the following mitigation measure will be incorporated into the project to address this impact. Nevertheless, this impact is expected to remain significant and unavoidable.

Mitigation Measure 5-2

A litter abatement program shall be developed and implemented by each waste by rail facility operator demonstrating how inadvertent litter that may be generated on- and off-site will be adequately controlled. Each facility's litter abatement program shall be submitted to, and approved by, the LEA prior to operations under the project.

Each waste by rail facility shall assign a litter coordinator who shall be responsible for implementing the litter abatement program and responding to any potential litter complaints by the public. The litter coordinator will determine the cause of the complaint and will ensure that reasonable measures are implemented to correct the problem. A contact telephone number for the litter coordinator shall be posted conspicuously at entrances to the waste by rail facilities.

On-site Mitigation - Measures to be included and implemented within each waste by rail facility to control litter shall include, but not limited to, the following, as applicable:

A. Litter fences shall be established around new waste by rail facilities, as necessary to prevent litter blowing onto off-site areas.

B. Litter along on-site roads shall be collected and removed routinely.

Off-site Mitigation - Measures to be included and implemented to control off-site litter shall include, but not limited to, the following, as applicable:

C. Open cargo areas of intermodal containers or gondola cars hauling waste shall be covered.

D. A litter abatement program shall be implemented to reduce litter accumulation resulting from the activities of commercial rail haulers. The program could include but not be limited to: 1) education of commercial haulers; and 2) requirements for thorough cleaning and emptying of intermodal

containers or gondola cars, or other similar measures, to reduce litter created through waste by rail transport.

E. The litter abatement program shall consider limiting non-disposal facility operations to commercial or private (general public) haulers, including the co-location of disposal and non-disposal facilities to reduce litter along the railroad and roadside.

F. The litter abatement program shall require all commercial contractors to enclose, cover and /or seal all intermodal containers or gondola cars to contain all solid waste and prevent spilling or scattering of solid waste during transportation thereof. If any material is spilled, whether on private or public property, the contractor shall clean it up within twenty-four hours after the earlier of receipt of notice from County or contractor's first having actual knowledge of the spill. If contractor does not clean it up within the required time, the County may clean it up, and the County shall be made whole for any costs incurred for the cleanup by the contractor.

(b) Facts in Support of Findings

The waste by rail option was not addressed in the 2003 SPEIR. Litter at new or upgraded facilities associated with the hauling waste by rail option could result in a significant impact to the visual character or quality at both the waste by rail facilities (e.g., local rail yard) and along the railroad route(s). At the facility site(s), litter could be generated when waste would be loaded into intermodal containers or gondola cars at the local rail yard. Specific visual impacts of litter at these facilities cannot be assessed until they are proposed with complete design and site information. In addition, the waste transported by rail haul option may result in a significant litter impact to the visual character and quality along the railroad route(s). Further analysis related to the generation of litter that would be associated with the transportation of waste by rail option would be conducted when a specific project is proposed.

As mentioned above, the potential exists for significant visual impacts to occur associated with the potential for the waste by truck haul option to generate litter along transfer station haul routes. The waste by rail process would have similar potential to generate litter along the transfer station haul routes to the local rail yard. Implementation of Mitigation Measure 5-2 would be required to reduce this impact. Similar to as described above under Impact 5-1, litter control measures cannot prevent all litter associated with rail transport of waste. While the mitigation measures identified above would be effective in preventing some amount of litter, there would be no guarantee that all litter would be controlled to avoid a significant environmental effect. Therefore, this impact is significant and unavoidable.

B. AIR QUALITY

1. Air Pollutant Emissions from Revisions to Siting Element (including emissions of criteria air pollutants and emissions of diesel particulate matter)

The proposed revisions to the Siting Element include a short-term disposal strategy and a medium-term disposal strategy. The short-term disposal strategy is to continue the out-of-

County transport by truck disposal with contracts that are currently in place, which would ensure sufficient disposal capacity until 2010, when the contracts are scheduled to expire. The medium-term (years 2010 through 2030) disposal strategy would consider the following three options: out-of-County disposal with waste transport by truck; out-of-County disposal with waste transport by rail (WBR); and divestiture of the County Disposal System to a private owner who may resume operation and possibly pursue expansion. There is the potential for air pollutant emissions impacts to remain significant and unavoidable even after mitigation as a result of: (1) the exceedance of emissions of criteria air pollutants under the waste by truck option in the short-term under baseline scenario 1; (2) the exceedance of emissions of criteria pollutants under either the waste by truck option under baseline scenario 1, or the waste by rail option under either baseline scenario 1 or 2; (3) and from the emission of diesel particulate matter under the waste by rail option from any operation of a local rail yard.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable air emission impacts. More specifically, the following mitigation measures are imposed upon the Project to lessen the significant impact. Nevertheless, this air emissions impact will remain significant and unavoidable.

Mitigation Measure 6-2 (a) [2003 SPEIR Mitigation Measure 10-1(a)]

The County and cities shall consider air emissions when purchasing new equipment and when entering into agreements with solid waste operators. Cleaner vehicles shall be weighted more favorably than less clean vehicles.

Mitigation Measure 6-2(b) [Recommended Revisions to 2003 SPEIR Mitigation Measure 10-1(b)]

1. New facilities shall be sited to maximize separation between haul routes/facilities and sensitive receptors to the extent practical.
2. New facilities shall encourage the use of low emissions vehicles that control diesel particulates with engine filters or by using low emissions fuels such as compressed natural gas.
3. The contractor shall reduce NO_x, ROG, and CO emissions by complying with the construction vehicle air pollutant control strategies developed by the BAAQMD and the NSCAPCD. The project sponsor shall include in construction contracts the following requirements:
 - a. Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. As a general rule, vehicle idling should be kept below five minutes.
 - b. The contractor's construction equipment shall be properly maintained and in good operating condition.

c. The contractor shall utilize new technologies to control ozone precursor emissions as they become available and feasible.

d. The contractor shall substitute gasoline-powered for diesel-powered equipment where feasible.

4. Asphalt paving materials shall conform to the most recent guidelines by the air district having jurisdiction.

Mitigation Measure 6-2(c) [Recommended Revisions to 2003 SPEIR Mitigation Measure 10-1(c)]

1. Contracts for operation of proposed facilities described in the CoIWMP shall require contractors to limit idling time of diesel equipment to five minutes when practical. Contracts shall also require that equipment be serviced at regular intervals to keep engines operating with parameters that will prevent excessive emissions.

2. Contracts for operation of proposed facilities described in the CoIWMP shall include incentives for using electric motors instead of internal combustion engines in stationary equipment.

(b) Facts in Support of Findings

Short-Term Strategy

Under Baseline Scenario 1, when no out-of-County hauling of refuse occurred, project related NOx emissions from the short-term disposal strategy would exceed BAAQMD's emissions thresholds for NOx, resulting in an impact that would be potentially significant.

Medium-Term Strategy

As shown in Table 6-6 and Figure 6-2 of the EIR, when compared to Baseline Scenario 1, daily emissions in the local air basins could exceed the BAAQMD thresholds under implementation of the out-of-County haul by truck option. Therefore, criteria pollutant emissions that would be generated under the medium-term strategy would be potentially significant when compared to Baseline Scenario 1.

If the WBR option is pursued, operation of a local rail yard could result in significant diesel particulate matter from diesel truck and locomotive emissions that may result in health impacts to nearby sensitive receptors depending on where the rail yard would be located. CARB recommends that sensitive receptors not be located within 1,000 feet of a major service and maintenance rail yard and that consideration should be taken when siting sensitive uses within one mile of a rail yard. The rail yard that would be constructed under the medium-term strategy would be much smaller than the rail yards for which these criteria were developed. Nevertheless, impacts would be potentially significant depending on where the local rail yard is ultimately placed.

Substantial criteria pollutant emissions would occur outside of the local air basin if the WBR option is pursued. Locomotives used to haul waste would cross through a number of different air basins depending on the out-of-County landfill location. These emissions could impede attainment within these basins and therefore impacts would be potentially significant.

Implementation of the above mitigation measures from the 2003 SPEIR would reduce local area impacts related to emissions of criteria pollutants, TACs, and exposure of sensitive receptors to heightened pollutant concentrations. It is possible that construction and operation of a rail yard for the waste by rail option could result in regional emissions or in health impacts to nearby sensitive receptors that would be considered significant. The mitigation described above may not reduce impacts to less than significant, and so it must be concluded that such facilities may have a significant and unavoidable impact on air quality.

2. Odors

The Project has the potential to cause significant and unavoidable odor impacts.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable odor impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant odor impacts. Nevertheless, the odor impacts are expected to remain significant and unavoidable.

Mitigation Measure 6-4 [2003 SPEIR Mitigation Measure 10-3]

A. Control of odors shall be implemented through the use of Best Management Practices utilized with Sonoma County such as the avoidance of compost disturbance in afternoon hours, regulating moisture content, and turning compost windrows.

B. If odor persists as a problem, compost piles or windrows shall be covered with soil or finished compost to reduce emissions of odors.

C. The landfill will be covered at the end of every day with plastic, soil or other appropriate material.

D. Any cracks in the landfill surface will be repaired as soon as practical.

E. Acidity levels in leachate ponds will be monitored and pH adjusted as necessary to reduce odor problems.

F. When new compost facilities are proposed, consideration will be given to operations that are conducted inside buildings using air filtration systems to prevent release of odors.

(b) Facts in Support of Findings

Program level significant and unavoidable odor impacts were identified in the 2003 SPEIR. The Central Disposal Site has received 29 unconfirmed odor complaints over the past five years. Of these complaints, 21 were received in 2004, four were received in 2005, three were received in 2006, and one was received in 2007. No complaints regarding odors originating from the Central Disposal Site were received in 2008. In 2005, landfilling of solid waste at the Central Disposal Site was suspended and since then all waste has been hauled by truck to landfills outside of Sonoma County. Therefore, the steady decline in odor complaints over the past five years appears to reflect the suspension of landfilling activities at the Central Disposal Site. No odor complaints have been received at any of the other transfer stations in Sonoma County over the past five years. Therefore, it is not anticipated that significant odor impacts would be generated at non-landfill facilities, including the existing transfer stations or at a local rail yard that could result under the waste by rail option. However, the proposed revision to the Siting Plan would allow for divestiture of the County Disposal System to a private owner who may then resume operation and possibly pursue expansion of the Central Disposal Site. Impacts associated with the divestiture option would be the same as those described in the 2003 SPEIR. Therefore, Mitigation Measure 6-3 would be applicable if divestiture is pursued.

As stated in the 2003 SPEIR, implementation of the mitigation measures outlined above would not guarantee that impacts would be reduced to a less-than-significant level. Therefore, this impact would be considered significant and unavoidable.

3. Emissions from On-Site Operations of Landfill under Divestiture

The resumption of operations or expansion of the Central Disposal Site that could occur under the divestiture option could cause significant onsite emissions of criteria pollutants. Also, diesel emissions from trucks and equipment would include TACs that could be potentially hazardous if sensitive receptors (e.g., homes, schools, hospitals, etc.) are located nearby.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable emission impacts associated with the on-site operations of the Central Disposal Site. More specifically, the following mitigation is imposed upon the Project to lessen this significant and unavoidable impact. Nevertheless, the impact is expected to remain significant and unavoidable as discussed below.

Mitigation Measure 6-5: [2003 SPEIR Mitigation Measure 10-4(b)]

Same as Mitigation Measures 6-2(a), (b), and (c).

(b) Facts in Support of Findings

Onsite impacts associated with resuming waste disposal at the Central Disposal Site would be the same as those identified in the 2003 SPEIR, and therefore, Mitigation Measure 6-5 above

would be applicable to this option. Even with implementation of these measures, there would still be potential for onsite impacts to occur, particularly under Baseline Scenario 2, which assumes out-of-County hauling of refuse with no disposal operations occurring at the Central Disposal Site, because all emissions associated with resumed onsite disposal activities would be considered project related emissions and not part of the baseline scenario. Therefore, onsite impacts associated with landfill operations under the divestiture options would be significant and unavoidable even with implementation of Mitigation Measure 6-5.

4. Greenhouse Gas Emissions

Disposal strategies of the project may result in increased emissions of GHGs, which may conflict with the State's and local GHG reduction goals.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable greenhouse gas emissions impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant greenhouse gas emissions impacts. Nevertheless, the impact is expected to remain significant and unavoidable as discussed below.

Mitigation Measure 6-6: [2003 SPEIR Mitigation Measure 10-4(b)]

Same as Mitigation Measures 6-2(a), (b), and (c).

(b) Facts in Support of Findings

The project would not conflict with the 39 Recommended Actions identified by CARB in its Climate Change Proposed Scoping Plan. In fact, the Central Disposal Site currently utilizes captured landfill gas (LFG) to generate power that contributes energy to Pacific Gas and Electric's (PG&E's) power grid. This action is consistent with CARB's actions to reduce emissions from landfill operations. To determine greenhouse gas emissions (CO₂E) from transfer vehicle emissions, the total mileage amounts for the short-term disposal strategy, which is also the baseline scenario, were multiplied by emission factors for carbon dioxide and methane derived using the EMFAC2007 emissions model. Methane emissions from fuel combustion were then converted to CO₂E and combined with the carbon dioxide emissions to determine total GHG emissions associated with the short-term disposal strategy. Based on these calculations, total GHG transfer vehicle emissions in 2007 were approximately 2,502 metric tons per year. Even though emissions associated with the short-term disposal strategy are considered to be part of the baseline conditions, these emissions would be well below the significance threshold of 25,000 metric tons per year.

GHG emissions from the medium-term disposal strategy were calculated based on estimated mileages as described under Impact 6-1 in the EIR. GHG emission rates for trucks were calculated using EMFAC2007 emission factors, and GHG emission rates for locomotives were estimated based on emission factors for distillate fuel combustion and average fuel economy for locomotives.

An emission reduction credit was applied for the divestiture option. As mentioned previously, landfill gas (LFG) is captured at the Central Disposal Site and used to generate power. The contracted out-of-County landfills all capture LFG, but the gas is flared and not used for energy production. For the purposes of this analysis, it is assumed that the LFG capture efficiencies for Central Disposal Site and the out-of-County landfills are essentially the same. The combustion emissions associated with both flaring and power production are similar; therefore, it is assumed that there would be little difference in direct GHG emissions between flaring at out-of-County landfills and energy production at the Central Disposal Site. However, because the LFG power generation facility at Central Disposal Site contributes energy to PG&E's power grid, an annual GHG emission reduction credit has been estimated. The energy produced at the Central Disposal Site replaces energy that PG&E would otherwise produce and thus reduces the "indirect" GHG emissions associated with PG&E power production.

For the purposes of estimating the annual GHG credit, it is assumed that approximately half a million tons of refuse would be generated each year in Sonoma County as more fully detailed in the EIR. Therefore, because approximately 15 million tons of refuse is currently in place at the Central Disposal Site and approximately 52.65 million kilowatt hours (kWh) of LFG based power was sold by Sonoma County to PG&E in 2007, it is reasonable to assume that 1.76 kWh of LFG power would be generated for each year of refuse deposited at Central Disposal Site.

Using an emission factor (0.524 pounds of CO₂E per kWh) developed from PG&E's carbon footprint calculator, a GHG emissions credit of 417 metric tons per year has been assigned relative to LFG power generation at Central Disposal Site. It should be noted that the PG&E emission factor is approximately twice as conservative of an emission factor compared to one that USEPA has published (i.e., 1 million tons of waste in place could generate approximately 7 million kWh per year of energy).

Estimated annual GHG emissions for each of the options under the medium-term strategy, as well as the net emissions compared to Baseline Scenario 1 and Baseline Scenario 2 emissions, are outlined in Table 6-7 of the EIR. As shown, none of the options under the medium-term scenario would result in total emissions that would exceed the threshold of 25,000 metric tons per year. The divestiture option would result in the lowest GHG emissions out of all three options. It is important to note that while the contracted landfills do not currently generate power using LFG, all three are currently in the process of permitting such plants. Therefore, in future years these reductions may not be applicable. Nevertheless, even without the LFG reduction credit, divestiture would result in the lowest GHG emissions of all three options.

Although none of the medium-term options would trigger the 25,000 metric ton threshold, the out-of-County transportation of refuse by either truck or rail is inherently energy inefficient. In addition, it appears that the non-divestiture disposal strategies would conflict with a basic Sonoma County objective (OSRC-16.1) to minimize air pollution and GHG emissions. Furthermore, the Sonoma County Community Climate Action Plan includes a GHG solution that requires that all waste that cannot be reused or recycled be placed in local landfills that produce energy. Therefore, with the exception of the divestiture option, the short-term and medium-term disposal strategies associated with proposed amendments to the Siting Element would result in a significant and unavoidable impact associated with GHG generation.

C. NOISE

1. Traffic Noise Associated with New Household Hazardous Waste Collection Facilities and Waste by Rail Facilities

Proposed revisions to the Household Hazardous Waste Element, and the Siting Element to allow for development of new household hazardous waste collection facilities within the County, and potential local rail yards under waste by rail option have the potential to generate traffic noise that would exceed significance criteria creating a significant and unavoidable impact.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable traffic noise impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant traffic noise impact. Nevertheless, this impact will remain significant and unavoidable.

Mitigation Measure 7-3 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-2]

A. Where feasible, collection activities associated with these facilities shall be conducted during hours of the day which are not noise sensitive for nearby residents and other adjacent land uses. The activities shall be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods.

B. The County and cities shall include noise as an evaluation criterion when purchasing new waste/recyclables transportation vehicles (including locomotive engines if waste transport by rail is implemented), and will purchase the quietest vehicles available when reasonably possible. If the County does not make direct purchases of such vehicles, they will require their licensed/franchised haulers, via their licensed/franchised agreement, to include noise as an evaluation criterion in their purchase of vehicles.

C. A site-specific noise evaluation shall be conducted as part of the siting study for new and expanded non-disposal facilities including any new household hazardous waste facilities and/or local rail yards to identify potential noise problem areas prior to site selection. The noise evaluation shall consider the location of sensitive receptors and evaluate sound barriers or other means to reduce noise exposure. The evaluation shall also consider operational changes such as restricting hours of operation.

(b) Facts in Support of Findings

Household Hazardous Waste Collection Facilities

Proposed revisions to the HHWE would allow for development of new household hazardous waste collection facilities within the County. These facilities would generate traffic noise that could significantly impact nearby sensitive receptors. Since exact locations of the new household hazardous waste facilities have not been proposed, it is impossible to evaluate impacts to sensitive receptors at this time. Therefore, it must be assumed that the revisions could have a potentially significant impact with regard to traffic noise. The mitigation measures above would help minimize potential impacts.

Waste by Rail Facilities

The medium-term (years 2010 through 2030) disposal strategy identified in the proposed revisions to the Siting Element includes an out-of-County disposal with waste transport by rail option. Operations of a new facility, such as a local rail yard, would result in moderate truck traffic noise in route to and from the facility. It is estimated that approximately 142 and 152 truck trips per day to the local rail yard would be required during 2010 and 2020, respectively, as more fully detailed in the SPEIR. In addition to truck trips, it is anticipated that several daily automobile trips associated with commuting workers would be required. Depending on the location of nearby sensitive receptors, traffic noise in the vicinity of the local rail yard could be potentially significant.

Implementation of Mitigation Measure 7-3 would help reduce potential noise impacts from traffic associated with new household hazardous waste collection facilities and waste by rail facilities. However, since no facilities are currently proposed, it is impossible to determine if significant noise impacts could occur. Therefore, for the purpose of this analysis, impacts are considered potentially significant and unavoidable.

2. Railroad Noise

The Project revises the Siting Element to allow for waste by rail option that has the potential to cause significant and unavoidable railroad noise.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen significant and unavoidable traffic noise impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant railroad noise impact. Nevertheless, this impact is expected to remain significant and unavoidable.

Mitigation Measure 7-3 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-2]

A. Where feasible, collection activities associated with these facilities shall be conducted during hours of the day which are not noise sensitive for nearby residents and other adjacent land uses. The activities shall be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods.

B. The County and cities shall include noise as an evaluation criterion when purchasing new waste/recyclables transportation vehicles (including locomotive engines if waste transport by rail is implemented), and will purchase the quietest vehicles available when reasonably possible. If the County does not make direct purchases of such vehicles, they will require their licensed/franchised haulers, via their licensed/franchised agreement, to include noise as an evaluation criterion in their purchase of vehicles.

C. A site-specific noise evaluation shall be conducted as part of the siting study for new and expanded non-disposal facilities including any new household hazardous waste facilities and/or local rail yards to identify potential noise problem areas prior to site selection. The noise evaluation shall consider the location of sensitive receptors and evaluate sound barriers or other means to reduce noise exposure. The evaluation shall also consider operational changes such as restricting hours of operation.

(b) Facts in Support of Findings

The waste transport by rail option would generate new train trips along the currently inactive railroad track that runs through Sonoma County. This railroad is currently being repaired by the North Coast Rail Authority (NCRA), which plans to complete repairs and resume freight service sometime in 2009. Therefore, assuming freight service resumes in 2009, the proposed amendment could add an additional daily train trip originating within Sonoma County beginning as early as 2010. While a locomotive and the pass by of railroad cars results in noise levels of 70 dBA or more (depending on the engine noise and quality of the tracks and wheels) at a distance of 50 feet, the loudest noise from a train is the horn. Train horns must be loud to be effective and they are often over 100 dBA at a distance of 100 feet from the horn. Train horns are limited by the Federal Railroad Administration to a maximum of 113 dBA at 100 feet. Locomotive engines can generate SELs of 92 dBA at 50 feet and trains horns can generate SELs up to 110 dBA at 50 feet. These noise levels represent single noise events, and would not last longer than a few seconds. The hourly Leq for these events would be approximately 56.4 dBA and 74.4 dBA respectively (FTA, 2006). Such noise levels could disrupt nearby sensitive receptors. Because of the uncertainties associated with waste by rail option, the level of disturbance to sensitive receptors can not be accurately determined in this SPEIR and further discussion of potential impacts of increased rail noise would be speculative. Railroad noise impacts that would be generated by the waste transport by rail option would be difficult to mitigate as the rail infrastructure is already in place and therefore siting considerations cannot be used as mitigation. The rail line would be utilized for other freight transport as well, so the incremental increase in noise levels from the addition of one train is uncertain at this time.

Therefore, while implementation of Mitigation Measure 7-3 described above would help reduce impacts associated with train noise, it may not reduce impacts to a less-than-significant level. Therefore, impacts would be considered significant and unavoidable if the waste transport by rail option is pursued.

3. On-Site Operations Noise

The revisions to the Household Hazardous Waste Element could result in new household hazardous waste facilities that have the potential to cause noise impacts. Additionally, the revisions to the Siting Element allow for a waste by rail option that could result in development of local rail yards that would also produce noise impacts.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable on-site operational noise impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant on-site operational noise impacts. Nevertheless, this impact is expected to remain significant and unavoidable.

Mitigation Measure 7-6 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-3]

A. Same as Mitigation Measure 7-3 (B) and (C).

B. The noise evaluation described in Mitigation Measure 7-3 (C) shall consider the location of sensitive receptors and locate equipment and operations to minimize the noise exposure to the extent practical. The evaluation should consider enclosures for noise equipment or sound barriers to shield off-site receptors from noise. Additionally, if WBR is pursued, the noise evaluation must consider location of sensitive receptors when determining where to place the local rail yard.

(b) Facts in Support of Findings

New and expanded non-disposal facilities and the new local rail yard could produce onsite operational noise. Operations of new household hazardous waste facilities would not be expected to result in a substantial increase in noise levels. The location of these facilities has not been proposed at this time, and therefore impacts to sensitive receptors cannot be determined. However, it is unlikely that new household hazardous waste collection facilities would generate substantial noise increases. Nevertheless, due to large number of uncertainties regarding noise levels from operations of new household hazardous waste collection facilities, impacts would be potentially significant.

The proposed amendments to the Siting Element of the CoIWMP would include a medium term disposal strategy that would include the following three waste disposal options: out-of-County disposal with waste haul by truck, out-of-County disposal with waste transport by rail; and divestiture. If out-of-County truck haul is pursued, no changes in existing operations of the transfer stations would be expected to occur under Baseline Scenarios 1 or 2. Therefore, noise levels would not increase from the existing baseline and no impact would occur. If waste transport by rail is pursued, a new local rail yard would need to be constructed. Operation of a local rail yard could generate a substantial amount of onsite noise that could be disruptive to nearby sensitive receptors. A specific rail yard has not been proposed; therefore, impacts can

only be discussed qualitatively at this time. In general, the FTA does not recommend siting a rail yard within 1,000 feet of a sensitive receptor. However, this screening distance was determined based on the assumed operations of 20 train movements per day. The proposed rail yard would be unlikely to service that many trains per day, and therefore screening distances would probably be lower. In addition to the rail yard, the waste transport by rail option would require upgrades to existing transfer stations to include top-pick hoists to load containers onto flat bed transfer vehicles. Such equipment could generate noise level increases at existing transfer stations.

Mitigation Measures 7-3 above would help reduce impacts from operations of non-disposal (e.g., Household Hazardous Waste Facilities) and local rail yard facilities. While implementation of Mitigation Measure 7-6 outlined above would help reduce impacts from the waste transport by rail option, it may not mitigate impacts to less than significant. Therefore, impacts may be significant and unavoidable if waste transport by rail is pursued.

D. TRAFFIC

1. Traffic Congestion from New Household Hazardous Waste Collection Facilities and Waste by Rail Facilities

The revisions to the Household Hazardous Waste Element and the Siting Element would allow for the development of new facilities for the collection of household hazardous waste, and for the collection of waste via rail facilities. Both of these types of facilities may cause significant and unavoidable traffic impacts as more fully detailed below.

(a) Findings

Changes or alterations have been required in, or incorporated into the Project to attempt to lessen the significant and unavoidable operational traffic impacts. More specifically, the following mitigation is imposed upon the Project to lessen the significant operational traffic impacts. Nevertheless, this impact is expected to remain significant and unavoidable.

Mitigation Measure 8-2 [Recommended Revisions to 2003 SPEIR Mitigation Measure 9-1]

A. To the extent feasible, new non-disposal facilities and new waste by rail facilities shall not be located in areas with significant road congestion, as designed in the cities' and County General Plan.

B. To the extent feasible, new non-disposal facilities and new waste by rail facilities shall be located near other commercial or industrial facilities to allow for the combination of activities in one trip and reduce overall trip generation.

C. Traffic Management Plans (TAMP) shall be developed for each of the new and expanded non-disposal facilities and new waste by rail facilities, as required. These plans shall schedule truck trips so that roadway segments with the potential to be significantly impacted are avoided during peak hours. In

addition, these plans shall detail the hours of operation and other restrictions on truck trips for each of the facilities and shall include plans for employee car pooling and bus transportation, where appropriate and feasible. The plans shall be updated periodically in response to changing traffic conditions and improvements to the highway system. The TAMP shall include a site-specific traffic evaluation conducted as part of the siting study for a new non-disposal facility or a new waste by rail facility to identify potential traffic problem areas prior to site selection. The traffic evaluation shall consider limiting non-disposal facility or waste by rail facility operations to either commercial or private (general public) haulers, as well as co-locating of disposal and non-disposal facilities and waste by rail facilities to reduce haul trips.

D. Countywide Traffic Mitigation fees shall be paid for new facilities implemented in accordance with the CoIWMP to help mitigate off-site cumulative traffic impacts.

E. Construction Traffic Management Plans shall be prepared for each of the new and expanded non-disposal facilities and new waste by rail facilities. These plans shall include, but not be limited to, a discussion of work hours, haul routes, work area delineation, and traffic control and flagging procedures, if required.

(b) Facts in Support of Findings

New Household Hazardous Waste Facilities

The proposed revisions to the HHWE would allow the SCWMA the flexibility to create additional permanent household hazardous waste collection facilities in the County at locations other than the Central Disposal Site. It should be noted that household hazardous waste collection facilities are included in the group of facilities referred to as non-disposal facilities. Construction of new facilities would require vehicle trips that could result in short-term traffic congestion. Operations of the new facilities would be anticipated to result in relatively light vehicle traffic to and from the household hazardous waste facilities.

Currently, there are no proposed sites selected for additional household hazardous waste collection facilities; therefore, traffic congestion impacts cannot be determined until a site-specific project is proposed.

New Waste by Rail Facilities

The medium-term (years 2010 through 2030) disposal strategy identified in the proposed revisions to the Siting Element includes an out-of-County disposal with waste transport by rail (WBR) option. Construction of new waste by rail facilities would require vehicle trips that could result in short-term traffic congestion. Operations of a new facility, such as a local rail yard, would be anticipated to result in moderate vehicle traffic to and from the facility. The daily truck trip amounts estimated to be required to deliver intermodal containers or gondola cars to the local rail yard that are identified in Table 8-2 of the EIR are based on the County of Sonoma's 2007 trip and annual increases in waste generation of one percent. In addition to the

trips identified in the table, it is anticipated that several daily automobile trips associated with commuting workers would be required. Currently, there are no proposals for any waste by rail facilities; therefore, traffic congestion impacts cannot be determined because a site specific project has not been proposed.

Implementation of the above identified mitigation measures would reduce traffic congestion impacts related to new household hazardous waste collection facilities and waste by rail facilities. The above mitigation measures may not reduce the impact to a level that is less than significant; therefore, program level congestion impacts associated with new household hazardous waste collection facilities and waste by rail facilities are considered to be significant and unavoidable.

VII. Project Alternatives.

The SCWMA considered a range of reasonable alternatives for the proposed Project including, the No Project Alternative, the Zero Waste Alternative, and the Comprehensive Materials Recovery Facility with Conversion Technology Alternative.

Under the No Project Alternative, the 2003 Countywide Integrated Waste Management Plan would not be updated. Under the Zero Waste Alternative, policies would be put into place to accelerate the County's goal of 70 percent waste diversion by 2015. Finally, the CMRF Alternative would create a centralized facility-based method of reducing wastes that need to be disposed of in landfills.

Two alternatives (i.e., the Close Landfills Alternative and the New Landfill Alternative) were considered, but were rejected as infeasible. The Close Landfills Alternative would require the waste system operator (County of Sonoma) to select the closest out-of-County landfills to dispose of solid waste generated in Sonoma County. This alternative was rejected as infeasible because it would lack the flexibility needed for the waste system operator to secure favorable waste disposal contracts. The New Landfill Alternative would consist of development of a new solid waste disposal facility either within Sonoma County or within a neighboring county. This alternative was determined to be infeasible because the SCWMA has no authority outside of Sonoma County. In addition, the existing 2003 CoIWMP already allows for new landfill development within Sonoma County.

The alternatives analyzed in this SPEIR (other than the required No Project Alternative) were selected to help reduce the significant impacts of the project. The alternatives would be drivers to reduce wastes requiring landfill disposal; thus reducing potential impacts associated with the proposed project. The proposed project includes revisions to the CoIWMP that identify more options for the SCWMA's consideration related to landfill disposal (including the options of out-of-County haul by truck or rail and divestiture of the Central Disposal Site).

A. NO PROJECT ALTERNATIVE

1. Summary of Alternative

This alternative would retain the Household Hazardous Waste Element and the Siting Element as adopted in the 2003 CoIWMP. Under this alternative, the adopted 2003 CoIWMP would remain the planning document for the management of solid waste in Sonoma County. Projects consistent with the 2003 CoIWMP would continue to be implemented where permissible, but none of the new amendments proposed in the 2009 CoIWMP would be implemented. The following components of the No Project Alternative would be either excluded from or different than the proposed project.

Household Hazardous Waste Element:

The Household Hazardous Waste Element would not be revised to allow for the potential for additional new permanent household hazardous waste collection facilities to be established in the County. Only one SCWMA-sponsored household hazardous waste collection facility would be permissible.

Siting Element:

The Siting Element would not be revised to reflect that all landfilling of solid waste at the Central Disposal Site has been suspended and that no waste is currently disposed of within Sonoma County. The Siting Element would not be revised to include the potential for Waste By Rail (WBR). In addition, the Siting Element would not be revised to include the potential divestiture of the Central Disposal Site to a private owner who may resume operation of the Central Disposal Site and possibly pursue expansion. Under the No Project Alternative, the out-of-County truck hauling of refuse would continue to be inconsistent with the Siting Element of the 2003 CoIWMP, which describes a system in which refuse is disposed at County-owned facilities within Sonoma County.

2. Reasons for Rejecting Alternative: Infeasibility

Under the No Project Alternative, it is assumed that waste would continue to be shipped out-of-County by truck from the Sonoma County transfer stations, which would be out of compliance with the 2003 CoIWMP. Being out of compliance, the California Integrated Waste Management Board (CIWMB) would require the SCWMA to create a plan for providing at least 15 years of disposal capacity pursuant to Integrated Waste Management Act of 1989 (also known as Assembly Bill (AB) 939). In addition, there would be no potential for the establishment of new household hazardous waste collection facilities within the County, and there would be no waste by rail or divestiture options. Therefore, impacts associated with the construction and operation of waste by rail or divestiture would not occur. However, the No Project Alternative falls short of achieving each of the primary objectives of the proposed project.

The SCWMA hereby finds that each of the reasons set forth above would be an independent ground for rejecting the No Project Alternative as infeasible, and by itself, independent of any other reason, would justify rejection of the No Project Alternative as infeasible.

B. ZERO WASTE ALTERNATIVE

1. Summary of Alternative

The 2003 CoIWMP identifies policies and programs to reach 70 percent waste diversion by 2015. The County has achieved 64 percent diversion in the past (i.e., 2006 CIWMB Annual Report). As an alternative or complement to facility development and exporting of solid waste generated in the County, the County and the cities could accelerate and enhance their source reduction and recycling plans to maximize diversion. The County could also establish specific zero waste policies and programs to reduce the generation of materials that need to be recycled or disposed. Implementation of this alternative may require the establishment of a resource conservation park where the materials can be sorted for further diversion from landfills. The Zero Waste Alternative was recently analyzed for Sonoma County by Brown, Vence, and Associates. The analysis includes several short-term policies and programs that would need to be implemented for this alternative as more fully detailed in the EIR.

2. Reasons for Rejecting Alternative: Infeasibility

The Zero Waste Alternative would be consistent with AB 939, which mandates waste disposal reductions, in that it would reduce disposal of Sonoma County refuse. However, even with a diversion rate of 70 percent, refuse disposal would still be needed and this alternative would not address the immediate need to modify the Siting Element to be consistent with existing out-of-County waste disposal practices in Sonoma County.

Implementation of the Zero Waste Alternative could result in new impacts affecting a variety of environmental topic areas. Some of the impacts of the Zero Waste Alternative development would be potentially significant depending on the types of services that would be offered and the specific details of the Zero Waste Alternative. For example, a bulky item collection program and a resource conservation park would result in new air quality and traffic impacts associated with vehicle trips. In addition, construction of new facilities, such as a resource conservation park, could result in short-term construction impacts to water quality, air quality, transportation systems, and sensitive receptors, etc. Development of a Zero Waste Alternative could have a variety of impacts related to various environmental topics.

Additionally, the Zero Waste Alternative by itself would not advance any of the objectives of the proposed project. However, the Zero Waste Alternative would reduce the amount of residual waste in the County that would require disposal at a landfill.

The SCWMA hereby finds that each of the reasons set forth above would be an independent ground for rejecting the Zero Waste Alternative as infeasible, and by itself, independent of any other reason, would justify rejection of the Zero Waste Alternative as infeasible.

C. CMRF ALTERNATIVE

1. Summary of Alternative

The CMRF Alternative provides a means of reducing the wastestream through the aggressive removal of recyclable materials, followed by a conversion technology, thereby minimizing the residual materials that require transport and disposal. The conceptual design would be as follows. Source-separated materials, mixed solid wastes, and construction and demolition (C&D) wastes would all be handled at the facility. Source separated materials could go directly to sorting lines or other processes as required. Yard waste and woody debris would be separated and brought directly to a composting/wood processing facility. Mixed solid waste from residential and commercial collection vehicles would be tipped on a floor. The material would be sorted on the floor to remove larger items that might clog or interrupt the sorting lines. Loaders or grapples would then load remaining materials onto a conveyor or surge hopper. Materials would be processed through dual stage screens to separate fiber (cardboard, newsprint, and mixed paper), containers, and small contaminants. Fiber would be hand sorted off elevated conveyor platforms into commodities and dropped into bunkers below. Containers would be processed through ferrous magnets, eddycurrent magnets, and hand sorting. The small contaminant stream (e.g., dirt, rocks, broken glass, ceramics, and bottle caps) could be further processed to achieve market potentials. Sorted material would be moved from bunkers and baled (fiber, plastic, and metal) or loaded directly into roll-off trucks (glass). Typically C&D processing would generate gypsum, clean wood, ferrous metal, aluminum, inert material (including engineered fill) and alternative daily cover. Some residue from these processes would be sent to landfill for disposal. Other residues from these processes would then undergo further reduction through a conversion technology. Potential conversion technologies could include waste to energy, or Alternative Thermal Technologies (i.e., pyrolysis or gasification) or Alternative Biological Technologies (i.e., anaerobic digestion). Any of the conversion technologies would provide further volume reduction and conversion of the materials. The residue from these processes would be sent to an out-of-County landfill for disposal or in some cases be available for other uses.

2. Reasons for Rejecting Alternative; Infeasibility

The CMRF Alternative would be consistent with AB 939, which mandates waste disposal reductions, in that it would reduce disposal of Sonoma County refuse. However, even with dramatic waste diversion reductions, refuse disposal would still be needed and this alternative would not address the immediate need to modify the Siting Element to be consistent with existing out-of-County waste disposal practices in Sonoma County.

Development of a CMRF Alternative would have construction and operations impacts affecting a variety of environmental topic areas, including aesthetics, air quality, traffic, noise, etc. Some of the impacts of CMRF Alternative development would be potentially significant depending on the location selected, roadway access, sensitive receptors, and specific details of the CMRF Alternative, as more fully discussed in the SPEIR.

The CMRF Alternative by itself would not advance any of the objectives of the proposed project. However, the CMRF Alternative would reduce the amount of residual waste in the County that would require disposal at a landfill.

The SCWMA hereby finds that each of the reasons set forth above would be an independent ground for rejecting the CMRF Alternative as infeasible by itself, and independent of any other reason would justify rejection of the CMRF Alternative as infeasible.

D. ENVIRONMENTALLY SUPERIOR ALTERNATIVE

An EIR must also identify an “environmentally superior” alternative among those examined, and where the No Project Alternative is identified as environmentally superior, the EIR must identify an environmentally superior alternative from among the other alternatives. The environmental impacts of each alternative are compared to the proposed project and evaluated as to whether their impacts would be similar to the proposed project, greater, or less than the proposed project. With respect to the proposed Project, only project impacts involving aesthetics, air quality, noise and traffic have been found to be significant and unavoidable, as noted previously.

Both the Zero Waste Alternative and the CMRF Alternative would reduce many of the significant impacts of the project by reducing overall residuals that would need to be disposed at landfills. In that regard, the Zero Waste Alternative and the CMRF Alternative are similar. However, the Zero Waste Alternative is selected as the environmentally superior alternative because it would appear to have less potential impacts of its own compared to the CMRF Alternative. Development of the CMRF Alternative would require careful siting to avoid potential impacts in many environmental topic areas (e.g., air quality, noise, traffic, water quality, etc.).

E. THE PROJECT AS PROPOSED

1. Summary of Project

The Project is described in detail in the SPEIR.

2. Reasons for Selecting Project as Proposed

The SCWMA has carefully reviewed the attributes and environmental impacts of all the alternatives analyzed in the SPEIR and has compared them with those of the proposed Project. The SCWMA finds that each of the alternatives is infeasible for various environmental, economic, technical, social, or other reasons set forth above. The SCWMA further finds, for various environmental, economic, technical, social, or other reasons set forth in Exhibit B, that the Project as proposed in the Final SPEIR that addresses the immediate need to modify the Siting Element to be consistent with existing out-of-County waste disposal, and addresses the refuse disposal that would still be needed regardless of the alternatives discussed in the EIR, is the best combination of features to serve the public and handle solid wastes in Sonoma County.

EXHIBIT B

Statement of Overriding Considerations

Pursuant to California Public Resource Code § 21080, subdivision (b); and § 15093, et seq. of Title 14, Chapter 3, of the California Code of Regulations (State CEQA Guidelines, as amended October 21, 2008), the SCWMA issues the following Statement of Overriding Considerations:

The adopted 2003 CoIWMP has been updated with the proposed Amendment to the CoIWMP in accordance with the California Integrated Waste Management Act of 1989 (AB 939). A Final Supplemental Program Environmental Impact Report (SPEIR) was prepared on the proposed Amendment to the CoIWMP in accordance with CEQA Guidelines. The Amendment to the CoIWMP will have certain potentially significant adverse impacts that are identified in the proposed project's Final SPEIR. These significant impacts will not be reduced to insignificant levels with the implementation of the mitigation measures proposed in the Final SPEIR; namely in the areas of aesthetics, air quality, noise and traffic and transportation. Therefore, the SCWMA must adopt a Statement of Overriding Considerations.

The SCWMA has carefully considered the Amendment to the CoIWMP and the unavoidable significant adverse environmental impacts associated with it, and hereby determines that specific overriding environmental, economic, legal, social, technological, or other benefits of the proposed Amendment to the CoIWMP outweigh the significant effects on the environment because:

1. The SCWMA finds that the revisions to the Household Hazardous Waste Element (HHWE) will allow the SCWMA the flexibility to create additional collection facilities that could improve the efficiency of collecting household hazardous wastes. The revisions will eliminate the restriction in the current HHWE, which identifies only one permanent Household Hazardous Waste collection facility in the County.
2. The SCWMA believes that the revisions to the Siting Element will allow for alternative strategies for disposal of solid waste that are not currently contained in the 2003 CoIWMP. The revisions to the Siting Element will allow the out-of-County hauling of waste and private sector ownership of landfills to be consistent with the CoIWMP.
3. The SCWMA finds that the revisions to the Siting Element will allow for the signing of out-of-County disposal agreements to meet the California Code of Regulations Title 14 Section 18756.5 required minimum of 15 years of combined permitted disposal capacity.
4. While significant unavoidable impacts may result from the revisions in the CoIWMP, these revisions are necessary to manage solid wastes and address the immediate need to revise the Siting Element to account for the current out-of-County hauling of waste. Additionally, the various revisions to the Siting Element would allow

additional options instead of the current out-of-County hauling of waste that is inherently energy inefficient and has the potential to cause various air quality impacts as further detailed in the EIR.

5. Impacts associated with the project will be reduced to the extent practicable by the mitigation measures identified in the Final SPEIR and by existing State and Federal laws that regulate solid waste facilities.

6. Implementation of the Amendment to the 2003 CoIWMP will ensure that the solid waste infrastructure is in place to accommodate projected new development within the County, thereby avoiding the numerous and significant negative social, economic, health and environmental impacts which would result from inadequate waste management capacity.

SCWMA has weighed the above benefits of the proposed Amendment to the CoIWMP against its unavoidable environmental risks and adverse environmental effects identified in the 2009 Final SPEIR. SCWMA hereby finds that the unavoidable impacts have been reduced to the extent practicable by the inclusions of the mitigation measures set forth in Exhibit A, and determines that the benefits described above outweigh the risks and adverse effects and, therefore, determines that these risks and adverse environmental effects are acceptable.

EXHIBIT C-1

Mitigation Monitoring and Reporting Program

Introduction

The Sonoma County Waste Management Agency (SCWMA) is the lead agency for the 2009 Supplemental Program Environmental Impact Report (SPEIR) for the Amendment to the Sonoma Countywide Integrated Waste Management Plan (CoIWMP). As lead agency, it is responsible for ensuring that the mitigation measures included in the certified Final SPEIR are adequate, feasible and implemented pursuant to CEQA. The purpose of the Mitigation Monitoring Program is to identify how the SCWMA will comply with these requirements.

SCWMA is a composite of the County of Sonoma and different incorporated jurisdictions located within Sonoma County. Specific projects that will implement the CoIWMP may be carried out or permitted by the County of Sonoma, one of the incorporated cities, or the SCWMA. The mitigation measures identified in the SPEIR will be the responsibility of the entity proposing to carry out the project. It is anticipated that these entities will function as Lead Agencies in accordance with CEQA.

Section 21081.6 of the Public Resources Code requires that, when making findings required by subdivision (a) of Section 21081, a lead agency shall adopt a reporting or monitoring program for “changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during implementation.”

The Mitigation Monitoring Program for the Amendment to the CoIWMP is organized in outline form and keyed to each 2009 SPEIR mitigation measure. For each measure, the following information is provided:

1. A statement of the mitigation measure;
2. The timing for verification of implementation of the mitigation measures.
3. Specification of the party/parties responsible for implementation of the measure;
4. The assignment of mitigation monitoring responsibility; and
5. For most Mitigation Measures, the verification timing and agencies responsible for implementation and monitoring are indicated and are self-explanatory.

In cases where the timing for verification of the mitigation is indicated as “ongoing,” the agency responsible for monitoring compliance with the mitigation already had jurisdiction over the activity along with inspection obligations required by law.

In general, this monitoring plan ensures that each mitigation measures will be implemented because the designated monitoring agency will make sure that the party responsible for implementing the measure has actually carried out the measure (or otherwise appropriately guaranteed that it will be complied with through contractual or other agreements) before the particular project is allowed to go any further in the construction or operations process.

Any new or expanded solid waste facilities that result from implementation of the Amendment to the ColWMP are expected to be located on land within the jurisdiction of the County. Therefore, the monitoring agency for each mitigation measure designed to address disposal facilities is generally a County agency. The Amendment to the ColWMP contemplates, however, that new or expanded solid waste non-disposal facilities may be located either in a city within the County or on land under County jurisdiction.

It should be noted with the exception of the mitigation measures that have been modified in the 2009 SPEIR, the mitigation measures identified in the 2003 Final Mitigation Monitoring Program are also applicable to the proposed project (see Draft SPEIR Appendix E.2).

Aesthetics

Mitigation Measure 5-1 [Recommended Revisions to 2003 SPEIR Mitigation Measure 14-2]

A litter abatement program shall be developed and implemented by each non-disposal facility operator demonstrating how inadvertent litter that may be generated on- and off-site will be adequately controlled. Each facility's litter abatement program shall be submitted to, and approved by, the LEA prior to operations under the project.

Each non-disposal facility shall assign a litter coordinator who shall be responsible for implementing the litter abatement program and responding to any potential litter complaints by the public. The litter coordinator will determine the cause of the complaint and will ensure that reasonable measures are implemented to correct the problem. A contact telephone number for the litter coordinator shall be posted conspicuously at entrances to the non-disposal facilities.

On-site Mitigation - Measures to be included and implemented within each non-disposal facility to control litter shall include, but not limited to, the following, as applicable:

- ~~A. Litter shall be controlled by a litter abatement program~~
- A. Litter fences shall be established around new or expanded non-disposal facilities, as necessary to prevent litter blowing onto off-site areas.
- B. Litter along on-site roads shall be collected and removed routinely.

Off-site Mitigation - Measures to be included and implemented to control off-site litter shall include, but not limited to, the following, as applicable:

- ~~C. Litter shall be controlled on nearby roads providing access to new or expanded non-disposal facilities with a litter abatement program. Prior to project operations, and routinely during project operations, the litter coordinator shall inspect public roads immediately adjacent to the non-disposal sites to document litter presence. If during operations, it is determined by the litter coordinator that an increase in off-site litter associated with the non-disposal facility is occurring compared to pre-project conditions, the non-disposal facility operator shall routinely conduct litter removal (or increase its existing off-site litter removal effort) on these roadways.~~
- D. Open cargo areas of vehicles (e.g., pick-ups, trucks, trailers, etc.) hauling waste shall be covered. This requirement will be enforced with financial penalties levied at the time of delivery to County Non-Disposal Sites and by the California Highway Patrol (CHP) in the areas near disposal sites.

- E. ~~A litter abatement program shall be implemented~~ To reduce litter accumulation resulting from the activities of commercial haulers, the litter abatement program could include, but not be limited to: 1) education of commercial haulers; and 2) requirements for thorough cleaning of debris boxes, covering emptied containers, or other similar measures, to reduce litter created upon exiting non-disposal facilities.
- F. The litter abatement program shall consider limiting non-disposal facility operations to commercial or private (general public) haulers, including the co-location of disposal and non-disposal facilities to reduce roadside litter.

Addition to Mitigation Measure 5-1

- G. The litter abatement program shall require all commercial contractors to enclose, cover and /or seal all transfer vehicles to contain all solid waste and prevent spilling or scattering of solid waste during transportation thereof. If any material is spilled, whether on private or public property, the contractor shall clean it up within twenty-four hours after the earlier of receipt of notice from County or contractor's first having actual knowledge of the spill. If contractor does not clean it up within the required time, the County may clean it up, and the County shall be made whole for any costs incurred for the cleanup by the contractor.
- Timing of implementation – Ongoing.
 - Implementation – Non-disposal facility operators.
 - Monitoring – Lead Agency, Local Enforcement Agency.

Mitigation Measure 5-2

A litter abatement program shall be developed and implemented by each waste by rail facility operator demonstrating how inadvertent litter that may be generated on- and off-site will be adequately controlled. Each facility's litter abatement program shall be submitted to, and approved by, the LEA prior to operations under the project.

Each waste by rail facility shall assign a litter coordinator who shall be responsible for implementing the litter abatement program and responding to any potential litter complaints by the public. The litter coordinator will determine the cause of the complaint and will ensure that reasonable measures are implemented to correct the problem. A contact telephone number for the litter coordinator shall be posted conspicuously at entrances to the waste by rail facilities.

On-site Mitigation - Measures to be included and implemented within each waste by rail facility to control litter shall include, but not limited to, the following, as applicable:

- A. Litter fences shall be established around new waste by rail facilities, as necessary to prevent litter blowing onto off-site areas.
- B. Litter along on-site roads shall be collected and removed routinely.

Off-site Mitigation - Measures to be included and implemented to control off-site litter shall include, but not limited to, the following, as applicable:

- C. Open cargo areas of intermodal containers or gondola cars hauling waste shall be covered.
- D. A litter abatement program shall be implemented to reduce litter accumulation resulting from the activities of commercial rail haulers. The program could include but not be limited to: 1) education of commercial haulers; and 2) requirements for thorough

cleaning and emptying of intermodal containers or gondola cars, or other similar measures, to reduce litter created through waste by rail transport.

- E. The litter abatement program shall consider limiting non-disposal facility operations to commercial or private (general public) haulers, including the co-location of disposal and non-disposal facilities to reduce litter along the railroad and roadside.
 - F. The litter abatement program shall require all commercial contractors to enclose, cover and /or seal all intermodal containers or gondola cars to contain all solid waste and prevent spilling or scattering of solid waste during transportation thereof. If any material is spilled, whether on private or public property, the contractor shall clean it up within twenty-four hours after the earlier of receipt of notice from County or contractor's first having actual knowledge of the spill. If contractor does not clean it up within the required time, the County may clean it up, and the County shall be made whole for any costs incurred for the cleanup by the contractor.
- Timing of implementation – Ongoing.
 - Implementation – Waste by rail facility operators.
 - Monitoring – Lead Agency, Local Enforcement Agency.

Air Quality

Mitigation Measure 6-2a [2003 SPEIR Mitigation Measure 10-1(a)]

The County and cities shall consider air emissions when purchasing new equipment and when entering into agreements with solid waste operators. Cleaner vehicles shall be weighted more favorably than less clean vehicles.

- Timing of implementation – Prior to construction and ongoing.
- Implementation – County of Sonoma and/or cities in Sonoma County.
- Monitoring – Lead Agency.

Mitigation Measure 6-2b [Recommended Revisions to 2003 SPEIR Mitigation Measure 10-1(b)]

1. New facilities shall be sited to maximize separation between haul routes/facilities and sensitive receptors to the extent practical.
2. New facilities shall encourage the use of low emissions vehicles that control diesel particulates with engine filters or by using low emissions fuels such as compressed natural gas.

3. The contractor shall reduce NO_x, ROG, and CO emissions by complying with the construction vehicle air pollutant control strategies developed by the BAAQMD and the NSCAPCD. The project sponsor shall include in construction contracts the following requirements:
 - a. Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. As a general rule, vehicle idling should be kept below ~~10~~ five minutes.
 - b. The contractor's construction equipment shall be properly maintained and in good operating condition.
 - c. The contractor shall utilize new technologies to control ozone precursor emissions as they become available and feasible.
 - d. The contractor shall substitute gasoline-powered for diesel-powered equipment where feasible.
4. Asphalt paving materials shall conform to the most recent guidelines by the air district having jurisdiction.
- Timing of implementation – (1) Prior to project approval; (2) Ongoing; (3) and (4) Prior to project construction, during project construction.
- Implementation – New facility project sponsors and contractors.
- Monitoring – Lead Agency.

Mitigation Measure 6-2(c) [Recommended Revisions to 2003 SPEIR Mitigation Measure 10-1(c)]

1. Contracts for operation of proposed facilities described in the 2003 CoIWMP shall require contractors to limit idling time of diesel equipment to ~~10~~ five minutes when practical. Contracts shall also require that equipment be serviced at regular intervals to keep engines operating with parameters that will prevent excessive emissions.
2. Contracts for operation of proposed facilities described in the 2003 CoIWMP shall include incentives for using electric motors instead of internal combustion engines in stationary equipment.
- Timing of implementation – Ongoing.
- Implementation – New facility project sponsors and contractors.
- Monitoring – Lead Agency.

Mitigation Measure 6-3 [2003 SPEIR Mitigation Measure 10-2]

The contractor shall reduce particulate emissions by complying with the dust control strategies developed by the NSCAPCD and the BAAQMD. The project sponsor shall include in construction contracts the following requirements:

1. The contractor shall water in late morning and at the end of the day all earth surfaces during clearing, grading, earthmoving, and other site preparation activities.
2. The contractor shall use tarpaulins or other effective covers for haul trucks that travel on public streets and roads.
3. The contractor shall increase the watering frequency for exposed and erodible soil surfaces whenever winds exceed 15 mph.
4. The contractor shall water exposed soil surfaces, including cover stockpiles, roadways, and parking and staging areas, to minimize dust and soil erosion.

5. The contractor shall sweep streets adjacent to the new and expanded non-disposal facilities at the end of each day.
 6. The contractor shall control construction, operation, and site maintenance vehicle speed to 15 mph on unpaved roads.
- Timing of implementation – Ongoing.
 - Implementation – New facility project sponsors and contractors.
 - Monitoring – Lead Agency, Local Enforcement Agency.

Mitigation Measure 6-4 [2003 SPEIR Mitigation Measure 10-3]

- A. Control of odors shall be implemented through the use of Best Management Practices utilized with Sonoma County such as the avoidance of compost disturbance in afternoon hours, regulating moisture content, and turning compost windrows.
 - B. If odor persists as a problem, compost piles or windrows shall be covered with soil or finished compost to reduce emissions of odors.
 - C. The landfill will be covered at the end of every day with plastic, soil or other appropriate material.
 - D. Any cracks in the landfill surface will be repaired as soon as practical.
 - E. Acidity levels in leachate ponds will be monitored and pH adjusted as necessary to reduce odor problems.
 - F. When new compost facilities are proposed, consideration will be given to operations that are conducted inside buildings using air filtration systems to prevent release of odors.
- Timing of implementation – Ongoing.
 - Implementation – Landfill and compost operators.
 - Monitoring – (A) and (B) Lead Agency, Local Enforcement Agency; (C) through (F) Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board

Mitigation Measure 6-5: [2003 SPEIR Mitigation Measure 10-4(b)]

Same as Mitigation Measures 6-2(a), (b), and (c).

Mitigation Measure 6-6: [2003 SPEIR Mitigation Measure 10-4(b)]

Same as Mitigation Measures 6-2(a), (b), and (c).

Noise

Mitigation Measure 7-1 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-1]

1. Construction activities shall be limited to the hours between 7AM to 7PM to the extent practical.
2. Construction equipment shall be properly outfitted and maintained with noise reduction devices to minimize construction-generated noise. Wherever possible, noise-generated construction equipment shall be shielded from nearby residences by noise-attenuating walls, berms, or enclosures.
3. The contractor shall attempt to locate stationary noise sources as far away as possible from noise-sensitive land uses.

4. Idling of construction equipment engines shall be minimized; engines shall be shut off when not in use, where applicable.
- Timing of implementation – (a) Prior to project construction; (b) through (d) During project construction.
 - Implementation – New facility project sponsors and contractors.
 - Monitoring – Lead Agency.

Mitigation Measure 7-3 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-2]

- A. Where feasible, collection activities associated with these facilities shall be conducted during hours of the day which are not noise sensitive for nearby residents and other adjacent land uses. The activities shall be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods.
 - B. The County and cities shall include noise as an evaluation criterion when purchasing new waste/recyclables transportation vehicles (including locomotive engines if waste transport by rail is implemented), and will purchase the quietest vehicles available when reasonably possible. If the County does not make direct purchases of such vehicles, they will require their licensed/franchised haulers, via their licensed/franchised agreement, to include noise as an evaluation criterion in their purchase of vehicles.
 - C. A site-specific noise evaluation shall be conducted as part of the siting study for new and expanded non-disposal facilities including any new household hazardous waste facilities and/or local rail yards to identify potential noise problem areas prior to site selection. The noise evaluation shall consider the location of sensitive receptors and evaluate sound barriers or other means to reduce noise exposure. The evaluation shall also consider operational changes such as restricting hours of operation.
- Timing of implementation – (a), (b) Ongoing; (c) Prior to project approval.
 - Implementation – New non-disposal facility operators, new waste by rail facility operators, and new household hazardous waste collection facility operators.
 - Monitoring – Lead Agency.

Mitigation Measure 7-6 [Recommended Revisions to 2003 SPEIR Mitigation Measure 11-3]

- A. Same as Mitigation Measure ~~11-2~~ 7-3 (B) and (C).
 - B. The noise evaluation described in Mitigation Measure ~~11-2~~ 7-3 (C) shall consider the location of sensitive receptors and locate equipment and operations to minimize the noise exposure to the extent practical. The evaluation should consider enclosures for noise equipment or sound barriers to shield off-site receptors from noise. Additionally, if WBR is pursued, the noise evaluation must consider location of sensitive receptors when determining where to place the local rail yard.
- Timing of implementation – (a) Prior to project approval, ongoing; (b) Prior to project approval.
 - Implementation – New non-disposal facility operators, new waste by rail facility operators, and new household hazardous waste collection facility operators.
 - Monitoring – Lead Agency.

Transportation and Traffic

Mitigation Measure 8-2 [Recommended Revisions to 2003 SPEIR Mitigation Measure 9-1]

- A. To the extent feasible, new non-disposal facilities and new waste by rail facilities shall not be located in areas with significant road congestion, as designed in the cities' and County General Plan.
- B. To the extent feasible, new non-disposal facilities and new waste by rail facilities shall be located near other commercial or industrial facilities to allow for the combination of activities in one trip and reduce overall trip generation.
- C. Traffic Management Plans (TMP) shall be developed for each of the new and expanded non-disposal facilities and new waste by rail facilities, as required. These plans shall schedule truck trips so that roadway segments with the potential to be significantly impacted are avoided during peak hours. In addition, these plans shall detail the hours of operation and other restrictions on truck trips for each of the facilities and shall include plans for employee car pooling and bus transportation, where appropriate and feasible. The plans shall be updated periodically in response to changing traffic conditions and improvements to the highway system. The TMP shall include a site-specific traffic evaluation conducted as part of the siting study for a new non-disposal facility or a new waste by rail facility to identify potential traffic problem areas prior to site selection. The traffic evaluation shall consider limiting non-disposal facility or waste by rail facility operations to either commercial or private (general public) haulers, as well as co-locating of disposal and non-disposal facilities and waste by rail facilities to reduce haul trips.
- D. Countywide Traffic Mitigation fees shall be paid for new facilities implemented in accordance with the ~~2003~~ CoIWMP to help mitigate off-site cumulative traffic impacts.
 - Timing of implementation – (a) through (c) Prior to project approval; (d) Prior to project construction.
 - Implementation – New non-disposal facility operators and new waste by rail facility operators.
 - Monitoring – Lead Agency.

Addition to Mitigation Measure 8-2

- E. Construction Traffic Management Plans shall be prepared for each of the new and expanded non-disposal facilities and new waste by rail facilities. These plans shall include, but not be limited to, a discussion of work hours, haul routes, work area delineation, and traffic control and flagging procedures, if required.
- Timing of implementation – Prior to project approval.
- Implementation – New and expanded non-disposal facility operators and new waste by rail facility operators
- Monitoring – Lead Agency.

Mitigation Measure 8-3 [Recommended Revisions to 2003 SPEIR Mitigation Measure 9-4]

If significant traffic impacts to the Stony Point Road/Roblar Road and Stony Point Road/West Railroad Avenue intersections continue beyond 2015, mitigation measures such as the following shall be implemented:

- A. The Integrated Waste Division or the current Central Disposal Site operator will consider restricting truck traffic that is subject to County or current operator control so that trucks do not travel through the Stony Point Road/Roblar Road and/or the Stony Point Road/West Railroad Avenue intersections during peak traffic hours. This shall apply only to new truck trips associated with projects pursuant to the ~~2003~~ CoIWMP and revisions to the

CoIWMP (including Divestiture), and not existing traffic using the Central Disposal Site. The restriction shall apply to trucks subject to County or current operator control, such as those making deliveries for cover soil and liner materials, and trucks associated with construction at the site. This measure shall remain in effect until a traffic signal has been installed at these intersections.

- B. Prior to construction of projects at the Central Disposal Site pursuant to the ~~2003~~ CoIWMP, the Integrated Waste Division or the current Central Disposal Site operator shall pay a traffic mitigation fee that includes a fair share contribution toward the installation of signals at the Stony Point Road/Roblar Road and Stony Point Road / West Railroad Avenue intersections.
 - C. Consider restricting hours of operation so that traffic is not added to the congested intersections during peak traffic hours. This restriction would remain in effect until these intersections are signalized.
 - D. Consider restricting the use of the site to commercial operators only, thereby reducing the number of vehicles using the Stony Point Road /Roblar Road and Stony Point Road /West Railroad Avenue intersection.
- Timing of implementation – (A), (C), (D) Prior to project approval; (B) Prior to project construction.
 - Implementation – Integrated Waste Division of the Sonoma County Transportation & Public Works Department or the current Central Disposal Site operator.
 - Monitoring – Lead Agency.

EXHIBIT C-2

Mitigation Monitoring and Reporting Program from 2003 CoIWMP

MITIGATION MONITORING PROGRAM
FOR THE
FINAL SUPPLEMENTAL PROGRAM ENVIRONMENTAL IMPACT REPORT
2003 SONOMA COUNTY INTEGRATED WASTE MANAGEMENT PLAN
(2003 CoIWMP)

Introduction

The SCWMA is the lead agency for the 2003 CoIWMP Final SPEIR (FSPEIR). As lead agency, it is responsible for ensuring that the mitigation measures included in the certified FSPEIR are adequate, feasible, and implemented pursuant to CEQA. The purpose of this Mitigation Monitoring Program is to identify how the SCWMA will comply with these requirements.

As identified in the 2003 CoIWMP, the SCWMA is a composite of the County of Sonoma and different incorporated jurisdictions located within Sonoma County. Specific projects that will implement the 2003 CoIWMP may be carried out or permitted by the County of Sonoma, one of the incorporated cities, or the SCWMA. The mitigation measures identified in the 2003 CoIWMP FSPEIR will be the responsibility of the entity proposing to carry out the project. It is anticipated that these entities will function as Lead Agencies in accordance with CEQA.

Section 21081.6 of the Public Resources Code requires that, when making findings required by subdivision (a) of Section 21081, a lead agency shall adopt a reporting or monitoring program for "changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation."

The Mitigation Monitoring Program for the 2003 CoIWMP is organized in outline form and keyed to each adopted FSPEIR mitigation measure. For each measure, the following information is provided:

1. A statement of the mitigation measure;
2. The timing for verification of implementation of the mitigation measures.
3. Specification of the party/parties responsible for implementation of the measure;
4. The assignment of mitigation monitoring responsibility; and

For most Mitigation Measures, the verification timing and agencies responsible for implementation and monitoring are indicated and are self-explanatory; however, additional explanation is provided for the following situations.

In cases where the timing for verification of the mitigation is indicated as "ongoing", the agency responsible for monitoring compliance with the mitigation already had jurisdiction over the activity along with inspection obligations required by law. For example, to mitigate impacts to Hydrology and Water Quality (Mitigation Measure 7-6), solid waste disposal facilities are required to cover waste with soil (or other cover material) each day to prevent contact with stormwater. This measure will be monitored on a regular and ongoing basis through required inspections by the Local Enforcement Agency (Sonoma County Public Health Department, Environmental Health Division).

In certain cases, where “implementation” of a plan is a part of the Mitigation Measure, and two agencies are listed as responsible for monitoring, the first agency listed is responsible for ensuring that such a plan is prepared. The second agency listed has jurisdiction under existing law to enforce implementation and compliance with requirements of the plan. For example, to mitigate impacts to Hydrology and Water Quality (Revised Mitigation Measure 7-3), solid waste non-disposal facilities are required to prepare a detailed Erosion and Sedimentation Control Plan. In this case, the Member Jurisdiction as lead agency will ensure that such a plan is prepared followed by the review, approval, and monitoring by the Regional Water Quality Control Board.

In general, this monitoring plan ensures that each mitigation measure will be implemented because the designated monitoring agency will make sure that the party responsible for implementing the measure has actually carried out the measure (or otherwise appropriately guaranteed that it will be complied with through contractual or other agreements) before the particular project is allowed to go any further in the construction or operations process. For instance, if the timing for verification of implementation of a mitigation measure is noted as “prior to issuance of building permits,” then the party responsible for complying with the mitigation measure (usually the project applicant) will have to demonstrate to the monitoring agency that the measure has been implemented before the monitoring agency will issue a building permit.

Any new or expanded solid waste disposal facilities that result from implementation of the 2003 CoIWMP are expected to be located on land within the jurisdiction of the County. Therefore, the monitoring agency for each mitigation measure designed to address disposal facilities is generally a County agency. The 2003 CoIWMP contemplates, however, that new or expanded solid waste non-disposal facilities may be located either in a city within the County or on land under County jurisdiction. Because it is not now known precisely where such facilities will be (and several of the same type of facilities may be located in different cities throughout the County), the monitoring program specifies that the member jurisdiction and a city if the property lies within a city’s boundaries – will monitor compliance with mitigation measures required for that project.

Abbreviations

Abbreviations used in this Mitigation Monitoring Program include the following:

BAAQMD – Bay Area Air Quality Management District
LEA – Local Enforcement Agency (Sonoma County Environmental Health)
NSCAPCD – Northern Sonoma County Air Pollution Control District
RWQCB – Regional Water Quality Control Board
SCWMA – Sonoma County Waste Management Agency

LAND USE***Mitigation Measure 4-1***

In siting new or expanded solid waste non-disposal facilities, examine land uses surrounding potential sites and take possible land use conflicts into account in making siting determinations. In addition, require each new or expanded facility to incorporate design and operational measures to minimize land use conflicts. Examples of such measures include establishing buffer zones, sound-proofing facilities, restricting outdoor activities and limiting hours of operation.

- **Timing of Implementation** - Prior to project approval; Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 4-2

In siting new or expanded solid waste disposal facilities, examine land uses surrounding potential sites and take possible land use conflicts into account in making siting determinations. In addition, require each new facility to incorporate design and operational measures to minimize land use conflicts. Examples of such measures include establishing buffer zones, visual screens using berms and landscaping, and limiting hours of operation.

- **Timing of Implementation** - Prior to project approval; Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 4-3

Although solid waste facilities would be subject to the Exclusionary and Comparative Criteria in the 2003 CoIWMF Siting Element, there are no mitigation measures for the loss of important resource lands or for the change in character of the lands. Therefore, this impact is considered ***significant and unavoidable***.

- **Timing of Implementation** - Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 4-4

Geologic studies of future landfill expansion and new landfill sites will address the possibility that mineral resources could be located under sites of new facilities. To the extent practical, mineral recovery efforts will be incorporated into the construction of the Central Landfill expansion or new landfills.

- **Timing of Implementation** - Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

GEOLOGY AND SEISMICITY***Revised Mitigation Measure 5-1***

- (a) Non-disposal facilities shall be built a sufficient distance from earthquake fault zones as restricted by state and federal regulatory requirements.
- (b) Where proposed development may be exposed to significant risks of damage from geologic hazards, a geologic report (prepared by a California Registered Geologist) shall be prepared which evaluates the hazards and shall identify measures which can be implemented to reduce the risks to acceptable levels. Such measures will be implemented.
- (c) All grading and building construction for new or expanded non-disposal facilities shall conform with geologic and seismic standards contained in the latest edition of the Uniform Building Code (UBC). Prior to construction activities, the applicant shall submit building plans to the local jurisdictions' building department indicating compliance with the UBC.
- (d) All new or expanded disposal facilities shall meet the requirements of the County or Cities' general site design standards. The proposed new non-disposal facilities shall comply with the County or cities' policies and standards pertaining to geologic hazards.

- **Timing of Implementation** - (a), (b) Prior to project approval; (c), (d), Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 5-2

- (a) Same as Mitigation Measures 5-1 (b) and 5-1 (d).
- (b) All new or expanded non-disposal facilities that are susceptible to seismic ground failure (i.e., liquefaction) shall include project designs (e.g., soil densification) for building and road foundations to withstand potential liquefaction impacts.

- **Timing of Implementation** - Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 5-3

- (a) New or expanded disposal facilities shall be built a sufficient distance from earthquake fault zones or as restricted by state and federal regulatory requirements.
- (b) Where proposed development may be exposed to significant risks of damage from geologic hazards, a geologic report (prepared by a California Registered Geologist) shall be prepared which evaluates the hazards and shall identify measures which can be implemented to reduce the risks to acceptable levels. Such measures will be implemented.
- (c) All grading and building construction for new or expanded disposal facilities shall conform with geologic and seismic standards contained in the latest edition of the Uniform Building Code

(UBC). Prior to construction activities, the applicant shall submit building plans to the local jurisdictions' building department indicating compliance with the UBC.

(d) All new or expanded disposal facilities shall meet the requirements of the County or cities' general site design standards. The proposed new and expanded disposal facilities shall comply with the County or cities policies and standards pertaining to geologic hazards.

(e) In accordance with state and federal regulations, restrict the development of landfills in geologically unstable areas.

(f) In accordance with state and federal regulations, restrict the development of landfills in seismic impact zones unless containment structures (leachate collection systems, liners, surface water management systems, etc.) are engineered and constructed to preclude failure during rapid geologic change.

- **Timing of Implementation** - (a), (b), (e), (f) Prior to project approval; approval; (c), (d) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Revised Mitigation Measure 5-4

(a) Same as Mitigation Measures 5-3 (a through f).

(b) All new or expanded disposal facilities that are susceptible to seismic ground failure (i.e., liquefaction) shall include project designs (e.g., soil densification) for building and road foundations to withstand potential liquefaction impacts.

- **Timing of Implementation** - Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Mitigation Measure 5-5

The grading plan for the West Expansion area at the Central Disposal Site and the future landfill will incorporate design features to prevent slope failures. These include maximum fill slopes as determined suitable by a registered engineering geologist. The embankments of new sedimentation basins and landfill slopes will be constructed so that the factor of safety is greater than 1.5.

- **Timing of Implementation** - Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 5-6

Final landfill grades will be constructed in accordance with Section 20650 of Title 27 of the CCR which requires that "Covered surfaces of the disposal area shall be graded to promote lateral runoff of precipitation and to prevent ponding. Grades shall be established of sufficient slopes to account for future settlement of the fill surface." Grades will be of sufficient slopes to allow for

future settlement of the final cover and to avoid ponding and infiltration of stormwater. The landfill gas collection system will use flexible pipe and be designed to accommodate settlement of the refuse.

- **Timing of Implementation** - Prior to project construction; ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board.

SOILS AND AGRICULTURAL RESOURCES

Revised Mitigation Measures 6-1

(a) All new facilities shall be designed and constructed to conform with the site development standards contained in the latest edition of the Uniform Building Code (UBC). Prior to construction activities, the applicant shall submit building plans to the local jurisdiction's building department indicating compliance with the UBC.

(b) All new facilities shall meet the requirements of the County or cities' standards pertaining to site design, grading, and erosion control.

(c) Vegetation on soils exposed during construction shall be reestablished as soon as practical. Mulch or other temporary cover shall be used in the interim where erosion potential exists.

(d) Employ Best Management Practices as required under the NPDES Permit for Construction grading.

(e) To the extent feasible, confine grading, excavation, and other earthwork to the dry seasons. When this is not feasible, erosion and sediment transport control facilities should be in place prior to the onset of the first major winter storms. If wind erosion has the potential to occur during summer months, erosion control methods, such as watering graded areas, shall be implemented.

(f) Prepare and implement detailed erosion and sedimentation control plan(s), which should be submitted for review and approval by the RWQCB. The specific language of such plans varies, but the concepts to be adhered to include the following:

- To avoid discharge to natural waterways, sediment should be trapped before leaving the construction site through the use of rip-rap, hay bales, fencing, or sediment ponds.
 - Areas of surface disturbance should be minimized.
 - Disturbed areas should be stabilized through vegetative or mechanical methods. When construction is complete, all disturbed areas should be regraded and revegetated. Topsoil should be stockpiled and used for the revegetation of disturbed areas.
- **Timing of Implementation** - (a) through (f) Prior to and during project construction.
 - **Implementation** - Lead Agency.
 - **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Mitigation Measures 6-2

To the extent feasible, all new facilities and expansion of existing facilities shall comply with the General Plan objectives and avoid siting on agricultural lands as defined in the General Plan. If a non-disposal facility is sited on agricultural land, this would constitute a **significant and unavoidable** impact.

- **Timing of Implementation** - Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 6-3(a)

Storm Water Pollution Prevention Plans shall be prepared and revised as needed for all facilities at the Central Disposal Site or other new landfills. Plans shall be submitted to the Regional Water Quality Control Board and at a minimum shall include:

(a) A description of the critical features of the erosion control system, including sediment ponds and drainage ways, along with a description and schedule for routine maintenance of these features.

(b) A construction schedule for components of the erosion control system.

- **Timing of Implementation** - (a) Prior to project construction, during project construction, ongoing; (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board

Additions to Mitigation Measure 6-3(a)

(c) A requirement to vegetate side slopes and waste-fill slopes. Temporary and permanent vegetative cover shall be established as soon as possible on side slopes and waste-fill slopes. To protect the slopes prior to vegetation establishment, a mulch, consisting of straw or wood fiber shall be applied at the time of seeding. A tackifier shall be applied with the mulch as needed to prevent loss of the mulch due to wind or water movement. Sample specifications for revegetating disturbed areas shall be included, with a description of the types of areas to be revegetated, the equipment and procedures to be used, and the dates for the seeding. For areas where an erosion potential exists, but it is not practical to establish vegetation, specifications for placing mulch or temporary covers shall be included.

(d) Specifications for construction features to reduce erosion. These shall include benches on slopes to intercept sheet flow and shorten drainage paths, protective linings (e.g., riprap, concrete, grass, erosion control mats) on interim and final drainage ways, and energy dissipators at inlets and outlets of sediment ponds and at outlets of culverts.

(e) Best Management Practices for construction and operation of the landfill and other facilities. This includes miscellaneous grading and removal of cover soil from all facilities.

(f) Specifications for watering roads, borrow areas, and construction areas to control wind erosion.

(g) An inspection and/or maintenance schedule for critical parts of the sediment control system, including sediment ponds and drainage ways.

(h) A schedule for winterizing that will ensure that critical work is done prior to October 15th each year.

- **Timing of Implementation** - (c) Prior to project construction, during project construction, ongoing; (d) Prior to project construction; (e), (f) Prior to project construction, during project construction; (g), (h) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

New Mitigation Measure 6-3(b)

Although solid waste facilities would be subject to the Exclusionary and Comparative Criteria in the 2003 CoIWMP Siting Element, there are no mitigation measures for the loss of important agricultural lands or for the change in character of the lands. Therefore, this impact is considered ***significant and unavoidable***.

- **Timing of Implementation** - Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

HYDROLOGY AND WATER QUALITY

Revised Mitigation Measure 7-1

(a) Stormwater runoff from waste handling areas shall be treated on site or routed to the sanitary sewer for treatment prior to discharge.

(b) To the extent feasible, materials handling and storage areas shall be covered to prevent contact with stormwaters.

(c) All exterior drainage from each site shall be managed in accordance with the requirements of federal NPDES, state, and local regulations.

- **Timing of Implementation** - (a), (b) Prior to project construction, ongoing; (c) Prior to project construction, ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board, Local Enforcement Agency.

Mitigation Measure 7-2

(a) To the extent feasible, new facilities shall be located outside of areas at high risk for flooding (i.e., near rivers, within 100-year floodplains).

(b) The design of new facilities shall, to the extent feasible, minimize the amount of impermeable surface and incorporate methods to lessen surface runoff from the site.

- **Timing of Implementation** - (a) Prior to project approval, prior to project construction; (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Revised Mitigation Measure 7-3

(a) Employ Best Management Practices as required under the NPDES Permit for Construction grading.

(b) To the extent feasible, confine grading, excavation, and other earthwork to the dry seasons. When this is not feasible, erosion and sediment transport control facilities should be in place prior to the onset of the first major winter storms. If wind erosion has the potential to occur during summer months, erosion control methods, such as watering graded areas, shall be implemented.

(c) Prepare and implement detailed erosion and sedimentation control plan(s), which should be submitted for review and approval by the RWQCB. The specific language of such plans varies, but the concepts to be adhered to include the following:

- To avoid discharge to natural waterways, sediment should be trapped before leaving the construction site through the use of rip-rap, hay bales, fencing, or sediment ponds.
- Areas of surface disturbance should be minimized.
- Disturbed areas should be stabilized through vegetative or mechanical methods. When construction is complete, all disturbed areas should be regraded and revegetated. Topsoil should be stockpiled and used for the revegetation of disturbed areas.

(d) All new facilities shall be designed and constructed to conform with the site development standards contained in the latest edition of the Uniform Building Code (UBC). Prior to construction activities, the applicant shall submit building plans to the local jurisdiction's building department indicating compliance with the UBC.

(e) All new facilities shall meet the requirements of the County or cities' standards pertaining to site design, grading, and erosion control.

(f) Vegetation on soils exposed during construction shall be reestablished as soon as practical. Mulch or other temporary cover shall be used in the interim where erosion potential exists.

(g) Treat wastewater generated during construction prior to discharge. At a minimum, the wastewater should be treated by sedimentation to remove suspended particles from the water. Sedimentation ponds would need to be maintained regularly. Precipitation agents, such as alum, may be introduced to speed the action of settling suspended particles. Alternatively, either gravity or pressure filtration could be used if sufficient space for sedimentation facilities is unavailable.

(h) Prepare and implement a Spill Prevention Control/Countermeasure (SPCC) Plan prior to the start of construction. The SPCC Plan should cover actions needed to minimize the potential for

accidental spillage of construction-related contaminants such as fuel, oil, or other chemicals. Such contaminants should not be drained onto the soil; rather, they should be confined to sealed containers and removed to proper disposal sites. Refueling should be conducted in a location where spills could be contained.

- **Timing of Implementation** - (a), (b), (f), (g), (h) Prior to project construction, during project construction; (c), (d), (e) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency, Regional Water Quality Control Board.

Mitigation Measure 7-4

(a) Same as Mitigation Measures 7-1(a), 7-1(b) and 7-1(c).

(b) Construct a separate spill control facility around and under the waste intake, storage, and loading areas to provide for containment of any hazardous spills that might occur in the vicinity.

- **Timing of Implementation** - (a) Same as 7-1(a), (b), & (c); (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Revised Mitigation Measure 7-5

(a) Cover materials (soil) shall be placed over waste materials at the end of each day to prevent water from ponding on the landfill.

(b) A low-permeability final landfill cover, as required by CCR, Title 23, Chapter 15, shall be placed over the landfill during closure.

(c) The volume of fluid that enters the landfill shall be minimized by prohibiting the disposal of liquid waste.

(d) The landfill shall be designed with an adequate drainage and collection system to prevent to the extent possible the migration of leachate off-site.

(e) Landfills shall be located where site characteristics provide adequate separation between solid waste and ground and surface waters and where soil characteristics, distance from waste to groundwater, and other factors will ensure no impairment of beneficial uses of surface or ground water beneath or adjacent to a landfill (California Water Regulations, Chapter 15, Article 3, Section 2533).

(f) Current industry standards for leachate management shall be implemented (e.g., storing leachate in lined on-site ponds where it can evaporate naturally) or, if storage is impossible, transporting leachate to the nearest wastewater treatment plant capable of treating the leachate and not exceeding effluent discharge limits.

- **Timing of Implementation** - (a), (b), (c) Prior to project construction and ongoing (d) Prior to project construction; (e), (f) Prior to project approval, prior to project construction

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board.

Additions to Mitigation Measures 7-5

(g) Leachate and wastewater collection and disposal systems shall be designed with enough capacity to accommodate the amount of leachate predicted to be generated during the wettest year of record.

(h) Construction of all new landfill cells will comply with the requirements of Title 27 for liner impermeability.

(i) A landfill leachate and wastewater management program will be implemented which will include monitoring leachate and wastewater levels and emptying ponds as necessary to ensure adequate storage capacity.

(j) Investigate and consider methods for treatment of leachate and wastewater on-site and disposal by irrigation at any expanded or new landfill site.

(k) All exterior drainage from each landfill site shall be managed in accordance with the requirements of federal NPDES, state, and local regulations.

- **Timing of Implementation** - (g), (h) Prior to project construction; (i) Ongoing; (j), (k) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board.

Mitigation Measure 7-6

(a) To the extent feasible, the working face of the landfill shall be covered with soil or other approved alternate cover material to prevent contact with stormwaters.

(b) All exterior drainage from each site shall be managed in accordance with the requirements of federal NPDES, state, and local regulations.

- **Timing of Implementation** - (a) Prior to project construction and ongoing; (b) Prior to project construction, and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency.

Revised Mitigation Measure 7-7

(a) Employ Best Management Practices as required under the NPDES Permit for Construction grading.

(b) To the extent feasible, confine grading, excavation, and other earthwork to the dry seasons. When this is not feasible, erosion and sediment transport control facilities should be in place prior to the onset of the first major winter storms. If wind erosion has the potential to occur during summer months, erosion control methods, such as watering graded areas, shall be implemented.

(c) Prepare and implement detailed erosion and sedimentation control plan(s), which should be submitted for review and approval by the RWQCB. The specific language of such plans varies, but the concepts to be adhered to include the following:

1. To avoid discharge to natural waterways, sediment should be trapped before leaving the construction site through the use of rip-rap, hay bales, fencing, or sediment ponds.
2. Areas of surface disturbance should be minimized.
3. Disturbed areas should be stabilized through vegetative or mechanical methods. When construction is complete, all disturbed areas should be regraded and revegetated.

(d) All new facilities shall be designed and constructed to conform with the site development standards contained in the latest edition of the Uniform Building Code (UBC). Prior to construction activities, the applicant shall submit building plans to the local jurisdiction's building department indicating compliance with the UBC.

(e) All new facilities shall meet the requirements of the County or cities' standards pertaining to site design, grading, and erosion control.

(f) Vegetation on soils exposed during construction shall be reestablished as soon as practical. Mulch or other temporary cover shall be used in the interim where erosion potential exists.

(g) Treat wastewater generated during construction prior to discharge. At a minimum, the wastewater should be treated by sedimentation to remove suspended particles from the water. Sedimentation ponds would need to be maintained regularly.

(h) Prepare and implement a Spill Prevention Control/Countermeasure (SPCC) Plan prior to the start of construction. The SPCC Plan should cover actions needed to minimize the potential for accidental spillage of construction-related contaminants such as fuel, oil, or other chemicals. Such contaminants should not be drained onto the soil; rather, they should be confined to sealed containers and removed to proper disposal sites. Refueling should be conducted in a location where spills could be contained.

- **Timing of Implementation** - (a), (b), (d), (e) Prior to project construction; (c) Prior to project construction; (f) During project construction; (g) During project construction and ongoing; (h) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Revised Mitigation Measure 7-8

(a) Mitigation implemented to control erosion during operation of the landfill shall be similar to that implemented during construction (see Mitigation Measure 7-7 above).

(b) Permanent drainage ditches shall be constructed around the landfill perimeter to convey runoff water from the project site. These permanent drainage ditches shall be lined with native grass, concrete, corrugated metal, or other material that will limit water infiltration and soil erosion.

Temporary and permanent berms, collection ditches, benches, and stormwater downdrains shall be constructed to convey water runoff from the landfill surface and downslopes.

(c) On- or off-site detention ponds shall be constructed and maintained and site runoff shall be collected and sedimentation completed in the ponds prior to discharge to surface waters. The ponds shall be adequately designed so that no net increase over existing conditions in stormwater flows from the project site are expected to result from a 100-year flood event.

(d) Prior to the rainy season, drainage facilities shall be inspected and, if necessary, cleared of debris.

(e) Drainage facilities shall be inspected after the first significant rain of the season to ensure that the system is functioning.

(f) Runoff from areas upgradient of the landfill shall be routed around the landfill.

(g) Landfills shall not be developed within a 100-year floodplain (40 CFR 258).

- **Timing of Implementation** - (a), (b), (d) Prior to project construction and ongoing; (b) Prior to project construction and ongoing; (c), (g) Prior to project approval, prior to project construction; (e) ongoing; (f) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency, Regional Water Quality Control Board.

Mitigation Measure 7-9

(a) New waste management facilities will use water conservation techniques such as reclaimed water use and water recycling where feasible.

(b) If anaerobic digestion is used to process organics, a complete site specific groundwater study or groundwater availability determination to demonstrate that water use levels will not deplete groundwater supplies for surrounding properties.

- **Timing of Implementation** - (a) Prior to project construction and ongoing; (b) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency.

Mitigation Measure 7-10

Spill prevention and cleanup plans will be required in all construction contracts. Any contracts which involve blasting will require that explosives spilled during the loading of the blasting holes be cleaned up prior to detonating the explosives.

- **Timing of Implementation** - Prior to project construction, during project construction.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency.

Mitigation Measure 7-11

If blasting will be done near an existing landfill, a qualified blasting specialist will design the blasting program to ensure that peak particle velocities resulting from blasts will be lower than the amount that could damage the landfill liner or leachate collection system.

- **Timing of Implementation** - Prior to project construction, during project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Mitigation Measure 7-12

When feasible, large non-disposal facilities (i.e., composting facilities) shall provide permeable surfaces and retention basins to aid in the recharge of groundwater in accordance with the water quality standards of the Regional Water Quality Control Board.

- **Timing of Implementation** - Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

PUBLIC SAFETY, HAZARDS AND HAZARDOUS MATERIALS**Revised Mitigation Measure 8-1**

- (a) Curbside recycling operations shall be established so that no direct worker contact with the materials occurs. Automated can pick-up, commingled collection, and/or separate materials bins could meet this objective.
 - (b) Workers shall be supplied with appropriate safety gear which provide the maximum protection available while still affording sufficient manual dexterity for accomplishing their sorting tasks.
 - (c) All workers shall have current vaccinations against diseases such as tetanus, polio, or other diseases which could be spread through direct contact with solid waste.
 - (d) Workers shall be trained to spot hypodermic needles during sorting, extract them from the sorting line, and deposit them in a plastic sharps disposal container kept at each sorting station.
 - (e) Sharps containers filled at the non-disposal facility and landfill, as well as containers encountered in curbside materials during sorting operations, shall be properly disposed of with a licensed medical waste hauler.
 - (f) New and expanded non-disposal facilities and solid waste disposal facilities shall develop and implement an Illness and Injury Prevention Plan to address the potential for injury and illness among facility employees.
 - (g) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at all non-disposal facilities and landfills in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.
- **Timing of Implementation** - Prior to project construction and ongoing.

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 8-2

(a) Backyard composting training for the general public shall address the potential health effects associated with composting. Training will describe how proper moisture content will reduce dust generation and maximize microbial action and how sufficient oxygen content is critical to maintaining microbial action, regulating temperature, and reducing odors and pathogens. Persons with weakened immune systems or persons with allergies, asthma, or other respiratory problems shall be discouraged from participating in backyard composting. Backyard composters shall also be encouraged to thoroughly wash their hands with soap and water after each contact with backyard compost piles.

(b) Composting operations at the new or expanded composting facility(ies) shall include the following procedures:

1. Proper moisture content shall be maintained in compost piles or windrows.
2. Proper temperatures and oxygen content shall be maintained in compost piles/windrows through aeration and compost turning or agitation. Operating procedures shall require that the compost pile be heated to approximately 132-140° to ensure that all pathogens have been eliminated.
3. Loading and compost turning equipment shall have enclosed, ventilated cabs and the ventilation systems shall be maintained regularly, or individual respiratory protection (dust masks) will be utilized.
4. Employees shall be encouraged to wash their hands frequently with soap and water, particularly prior to lunch and other breaks, and at the end of the work day.
5. Composting facility operators shall inform compost workers about the possibility for development of pulmonary hypersensitivity. Workers shall be encouraged to report unusual health problems to their supervisors and physicians.
6. New and expanded non-disposal facilities shall develop and implement an Illness and Injury Prevention Plan to address the potential for injury and illness among facility employees.

- **Timing of Implementation** - (a), (b) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 8-3

(a) A HHW Facility Operations Plan shall be developed for each permanent HHW facility. This plan shall include procedures for waste acceptance and screening, waste management practices, stormwater management, worker health and safety, and emergency prevention, precaution and response.

(b) An emergency response and evacuation plan shall be developed for each collection site in order

to plan actions to be taken in the event of a spill incident. The emergency response and evacuation plan shall be developed by the collection site operator in coordination with the appropriate local agencies prior to the operation of the collection site.

(c) A safety inspector shall be assigned by the HHW program operations manager to oversee field activities, spot potential risks, and ensure conformance with regulations.

(d) Employee safety meetings shall be conducted, as necessary, by the program safety inspector.

(e) All vehicles shall be inspected, as necessary, for safety violations by the program safety inspector and facility employees.

(f) An on-site eye wash and shower station shall be provided at all mobile and stationary HHW collection sites.

(g) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at all mobile and stationary HHW collection sites in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.

(h) A training program (including periodic retraining) for facility personnel in CPR and first aid shall be provided by the program safety inspector. In addition, first aid materials shall be maintained in good condition.

(i) A drainage containment and collection system shall be set up around the HHW collection and storage facilities to prevent discharge of spilled materials to soil or groundwater. All spilled material shall be collected and treated separately to prevent the spread of any hazardous constituents.

(j) Any risk posed by unauthorized access to any non-disposal site shall be mitigated by posting warning signs, fencing, patrol personnel, or the disabling of equipment when not in use. Daily inspections would be the responsibility of the facility operations manager.

(k) A Load Checking Program shall be updated and implemented to ensure the proper disposal of hazardous wastes illegally disposed with solid waste accepted at non-disposal facilities and the landfill. Any hazardous wastes found while conducting the Load Checking Program shall be disposed of according to applicable state and federal regulations.

- **Timing of Implementation** - (a) through (k) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency.

Revised Mitigation Measure 8-4

(a) Prior to permitting, develop and implement (in consultation with the Fire Marshal) a Fire Prevention Program for each facility, as necessary. This program shall entail both structural fire suppression mechanisms, such as an automatic sprinkler system and fire retardant building materials in the design of the structure, as well as procedural programs for minimizing/extinguishing fire hazards.

(b) Develop an Emergency Response and Evacuation Plan for each new or expanded facility in accordance with relevant county or city emergency response and evacuation plans, and follow it in the event of a fire, earthquake, hazardous materials spill or other emergency. Each emergency response and evacuation plan shall be developed by the facility operator in coordination with the County Office of Emergency Services, the Hazardous Materials Division of the County Environmental Health Department, and the appropriate Fire Protection District.

(c) All potentially disastrous events shall be reported by the project sponsor to the County Office of Emergency Services so that County emergency services such as traffic control, fire and medical equipment, and evacuation notification can be available as needed.

(d) Facility workers shall be provided and required to use safety glasses, safety shoes, coveralls, gloves, noise reducers for ears, or other safety equipment appropriate to the hazard of the job. An emergency eye bath and emergency showers shall be installed in the facility by the project sponsor.

(e) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at all non-disposal facilities and landfills in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.

(f) New and expanded non-disposal facilities and solid waste disposal facilities shall develop and implement an Illness and Injury Prevention Plan to address the potential for injury and illness among facility employees.

- **Timing of Implementation** - (a) through (f) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency.

Revised Mitigation Measure 8-5

Same as Mitigation Measure 8-4 (a through e).

(f) Consider reducing operating hours at new or expanded non-disposal facilities in order to reduce the accumulation of combustible solid waste for transfer and storage.

(g) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at all non-disposal facilities and landfills in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.

(h) Develop an Emergency Response and Evacuation Plan for each new or expanded facility in accordance with relevant county or city emergency response and evacuation plans, and follow it in the event of a fire, earthquake, hazardous materials spill or other emergency. Each emergency response and evacuation plan shall be developed by the facility operator in coordination with the County Office of Emergency Services, the Hazardous Materials Division of the County Environmental Health Department, and the appropriate Fire Protection District.

- **Timing of Implementation** -(a) through (h) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency.

Mitigation Measures 8-6

(a) Rodent traps shall be placed strategically around the public drop-off areas and recycling areas, as required. This measure shall be monitored by the facility operations manager.

(b) Landscape materials shall exclude plants, such as ivy, which may provide hidden nesting areas for rodents.

(c) Standing water and moist areas shall be controlled to prevent mosquito breeding. This shall be monitored by the facility operations manager.

- **Timing of Implementation** - (a) through (c) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** -Lead Agency, Local Enforcement Agency.

Revised Mitigation Measure 8-7

Mitigation measures will result from the site specific CEQA review process, and will include the general following mitigation measures:

(a) Employees shall be encouraged to wash their hands frequently with soap and water, particularly prior to lunch and other breaks, and at the end of the work day.

(b) Employee safety meetings shall be conducted, as necessary, by the program safety inspector.

(c) All vehicles shall be inspected, as necessary, for safety violations by the program safety inspector and facility employees.

(d) A training program (including periodic retraining) for facility personnel in first aid shall be provided by the program safety inspector. In addition, first aid materials shall be maintained in good condition.

(e) Any risk posed by unauthorized access to any areas of the disposal site shall be mitigated by posting warning signs, fencing, patrol personnel, and/or the disabling of equipment when not in use. Daily inspections would be the responsibility of the facility operations manager.

(f) Prior to operations, develop and implement (in consultation with the Fire Marshal) a Fire Prevention Program for each facility, as necessary. This program shall entail both structural fire suppression mechanisms, such as an automatic sprinkler system and fire retardant building materials, in the design of the structure, as well as procedural programs for minimizing/extinguishing fire hazards.

(g) All potentially disastrous events shall be reported by the project sponsor to the County Office of Emergency Services so that County emergency services such as traffic control, fire and medical equipment, and evacuation notification can be available as needed.

(h) Facility workers shall be provided and required to use safety glasses, safety shoes, coveralls, gloves, noise reducers for ears, or other safety equipment appropriate to the hazard of the job. An emergency eye bath and emergency showers shall be installed in the facility by the project sponsor.

- (i) Standing water and moist areas shall be controlled to prevent mosquito breeding. This shall be monitored by the facility operations manager.
 - (j) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at all non-disposal facilities and landfills in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.
 - (k) Develop an Emergency Response and Evacuation Plan for each new or expanded facility in accordance with relevant county or city emergency response and evacuation plans, and follow it in the event of a fire, earthquake, hazardous materials spill or other emergency. Each emergency response and evacuation plan shall be developed by the facility operator in coordination with the County Office of Emergency Services, the Hazardous Materials Division of the County Environmental Health Department, and the appropriate Fire Protection District.
 - (l) New and expanded non-disposal facilities and solid waste disposal facilities shall develop and implement an Illness and Injury Prevention Plan to address the potential for injury and illness among facility employees.
- **Timing of Implementation** - (a) through (l) Prior to project construction and ongoing; (k) Prior to project construction.
 - **Implementation** - Lead Agency.
 - **Monitoring** -Lead Agency, Local Enforcement Agency.

Mitigation Measure 8-8

If hazardous materials are used at the RMF, the following mitigations will be implemented:

- (a) An emergency response and evacuation plan shall be developed for the RMF in order to plan actions to be taken in the event of a spill incident. The emergency response plan shall be developed by the facility operator in coordination with the appropriate local agencies prior to the operation of the facility.
- (b) A safety inspector shall be assigned by the RMF operations manager to oversee the transportation, use and disposal of hazardous materials to ensure that workers, the general public, and the environment are protected from accidents or spills.
- (c) Employee safety meetings shall be conducted as necessary by the program safety inspector.
- (d) An on-site eye wash and shower station shall be provided at the RMF.
- (e) A map showing the locations of local emergency services and appropriate telephone numbers shall be posted at the RMF in a conspicuous place (e.g., near the telephone) by either the program operations manager or the safety inspector.
- (f) A training program (including periodic retraining) for facility personnel in CPR and first aid shall be provided by the program safety inspector. In addition, first aid materials shall be maintained in good condition.

(g) A drainage containment and collection system shall be set up around the chemical use area at the RMF to prevent discharge of spilled materials to soil or groundwater. All spilled material shall be collected and treated separately to prevent the spread of any hazardous constituents.

(h) Any risk posed by unauthorized access to the RMF shall be mitigated by posting warning signs, fencing, patrol personnel, or the disabling of equipment when not in use. Daily inspections would be the responsibility of the facility operations manager.

(i) New and expanded non-disposal facilities shall develop and implement an Illness and Injury Prevention Plan to address the potential for injury and illness among facility employees.

- **Timing of Implementation** - (a) through (j) Prior to project construction, ongoing. Prior to project
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

Mitigation Measure 8-9

(a) Blasting at the Central Disposal Site shall be conducted in accordance with the recommendations of the study conducted by Geotek in 1998, and any further site-specific blasting study conducted by a licensed blasting engineer. At a minimum, mitigation shall include:

1. All blasts will be designed to minimize peak particle velocity at the nearest off-site structures.
2. Measures will be taken to control air blast (overpressure), including stemming explosive charges with clean crushed stone, ensuring the minimum distance between bore holes and the rock face, keeping drilling logs to describe ground conditions, adjusting blast design to isolate explosive charges from weak areas, avoiding blasting during heavy cloud cover or windy conditions and monitoring overpressure at or near nearby residences.

(b) If blasting is necessary at a new solid waste disposal site, a site-specific blasting study to establish procedures to minimize peak particle velocities and overpressure will be conducted.

- **Timing of Implementation** - (a) Prior to project construction, during project construction; (b) Prior to Project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 8-10

In the event that a facility is located on a designated contaminated site, a site-specific study will be done to ensure that proper handling and disposal methods will be used to minimize environmental impacts. The study shall include a search of records of hazardous materials presence, a field assessment of conditions on the site to determine whether visual evidence of hazardous materials is present, and a plan to treat and/or clean up the site in accordance with regulations of the Regional Water Quality Control Board and Sonoma County Environmental Health if hazardous materials are present. Site specific analysis would be done at the time facility locations are proposed.

- **Timing of Implementation** - Prior to project approval, prior to project construction.

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board.

Mitigation Measure 8-11

Update the existing or develop a new Emergency Response and Evacuation Plan for each new or expanded facility in accordance with relevant county or city emergency response and evacuation plans, and follow it in the event of a fire, earthquake, hazardous materials spill or other emergency. Each emergency response and evacuation plan shall be developed by the facility operator in coordination with the County Office of Emergency Services, the Hazardous Materials Division of the County Environmental Health Department, and the appropriate Fire Protection District.

- **Timing of Implementation** - Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 8-12

(a) Safety measures shall be implemented, including, at a minimum, emergency response procedures, safety inspections, safety training, restriction of unauthorized access to areas where hazardous materials are stored, and timely containment and cleanup of spills.

(b) All potentially disastrous events shall be reported by the project sponsor to the County Office of Emergency Services so that County emergency services such as traffic control, fire and medical equipment, and evacuation notification can be available as needed.

- **Timing of Implementation** - (a), (b) Prior to project construction, and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 8-13

(a) Future non-disposal and disposal facilities located in Sonoma County shall be designed, constructed, and maintained in conformance with the requirements of the Fire Marshall's Vegetation Management Plan and Fire Safe Standards.

(b) Develop an Emergency Response and Evacuation Plan for each new or expanded facility in accordance with relevant county or city emergency response and evacuation plans, and follow it in the event of a fire, earthquake, hazardous materials spill or other emergency. Each emergency response and evacuation plan shall be developed by the facility operator in coordination with the County Office of Emergency Services, the Hazardous Materials Division of the County Environmental Health Department, and the appropriate Fire Protection District.

(c) All potentially disastrous events shall be reported by the project sponsor to the County Office of Emergency Services so that County emergency services such as traffic control, fire and medical equipment, and evacuation notification can be available as needed.

- **Timing of Implementation** - (a) Prior to project approval, ongoing; (b) Prior to project construction, ongoing; (c) Ongoing.
- **Implementation** - Lead Agency.

- **Monitoring** - Lead Agency.

TRANSPORTATION

Revised Mitigation Measure 9-1

(a) To the extent feasible, new non-disposal facilities shall not be located in areas with significant road congestion, as designated in the cities' and County General Plans;

(b) To the extent feasible, new non-disposal facilities shall be located near other commercial facilities to allow for the combination of activities in one trip and reduce overall trip generation.

(c) Traffic Management Plans (TMP) shall be developed for each of the new and expanded non-disposal facilities, as required. These plans shall schedule truck trips so that roadway segments with the potential to be significantly impacted are avoided during peak hours. In addition, these plans shall detail the hours of operation and other restrictions on truck trips for each of the facilities and shall include plans for employee car pooling and bus transportation, where appropriate and feasible. The plans shall be updated periodically in response to changing traffic conditions and improvements to the highway system. The TMP shall include a site-specific traffic evaluation conducted as part of the siting study for a new non-disposal facility to identify potential traffic problem areas prior to site selection. The traffic evaluation shall consider limiting non-disposal facility operations to either commercial or private (general public) haulers, as well as co-locating of disposal and non-disposal facilities to reduce haul trips.

- **Timing of Implementation** - (a), (b), (c) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Additions to Mitigation Measures 9-1

(d) Countywide Traffic Mitigation Fees shall be paid for new facilities implemented in accordance with the 2003 CoIWMP to help mitigate off-site cumulative traffic impacts.

- **Timing of Implementation** - (d) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 9-2

(a) The siting study for a new landfill shall consider the adequacy and operation of the local roads and intersections as part of the comparative criteria.

- **Timing of Implementation** - (a) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Additional Mitigation Measure 9-2

(b) A site-specific traffic evaluation shall be conducted as part of the siting study for a new landfill, to identify potential traffic problem areas prior to site selection and to identify road or intersection improvements and/or changes needed to accommodate landfill traffic.

(c) Countywide Traffic Mitigation Fees shall be paid for new facilities implemented in accordance with the 2003 CoIWMP to help mitigate off-site cumulative traffic impacts.

- **Timing of Implementation** - (b) Prior to project approval; (c) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 9-3

Traffic analysis shall be conducted at the time a site-specific environmental analysis of a quarry project is undertaken. If rock extraction traffic would cause significant congestion at the Stony Point/Roblar or Stony Point/West Railroad intersections, the following mitigation measures shall be considered:

(a) Trucks hauling rock from the landfill quarry shall be restricted so that they do not add traffic to the congested intersections during peak traffic hours. Restrictions could include alternative hours of operation or alternative haul routes. This restriction shall remain in effect until these intersections are signalized.

(b) The quarry operator shall pay a traffic mitigation fee to provide a fair-share contribution toward the cost of signalizing the intersections.

- **Timing of Implementation** - (a) Prior to project approval; (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 9-4

If significant traffic impacts to the Stony Point/Roblar Roads and Stony Point Road/West Railroad Avenue intersections continue beyond 2015, mitigation measures such as the following shall be implemented:

(a) The Integrated Waste Division will consider restricting truck traffic that is subject to County control so that trucks do not travel through the Stony Point/Roblar and/or Stony Point Road/West Railroad intersections during peak traffic hours. This shall apply only to new truck trips associated with projects pursuant to the 2003 CoIWMP and not existing traffic using the Central Disposal Site. The restriction shall apply to trucks subject to County control, such as those making deliveries of cover soil and liner materials, and trucks associated with construction at the site. This measure shall remain in effect until a traffic signal has been installed at these intersections.

(b) Prior to construction of projects at the Central Disposal Site pursuant to the 2003 CoIWMP, the Integrated Waste Division shall pay a traffic mitigation fee that includes a fair share contribution toward the installation of signals at the Stony Point/Roblar and Stony Point/West Railroad intersections.

(c) Consider restricting hours of operation so that traffic is not added to the congested intersections during peak traffic hours. This restriction would remain in effect until these intersections are signalized.

(d) Consider restricting the use of the site to commercial operators only, thereby reducing the number of vehicles using the Stony Point/Roblar and Stony Point/West Railroad intersections.

- **Timing of Implementation** - (a), (c), (d) Prior to project approval; (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 9-5

Prior to the commencement of hauling, the quarry operator and the Integrated Waste Division shall implement a truck driver education program which familiarizes rock and commercial refuse haulers with speed limit zones, school bus stops, areas of low sight distance on the haul route, permit limits on trucking, weight and load height limits, circulation routes through the landfill to minimize interference, and other measures which will reduce public conflicts. The Integrated Waste Division shall maintain a record of the drivers receiving the orientation.

- **Timing of Implementation** - Prior to project construction, during project construction, ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 9-6

(a) Driveways and access roads for the new landfill and non-disposal facilities shall be designed to AASHTO standards to ensure safety hazards are minimized. These standards include driveway width, acceleration-deceleration lanes, and turning radius requirements.

(b) Prior to operation, minor roads that would be used as haul routes shall be examined for existing safety problems and corrections shall be made as necessary to accommodate traffic from new facilities.

(c) Design access roads for new facilities to accommodate emergency vehicles in accordance with County Fire Safe Standards.

- **Timing of Implementation** - (a), (c) Prior to project construction; (b) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

AIR QUALITY

Revised Mitigation Measure 10-1 (a)

The County and cities shall consider air emissions when purchasing new equipment and when entering into agreements with solid waste operators. Cleaner vehicles shall be weighted more favorably than less clean vehicles.

- **Timing of Implementation** - (a) Prior to project construction and ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Additional Mitigation Measure 10-1 (b) (Construction)

1. New facilities shall be sited to maximize separation between haul routes/facilities and sensitive receptors to the extent practical.
 2. New facilities shall encourage the use of low emissions vehicles that control diesel particulates with engine filters or by using low emissions fuel such as compressed natural gas.
 3. The contractor shall reduce NO_x, ROG, and CO emissions by complying with the construction vehicle air pollutant control strategies developed by the BAAQMD and the NSCAPCD. The project sponsor shall include in construction contracts the following requirements:
 - a. Construction equipment operators shall shut off equipment when not in use to avoid unnecessary idling. As a general rule, vehicle idling should be kept below 10 minutes.
 - b. The contractor's construction equipment shall be properly maintained and in good operating condition.
 - c. The contractor shall utilize new technologies to control ozone precursor emissions as they become available and feasible.
 - d. The contractor shall substitute gasoline-powered for diesel-powered equipment where feasible. The contractor shall electrify equipment where practical.
 4. Asphalt paving materials shall conform to the most recent guidelines by the air district having jurisdiction.
- **Timing of Implementation** - (b1) Prior to project approval; (b2) Ongoing; (b3), (b4) Prior to project construction, during project construction.
 - **Implementation** - Lead Agency.
 - **Monitoring** - Lead Agency.

Additional Mitigation Measure 10-1 (c) (Operations)

1. Contracts for operation of facilities described in the 2003 CoIWMP shall require operators to limit idling time of diesel equipment to 10 minutes when practical. Contracts shall also require that equipment be serviced at regular intervals to keep engines operating within parameters that will prevent excessive emissions.
 2. Contracts for operation of facilities described in the 2003 CoIWMP shall include incentives for using electric motors instead of internal combustion engines in stationary equipment.
 3. Alternate technology, such as a fuel cell or cleaner burning engines, shall be considered for any electricity generation plant implemented by programs in the 2003 CoIWMP.
- **Timing of Implementation** - (c1) through (c3) Ongoing.
 - **Implementation** - Lead Agency.
 - **Monitoring** - Lead Agency.

Additional Mitigation Measure 10-1 (d)

If emissions of criteria pollutants are produced by the selected technology for processing of organic waste at the RMF, the facility will be equipped with a means to collect or treat emissions which may include air control and emission filters to comply with air quality standards.

- **Timing of Implementation** - (d) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Air Quality Management District/Air Pollution Control District.

Revised Mitigation Measure 10-2

The contractor shall reduce particulate emissions by complying with the dust control strategies developed by the NSCAPCD and the BAAQMD. The project sponsor shall include in construction contracts the following requirements:

1. The contractor shall water in late morning and at the end of the day all earth surfaces during clearing, grading, earthmoving, and other site preparation activities.
2. The contractor shall use tarpaulins or other effective covers for haul trucks that travel on public streets and roads.
3. The contractor shall increase the watering frequency for exposed and erodible soil surfaces whenever winds exceed 15 mph.
4. The contractor shall water exposed soil surfaces, including cover stockpiles, roadways, and parking and staging areas, to minimize dust and soil erosion.
5. The contractor shall sweep streets adjacent to the new and expanded non-disposal facilities at the end of each day.
6. The contractor shall control construction, operation and maintenance vehicle speed to 15 mph on unpaved roads.

- **Timing of Implementation** - Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 10-3

(a) Control of odors shall be implemented through the use of Best Management Practices utilized with Sonoma County such as the avoidance of compost disturbance in afternoon hours, regulating moisture content, and turning compost windrows.

(b) If odor persists as a problem, compost piles or windrows shall be covered with soil or finished compost to reduce emissions of odors.

- **Timing of Implementation** - (a), (b) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency.

Additions to Mitigation Measure 10-3

- (c) The landfill shall be covered at the end of every day with plastic, soil or other appropriate material.
 - (d) Any cracks in the landfill surface shall be repaired as soon as practical.
 - (e) Acidity levels in leachate ponds shall be monitored and pH adjusted as necessary to reduce odor problems.
 - (f) When new compost facilities are proposed, consideration will be given to operations that are conducted inside buildings using air filtration systems to prevent release of odors.
- **Timing of Implementation** - Ongoing.
 - **Implementation** - Lead Agency.
 - **Monitoring** - Lead Agency, Local Enforcement Agency, Regional Water Quality Control Board.

Revised Mitigation Measure 10-4 (a)

Mitigation measures will include revised Mitigation Measure 10-1 (a), additional Mitigation Measures 10-1 (b) and 10-1 (c), including revised Mitigation Measure 10-2 described above.

- **Timing of Implementation** - Same as Mitigation Measures 10-1(a), (b) and (c); 10-2.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 10-4 (b)

1. To prevent excessive emissions of ROG, future landfill gas collection systems shall be designed to minimize the amount of uncontrolled gas emissions. To ensure that the latest information and technology is considered in the design, the project sponsor will have a qualified consultant prepare recommendations that would include the appropriate collection technology. These recommendations shall be submitted to the Bay Area Air Quality Management District for approval prior to the issuance of an Authority To Construct.

2. Mitigation measures shall include revised Mitigation Measure 10-1 (a) and additional Mitigation Measures 10-1 (b) and 10-1 (c).

- **Timing of Implementation** - (b1) Prior to project construction; (b2) Same as 10-1(a), (b), and (c).
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Air Quality Management District/Air Pollution Control District.

Mitigation Measure 10-5

(a) Blasting operations for landfill construction shall be restricted as follows to control dust emissions:

1. To the extent possible, remove all loose dirt and overburden material from blasting areas prior to drilling blast holes.

2. Spray water over blast areas prior to blasting.

3. No loading of explosives in blast holes or blasts shall be conducted when wind speed on site exceeds 15 mph.

(b) Any rock crusher used for landfill construction shall be equipped with a spray mister, or incorporate some other equally effective measure to control dust.

(c) Revised Mitigation Measure 10-2 shall be implemented for the rock extraction operations.

- **Timing of Implementation** - (a) Prior to project construction, during project construction; (b) During project construction; (c) Same as Revised Mitigation Measure 10-2.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Air Quality Management District/Air Pollution Control District.

Mitigation Measure 10-6

(a) To prevent excessive NO_x emissions: 1) Blasting for landfill construction shall be done with water resistant explosives in the wet areas of bore holes. Non-water resistant explosives may be used above the wet areas of bore holes, provided the bore hole is sealed above the wet area so that the non-water resistant explosive remains above the wet area. 2) Blended ammonium nitrate/fuel oil blasting agents shall contain at least 5.7% fuel oil by weight.

(b) Revised Mitigation Measure 10-1 (a) and Additional Mitigation Measures 10-1 (b) and 10-1 (c) shall also be applied to rock extraction associated with new or expanded landfills.

- **Timing of Implementation** - (a) Prior to project construction, during project construction; (b) Same as Revised Mitigation Measure 10-1(a); additional Mitigation Measures (b), (c).
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Air Quality Management District/ Air Pollution Control District.

NOISE

Revised Mitigation Measure 11-1

(a) Construction activities shall be limited to the hours between 7 AM and 7 PM to the extent practical.

(b) Construction equipment shall be properly outfitted and maintained with noise reduction devices to minimize construction-generated noise. Wherever possible, noise-generating construction equipment shall be shielded from nearby residences by noise-attenuating walls, berms, or enclosures.

(c) The contractor shall attempt to locate stationary noise sources as far away as possible from noise-sensitive land uses.

- **Timing of Implementation** - (a) Prior to project construction; (b), (c) During project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 11-2

(a) Where feasible, collection activities associated with these facilities shall be conducted during hours of the day which are not noise sensitive for nearby residents and other adjacent land uses. The activities shall be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods.

(b) The County and cities shall include noise as an evaluation criterion when purchasing new waste/recyclables transportation vehicles, and will purchase the quietest vehicles available when reasonably possible. If the County or cities do not make direct purchases of such vehicles, it will require licensed/franchised haulers, via license/franchise agreements, to include noise as an evaluation criterion in their purchase of vehicles.

- **Timing of Implementation** - (a), (b) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Addition to Mitigation Measure 11-2

(c) A site-specific noise evaluation shall be conducted as part of the siting study for new and expanded non-disposal facilities to identify potential noise problem areas prior to site selection. The noise evaluation shall consider the location of sensitive receptors and evaluate sound barriers or other means to reduce noise exposure. The evaluation shall also consider operational changes such as restricting hours of operation (see Mitigation Measure 11-3 (b)).

- **Timing of Implementation** - (c) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 11-3

(a) The County and cities shall include noise as an evaluation criterion during facility design and when purchasing equipment for the new and expanded facilities and will purchase the quietest equipment available to buy, when reasonably possible. If the County or cities do not make direct purchases of such equipment, it will require facility owner/operators, via conditions of approval, to include noise as an evaluation criterion in their purchase of equipment.

(b) The noise evaluation described in Mitigation Measure 11-2 (c) shall consider the location of sensitive receptors and locate equipment and operations to minimize the noise exposure to the extent practical. The evaluation should consider enclosures for noisy equipment or sound barriers to shield off-site receptors from noise.

- **Timing of Implementation** - (a) Prior to project approval, ongoing; (b) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 11-4

Same as Mitigation Measure 11-1.

- **Timing of Implementation** - Same as Mitigation Measure 11-1.

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 11-5

(a) Where feasible, collection activities associated with these facilities shall be conducted during hours of the day which are not noise sensitive for nearby residents and other adjacent land uses. The activities shall be commissioned to occur during normal work hours of the day to provide relative quiet during the more sensitive evening and early morning periods.

(b) The County and cities shall include noise as an evaluation criterion when purchasing new waste/recyclables transportation vehicles, and will purchase the quietest vehicles available when reasonably possible. If the County or cities do not make direct purchases of such vehicles, it will require licensed/franchised haulers, via license/franchise agreements, to include noise as an evaluation criterion in their purchase of vehicles.

- **Timing of Implementation** - (a), (b) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 11-6

(a) The County and cities shall include noise as an evaluation criterion when purchasing equipment for the disposal facility and will purchase the quietest equipment available to buy, when reasonably possible. If the County or cities do not make direct purchases of such equipment, it shall require facility owner/operators, via conditions of approval, to include noise as an evaluation criterion in their purchase of equipment.

- **Timing of Implementation** - (a) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Addition to Mitigation Measure 11-6

(b) During project analysis, sound levels for landfill and quarry equipment will be analyzed to determine whether standards would be exceeded. If it is determined that noise standards would be exceeded at the property line of any residential use, the project shall include, to the extent practical, sound barriers, special mufflers on equipment, or other means to reduce the noise levels at the property line. A berm or other noise barrier shall be used to break the line of sight between noisy equipment, such as rock hammers and rock crushers, and the property line prior to operation of the equipment.

- **Timing of Implementation** - (b) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

VEGETATION AND WILDLIFE***Revised Mitigation Measure 12-1***

(a) When new non-disposal and landfill facilities are proposed, site specific biotic studies shall be

performed to identify biotic resources on the sites. To the extent practical the new facilities shall be constructed to avoid these resources. Where avoidance is not practical the project sponsor shall consult with the appropriate State or Federal resource agencies to determine appropriate mitigation for any loss of or change to the biotic resources. The project sponsor shall acquire all necessary permits from these agencies. Compliance with permit conditions shall be a condition of approval of the project.

- **Timing of Implementation** - (a) Prior to project approval, prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, California Department of Fish and Game, U.S. Fish and Wildlife.

Additions to Mitigation Measure 12-1

(b) Riparian areas shall be avoided where possible in siting new facilities. If avoidance is not possible, compensation for loss of riparian vegetation shall be made by planting and otherwise enhancing a comparable area of streambank in the general vicinity where habitat quality can be improved. Planting plans shall be reviewed by a qualified biologist and submitted to the California Department of Fish and Game and other agencies, if needed, for review and comment prior to implementation. Revegetation areas shall be managed to permanently protect the riparian vegetation

- **Timing of Implementation** - (b) Prior to project approval, prior to project construction, during project construction, ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, California Department of Fish and Game, U.S. Fish and Wildlife.

Revised Mitigation Measure 12-2

(a) No solid waste disposal facility shall be built or expanded within a wetland unless it can be demonstrated that the landfill will not contribute to or cause significant degradation of wetlands or violations of the Clean Water Act or State water quality standards, jeopardize endangered or threatened species, violate any toxic effluent standard, or violate any requirement of the Marine Protection, Research, and Sanctuaries Act. There must also be no practicable alternative to the proposed location which does not involve wetlands. (Title 40, Chapter 1, Subchapter 1, Part 258, Subpart B [40 CFR 258].)

(b) When new non-disposal and landfill facilities are proposed, site specific biotic studies shall be performed to identify biotic resources on the sites. To the extent practical the new facilities shall be constructed to avoid these resources. Where avoidance is not practical the project sponsor shall consult with the appropriate State or Federal resource agencies to determine appropriate mitigation for any loss of or change to the biotic resources. The project sponsor shall acquire all necessary permits from these agencies. Compliance with permit conditions shall be a condition of approval of the project.

- **Timing of Implementation** - (a) Prior to project approval, prior to project construction, ongoing; (b) Prior to project approval, prior to project construction, ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, California Department of Fish and Game, U.S. Fish and Wildlife.

Additions to Mitigation Measure 12-2

(c) Riparian areas will be avoided where possible in siting new facilities. If avoidance is not possible, compensation for loss of riparian vegetation shall be made by planting and otherwise enhancing a comparable area of streambank in the general vicinity where habitat quality can be improved. Planting plans shall be reviewed by a qualified biologist and submitted to the California Department of Fish and Game and other agencies, if needed, for review and comment prior to implementation. Revegetation areas shall be managed to permanently protect the riparian vegetation.

(d) Before construction during the active nesting period between March 1 and September 1, the Integrated Waste Division of the Sonoma County Department of Transportation and Public Works shall determine the locations of any active raptor nests that could be affected. If any active nests are found, removal of the trees containing the nests shall be delayed until a qualified wildlife biologist has determined that the young birds are able to leave the nest and forage on their own. A qualified wildlife biologist shall be consulted to determine what activities must be avoided in the vicinity of the nests while the nests are active, and those recommendations shall be followed during construction.

- **Timing of Implementation** - (a) Prior to project approval, prior to project construction, during project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, California Department of Fish and Game, U.S. Fish and Wildlife.

CULTURAL RESOURCES AND PALEONTOLOGY**Revised Mitigation Measure 13-1**

(a) Intensive on-site cultural and paleontological resources surveys shall be conducted by a qualified archaeologist and paleontologist prior to construction in any areas of a site to be used for solid waste non-disposal facilities that are designated as sensitive in a city or County planning document. In addition, the Northwest Information Center (NWIC) will be consulted to determine if previously recorded archaeological sites exist on or in the vicinity of the project site. The purpose of this survey will be to more precisely locate and map significant cultural and paleontological resources. The services of the archaeologist and paleontologist shall be retained by the project sponsor.

(b) If, in the process of the cultural resource surveys, significant archaeological resources are found to exist on the site, the project sponsor shall consider changing the facility layout to avoid such resources. If it is not possible to make this change, however, formal archaeological data collection work on the significant resources will be completed. This shall include a complete surface collection of cultural material and, at a minimum, excavation of a sample subsurface cultural material sufficient to evaluate the extent, depth, and make-up of site components (i.e., archaeological testing). The overall objectives of such data collection work shall be to explicitly identify those research questions for which the site contains relevant information, with the research questions representing those presently expressed by the body of professional archaeologists in the region. If the results of the archaeological testing indicate that additional mitigative data recovery work is justified or warranted, it will be completed prior to the construction of the facility.

(c) If paleontological resources cannot be avoided by changing the site layout, a program of data collection and recovery shall be implemented.

(d) Archaeological and paleontological monitors shall be present during studies, site construction and development activities in areas of high cultural and paleontological resource sensitivity when recommended by a site-specific study for a project under the CoIWMP or the 2003 CoIWMP, or when a designated Native American tribal representative requests to monitor projects. These monitors shall be retained by the project sponsor. In the event that human remains are unearthed during construction, state law requires that the County Coroner be notified to investigate the nature and circumstances of the discovery. At the time of discovery, work in the immediate vicinity would cease until the Coroner permits work to proceed. If the remains were determined to be prehistoric, the find would be treated as an archaeological site and the mitigation measure described above would apply.

(e) In the event that unanticipated cultural or paleontological resources are encountered during project construction, all earthmoving activity shall cease until the project sponsor retains the services of a qualified archaeologist or paleontologist. The archaeologist or paleontologist shall examine the finding, assess their significance, and offer recommendations for procedures deemed appropriate to either further investigate or mitigate adverse impacts to those cultural or paleontological archaeological resources that have been encountered (e.g., excavate the significant resource). These additional measures shall be implemented.

- **Timing of Implementation** - (a) through (e) Prior to project approval, prior to project construction, during project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 13-2

Same as Mitigation Measure 13-1.

- **Timing of Implementation** - Same as Mitigation Measure 13-1.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 13-3

(a) Intensive on-site historical resources surveys shall be conducted by a qualified architectural historian prior to construction where structures over 45 years old or sites known to have historical significance could be affected by proposed facilities. The purpose of the survey shall be to determine the historical significance of the resources and whether the proposed project would affect those structures that are found to have historical significance. The services of the architectural historian shall be retained by the project sponsor.

(b) If, in the process of the historical resource surveys, significant resources are found to exist on the site, the project sponsor shall consider changing the facility layout to avoid such resources. If it is not possible to make this change, however, mitigation work in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, which address preservation, rehabilitation, restoration and reconstruction of historic resources, shall be completed for the historical resource.

- **Timing of Implementation** - (a), (b) Prior to project approval, prior to project construction.

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

VISUAL RESOURCES

Revised Mitigation Measure 14-1

- (a) To the extent possible, new facilities shall not be located within Designated Scenic Resource Areas as designated in the adopted 1989 Sonoma County General Plan (as amended), unless the facilities are not visible from public roads.
 - (b) A landscaping plan for each facility, if required by local regulations, shall include visual mitigation measures, such as earthen berms, tree screening, and other landscaping elements along the perimeter of the site in order to screen the proposed facility from public view. Earthen berms and tree screening would be especially important along nearby roadways or other visual corridors.
 - (c) Existing trees shall be retained to the extent feasible as a visual screen.
 - (d) New or expanded facility buildings shall be located away from site borders (to the extent feasible) and shall maximize the use of any natural shielding provided by the topographical relief of site's existing landforms.
 - (e) Consistent with any required local design review recommendations, facility support buildings and site plans shall be designed and constructed with appropriate materials, exterior colors, and architectural details compatible with the natural landscape and surrounding development in the project vicinity.
 - (f) Disturbed areas that are not directly a part of the project shall be revegetated immediately following construction.
 - (g) Project lighting equipment shall be of low-profile design, unobtrusive, and consistent with adjacent land uses.
- **Timing of Implementation** - (a) through (e, g) Prior to project approval, prior to project construction; (f) Ongoing.
 - **Implementation** - Lead Agency.
 - **Monitoring** - Lead Agency.

Revised Mitigation Measure 14-2

On-site Mitigation:

- (a) Litter shall be controlled by a litter abatement program.
- (b) Litter fences shall be established around new or expanded non-disposal facilities, as necessary to prevent litter from blowing onto off-site areas.
- (c) Litter along on-site roads shall be routinely collected and removed.

Off-site Mitigation:

(d) Litter shall be controlled on nearby roads providing access to new or expanded non-disposal facilities with a litter abatement program.

(e) Open cargo areas of vehicles (e.g., pick-ups, trucks, trailers, etc.) hauling waste shall be covered. This requirement will be enforced with financial penalties levied at the time of delivery to County Non-Disposal Sites and by the California Highway Patrol (CHP) in the areas near disposal sites.

- **Timing of Implementation** - (a) through (e) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, (e)California Highway Patrol.

Additions to Mitigation Measure 14-2

(f) A litter abatement program shall be implemented to reduce litter accumulation resulting from the activities of commercial haulers. The program could include, but not be limited to:

1) education of commercial haulers; and 2) requirements for thorough cleaning of debris boxes, covering emptied containers, or other similar measures, to reduce litter created upon exiting non-disposal facilities.

(g) The litter abatement program shall consider limiting non-disposal facility operations to commercial or private (general public) haulers, including the co-location of disposal and non-disposal facilities to reduce roadside litter.

- **Timing of Implementation** - (f), (g) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 14-3

(a) To the extent possible, new facilities shall not be located within Designated Scenic Resource Areas, as designated in the adopted 1989 Sonoma County General Plan (as amended), unless the facilities are not visible from public roads.

(b) A landscaping plan shall be required for each facility and shall include visual mitigation measures, such as earthen berms, tree screening, and other landscaping elements along the perimeter of the site in order to screen the proposed facility from public view. Earthen berms and tree screening would be especially important along nearby roadways or other visual corridors.

(c) Existing trees shall be retained to the extent feasible as a visual screen.

(d) New or expanded landfills shall utilize site buffer areas (to the extent feasible) and shall maximize the use of any natural shielding provided by the relief of site landforms.

(e) Consistent with any required local design review recommendations, construct new and expanded landfills and facility support buildings with appropriate materials, exterior colors, and architectural details compatible with the natural landscape and surrounding development in the project vicinity.

(f) Disturbed areas that are not directly a part of the project shall be revegetated as soon as practicable.

(g) Project lighting equipment shall be of low-profile design, unobtrusive, and consistent with adjacent land uses.

- **Timing of Implementation** - (a) through (e, g) Prior to project approval, prior to project construction; (f) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Addition to Mitigation Measure 14-3

(h) Exterior security lighting plans shall be prepared for all new facilities. Designs shall be consistent with County design standards, including exterior lighting that does not glare onto adjacent parcels, and includes motion sensors to minimize light and glare impacts on surrounding land uses.

- **Timing of Implementation** - (a) Prior to project approval, prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Addition to Mitigation Measure 14-3

(i) Visual analysis of the Central Landfill expansion, or a new landfill site, shall include photo simulation, three-dimensional-terrain modeling, or similar methods to evaluate potential change in visual character as seen from nearby public roads.

- **Timing of Implementation** - (i) Prior to project approval.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Revised Mitigation Measure 14-4

On-site Mitigation:

(a) Litter shall be controlled by a litter abatement program.

(b) Litter fences shall be established around active landfill areas to prevent litter from blowing onto off-site areas.

(c) Litter along on-site roads shall be routinely collected and removed.

Offsite Mitigation:

(d) Litter shall be controlled with a litter abatement program on nearby roads which provides access to new or expanded disposal facilities.

(e) Open cargo areas of vehicles (e.g, pick-ups, trucks, trailers, etc.) hauling waste shall be covered. This requirement will be enforced with financial penalties levied at the time of delivery to County Disposal Sites and by the CHP in the areas near disposal sites.

- **Timing of Implementation** - (a) through (e) Ongoing.

- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency, (e) California Highway Patrol.

Addition to Mitigation Measure 14-4

(f) Roadsides adjacent to landfill sites shall be cleaned each day that the landfill is open. Signs will be posted on roadways adjacent to the landfill site that will provide a phone number that people may call to report vehicles that are seen littering on the way to or from the landfill. The County, or its designee, will, to the extent feasible, identify offending haulers and request that corrective action be taken.

(g) A litter abatement program will be implemented to reduce litter accumulation resulting from the activities of commercial refuse haulers. The program could include, but not be limited to, 1) education of commercial refuse haulers, and 2) requirements for thorough cleaning of debris boxes, covering emptied containers or other similar measures to reduce litter created upon exiting the Central Disposal Site or any new landfill.

- **Timing of Implementation** - (f), (g) Ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Local Enforcement Agency.

**POPULATION & HOUSING, PUBLIC SERVICES,
RECREATION, & UTILITIES*****Revised Mitigation Measure 15-1***

(a) For each facility and for the applicable CoIWMP programs, a Fire Prevention Program shall be developed and implemented (in consultation with the Fire Marshal). This program shall detail both structural fire suppression mechanisms in the design of the facilities, such as fire sprinkler systems in facility buildings, as well as procedural programs for minimizing fire hazards.

(b) For each facility that handles hazardous materials and for the applicable CoIWMP programs, a Hazardous Materials Inventory and Emergency Response Plan shall be prepared and implemented (in consultation with the appropriate local agency).

(c) Private project sponsors shall pay development impact fees to cover the cost of additional fire protection services, if necessary.

- **Timing of Implementation** - (a), (b), (c) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 15-2

(a) For each new and expanded solid waste disposal facility, a Fire Prevention program shall be developed and implemented (in consultation with the Fire Marshal). This program shall entail both structural fire suppression mechanisms in the design of the facilities, such as fire sprinkler systems in facility buildings, as well as procedural programs for minimizing fire hazards.

(b) Private project sponsors shall pay development impact fees to cover the cost of additional fire protection services, if necessary.

- **Timing of Implementation** - (a), (b) Prior to project construction.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency.

Mitigation Measure 15-4

Any projects which involve discharge to waterways or stormwater runoff shall comply with the permitting provisions of the applicable Regional Water Quality Control Board.

- **Timing of Implementation** - Prior to project construction, during project construction, ongoing.
- **Implementation** - Lead Agency.
- **Monitoring** - Lead Agency, Regional Water Quality Control Board.

RESOLUTION NO. 2009-

RESOLUTION OF THE SONOMA COUNTY WASTE
MANAGEMENT AGENCY APPROVING THE 2009
AMENDMENTS TO THE COUNTYWIDE INTEGRATED
WASTE MANAGEMENT PLAN AND FORWARDING
THE 2009 AMENDMENTS TO THE CALIFORNIA
INTEGRATED WASTE MANAGEMENT BOARD IN
ACCORDANCE WITH THE CALIFORNIA INTEGRATED
WASTE MANAGEMENT ACT OF 1989 (AB 939)

The Sonoma County Waste Management Agency hereby finds and resolves as follows:

WHEREAS, the Sonoma County Waste Management Agency (the "SCWMA") became a Regional Agency on November 15, 1995, as defined under Section 40970 of the California Public Resources Code, representing the Cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma, the Town of Windsor, and the County of Sonoma; and

WHEREAS, the Countywide Integrated Waste Management Plan (the "CoIWMP") was approved by the California Integrated Waste Management Board (CIWMB) on April, 1996, and revised at annual intervals with the submission of the Assembly Bill 939 Annual Report to the CIWMB; and

WHEREAS, the 2009 Amendments to the CoIWMP were initiated by the SCWMA to amend and update the 2003 CoIWMP in accordance with AB 939. The 2009 Amendments to the CoIWMP propose to: (1) revise the Household Hazardous Waste Element to allow for the development of additional permanent household hazardous waste collection facilities in the County; and (2) revise the Siting Element to allow for out-of-County disposal of solid waste and to allow for future public or private ownership of regional disposal facilities.

WHEREAS, the 2009 Amendment to the CoIWMP was prepared in accordance with the California Integrated Waste Management Act of 1989; and

WHEREAS, the SCWMA held a duly noticed public hearing on June 17, 2009 to discuss the 2009 Amendments to the CoIWMP and the related environmental review under the California Environmental Quality Act (CEQA).

WHEREAS, on December 2, 2009 the SCWMA certified the Final Supplemental Program Environmental Impact Report (the "Final SPEIR") pursuant to CEQA, for the 2009 Amendments to the CoIWMP through the approval of Resolution No. ___, which is hereby incorporated by this reference. In adopting Resolution No. ___, the SCWMA considered the Final SPEIR and exercised its independent judgment in reviewing the Final SPEIR and all of the information and data in the administrative record, and all oral and written testimony presented to it during meetings and hearings. As part of this certification, the SCWMA considered the adverse impacts of the 2009 Amendments to the CoIWMP, as more fully detailed in the Final

SPEIR, and determined that the project benefits detailed in the Statement of Overriding Considerations in the Final SPEIR, outweighed those impacts.

NOW, THEREFORE, based on the record of this proceeding and the foregoing findings and determinations, the SCWMA hereby takes the following action:

Section 1. Adopts the Final 2009 Amendments to the CoIWMP attached hereto as Exhibit A, and hereby incorporated by this reference.

Section 2. Directs staff to forward a copy of the 2009 Amendments to the CoIWMP to the California Integrated Waste Management Board for consideration and adoption.

PASSED, APPROVED AND ADOPTED by the Sonoma County Waste Management Agency this 2nd day of December, 2009.

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



Agenda Item #: 9.2
Cost Center: Planning
Staff Contact: Carter
Agenda Date: 12/2/2009

ITEM: Third Amendment to the Agreement with ESA for Consulting Services for the 2009 Amendment to the ColWMP SPEIR

I. BACKGROUND

The SCWMA approved an agreement with ESA to study the environmental impacts of the amendments to the Sonoma Countywide Integrated Waste Management Plan at the November 28, 2007. This original agreement expired September 30, 2008.

At the October 15, 2008 SCWMA meeting, the Board approved the first amendment to the agreement with ESA for consulting services with regard to the Sonoma ColWMP project. This agreement extended the termination date to June 1, 2009.

At the June 17, 2009 SCWMA meeting, the Board approved the second amendment to the agreement with ESA, which extended the termination date to December 31, 2009.

II. DISCUSSION

This project is expected to be complete at the December 2, 2009 SCWMA meeting. However, any unforeseen delays that require ESA to continue participation in the project beyond December 31, 2009 would require an extension of this agreement.

This Third Amendment would extend the termination date to June 30, 2010 to allow for project completion.

III. FUNDING IMPACT

There are no funding impacts associated with extending the term of the agreement with ESA. No additional funds are requested in this amendment.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the Third Amendment of the Agreement with ESA for the ColWMP project, to extend the termination date of the Agreement.

Alternatively, if the project is completed at the December 2, 2009 SCWMA meeting, staff recommends not approving the Third Amendment of the Agreement with ESA for the ColWMP project.

V. ATTACHMENTS

Third Amendment to the Agreement between Environmental Science Associates and the Sonoma County Waste Management Agency for Consulting Services with regard to the Sonoma Countywide Integrated Waste Management Plan Amendment

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

THIRD AMENDMENT TO
AGREEMENT BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND ENVIRONMENTAL SCIENCE ASSOCIATES
FOR CONSULTING SERVICES WITH REGARD TO THE SONOMA COUNTYWIDE
INTEGRATED WASTE MANAGEMENT PLAN CEQA DOCUMENTS

This Third Amendment ("Amendment") to the Agreement for Consulting Services ("Agreement"), dated as of December 2, 2009, is by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, and Environmental Science Associates, a California Corporation, ("Consultant"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing Agreement.

R E C I T A L S

WHEREAS, Agency and Consultant entered into that certain Agreement to perform analysis required by CEQA for the Sonoma Countywide Integrated Waste Management Plan amendment, dated as of November 28, 2007 ("Agreement")

WHEREAS, Agency and Consultant amended this agreement as of October 15, 2008 ("First Amendment"); and

WHEREAS, Agency and Consultant amended this agreement as of June 17, 2009 ("Second Amendment"); and

WHEREAS, Agency is satisfied with services provided by Consultant and would like to continue receiving said services from Consultant; and

WHEREAS, the parties desire to amend the Agreement to extend the term of Agreement until June 30, 2010; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Section 3 Term of Agreement is hereby deleted and replaced in its entirety to read as follows:

3. Term of Agreement. The term of this Agreement shall be from Effective Date to June 30, 2010, unless terminated earlier in accordance with the provisions of Article 4 below.

AGENCY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By:

Vincent Marengo, Chair

CONSULTANT:

ENVIRONMENTAL SCIENCE ASSOCIATES

By:

Title:

APPROVED AS TO FORM FOR AGENCY:

Janet Coleson, Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Susan Klassen, Interim Executive Director