

SONOMA COUNTY WASTE MANAGEMENT AGENCY

January 20, 2010

9:00 a.m.

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

*****UNANIMOUS VOTE ITEM #7.1*****

Estimated Ending Time 11:30 a.m.

AGENDA

- | <u>ITEM</u> | <u>ACTION</u> |
|-------------|--|
| 1. | Call to Order/Introductions |
| 2. | <u>Attachments/Correspondence:</u>
Director's Agenda Notes
ESA Contingency Letter
Proposal from Local Government Services (LGS) to provide interim Executive Director Services; including an LGS brochure and a proposed SCWMA/LGS Agreement for Management and Administrative Services |
| 3. | <u>On file w/Clerk: for copy call 565-3579</u>
Resolutions approved in December 2009
2009-016 Appropriation Transfer from Organics Reserve to reimburse Sonoma Compost Company for Grinder Engine Replacement per agreement. |
| 4. | Public Comments (items not on the agenda) |
| 5. | Election of 2010 Officers |

CONSENT (w/attachments)

Discussion/Action

- | | |
|-----|--|
| 6.1 | Minutes of December 2, 2009 |
| 6.2 | Recycling Guide 2010 printing contract with Delta Web Printing |
| 6.3 | Outreach Summary 2009 |
| 6.4 | Eco-Desk (English and Spanish) Annual Reports 2009 |
| 6.5 | Carryout Bag Update |

REGULAR CALENDAR

ORGANICS

- | | | |
|------|---|-------------------|
| 7.1) | Amendment to Compost Agreement with Sonoma Compost Company
[Klassen](Attachment) | UNANIMOUS VOTE |
| 7.2) | Compost Relocation Update
[Carter] | Discussion/Action |

PLANNING

- | | | |
|------|--|-------------------|
| 8.1) | Public Hearing for Certification of Final SPEIR for the 2009 Amendment to the ColWMP
[Carter](Attachment) | Discussion/Action |
|------|--|-------------------|

ADMINISTRATION

- | | | |
|------|---|-------------------|
| 9.1) | Staffing Services Update
[Klassen/Coleson](Attachment) | Discussion/Action |
|------|---|-------------------|

HOUSEHOLD HAZARDOUS WASTE

- | | | |
|-------|--|-------------------|
| 10.1) | Emergency Response Agreement for HHW
[Steinman](Attachment) | Discussion/Action |
| 11. | Boardmember Comments | |
| 12. | Staff Comments | |
| 13. | Adjourn | |

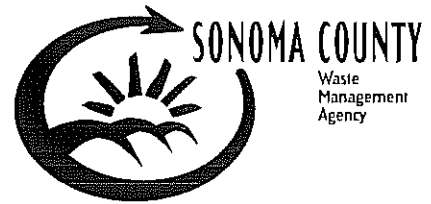
CONSENT CALENDAR: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact 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: JANUARY 20, 2010 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.

- 6.1) Minutes of November 2009
- 6.2) Recycling Guide 2010 printing contract with Delta Web Printing Employing a competitive RFP process for printing and distributing 20,000 extra English-version 2010 Recycling Guides, seven proposals were received. The lowest cost proposal was received from Delta Web Printing, Sacramento. **Requested action: Authorize the Chair to sign a Purchase Order with Delta Web Printing for printing and packaging of extra copies of the Sonoma County Recycling Guide 2010.**
- 6.3) Outreach Summary 2009 This staff report summarized education outreach including fairs/events, radio, utility bill inserts, on-line media and tours. Conducted by Agency staff and its contractors in 2009. **This item is informational only. No action is requested.**
- 6.4) Eco-Desk (English and Spanish) Annual Reports 2009 Usage of the English and Spanish language Eco-Desk, as well as the Agency's related web site at www.recyclenow.org, are tracked monthly. **This item is informational only. No action is requested.**
- 6.5) Carryout Bag Update Will update Board members on the status of carryout bag ordinances and related recycling and reduction efforts. **This item is informational only. No action is requested.**

REGULAR CALENDAR

ORGANICS

- 7.1) Amendment to Compost Agreement with Sonoma Compost Company The proposed Seventh Amendment to extend the term of the agreement to November 2011 is in response to the unknown conditions of the current composting site as well as scheduling/timing challenges of the relocation of the site. **Recommended Action: Approve the Seventh Amendment to the Composting Agreement. UNANIMOUS VOTE**
- 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: Subject to the BOS expressing interest in offering the property on the Central Landfill, staff is requesting direction from the Agency Board to include a combination of the Central Disposal Site and the Gray Property to be included in the EIR. Staff would return at the February 17, 2010 SCWMA meeting with an amendment to the agreement with ESA to accomplish these tasks. If the County Board of Supervisors does not offer a new location at the Central Disposal Site, staff recommends continuing the EIR with the current sites.**

PLANNING

- 8.1) Public Hearing for Certification of Final SPEIR for the 2009 Amendment to the ColWMP 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.

ADMINISTRATION

9.1) Staffing Services Update This item continues the discussion on the establishment of an, "at will" to the Agency, Executive Director position. **Recommended Action: Tentatively approve the draft agreements and authorize staff working with the Ad Hoc subcommittee and County HR and Counsel to finalize the agreements for Agency and Board of Supervisors approval, complete job description and proceed toward opening the recruitment. Give staff direction as to the hiring of an interim executive director**

HHW

10.1) Emergency Response Agreement for HHW At the December 2, 2009 Agency Board meeting, staff presented an outline of emergency response services to the Board. After much discussion, the Board members agreed to continue this item to the January 20, 2010 meeting. The purpose of this staff report is to provide the Board with options available in terms of removal and disposal of household hazardous waste during a disaster. **Recommended Action: There is no recommended action resulting from this agenda item.**



Memorandum

Date: December 11, 2009

To: Matt Fagundes, Project Manager, ESA

From: Susan Klassen, Interim Executive Director, SCWMA

Re: Request for Additional Funds

Mr. Fagundes:

In response to your request "Amendment to the ColWMP SPEIR Project - Request for additional funds" (and attached spreadsheet) dated December 7, 2009, the Sonoma County Waste Management Agency (SCWMA) will grant a partial approval.

In your request, four bullet points detailed the cost overruns from the budget in our agreement and amendments. SCWMA staff believes the second, third and fourth bullets are reasonable and justified requests. However, the first bullet was discussed with ESA previously, and at that time ESA believed the resultant deliverable was more efficient and the cost of its preparation would be offset. Therefore subtracting the first bullet out from the request, the SCWMA approves of the use of \$5,950 from the contingency task.

According to our Agreement, Task 7 "funds shall not be available to the consultant except by written authorization of the Sonoma County Waste Management Agency Executive Director." This letter hereby authorizes use of an amount not to exceed \$5,950 from Task 7 – Other Necessary Tasks.

If you have any further questions in this matter, please feel free to contact Patrick Carter at 707-565-3687 or pcarter@sonoma-county.org.

Thank you,

[Redacted Signature]
Susan Klassen
Interim Executive Director
Sonoma County Waste Management Agency

Susan Klassen

From: Janet E. Coleson [JColeson@rwglaw.com]
Sent: Friday, January 08, 2010 4:48 PM
To: Susan Klassen
Subject: FW: SCWMA proposal for interim Executive Director Services
Attachments: SCWMA-LGS agreement 12-28-09.pdf, LGS-RGS pamphlet 2009 Dec.pdf

-----Original Message-----

From: Richard Averett [mailto:raverett@rgs.ca.gov]
Sent: Monday, December 28, 2009 3:59 PM
To: Janet E. Coleson
Subject: FW: SCWMA proposal for interim Executive Director Services

From: Richard Averett
Sent: Monday, December 28, 2009 10:50 AM
To: 'jcoleson@rwglaw.com/415-421-8484'
Cc: 'tsmithlaw@comcast.net'; Jennifer Bower
Subject: SCWMA proposal for interim Executive Director Services

Ms. Coleson – Attached is a proposal from Local Government Services Authority to provide interim Executive Director services for Sonoma County Waste Management Agency. LGS is a joint powers authority that provides interim and on-going staffing and consulting services exclusively to other public agencies. We are, like the Agency, fee-for-service and non-profit.

Also attached is an informational flier about our organization, which has served over four dozen public agencies in California. I would be happy to discuss the proposal or our agency with you. If you have any questions, don't hesitate to call or email.

Richard Averett

Executive Director/CFO
Regional & Local Government Services Authorities
831.308.1508

NOTICE: This communication may contain privileged or other confidential information. If you are not the intended recipient of this communication, or an employee or agent responsible for delivering this communication to the intended recipient, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

REGIONAL GOVERNMENT SERVICES LOCAL GOVERNMENT SERVICES

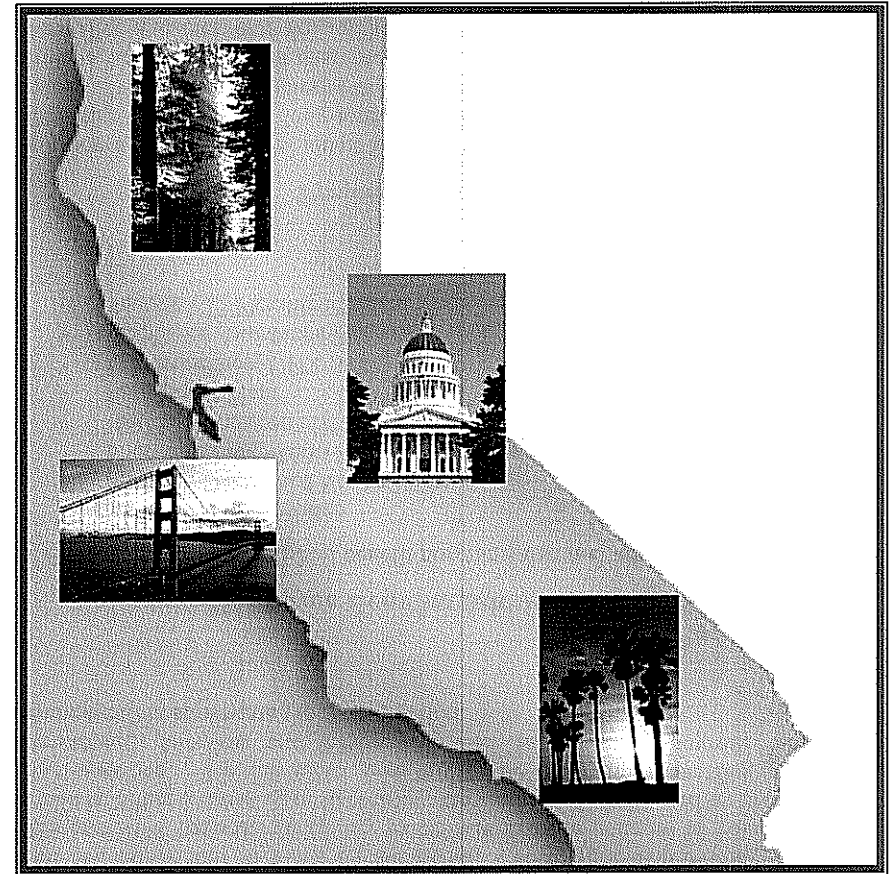
JOINT POWERS AUTHORITIES

Richard Averett

Executive Director
831.308.1508
raverett@rgs.ca.gov

Jennifer Bower

Director of Human Resources
650.587.7316
jbower@rgs.ca.gov



Innovative solutions for public sector staffing

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lgs.ca.gov • rgs.ca.gov

Updated as of December 2009



WHAT CAN LGS AND RGS DO FOR ME?

Local Government Services (LGS) and Regional Government Services (RGS) are Joint Powers Authorities formed by California local governments to serve the needs of cities, special districts, counties and other local government agencies. Local agencies continue to experience qualified staffing shortages, while demands for more services increase and long-term funding grows less certain. Retirement vacancies, grant-funded projects and creation of special purpose agencies put financial and management strains on local governments. LGS and RGS were established to provide a ready source of staffing and consulting to meet those needs. We employ former local government employees and other staff as appropriate to meet the needs of our clients – which are exclusively California local governments. All our employees are at 'will' and our administrative costs are extremely low – usually less than 10 percent of employee salary, benefits and insurance costs.

Many California government agencies have discovered the benefits of solving their staffing needs by working with RGS and LGS.



CLIENT LIST

Counties

County of Alameda
County of Marin

County of Monterey
County of San Mateo

Cities

Alameda	El Centro	Pacifica	Sausalito
Atherton	Half Moon Bay	Palo Alto	Stockton
Belmont	Hillsborough	San Carlos	Ukiah
Belvedere	Larkspur	San Mateo	Vallejo
Campbell	Los Altos	San Rafael	Yountville
Dublin	Los Altos Hills	Saratoga	Yuba City

Other Governmental Agencies

Association of Bay Area Governments	Midpeninsula Reg. Open Space District
CalFed Science Program	Monterey Local Agency Form. Comm.
Coastside Fire Protection District	SF Bay Water Transit Authority
Consortium IV	South Bayside Systems Authority
Marin Emergency Radio Authority	South Bayside Waste Mgmt. Authority
Marin General Services Authority	STARS Defined Contribution Program
Marin Telecommunications Authority	Transbay Joint Powers Authority
Marin County Transit District	Transportation Authority of Marin
Menlo Park Fire Protection District	Twin Cities Police Authority
Metropolitan Transportation Commission	Ventura Co Transportation Commission



SERVICES PROVIDED

Staffing

Whether you have a need for full-time, part-time, interim or project staffing, Local Government Services and Regional Government Services can meet that need and allow staff to focus on the agency's core work of providing service. LGS and RGS have the flexibility to quickly react to changes in your staffing demands, either increasing or decreasing the amount of staff based on changes in your workload. We can assist with any or all parts of the staffing process: recruitment, selection and hiring, as well as on-going payroll, benefits administration, supervision and termination.

Employee Benefits Administration

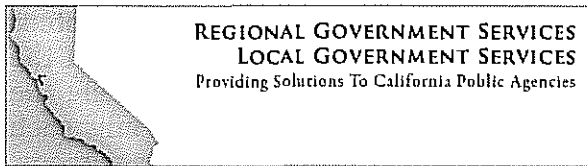
LGS and RGS have established benefit programs that include:

- Workers Compensation
- Medical, Dental and Vision Plans
- Short and Long-Term Disability
- Holiday, Vacation and Sick Leaves
- Retirement Plans
- Life Insurance, LTD, STD
- Employee Assistance Program
- Section 125 Flexible Medical Spending and Dependent Accounts

Project Management

Working with Local Government Services and Regional Government Services is beneficial for short- and long-term project staff. LGS and RGS have assisted both small and large agencies with vacancy backfills, spikes in workload, special projects, and grant-funded positions. We also provide full employment services to smaller agencies that do not have their own staffing. Some examples of projects LGS and RGS have assisted with are:

- Interim HR Directors and Finance Directors
- Policy Development and Administration
- Workload and Distribution Assessment
- Financial Operations Review
- Personnel Records Management
- Classification and Compensation Studies



Email: RAverett@rgs.ca.gov
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Carmel Valley, CA 93924

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PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the 1st day of February, 2010, by and between Sonoma County Waste Management Agency ("AGENCY"), a joint powers authority, and **Local Government Services Authority** (LGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That AGENCY desires to engage LGS to render certain services to it;
- B. That LGS is a management and administrative services provider and is qualified to provide such services to AGENCY; and
- C. That AGENCY has elected to engage the services of LGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by LGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

- 1.1 Standard of Performance.** LGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which LGS is engaged in the geographical area in which LGS practices its profession. LGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in LGS's profession.

1.2 Assignment of Personnel. LGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AGENCY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, LGS shall consider reassigning such person or persons. LGS's Executive Director will notify AGENCY's Chief Executive Officer in writing prior to assigning a different LGS employee to provide services other than the initial LGS Staff identified on Exhibit A.

1.3 Time. LGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy LGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. AGENCY has the sole discretion to determine if the services performed by LGS are satisfactory to the AGENCY, which determination shall be made in good faith. If the AGENCY determines that the services performed by LGS are not satisfactory, the AGENCY may terminate this agreement by giving written notice to LGS. Upon receipt of notice of termination by either Party, LGS shall cease performing duties on behalf of AGENCY on the termination date specified and the compensation payable to LGS shall include only the period for which services have been performed by LGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of LGS to AGENCY is that of an independent contractor and all persons working for or under the direction of LGS are its agents or employees and not agents or employees of AGENCY. AGENCY and LGS shall, at all times, treat all persons working for or under the direction of LGS as agents and employees of LGS, and not as agents or employees of the AGENCY. AGENCY shall have the right to control LGS only insofar as the results of LGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

- 5.2 LGS shall provide services under this Agreement through one or more employees of LGS qualified to perform services contracted for by AGENCY. Key LGS staff who will provide services to the AGENCY are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the AGENCY. The Executive Director will consult with AGENCY on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of AGENCY.
- 5.3 AGENCY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in Exhibit A.
- 5.4 AGENCY shall not have any right to discharge any employee of LGS from employment.
- 5.5 LGS shall, at its sole expense, provide for its employees providing services to AGENCY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide AGENCY with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, LGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by LGS and its agents, representatives, employees, and subcontractors. LGS shall provide proof satisfactory to AGENCY of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the AGENCY. LGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by LGS. LGS shall not allow any subcontractor to commence work on any subcontract until LGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to AGENCY. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 6.1 **Workers' Compensation.** LGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed

directly or indirectly by LGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, LGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or LGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the AGENCY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a AGENCY officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. LGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. LGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG

0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. AGENCY and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of LGS including the insured's general supervision of LGS; products and completed operations; premises owned, occupied, or used by LGS; and automobiles owned, leased, or used by LGS. The coverage shall contain no special limitations on the scope of protection afforded to AGENCY or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the AGENCY and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the AGENCY shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the AGENCY.

6.3 Professional Liability Insurance. Upon written request of AGENCY, LGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed \$1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, LGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The AGENCY shall have the right to exercise, at LGS's sole cost and expense, any extended reporting provisions of the policy, if LGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the AGENCY prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, LGS shall furnish AGENCY with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. LGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The AGENCY may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the AGENCY'S interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. LGS shall disclose to and obtain the approval of AGENCY for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of AGENCY'S Chief Executive Officer, LGS may increase such deductibles or self-insured retentions with respect to AGENCY, its officers, employees, agents, and volunteers. The AGENCY'S Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that LGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, LGS shall provide written notice to AGENCY at LGS's earliest possible opportunity and in no case later than five days after LGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies AGENCY may have if LGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, AGENCY may, at its sole option exercise any of the following remedies, which are alternatives to other remedies AGENCY may have and are not the exclusive remedy for LGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order LGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until LGS demonstrates compliance with the requirements hereof; and/or

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** LGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, LGS and any subcontractors shall comply with all applicable rules and regulations to which AGENCY is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** LGS represents and warrants to AGENCY that LGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that LGS is authorized by law to provide the services contemplated by this agreement. LGS represents and warrants to AGENCY that LGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 **Nondiscrimination and Equal Opportunity.** LGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. LGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of LGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that LGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the AGENCY. LGS hereby agrees to deliver those documents to the AGENCY upon termination of the Agreement. It is understood and

agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the AGENCY and are not necessarily suitable for any future or other use.

8.2 Confidential Information. LGS shall hold any confidential information received from AGENCY in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, LGS shall return materials which contain any confidential information to AGENCY. For purposes of this paragraph, confidential information is defined as all information disclosed to LGS which relates to AGENCY past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. AGENCY shall notify LGS what information and documents are confidential and thus subject to this section 8.2.

8.3 LGS's Books and Records. LGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the AGENCY under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires LGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the AGENCY. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of the AGENCY, for a period of 3 years after final payment under the Agreement.

Section 7. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 8. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 9. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of

this Agreement.

Section 10. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 11. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 13. Indemnity

15.1 LGS's indemnity obligations. LGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which LGS has performed this Agreement. Thus, LGS's indemnity obligations will arise when any claim or demand is made against AGENCY which premises AGENCY'S liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of LGS's employees or subcontractors;
- b. the negligent acts or omissions of LGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of LGS or its officers, directors, employees, or agents.

Further, LGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to AGENCY, an LGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, LGS's obligation for any payments to such a claimant shall be limited to those payments which AGENCY may be required to pay.

- 15.2 AGENCY'S indemnity obligations.** AGENCY shall indemnify, defend and hold harmless LGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with AGENCY, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of AGENCY'S actions as a governmental entity. Thus, AGENCY shall be required to indemnify and defend only under circumstances where a cause of action is stated against LGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of LGS, its employees, or agents; and
- c. where a AGENCY employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever AGENCY owes a duty hereunder to indemnify LGS, its employees or agents, AGENCY further agrees to pay LGS a reasonable fee for all time spent by any LGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services she has provided under this Agreement.

Section 14. Notices. All notices required by this Agreement shall be given to AGENCY and LGS in writing, by first class mail, postage prepaid, addressed as follows:

AGENCY: Sonoma County Waste Management Agency
2300 County Center Drive, Ste. B-100
Santa Rosa, CA 95403

LGS: Local Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2010 **AGENCY**

By: _____
Vince Marengo, Board Chair

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Janet Coleson, Agency Counsel

DATED: _____, 2010 **LOCAL GOVERNMENT SERVICES**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Sky Woodruff, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

LGS shall assign an LGS employee or employees to serve as the AGENCY's Interim Executive Director which position requires performing the functions as described below:

- Perform the functions as described in the Agency's Executive Director job description and as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Be reasonably available to perform the services during emergency situations.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Perform related work as required.

Such employee(s) may perform services at the AGENCY offices available in Santa Rosa or at other locations.

LGS will provide interim Executive Director services for four months from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

COMPENSATION

1. **Fees.** The AGENCY agrees to pay to LGS the full cost of compensation and support, as shown in Exhibit A, for the assigned LGS employee(s). Compensation is shown on a monthly basis.

LGS and AGENCY acknowledge and agree that compensation paid by AGENCY to LGS under this Agreement is based upon LGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the monthly rate shown below for "LGS Staff" will be made for changes to the salary and/or benefits costs provided by LGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which LGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of LGS's Administrative Cost.** The AGENCY shall reimburse LGS for overhead as part of the monthly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the monthly rate. Direct external costs will be invoiced to the AGENCY when received and without mark-up. These external costs will be due upon receipt.

3. **Terms of Payment.** LGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month for which they are due and shall be delinquent if not paid within 20 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the AGENCY fails to pay any undisputed amounts due to LGS within 15 days after payment due date, then the AGENCY agrees that LGS shall have the right to consider said default a total breach of this Agreement and the duties of LGS under this Agreement may be terminated by LGS upon 10 working days advance written notice.

Payment Address. All payments due LGS shall be paid to:
LGS
C/O McGilloway & Ray Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

LGS STAFF

NAME	POSITION	MONTHLY RATE
Tim Smith	Interim Executive Director	12,487.50

The start date for the services to be performed is February 1, 2010, and this agreement is anticipated to remain in force through May 30, 2010. This agreement is for a not-to-exceed amount of \$49,950 covering the four month period of February 1 through May, 30, 2010

RESOLUTION NO. 2010-001

Dated: January 20, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") ELECTING A CHAIR, A VICE CHAIR
AND A CHAIR PRO TEMPORE

WHEREAS, Resolution No. 92-002 requires Agency to elect a Chair, a Vice Chair, and a Chair Pro Tempore at the first meeting in each calendar year.

NOW, THEREFORE BE IT RESOLVED that having first been duly elected by this Agency, _____, representative from _____, and _____, representative from _____, and _____, representative from _____, shall serve as Chair, Vice Chair and Chair Pro Tempore, at the will and pleasure of this Agency for a period of one year commencing with the date of this resolution.

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

<u>YEAR</u>	<u>CHAIR</u>	<u>CITY</u>
1992-3	Carl Leivo	Rohnert Park
1994	Marsha Sue Lustig	Cotati
1995	Carol Chase	Cloverdale
1996	Barbara Jason-White	Healdsburg
1997	Patricia Wagner	Sonoma
1998	Marc Richardson	Santa Rosa
1999	Sam Salmon	Windsor
2000	Sue Kelly	Sebastopol
2001	Jim Ryan	Petaluma
2002	Dick Ashford	Sonoma
2003	Dave Knight	Sonoma County
2004	J. Matthew Mullan	Windsor
2005 (through Sept)	Jennifer Murray	Cloverdale
2005 (Oct-Dec)	Dennis Dorch	Cotati
2006	Sue Kelly	Sebastopol
2007	Dell Tredinnick	Santa Rosa
2008	Tim Smith	Rohnert Park
2009	Vince Marengo	Petaluma



Agenda Item #6.1

MINUTES OF DECEMBER 2, 2009

The Sonoma County Waste Management Agency met on December 2, 2009, for a Special Meeting at the Board of Supervisors Chambers, 575 Administration Drive, Room 100A, Santa Rosa, California 95403.

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	Phil Demery

STAFF PRESENT:

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

1. CALL TO ORDER SPECIAL MEETING/INTRODUCTIONS

The special meeting was called to order at 9:05 a.m.

2. ATTACHMENTS/CORRESPONDENCE

Chair Marengo, called attention to the Director's Agenda Notes

3. ON FILE WITH CLERK

Chairman Marengo noted the resolution approved in October 2009, on file with the clerk.

4. PUBLIC COMMENTS (items not on the agenda)

Ken Wells, Guiding Sustainability, reported that the California Product Stewardship Council (CPSC) was awarded a grant through Del Norte and the California Integrated Waste Management Board (CIWMB) to provide education about Extended Producer Responsibility (EPR). The funding is available to provide support to local governments in terms of adopting policies as well as support for resolutions. Ken Wells offered to assist any cities interested in adopting a policy. The contract is a 2 year contract and the SCWMA was the first regional agency in California to adopt EPR and helped to create the CPSC. The cities of Petaluma and Rohnert Park have adopted EPR resolutions.

CONSENT

5.1 Minutes of October 21, 2009

5.2 3rd 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**

Christa Johnson, Windsor, asked that items 5.3 and 5.6 be pulled from the consent calendar.

Marsha Sue Lustig, Cotati, moved to approve items 5.1, 5.2, 5.4, 5.5, 5.7 & 5.8. Dell Tredinnick, Santa Rosa, seconded. Motion passed.

5.3 Home Composting Annual Report

Ms. Johnson noted that Windsor's Farmers Markets had been excluded from the list of events attended by the Master Gardner's. Windsor schools had not been included either, she would like to see them both included as presentation sites in the future.

Ms. Lustig added that the elementary school in Cotati had not been visited, and she encouraged the Master Gardner's to make contact with Thomas Page School.

Christa Johnson, Windsor, moved to approve this item, Marsha Sue Lustig, Cotati, seconded. Item 5.3 approved.

5.6 Emergency Response Agreement for HHW

After much discussion, the Boardmembers agreed to continue this item to the January 20, 2010 meeting.

REGULAR CALENDAR

HOUSEHOLD HAZARDOUS WASTE

6.1 CONTRACT AWARD FOR HOUSEHOLD HAZARDOUS WASTE FACILITY EXPANSION

Chairman Marengo explained that this item had been discussed at two previous board meetings, and asked the Boardmembers if they had any additional questions or comments on this item before the vote.

Dell Tredinnick, Santa Rosa, moved to approve the award of 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 and to authorize the Chair to execute the construction contract with Page Construction Company. Christa Johnson, Windsor, seconded. Motion approved unanimously.

6.2 MOU FOR SPUD POINT MARINA DOCKSIDE PUMP

Ms. Steinman presented the staff report and recommended approval of the Memorandum of Understanding, which would require the Agency to pay \$8,181.59 to Sonoma County Regional Parks Department for a dock-side pump out machine. 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.

Chairman Marengo directed staff to follow-up on questions raised by the City of Santa Rosa regarding whether there a charge for boat owners to use the pumps there a permanent solution? Who owns the pump after a permanent solution is found?

Ms. Steinman explained that there currently isn't a permanent solution. The pump will be the property of the Regional Parks Department not the Agency. Ms. Steinman offered to check with the CIWMB Grant manager to find out if there is a time limit the pump would need to be at the site since it would be paid for by grant funds.

Steve Barbose, Sonoma, moved to approve the MOU between the Sonoma County Waste Management Agency and the County of Sonoma. Dell Tredinnick, Santa Rosa, seconded. Motion approved.

ORGANICS

7.1 SONOMA COMPOST COMPANY Seventh AMENDMENT

Susan Klassen, Executive Director, explained this item has two parts; there's a commitment to reimburse the Contractor as per the existing Agreement and a response to a request for extension of the Agreement by the Contractor.

The Contractor and the Bay Area Air Quality Management District have been working to get the 1,000 horsepower engine on the grinder into compliance of new air district requirements. The Contractor has explored options and determined the most cost effective option is to install a new engine on the existing grinder. The total cost of installation of a new engine, grinder rental, permits and taxes is \$184,799, under the terms of the existing Agreement if an event like this occurs, the Contractor is obligated to pick up the first \$100,000 of such an expense and the Agency is obligated to pick up the rest.

Part two of this item involves extending the current Agreement past November 2010, to November 2011.

Alan Siegle, Sonoma Compost Company, said the request for extension makes sense until a new composting site is up and operational.

Public Comment

Tim Smith, Lanahan & Reilly, on behalf of Sonoma Compost Company, said the primary issue is that as of July 2010, no more green waste can be accepted at Sonoma Compost Company unless the Agreement is extended.

Robert Hillman, described a process that takes all biomass, green waste included, and converts it to fuel. He expressed a desire to work with the other compost companies to divide feedstock.

Boardmember Comments

After much discussion by the Boardmembers, Steve Barbose made a motion to approve the appropriation transfer to reimburse the contractor per Section 4.2.2 in the existing Agreement. Dan Schwarz, Rohnert Park, seconded. The reimbursement to Sonoma Compost Company was approved unanimously.

With so much uncertainty around the compost site, staff was given direction to return to the January meeting with a discussion of an appropriate length of extension and if it should be tied to the opening of new facility. The extension of the Agreement was continued to the January 20, 2010 meeting.

Specific direction to staff was to strike all language regarding amortization when it comes back to the January meeting.

Dan Schwarz, Rohnert Park, suggested inviting the Contractor to speak at the January meeting and comment about the challenges of doing business with the uncertainty of the current situation. He requested a list of bullets enumerating what information is needed to move

forward and a recommendation from the ED and her staff as to the length of an extension and why.

Mike Kirn, Healdsburg, expressed discomfort with the Section 16.1 of the Amendment "Normal Expiration effective 7/15/2011 County shall stop accepting wood and yard debris" he felt it was too broad and too all empowering to the County, and that it puts a big burden on the Agency and the Cities to find a home for that material. He inquired if there was ever a response to the Agency's letter to Chairman Kelley?

Chairman Marengo asked staff to attach prior Agreements to the January 20, 2010 staff report.

Chairman Marengo called for a break at 11:00 a.m.

Meeting reconvened at 11:08 a.m.

7.2 COMPOST RELOCATION UPDATE

Mr. Carter explained that Environmental Science Associates was hired in August 2007 to assist the Agency with the selection, conceptual design and preparation of CEQA documents for a new compost site in Sonoma County. Updates on this project have been presented at subsequent meetings.

The Agency was made aware of a property adjacent to the existing compost facility, the Gray property. ESA visited that property in October to conduct a fatal flaw analysis. Potential actions include looking at different uses for the Gray property, adding the Gray property to the existing EIR at an additional cost, or using additional land at the Central Disposal site (approx 17 acres west of the current compost site) and constructing a detention pond on the Gray property to ensure zero discharge.

It would cost between \$50,000.00 to \$60,000.00 to include the analysis in the existing EIR.

Chairman Marengo was expressed interest in completing an EIR on the Gray property.

Jack Griffin, Sebastopol, suggested obtaining a grading analysis.

Paul Miller, ESA, said he spoke with HDR about a range of estimates and was told \$250,000.00 for the cut amounts would be a good estimate.

Dan Schwarz returned to the meeting at 11:33 a.m.

Public Comment

Tim Smith, former SCWMA member, said the Board and staff should be congratulated for their hard work on this project. He felt it was unlikely that a new site would get a unanimous vote from the Agency Board, and if there was an opportunity to stay at the current site or expand the existing site, he hoped the Board would approve the funds to do that.

Margaret Coleberg, resident of Stage Gulch Road, presented a list of objections to placing a compost site at site #40 signed by six nearby residents.

Direction was given to staff to return to the January meeting with a synopsis of the DEIR, look at the Gray property and the Central Disposal Site further and also bring the amendment to the ESA Agreement.

7.3 GREEN HAULING AGREEMENT

Susan Klassen said the current operation with transport of green waste and wood waste from the transfer stations to the compost facility is paid for by the Agency under the auspice of an existing agreement the County has for outhaul. Since divestiture is not going forward, all of the County

outhaul Agreements will expire in August 2010. The Board of Supervisors gave direction to DTPW to do an RFP for transport and outhaul of green waste. 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. The County expects the operations and transportation agreement to become effective September 2010.

Dell Tredinnick left the meeting at 12:03 p.m.

Dan Schwarz, Rohnert Park, moved staff's recommendation to join in with the County in the RFP process. Staff will return to the Board with a draft reimbursement Agreement between the County and the Agency. Jack Griffin, Sebastopol, seconded. Santa Rosa absent.

PLANNING

9.1 PUBLIC HEARING FOR CERTIFICATION OF FINAL SPEIR FOR COIWMP REVISION

This item was continued to the 1/20/2010 meeting.

Steve Barbose left the meeting at 12:21 p.m.

9.2 EXTENSION OF ENVIRONMENTAL CONTRACT WITH ESA

Mr. Carter explained the current project with ESA was expected to be completed by December 2, 2009, but any delays would require ESA to continue the project beyond December 31, 2009, and would require an extension of the current Agreement.

This Third Amendment would extend the termination date to June 30, 2010 to allow for project completion.

Marsha Sue Lustig, Cotati, moved to approve the extension of the environmental contract with ESA. Dan Schwarz, Rohnert Park, seconded. Santa Rosa and Sonoma absent.

The Chair called a short recess at 12:25 p.m.

Marsha Sue Lustig left the meeting at 12:25 p.m.

Meeting reconvened at 12:35 p.m.

ADMINISTRATION

8.1 STAFFING SERVICES UPDATE (Continued from 10/21/2009 meeting)

Direction was given to the staffing subcommittee to meet prior to the January meeting and work on a redlined draft agreement as well as a redlined draft of the position description and bring both of those documents to the January Agency meeting.

This item was continued to the 1/20/2010 meeting.

Public Comment

Tim Smith, former SCWMA Boardmember, said one goal for the new Executive Director is to insure there is an Agency after 2017.

Ken Wells, Guiding Sustainability, commented that the South Napa/Vallejo Solid Waste Authority is currently recruiting for an Executive Director, the Agency may want to piggy back on their effort.

10. BOARDMEMBER COMMENTS

Vince Marengo, summarized that items 5.6, 7.1, 7.2 (Part 2, extension of Agreement), 8.1 and 9.1 would be continued to the January 20, 2010 meeting.

Dan Schwarz, Rohnert Park, said he is challenged by what's required of the Agency. He requested that staff create a report to become a living document defining the Agency's mandates and activities the Agency Board decided it should do that is not mandated.

Chairman Marengo said there's a December 4, 2009 meeting 'Bay Area Hazardous Waste Management Facility Allocation Committee', some elected officials will attend and he would like to hear from staff a small synopsis of how that turns out.

Also, the CIWMB Climate Action Network, announced the release of a sample mandatory commercial recycling ordinance. Executive Director, Susan Klassen said that Yvonne Hunter, who helped develop that ordinance, spoke at a recent event she attended, she suggested inviting Yvonne to speak at an upcoming Agency meeting.

Dan Schwarz commented that he enjoyed meeting in the Board chambers and would entertain a discussion to move the meeting to the Board chambers or a similar meeting room.

Phil Demery announced that at the December 8th, 2009, Board of Supervisors meeting there will be a board action related to not just short term interim operations, but also a decision making model that engages City Councils, the Board and the public in defining long-term solid waste management strategies. An invitation letter was sent to City Managers, Mayors, and City Councils.

11. STAFF COMMENTS

Susan Klassen, reminded everyone of the annual shutdown of HHW Facility for maintenance from December 21st to January 6th.

12. ADJOURNMENT

Meeting adjourned at 1:05 p.m.

Respectfully submitted,
Elizabeth Koetke

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

- Technical Memo Re: Composting Facility Site Evaluation – Gray property Fatal Flaw Analysis
- Letter from public concerning potential compost site #40
- Notice re: HHW Facility Closure 12/21/09 to 1/6/2010



Agenda Item #: 6.2
 Cost Center: Education
 Staff Contact: Chilcott
 Agenda Date: 1/20/2010

ITEM: Purchase Order with Delta Web Printing for printing and packaging of extra copies of the 2010 Sonoma County Recycling Guide

I. BACKGROUND

Historically, the Agency has contracted for printing 20,000 extra copies of the Sonoma County Recycling Guide for distribution at fairs, Chambers of Commerce, etc. Printing of Spanish language Recycling Guides as included in the Work Plan for FY 09/10 will be negotiated at a later date.

II. DISCUSSION

Employing a competitive Request for Proposal (RFP) process, staff distributed proposals to the following companies capable of printing on recycled newsprint.

Sonoma County companies receiving RFPs	Out-of-County companies receiving RFPs
<ul style="list-style-type: none"> Barlow Printing, Inc., Cotati GPM Print Mail Solutions, Rohnert Park Healdsburg Printing, Inc., Healdsburg Impress Northwestern, Santa Rosa North Bay Publishing, Santa Rosa Sonoma Valley Publishing, Sonoma 	<ul style="list-style-type: none"> Advanced Printing, Sacramento Alonzo Printing, Hayward American Lithographers, Sacramento Delta Web Printing, Sacramento Lighthouse Lithographers, West Sacramento Print Partners.com, Novato

The RFP process required proposers to fill out a bid sheet detailing costs (image setting and proofs, printing, packaging and delivery). In addition proposers were asked to submit three samples of printed documents similar in quality to the Recycling Guide 2009 and to provide three references. Seven proposals were received.

Name of proposer	Proposal amount	Proposal complete
Delta Web Printing, Sacramento	\$5,715.40	Yes
Barlow Printing, Inc., Cotati	\$6,342.06	Yes
North Bay Publishing Solutions, Santa Rosa	\$6,458.65	No, samples of publications missing
Alonzo Printing, Hayward	\$6,899.63	Yes
Healdsburg Printing, Inc., Healdsburg	\$8,715.66	Yes
GPM Print Mail Solutions, Rohnert Park	\$9,452.34	No, samples of publications missing
Advanced Printing, Sacramento	\$11,451.00	Yes

The lowest cost proposal was submitted by Delta Web Printing. As a comparison, the Agency paid \$8,747.01 to Healdsburg Printing, Inc for similar services in printing and packaging the 2009 Recycling Guide.

III. FUNDING IMPACT

The proposed Purchase Order for printing and packaging of extra copies of the Recycling Guide 2010 is within the amount budgeted in the Education Contract Services 799411-6450 for FY 09/10.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Agency staff recommends the Chair sign the attached Purchase Order with Delta Web Printing for printing and packaging of extra copies of the Sonoma County Recycling Guide 2010.

V. ATTACHMENTS

Purchase Order with Delta Web Printing. for printing and packaging of extra copies of the Sonoma County Recycling Guide 2010

Resolution of the Sonoma County Waste Management Agency approving the Purchase Order with Delta Web Printing for Printing and Packaging of the Sonoma County Recycling Guide 2010.

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

Scope of work for printing and packaging of the Sonoma County Recycling Guide 2010

Exhibit A

SCOPE OF WORK

A. QUANTITY

A total of 20,000 Guides are to be printed.

B. IMAGE SETTING

The Agency will supply thirty-two (32) pages of camera ready copy sized 9.3125" x 10.8125" (the odd shape results from an initial printing in the AT&T Yellow Pages Phone book) on Mac formatted CD to the Contractor on **MARCH 11, 2010**. Pages should be proportionally scaled to approximately 8 3/8" x 10 1/2" for printing. Artwork will be created using a combination of Illustrator CS3 and InDesign CS3.

C. PRINTING

1.

Stock:	32 pages 34# 60 to 100% post-consumer recycled Rebrate Blue Heron (or similar)/ 4 pages (front/back cover) 60# 30 to 100% post-consumer offset recycled Husky (or similar).
Printing:	32 pages in 4 color process with bleed of color on all pages. For consistency of the product, it is important that the paper selected for the cover and for the inside pages have a similar tone.
2. The Guides are to be bound (staple or glue) in booklet form and trimmed.
3. The Agency requires a color proof of all pages on **MARCH 18, 2010** for review. Proofs should be an accurate representation of the final product. Delivery charges are to be the responsibility of the Contractor. Give at least 3 days for review by Agency staff.

D. PACKAGING AND DELIVERY

Packaging and labeling guidelines

1. All materials must be packaged in cartons, with a maximum of 150 guides per carton.
2. Each carton must be clearly labeled to identify the quantity contained in each carton.

Delivery

1. Guides should be delivered to the Agency's storage locker on or before **APRIL 9, 2010** between the hours of 10am-5pm at the following address:
Lock It Up Storage
3570 Airway Dr.
Santa Rosa, CA 95403
Please contact Agency staff to arrange exact delivery time.

RESOLUTION NO.: 2010-

DATED: January 20, 2010

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY"),
APPROVING THE PURCHASE ORDER WITH DELTA WEB PRINTING FOR PRINTING AND
PACKAGING OF THE SONOMA COUNTY RECYCLING GUIDE 2010

WHEREAS, all Agency member jurisdictions in Sonoma County have committed to educating all residents in the county as to how they can reduce, recycle and reuse; and

WHEREAS, Sonoma County has provided extra copies of the Recycling Guide as a public service;
and

WHEREAS, Agency staff has completed a competitive RFP process for printing services; and

WHEREAS, Delta Web Printing, submitted a complete and cost-effective printing and packaging proposal; and

WHEREAS, the Agency wishes to contract with Delta Web Printing to print and package 20,000 Recycling Guides 2010 at a cost that shall not exceed \$5,715.40.

NOW THEREFORE, BE IT RESOLVED that the Sonoma County Waste Management Agency ("Agency") authorizes the Agency Chairman to sign the purchase order, subject to Agency counsel review and approval, in an amount that shall not exceed \$5,715.40.

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



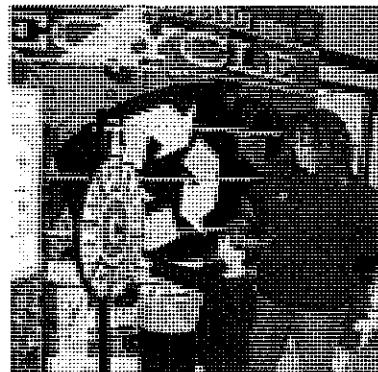
Agenda Item #: 6.3
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 1/20/2010

ITEM: 2009 Outreach Summary

I. BACKGROUND

This report summarizes outreach conducted in 2009 by Agency staff and its contractors. As defined by the Agency's Work Plan for 09/10, adopted by the Board on February 18, 2009, outreach efforts focused on E-waste and SonoMax.org. In addition, the work plan included Agency staff support for advertising monthly E-waste events.

Figure 1: E-waste display at Cloverdale Citrus Fair



II. DISCUSSION

A number of tools were used for outreach including staffing fairs/events, radio, utility bill inserts, on-line media and tours. The following tallies these outreach efforts in 2009.

Fairs/events:

Overall, the Agency participated in 43 events representing 69 outreach days. 18 events targeted Spanish-speaking people. Displays were tailored to the audience; the SonoMax.org display

Figure 2: Cinco de Mayo event



was used at business-related events; E-waste displays were used for a general audience. A number of different sized displays were created including English and Spanish table-top display and a large 10'x10' booth. Brochures about the Agency's programs were distributed at all events.

To foster more opportunities for Spanish language outreach at events, the Agency has partnered the outreach effort of the Sonoma County Water Agency and the Sonoma County Dept of Environmental Health "Keep Sonoma Clean" campaign to help prevent illegal dumping.

Events completed in 2009:

Theme	Date	City	Fair
SonoMax.org	Jan 14	Santa Rosa	North Bay Business Journal Book of Lists event
SonoMax.org	Jan 21	Rohnert Park	State of the County breakfast
SonoMax.org	Feb 3	Windsor	Windsor Business Expo
Ewaste	Feb 13-16	Cloverdale	Cloverdale Citrus Fair
Veggies	Feb 29	Santa Rosa	Business Environmental Alliance EDB
SonoMax.org	Mar 4	Healdsburg	Healdsburg Business Chamber of Commerce event
SonoMax.org	Mar 12	Santa Rosa	Construction Technology Expo
SPANISH Eco-Desk	Mar 14	Santa Rosa	Cesar Chavez Event
SonoMax.org	Mar 20	Sonoma	Sonoma Valley Chamber of Commerce Business Expo

Used oil	Mar 22	Santa Rosa	Santa Rosa Boat and RV Show
E-waste	Apr 2	Sonoma	Green Drinks club
E-waste	Apr 19	Windsor	Earth Day on the Green
SPANISH Eco-Desk	Apr 22	Santa Rosa	Sonoma Cutrer Winery Earth Day BBQ
SPANISH Eco-Desk	Apr 26	Petaluma	Dia del Nino Event
SPANISH Eco-Desk	Apr 26	Santa Rosa	Dia del Nino Event
SPANISH Eco-Desk	May 5	Roseland	Cinco de Mayo Celebration
E-Waste	May 6	Santa Rosa	County Employees Recognition Week
E-waste	May 12	Rohnert Park	LEMO business event
SonoMax.org	May 14	Santa Rosa	Santa Rosa Chamber of Commerce Business Expo
Used Oil	May 20	Santa Rosa	Wed. night market
SonoMax.org	May 21	Santa Rosa	Business Journal Construction conference
SPANISH Eco-Desk	May 23	Cloverdale	Cloverdale Heritage Day
Used Oil	May 27	Santa Rosa	Wed. night market
Used Oil	Jun 3	Santa Rosa	Wed. night market
Used Oil	Jun 10	Santa Rosa	Wed. night market
Used Oil	Jun 11	Santa Rsoa	Peggy Sue Cruise car show
E-waste	Jun 24-28	Petaluma	Sonoma-Marin Fair
E-waste	Jul 28-Aug 9	Santa Rosa	Sonoma County Fair
SonoMax.org	Aug 28	Forestville	Forestville Chamber of Commerce Biz Expo
SPANISH Eco-Desk	Sept 12	Cloverdale	Downtown Cruise
SPANISH Eco-Desk	Sept 13	Sonoma	Mexican Independence Day Celebration
E-waste	Sept 17	Santa Rosa	Green Vendor Fair, City of Santa Rosa
SPANISH Eco-Desk	Sept 18	Roseland	PG&E Green Your City Day
SPANISH Eco-Desk	Sept. 26	Cotati	West Santa Rosa Health and Wellness Fair Meadow View School
E-waste	Sept. 27	Santa Rosa	Handcar Regatta
E-waste	Sept. 30	Petaluma	SRJC Environmental Health and Safety Fair
SPANISH Eco-Desk	Oct. 4	Healdsburg	Alianza Clinic and Healdsburg District Hospital
SonoMax.org	Oct. 8	Sebastopol	Sebastopol Chamber of Commerce Business Expo
SPANISH Eco-Desk	Oct. 11	Windsor	Bi-national Health Week
SonoMax.org	Oct. 15	Santa Rosa	Mark West Chamber of Commerce Harvest Faire Business Showcase
SPANISH Eco-Desk	Oct. 17	Santa Rosa	End of Harvest Fiesta and Health Awareness Event
SPANISH Eco-Desk	Oct. 18	Petaluma	Día de los Muertos/Day of the Dead Celebration
E-waste	Oct. 24	Santa Rosa	International Climate Action Campaign Chops Teen Center
E-waste	Nov. 18	Santa Rosa	Santa Rosa Junior College Bertolini Green Project
SPANISH Eco-Desk	Dec. 16-23	Petaluma Rohnert Park Windsor Healdsburg Santa Rosa Cloverdale	Las Posadas organized by Radio Lazer

Utility bill inserts:

free e-waste recycling event
Dec. 5-6, 2009 8:30 am - 4:30 pm

What we accept:
Computer equipment (computers, monitors, laptops, keyboards, printers, mice, tape & zip drives, etc.)
TVs & consumer electronics (VCRs & DVD players, gaming devices, stereos, PDAs, cell phones, cables, etc.)
Office equipment (telephones, fax machines, shredders, etc.)
Kitchen & household appliances (microwaves, toasters, toasters, etc.)

North Windsor Park & Ride Old Redwood Hwy, north of Arata Ln. (In the parking lot)

We will not accept:
Large appliances (refrigerators, freezers, ovens, stoves, dishwashers, air conditioners, water heaters, etc.)
Small motor items (lawn mowers, weed whackers, etc.)

Please remove batteries from devices. No fluorescent light bulbs.

Sponsors:   

www.recyclenow.org

The opportunity to distribute inserts in utility bills is available in certain communities. Inserts efficiently broadcast general topics to a large audience and are especially useful in advertising monthly E-waste events. In 2009, 114,999 utility bill inserts were distributed. To share in the cost of printing fliers, the Agency partnered with the Sonoma County

Department of Transportation Public Works to advertise "Reduced Hours at Refuse Disposal Sites" and with the Sonoma County Water Agency to advertise the "Qualified Water Efficient Landscaper" program. In addition, Agency funds were leveraged with CIWMB grant money advertising the SonoMax.org program. In summary:

Month	Area	Number of utility bill inserts distributed	Theme and partner
January 2009	Petaluma	21,000	E-waste/SonoMax.org (distributed via Green Waste Recovery garbage customer billing)
March 2009	Santa Rosa	49,000	E-waste event/SonoMax.org
June 2009	Cotati-Rohnert Park	1,500	E-waste event/Recycling Guide 2009 (distributed to County Refuse billing customers and through the Community Voice)
July 2009	Healdsburg	6,000	E-waste/SonoMax.org
September 2009	Sebastopol	2,800	E-waste/County Disposal Site Reduced Hours
October 2009	Petaluma	21,000	E-waste/County Disposal Site Reduced Hours
November 2009	Sonoma	4,399	E-waste/County Disposal Site Reduced Hours
December 2009	Windsor	9,300	E-waste/Sonoma County Water Agency QWEL program
Total number utility bill inserts distributed		114,999	

Please note that because a new E-waste collection schedule was finalized in March 2009, there was not enough lead time to arrange for utility bill inserts for the Santa Rosa April 18, April 19 and May 2 & 3 e-waste events. To advertise these collections and to advertise e-waste events in the unincorporated area, radio (KZST and Maverick Media) was utilized.

Radio advertising:

Radio was used to advertise e-waste collection events, SonoMax.org and used oil/filter recycling.

The Agency spent \$5,916 on Maverick Media's 6-month "Advantage Plan" which was partly paid for by grant funds (SonoMax.org 4-months, June, July, October and November at \$3,944) and e-waste advertising for Guerneville and Sebastopol (E-waste 2-months—August and September at \$1,972). Maverick Media. represents five radio stations including:

- FM 101.7 the FOX
- Froggy FM 92.9 Country
- KSRO AM 1350
- 97.7 the River Classic Rock
- Mix 104.9 Hot adult contemporary

To reach our targeted audience, ads concentrated on KSRO 1350AM News Talk and 97.7 FM the River Classic Rock stations. Ads on these stations ran 52x per week from June-November. In addition to 60 second professionally produced spots, Maverick Media offered streaming on-line ads and program information on their web sites. Maverick Media's "Green Living" web site provides a compilation of environmental services <http://www.ksro.com/Recycle/home.aspx>

KZST Radio "Surf for Point" radio was used to help advertise the May 2 & 3 Santa Rosa E-waste event.

Using \$10,000 from the CIWMB Used Oil Grant, C2 Alternative Services conducted a recycling used oil/filter radio campaign in spring 2009, emphasizing oil filter recycling. Radio stations included:

KZST Redwood Empire Broadcasters:

- KJZY FM
- K106.3 FM
- As part of this promotion we also advertised on website Club Z

Wine Country Radio:

- KRSH (The Krush)
- Y100.9 FM

Maverick Media

- 101.7 THE FOX
- 97.7 The River
- FROGGY 92.9

Spanish radio interviews:

Hugo Mata through C2 Alternative Services, conducts the Agency's Spanish language outreach mostly through radio. In addition to paid 30-sec spots which promote recycling, the Eco-Desk phone line and monthly e-waste events, live call-in/taped radio interviews are conducted. Radio interviews on KBBF, Radio Lazer and KRRS conducted in 2009 are summarized below:

Date of interview	Radio station	Length/format of interview
Jan. 5, 2009	KBBF 89.1 Bilingual children's program	1-hr. live interview
Jul. 21, 2009	KBBF 89.1	1-hr. live interview
Jul. 24, 2009	Radio Lazer	One hour taped interview with Supervisor Efen Carrillo
Aug. 28, 2009	KRRS 1460AM	30-minute live interview
Aug. 29, 2009	KBBF 89.1 "International Day of the Tree"	1-hour live interview
Sept. 15, 2009	KBBF 89.1	1-hour live interview
Oct. 6, 2009	KBBF 89.1	1-hour live interview
Nov. 10, 2009	KRRS 1460AM	30-minute live interview
Dec. 9, 2009	KRRS 1460AM	30-minute live interview
Dec. 16-23	Radio Lazer	Live interviews as part of Las Posadas events

Spanish labor center outreach: (as series of outreach visits with 30-50 people present each time) On Nov. 5, Mr. Mata visited the Graton Labor Center and spoke to 40-45 people on toxics, recycling, used motor oil and household batteries topics.

Spanish door-to-door outreach

Spearheaded by the City of Santa Rosa Southwest Community Outreach Program, Mr. Mata participated in bilingual door-to-door outreach in June 2009 targeting specific apartments and streets in Roseland. Agency staff created special bi-lingual outreach materials on pertinent topics: Veggies Composting, Toxics and Curbside Recycling. Outreach was conducted by Mr. Mata and trained volunteers.

Newspaper and periodical advertising:

Print advertising was utilized to complement other outreach efforts. In summary:

Date of advertisement	Area	Ad summary	Topic of advertising
Feb. 28-Mar 1	Cloverdale	Cloverdale Reveille	E-waste
April 19	Windsor	Windsor Times	E-waste
May 2-3	Santa Rosa	North Bay Bohemian	E-waste
May 18	Sonoma County	North Bay Business Journal	SonoMax.org (paid by grant funds)
June	Cotati	Community Voice	E-waste
June 17	Sonoma County	North Bay Bohemian	SonoMax.org (paid by grant funds)
August	Sonoma County	North Bay Biz Magazine	SonoMax.org (paid by grant funds)
Aug 22	Guerneville	West County Gazette Sonoma West Times Sonoma Seniors Newspaper	E-waste
Aug 23	Oakmont	Kenwood Press Oakmont newsletter Sonoma Seniors Today	E-waste
Sept	Sonoma County	North Bay Biz Magazine	SonoMax.org (paid by grant funds)
Sept. 12-13	Sebastopol	West County Gazette	E-waste
Oct + special wine issue	Sonoma County	North Bay Biz Magazine	SonoMax.org (paid by grant funds)
Monthly issues	Sonoma County	El Superior Newspaper	Spanish Eco-Desk
Monthly issues	Sonoma County	Impulso Newspaper	Spanish Eco-Desk

On-line advertising:

The Agency hosts a web site at www.recyclenow.org and a social marketing twitter site at <http://twitter.com/RecycleNow> which is updated regularly with current topics. Agency staff also regularly submits information to a number of free on-line blogs, email listserves and calendars as needed including:

- Wacco-bb Sonoma West County Online Bulletin Board
- Sonoma County Go-Local
- Sonoma County West County Gazette Blog
- Press Democrat and Petaluma 360 online calendars
- Business on-line newsletters (e.g, Whole Foods customer email listserve)
- Maverick Media Green Living pages
- Santa Rosa employee newsletter (Thursday newsletter).
- Sonoma State employee newsletter (Thursday newsletter).
- Sonoma County Office of Education email listserves
- Chamber of Commerce email blasts (Rohnert Park Chamber, Cotati Chamber, Windsor Chamber and Russian River Chamber of Commerce)

Literature distribution:

In addition to fairs and public events, Agency publications were distributed to reach targeted audiences at venues convenient to the public:

Publication	Audience	Number distributed	Distribution location(s)
Sonoma County Recycling Guide (bound in phone book) Regular phone book and Mini-book	General	575,900	AT&T Yellow Pages customers and new customers throughout the year.
Sonoma County Recycling Guide extras	General	20,000	City offices, tribal offices, chamber of commerce, probation camp, realtors, disposal sites, fire departments,

			county/city offices, recycling centers, Whole Foods Markets, Friedman's Home Improvement, Senior living apartments, radio station, congregations, Environmental Discovery Center, etc.
SonoMax.org postcard (grant funded)	Targeted: building professionals	5,000	City offices, home improvement stores and targeted professional companies.
Builder's Guide to Re-Use	Targeted: building professionals	6,500	City offices, home improvement stores and targeted professional companies.
Stop Junk Mail Kits	General	750	City offices

Tours of Central Disposal Site:

Agency staff, Patrick Carter, conducted 13 tours of the Central Disposal Site reaching an estimated 250 people.

"Hey, Where's Your Filter?" used oil/filter recycling outreach at collection centers:

Paid for through CIWMB used oil grant funds, a "Hey, Where's Your Filter?" campaign was conducted at several used oil collection centers around the county as a way to encourage do-it-yourselfers who recycled their oil to also recycle their filters. Participants were given a pledge card and when they brought it back with their filter, they received a filter wrench.

Spanish ESL classes on used oil recycling:

Paid for through CIWMB used oil grant funds, 5 ESL classes on used oil recycling were conducted at several venues around the county.

Schools presentations by the Compost Club:

Paid for through a one-time contingency in Agency Education Reserves, the Compost Club conducted 19 presentations to schools around Sonoma County, educating 440 5th and 6th graders.

Articles:

As opportunities arise, Agency staff submits articles for publication including the Sonoma County Reporter, the Press Democrat "Green sections" and the Russian River Water Association http://www.rrwatershed.org/env_columns/

Participation in regional agency advertising campaigns

The Agency contributed \$3,000 to the Bay Area Recycling Outreach Coalition 2009 Stop Junk Mail and Bring Your Own Bag campaigns. These regional campaigns included TV buys, print ads and in store outreach materials. In addition, 750 Stop Junk Mail kits were purchased for distribution at fairs and other venues.

Eco-Desk (English and Spanish) phone logs

In 2009, the English language Eco-Desk 565-3375 received 1,795 calls. The Spanish Eco-Desk, 565-3375, option 2, received 159 calls.

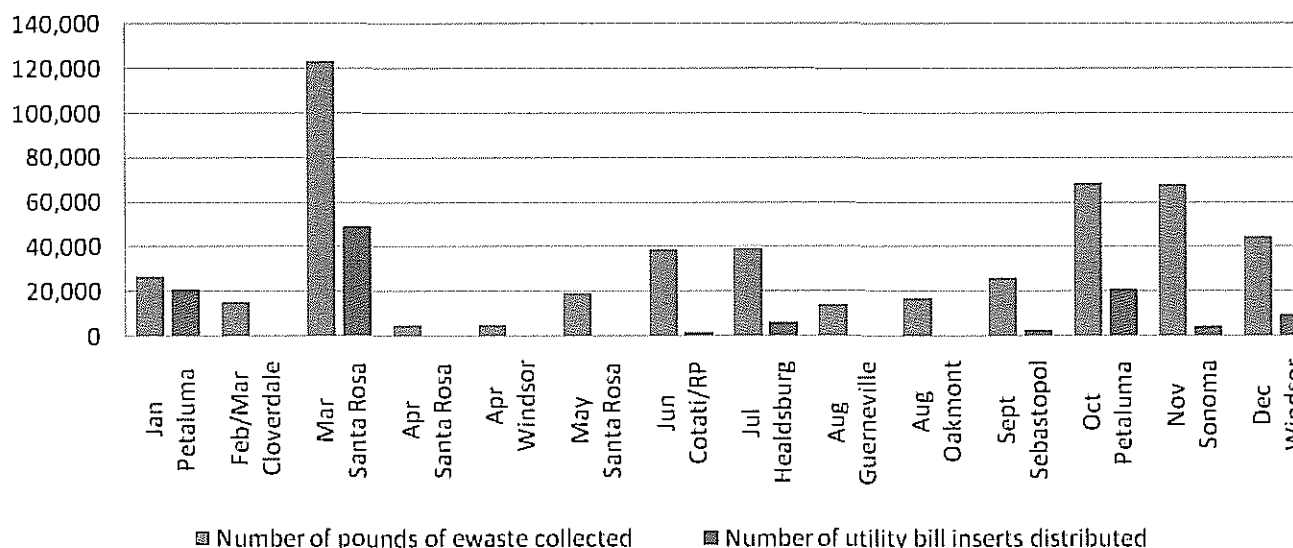
Garbage company newsletter distribution

Some jurisdictions include garbage company newsletter distribution as part of their franchise agreements. North Bay Corporation generously includes Agency artwork and topics whenever possible. In total, about 87,877 newsletters were distributed to garbage company customers in Santa Rosa, Healdsburg, Cloverdale, Sebastopol Windsor and Rohnert Park.

Results

- There is a correlation with the distribution of utility bill inserts and the number of pounds of e-waste collected at corresponding events. Utility bill inserts are more effective than newspaper ads or radio advertisement alone.

Pounds of e-waste collected & utility bill inserts distributed



Date of e-waste event	Area	Pounds of e-waste collected	Main type of advertising used
Jan. 10, 2009	Petaluma	26,505	Utility bill inserts
Feb. 28-Mar 1, 2009	Cloverdale	15,151	Newspaper
Mar. 28-29, 2009	Santa Rosa (Wells Fargo Center)	123,125	Utility bill inserts
Apr. 18, 2009	Santa Rosa (Community Market)	4,896	In-store advertising
Apr. 19, 2009	Windsor	4,950	Newspaper
May 2-3, 2009	Santa Rosa (Finley Center)	19,104	Radio
Jun. 13-14, 2009	Cotati	38,793	Utility bill inserts
Jul. 18-19, 2009	Healdsburg	39,524	Utility bill inserts
Aug. 22, 2009	Guerneville	14,227	Radio
Aug. 23, 2009	Oakmont	16,853	Newspaper
Sept. 12-13, 2009	Sebastopol	26,311	Radio
Oct. 10-11, 2009	Petaluma	68,893	Utility bill inserts
Nov. 7-8, 2009	Sonoma	67,989	Utility bill inserts
Dec. 5-6, 2009	Windsor	44,469	Utility bill inserts

- Usage of the Eco-Desk phone lines (English and Spanish) as well as the Agency's web site at www.recyclenow.org changed very little between 2008 and 2009. A more detailed report on the English and Spanish Eco-Desk can be found in Agenda item 9.4 of this packet.
- Regarding, the used oil program there was a 37% increase in the number of filters collected at used oil centers from 2008 to 2009. The spring 2009 radio advertising campaign likely

contributed to this increase. *Source: Data collected by C2Alternative Services as required by CalRecycle (formerly CIWMB) for the Used Oil Block Grant.*

III. FUNDING IMPACT

This transmittal outlines work that was budgeted in FY 08/09 and FY 09/10. There are no new funding impacts resulting from this report.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This transmittal is for informational purposes only. No action is requested of the Board.

V. ATTACHMENTS

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA



Agenda Item #: 6.4
Cost Center: Education
Staff Contact: Chilcott
Agenda Date: 1/20/2010

ITEM: Eco-Desk (English and Spanish) 2009 Annual Reports

I. BACKGROUND

Since 1995, the Sonoma County Waste Management Agency has operated an English language telephone service, the Eco-Desk 565-DESK(3375), to answer calls about recycling, hazardous waste and other disposal issues. In 2007, a Spanish language 565-3375, option #2 was added to the Eco-Desk where choosing callers can be transferred directly to a Spanish language outreach specialist under contract with the Agency.

The Eco-Desk is comprised of a comprehensive phone tree with pre-recorded information. Calls are returned by the next working business day. Email inquiries received from the web site are also answered. Topics include:

Voice mail box	Topic
565-3375, option #2	Spanish Eco-Desk
99402	Household Hazardous Waste
99403	SQG (Business Hazardous Waste)
99404	Community Toxics Collections
99406	Electronics
99407	Paint
99408	Plastics
99409	SonoMax.org (Sonoma County Materials Exchange)
99410	Recycling Guide
99411	General mailbox
99412	Christmas tree recycling (seasonal mailbox)
99413	Motor oil recycling locations in Cloverdale, Healdsburg, & Windsor
99414	Motor oil recycling locations in Cotati & Rohnert Park
99415	Motor oil recycling locations in Petaluma
99417	Motor oil recycling locations in Roseland (Santa Rosa)
99418	Motor oil recycling in Santa Rosa west of Hwy. 101
99419	Motor oil recycling in Santa Rosa east of Hwy. 101
99420	Motor oil recycling in Sonoma
99421	Motor oil recycling in Sebastopol and the unincorporated area

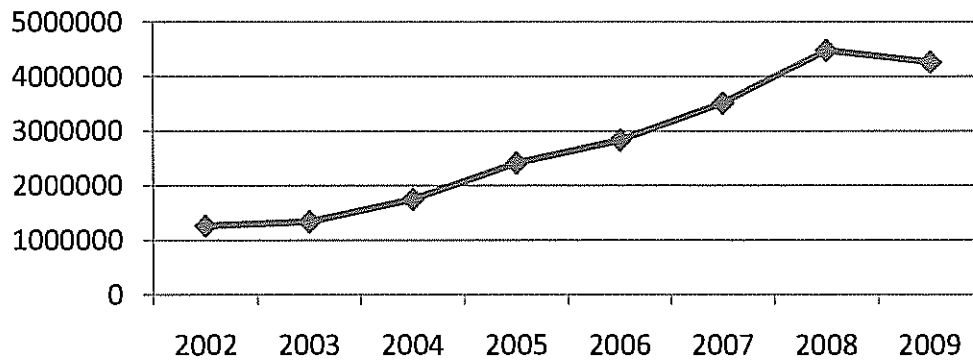
To compliment the telephone service, English language Eco-Desk resources are also available on the Agency's web site at www.recyclenow.org via a searchable database.

II. DISCUSSION

The following summarizes the 2009 statistics for the English and Spanish Eco-Desk.

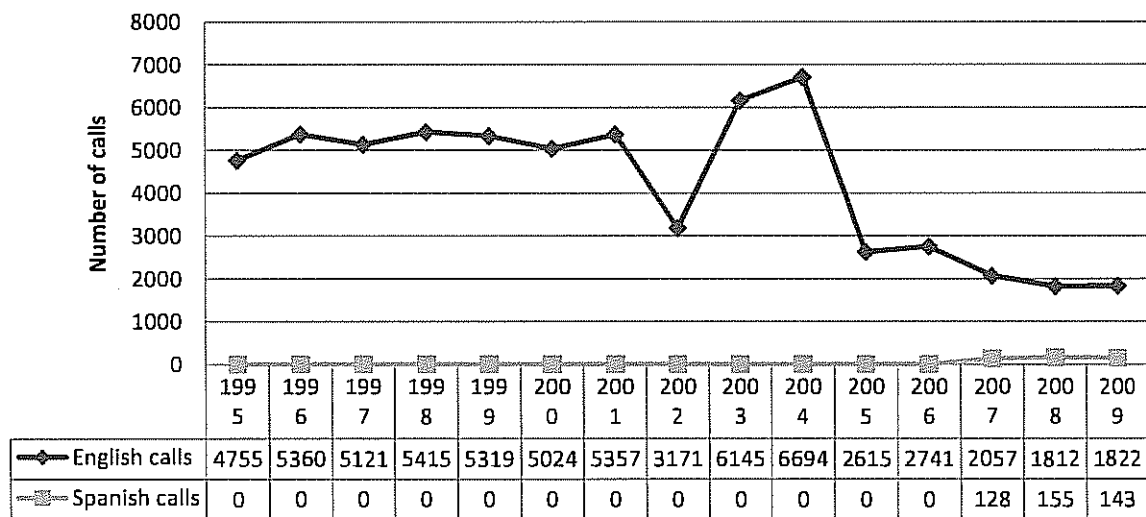
- Web site usage at www.recyclenow.org remains strong despite a 5% decrease in usage from 2009 as compared to 2008 (4,247,696 hits in 2009 versus 4,460,993 hits in 2008). See Figure 1.

Figure 1: Web site usage at www.recyclenow.org annually (2002-2009)



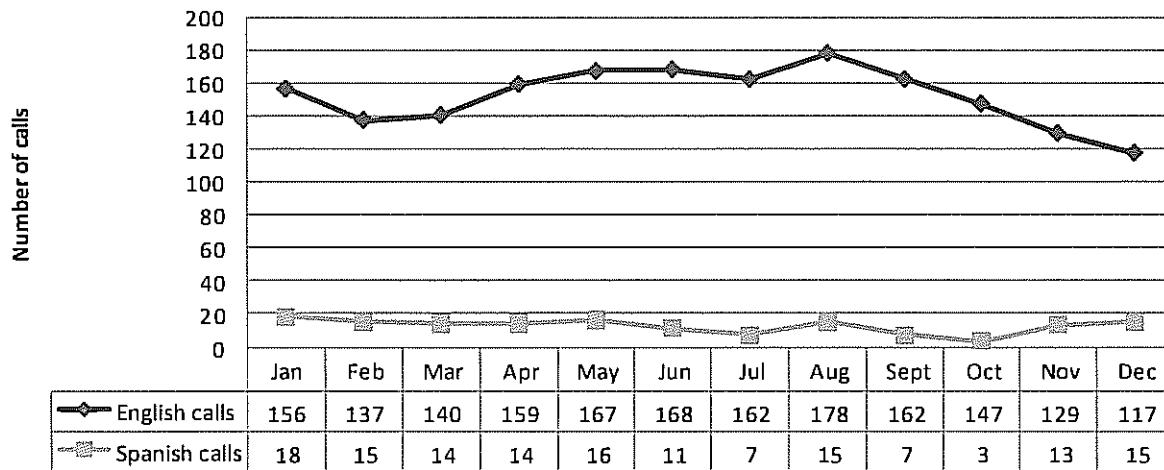
- In 2009, the Eco-Desk received 1,822 calls, nearly the same number as received in 2008. In 2009, the Spanish Eco-Desk received 143 calls. Please note that in 2005, the Eco-Desk became a call-back only service where callers are given the option to leave a phone message after listening to pre-recorded information. See Figure 2.

Figure 2: Number of Eco-Desk calls (English and Spanish) annually (1995-2009)



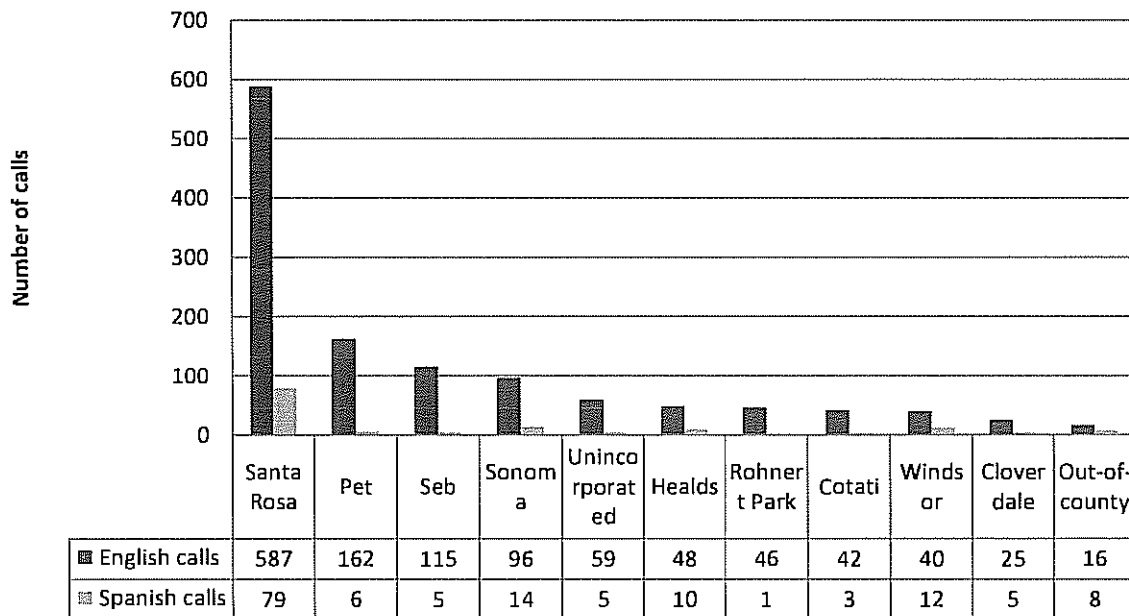
- Call volume peaked in August for the English Eco-Desk and in January for the Spanish Eco-Desk. The peak of English callers in August may just be the culmination of summer fairs, recycling guide distribution and e-waste event promotion. The peak of Spanish callers in January may be a result in a combination of December 2008 Las Posadas promotion which included radio spots, plus a series of January radio interviews. See Figure 3.

Figure 3: Number of Eco-Desk (English and Spanish) calls per month



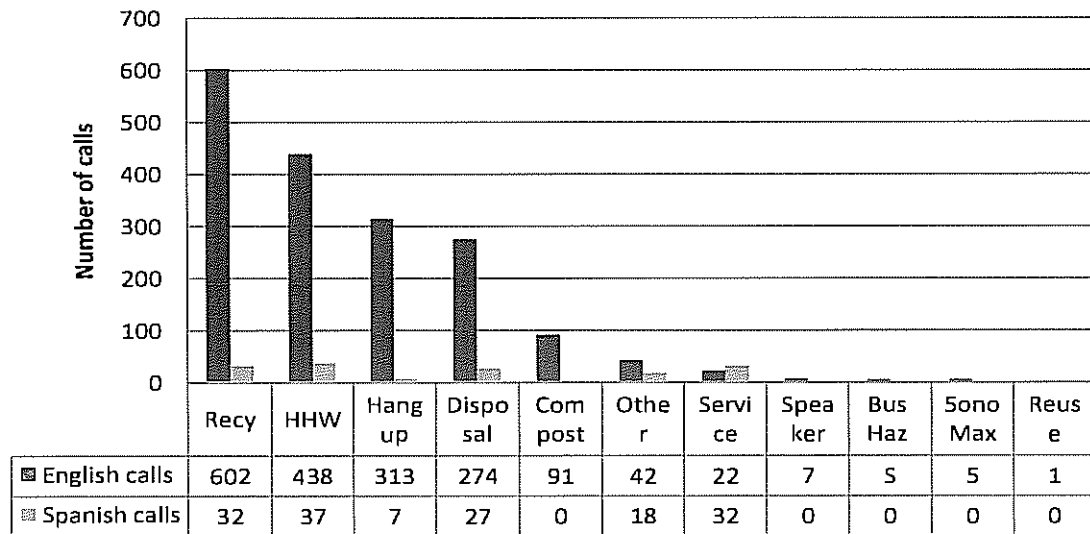
- The majority of calls were received from the two largest cities, Santa Rosa and Petaluma on the English Eco-Desk. On the Spanish Eco-Desk, the majority of calls were received from Santa Rosa and Sonoma. This result may be attributed to a large population of Hispanics in the Sonoma area and joint outreach between Napa and Sonoma Counties, including several print ads in regional Spanish newspapers. See Figure 4.

Figure 4: Eco-Desk (English and Spanish) calls by city 2009



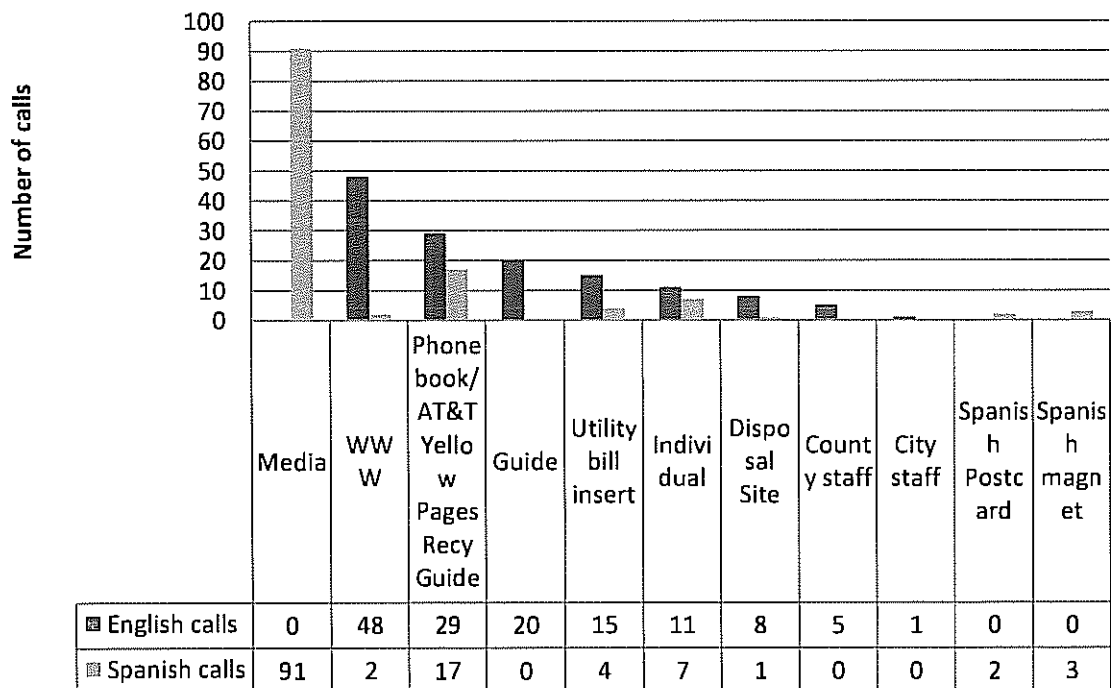
- The majority of questions asked by English Eco-Desk callers pertained to recycling. The majority of questions asked by Spanish language Eco-Desk callers pertained to household hazardous waste. See Figure 5.

Figure 5: Eco-Desk (English and Spanish) calls showing the nature of the question



- For the English Eco-Desk, the majority of calls were referred from the web site and from the Recycling Guide in the phone book. For the Spanish Eco-Desk, the majority of calls were referred from radio and other media. See Figure 6.

Figure 6: Eco-Desk (English and Spanish) calls showing how the call was referred



- The majority of callers to the English Eco-Desk callers were women (59% female/41% male). This statistic was reversed for the Spanish Eco-Desk where the majority of callers were men (60% male/40% female).
- For the English Eco-Desk, residences generated 88% of calls; businesses generated 10% of calls; schools generated 1% of calls. For the Spanish Eco-Desk, residences generated 93% of calls; businesses generated 5% of calls; schools generated 6% of calls.

III. FUNDING IMPACT

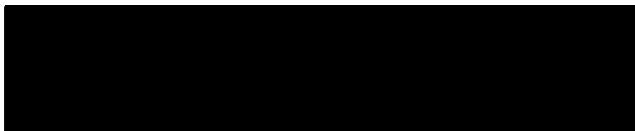
This item is informational and there is no funding impact.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

There are no recommendations or actions requested.

V. ATTACHMENTS

- English Eco-Desk Annual Report 2009
- Spanish Eco-Desk Annual Report 2009



Susan Klassen, Interim Executive Director, SCWMA

Spanish Eco-Desk Annual Report 2009

Sonoma County Waste Management Agency
2300 County Center Drive, Suite D-100
Santa Rosa, CA 95403

CALL TOTALS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Calls	18	15	14	14	16	11	7	15	7	6	13	15	151	
Working days	18	18	23	25	21	24	21	22	20	20	27	27	266	
Average per working day	1	1	1	1	1	0	0	1	0	0	0	1	1	

CALLS BY CITY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Santa Rosa	7	5	9	10	8	4	5	9	3	6	6	8	79	53
Sonoma	1	3	1	0	2	3	0	1	0	0	2	1	14	9
Windsor	3	2	0	0	0	2	1	2	0	0	1	1	12	8
Healdsburg	2	1	0	1	2	2	0	1	0	0	0	1	10	7
Out-of-county	0	1	2	1	0	0	0	0	0	0	3	1	8	5
Petaluma	0	1	0	0	1	0	0	2	0	1	1	0	6	4
Sebastopol	1	1	0	1	0	1	1	0	0	0	0	0	5	3
Unincorporated	1	0	1	0	1	0	0	0	1	0	0	1	5	3
Cloverdale	3	0	1	0	1	0	0	0	0	0	0	0	5	3
Cotati	0	0	0	1	0	0	0	0	1	0	0	1	3	2
Rohnert Park	0	0	0	0	0	0	0	0	0	0	0	1	1	1
	18	14	14	14	16	11	7	15	5	6	13	15	148	100

SUBJECTS (The nature of the question)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
HHW	3	2	4	6	7	12	2	3	1	2	2	3	37	24
Recycling	3	4	1	4	6	1	0	4	0	2	4	3	32	21
Hauler billing or service	0	4	1	2	1	5	4	5	2	2	1	5	32	21
Disposal	11	1	4	1	1	2	1	1	3	0	2	0	27	18
Other	1	3	5	1	1	1	0	1	1	0	1	1	16	10
Hang up	0	1	1	0	2	0	0	1	0	0	0	2	7	5
Wrong Number	0	0	0	0	0	0	0	0	0	0	2	0	2	1
	16	15	16	14	16	11	7	15	7	6	12	14	153	100

GENDER OF CALLER

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Female	7	5	4	7	7	6	2	6	2	1	3	5	57	40
Male	7	9	9	7	11	3	5	8	5	5	10	8	87	60
	14	14	13	14	18	11	7	14	7	6	13	13	144	100

CALL TYPE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Residential	12	13	14	14	16	11	7	13	6	6	11	13	136	93
Business	2	0	0	0	0	0	0	1	0	0	2	0	5	3
Institution	0	1	0	0	2	0	0	0	1	0	0	2	6	4
	14	14	14	14	18	11	7	14	7	6	13	15	147	100

REFERRALS (Who referred the call to the Eco-Desk)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Media	12	6	10	0	10	6	2	4	0	0	6	8	68	56
Phone book	1	1	0	1	3	2	2	0	0	0	1	1	17	12
Individual	0	2	2	0	1	0	0	0	0	0	0	0	7	5
Utility bill insert	1	0	0	0	0	0	0	1	1	0	0	1	4	3
Service Provider	0	2	0	0	0	0	0	0	1	0	0	0	3	2
Sticker	0	1	0	1	0	0	1	0	0	0	0	0	3	2
Magnet	0	1	0	1	1	0	0	0	0	0	0	0	3	2
WWW	0	0	0	2	0	1	0	0	0	0	0	0	3	2
Business	0	0	1	0	0	0	0	1	0	0	0	0	2	1
Oil Postcard	0	0	0	1	0	0	0	0	1	0	0	0	2	1
Community Event	0	0	0	0	0	0	0	0	0	1	0	0	1	1
Disposal Site	0	0	1	0	0	0	0	0	0	0	0	0	1	1
Organization	0	0	0	0	1	0	0	0	0	0	0	0	1	1
	14	13	14	14	16	11	7	14	6	6	11	12	138	100

Eco-Desk Annual Report 2009

Sonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403

Web site visitors to www.recyclenow.org

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Hits	353,046	268,317	348,373	424,026	385,797	350,227	337,185	336,871	337,184	347,183	343,251	343,251	4,247,696
Users	22,935	18,537	22,261	24,408	24,653	24,136	23,789	23,413	24,218	26,757	28,211	21,987	285,315
Days	31	28	31	30	31	30	31	31	30	31	30	31	365
Average hits per day	11,389	9,583	11,238	14,134	12,445	11,674	10,877	10,867	11,239	11,199	13,674	11,073	11,633
Average users per day	740	662	718	814	795	805	768	755	807	863	940	709	781

CALL TOTALS

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals
Calls	156	137	140	159	167	188	162	178	162	147	129	117	1,622
Working days	18	18	23	25	21	24	21	22	20	20	27	27	266
Average per working day	9	8	6	6	8	7	8	8	8	7	5	4	7

CALLS BY CITY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Santa Rosa	42	47	34	53	65	46	50	66	52	56	41	35	587	47
Petaluma	21	20	17	13	14	15	13	12	12	8	12	5	162	13
Sebastopol	5	5	13	10	12	14	15	5	14	10	4	8	115	9
Sonoma	9	12	9	7	7	7	4	13	8	6	10	4	86	8
Unincorporated	6	3	3	2	3	6	6	10	2	3	6	9	59	5
Healdsburg	3	4	2	5	0	9	5	7	6	1	1	5	48	4
Rohnert Park	3	4	4	2	4	6	6	6	1	5	3	2	48	4
Cotati	6	0	4	3	3	3	7	3	3	7	0	3	42	3
Windsor	2	0	3	5	3	6	4	3	5	5	2	2	40	3
Cloverdale	4	5	3	1	2	1	3	1	3	1	0	1	25	2
Out-of-county	2	1	1	2	2	0	1	1	1	0	1	4	18	1
	103	101	93	103	115	113	114	127	107	102	80	76	1,236	100

CALLS BY MAILBOX (The phone line the call was received on)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
General Info (99411)	85	87	75	82	120	109	100	109	96	96	69	61	1,089	61
Electronics (99406)	10	6	5	6	5	8	12	15	16	2	21	18	124	7
Recycling Guide (99410)	10	13	14	17	7	8	8	9	10	8	3	4	111	6
Plastics (99408)	7	8	11	7	8	9	8	9	14	10	7	11	109	6
Community Toxics Collection (99404)	14	10	12	14	9	7	10	8	8	5	4	9	110	6
Household Hazardous Waste (99402)	9	3	4	4	8	5	7	12	6	8	3	3	72	4
Paint (99407)	7	2	6	8	3	11	5	4	5	10	6	2	69	4
SOG (99403)	0	3	0	4	1	2	2	3	2	3	4	3	27	2
SonoMax (99409)	4	0	3	2	0	0	3	5	1	0	3	3	24	1
Oil, S.R.-West (99416)	0	1	2	4	0	1	1	0	0	0	0	0	9	1
Oil, Petaluma (99415)	1	0	1	2	0	3	0	0	1	0	1	0	9	1
Oil, S.R. - Roseland (99417)	1	1	2	0	0	1	1	0	0	0	1	0	7	0
Oil, Clov. & Heald (99413)	0	0	0	3	0	2	1	0	1	0	0	0	7	0
Oil, Sonoma (99420)	0	0	0	0	0	1	1	1	0	2	1	1	7	0
Christmas tree recycling (99412)	4	0	0	0	0	0	0	0	0	0	1	0	5	0
Oil, Seb. & Umn. (99421)	1	0	2	1	0	0	0	0	0	0	0	0	4	0
Oil, Cotati & R.P. (99414)	0	0	0	0	1	0	0	1	0	0	1	0	3	0
Oil, S.R.-East (99418)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	153	134	138	154	162	166	159	176	160	144	125	115	1,786	100

SUBJECTS (The nature of the question)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Recycling	44	55	45	56	47	53	56	53	58	41	44	40	602	33
Hrwy	40	37	28	38	39	36	36	50	34	44	29	26	438	24
Hang up	31	17	27	35	20	30	27	27	26	17	29	27	313	17
Disposal	22	18	12	17	28	35	30	27	26	20	13	18	274	15
Composting	10	7	10	5	12	7	13	5	4	11	4	3	91	5
Other	3	2	9	2	7	3	2	2	4	4	3	1	42	2
Hauler billing or service question	0	4	0	3	9	0	1	1	2	1	0	1	22	1
Speaker request	1	0	1	2	0	0	1	1	1	0	0	0	7	0
Business hazardous waste	0	0	1	1	2	0	0	0	0	0	0	1	6	0
SonoMax	0	0	1	0	1	0	0	1	1	0	0	1	6	0
Reuse	0	1	0	0	0	0	0	0	0	0	0	0	1	0
	151	141	134	160	165	164	166	177	156	146	122	118	1,800	100

GENDER OF CALLER

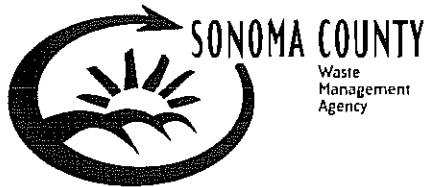
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Female	68	72	70	69	90	78	76	84	78	72	65	56	879	59
Male	54	48	39	52	56	56	57	53	54	56	42	36	603	41
	122	120	109	121	146	134	132	148	132	128	97	92	1,482	100

CALL TYPE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
Residential	90	96	81	99	111	109	118	124	110	110	78	69	1,194	68
Business	17	12	14	11	14	14	3	16	11	12	3	12	139	10
Institution	5	4	1	1	3	1	1	2	0	0	0	0	18	1
	112	112	96	110	128	124	122	142	121	122	81	81	1,351	100

REFERRALS (Who referred the call to the Eco-Desk)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Totals	%
VVVV	2	3	5	7	5	3	2	3	5	8	2	5	48	35
Phone book/AT&T Yellow Pages Recy Gu	1	4	3	6	6	2	3	2	2	1	0	0	29	21
Guide	2	1	3	2	1	1	1	3	2	1	2	1	20	15
Utility bill insert	2	2	2	0	1	2	2	2	2	2	0	0	15	11
Individual	2	0	1		3	2		1		1	0	1	11	8
Disposal Site	2	1	0	1	0	1	1	1	0	0	1	0	8	6
County staff	1	1	0	0	0	1	0	1	0	1	0	0	6	4
City staff	0	1	0	0	0	0	0	0	0	0	0	0	1	1
Sticker	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	12	13	14	15	16	12	9	11	11	12	5	7	137	100



Agenda Item #: 6.5
Cost Center: Diversion
Staff Contact: Carter
Agenda Date: 1/20/2010

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

Los Angeles County has released an initial study for their Environmental Impact Report to ban plastic carryout bags¹. The county plans to ban the bags unless retailers voluntarily reduce plastic bag use 30% by July 2010. This EIR is separate from the Master Environmental Assessment that is underway by Green Cities California.

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://dpw.lacounty.gov/epd/plasticbags/pdf/Initial_Study_12012009.pdf, retrieved 12/22/2009
2300 County Center Drive, Suite B100 Santa Rosa, California 95403 Phone: 707/565-3579 www.recyclenow.org
Printed on Recycled Paper @ 35% post-consumer content



Agenda Item #:7.1
Cost Center: Wood/Yard
Staff Contact: Klassen
Agenda Date: 1/20/2010

ITEM: Amendment to Compost Agreement with Sonoma Compost Company

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, included a termination provision and updated Exhibit B (List of Operating Equipment).
- 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

Due to the complexities of the composting agreement and amendments, Boardmembers requested a summary of the responsibilities of all parties. This summary is provided as an attachment. The original agreement and the subsequent amendments are available on-line at http://www.recyclenow.org/o_reports.html

II. DISCUSSION

Location of Operation Site

In 2007, the Sonoma County Board of Supervisors directed County staff to begin proceedings to divest the County's solid waste system. This effort failed and County currently remains the owner of the solid waste system. Regulatory agencies have expressed a desire for the Central Disposal Site to be closed and capped. County has filed closure plans with all of the necessary regulators and is waiting for their response. There is a possibility that County may be allowed to resume landfilling at the Central Disposal Site, but there are many permitting and funding problems to be solved before any landfilling can happen.

Contractor is currently conducting their composting operation at the Central Disposal Site, which is a part of the solid waste system. The composting operation site is on top of landfilled garbage. This situation creates great challenges to continuation of composting at that site and an uncertain future for composting at the Central Disposal Site.

If the County is required to close and cap the Central Disposal Site, the composting operation must be relocated so that the closure cap can be installed on the existing garbage underlying the Compost operation. County has requested a three year closure plan that has not been approved at this time.

If the Central Disposal Site becomes able to continue landfilling, the composting operation must be relocated so that the airspace over the underlying garbage can become available for further landfilling. In any circumstance, the longest composting operation cannot remain in its present location is 3 years or through the calendar year 2012.

The SCWMA has been involved in an effort to relocate the compost site for the past three years. Preferred and alternative sites have been chosen for environmental studies, which are currently underway. County and SCWMA are considering a portion of the Central Disposal Site, not located on top of the landfill, that may be acceptable for composting operations and may be available. Once a site has been chosen, SCWMA would need to enter into either a purchase or lease for the property. After the property has been secured for composting use, a contractor will need to be chosen and approved by SCWMA. It is not expected that this process can be completed by November, 2010 when the existing agreement expires.

Request for Proposal

The standard procedure for this process is the circulation a Request for Proposal (RFP). One advantage to circulating a RFP is the competitive nature of the process insures fair rates indicative of the market value for the resulting agreement. Another aspect to the RFP process is the public confidence instilled by knowing that public funds are being conservatively and efficiently expended.

The following is a price comparison of green and wood waste prices in the surrounding counties.

Mendocino County

Ukiah Valley	\$38.40/ton
Willits	Not Available

Marin County

Redwood Landfill	\$66.00-\$100.00/ton (\$33.00/cubic yard)
Marin Sanitary	\$60.00-\$90.00 (\$30.00/cubic yard)

Napa County

Napa Recycling \$36.00

Sonoma County

Sonoma Compost \$34.10 (\$5.50/cubic yard)

This survey would indicate that the Agency already has a very cost effective compost contract.

The third advantage of the RFP process is designing the resulting agreement to be tailored to the specific needs of the SCWMA. While Agreement was approved in 1999, there have been six amendments since then in response to changes in procedures, rates and operations of the composting site.

The primary challenge to circulating an RFP for the composting operation at the present time is the short-term nature of the current location. Since the resulting agreement requires the selected contractor to provide all equipment and the infrastructure necessary for the operation, it expected to be problematic to find a contractor other than Sonoma Compost Company, willing to make an investment in employees, equipment and infrastructure to take over operation of the site, for a term of contract of only 1 year from November 2010. It is expected that the most likely outcome is that other proposals would likely be based on hauling the material out of county to other established compost operations, this would not be a preferred result, from an environmental standpoint, a cost perspective or from a the prospective of the local businesses which have come to rely on the material generated at the Agency's Compost Facility.

As more information becomes available from County, SCWMA can identify and secure a premise, and the Joint Powers Authority Agreement is crafted to provide enough longevity, the RFP process could be used to take advantage of all of the benefits of the process.

The proposed Seventh Amendment to Agreement addresses the term, replacing Section 3.1 Term with language containing the proposed date of termination. Staff is recommending an extension of twelve months to Agreement. 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 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. Under the submitted closure schedule construction of the landfill cap in the compost area commences in the summer of 2012. However, not all regulatory agencies have agreed to this proposed schedule. Until this issue is resolved, the County does not feel that it can agree to longer than a one year contract.

III. FUNDING IMPACT

Contract Services for organics for FY 08-09 was \$2,627,288, the projected expense for FY 09-10 is \$2,840,668. This expense is more than offset by wood and yard waste tipping fees, FY 08-09 revenues were \$3,334,792 and FY 09-10 revenues are projected to be \$3,295,252. Also there is revenue sharing to further offset these expenses; for FY 08-09 it is \$254,056 and for FY 09-10 the projection is \$95,000.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the proposed Seventh Amendment to Agreement extending the term of Agreement until November 15, 2011.

If Agency does not approve the extension of Agreement, Contractor will have to stop accepting material at the existing site on July 18, 2010.

V. ATTACHMENTS

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

Composting Agreement Summary requested by SCWMA Boardmembers

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

Composting Agreement Summary

Responsibilities

Contractor

- accept all materials delivered to facility and, if unable to accept, is responsible for any costs associated with transferring materials to other facilities
- should quality of materials is not acceptable, set aside for inspection by SCWMA
- reserves right to decline contaminated loads of material
- shall provide labor and equipment for processing all material delivered to the facility
- shall dispose of contaminants and residuals resulting from the composting process
- shall be responsible for employee training
- warrants all work will be performed in compliance with all appropriate laws
- shall pay prevailing wages for employees
- shall identify and seek approval for specialty and test products prior to distribution
- responsible for payment of all appropriate taxes
- acknowledges limits of incurring liability for jurisdictions
- shall deliver to County by-products suitable for alternative daily cover
- shall be paid \$375.00 per hour for grinding services to process construction and demolition debris
- shall reimburse Agency \$10,000.00 for transporting organics from transfer stations to the composting site
- shall maintain Finished Products storage areas
- shall work with County and Agency resolving offensive odor complaints
- shall undertake an aerated static pile pilot project
- shall provide adequate equipment for processing, handling and loading
- shall provide daily litter pickup and water for dust control
- operate so as to minimize health and safety issues for other employees at the Central Disposal Site
- shall be equipped with the necessary testing instruments
- will be in full compliance with regulatory agencies
- will inform County if grinder is broken due to grinding inappropriate materials
- responsible for maintenance of facility, including working surfaces, roads, culverts and utilities within the facility
- shall produce marketable products complete with process testing and adherence to industry standards
- separate contaminants and dispose of properly
- submit marketing plan and notify Agency 14 days prior to regular meeting requesting approval of any planned derivations
- maintain financial records and make available for audits
- prepare and submit reports (monthly and annually) for review and approval
- prepare and submit final report within 30 days of end of contract
- assist Agency in preparing reports required by applicable law
- makes true, correct and complete representations of being a corporation with the ability to enter into an agreement with no legal actions, suits or proceedings against the corporation and recognizing the agreement is legally binding
- shall provide and maintain all insurances and bonds identified in the agreement
- shall finish processing all materials delivered prior to County's stop of acceptance of materials
- shall leave facility in good condition after expiration of agreement
- agrees to arbitration if required, prevailing party shall be able to recover attorney's fees
- shall not assign agreement
- shall comply with all local, state and federal laws with regards to employment non-discrimination laws

SCWMA

- responsible for inspecting any disputed materials delivered to facility and determine the destination and payment
- may terminate if there is a default or a regulator shuts down facility for more 60 days
- shall pay Contractor within 25 days of receiving invoice
- will give Contractor 48 hours notice for quantity changes prior to the date for modification of the rate under the Payment Matrix
- responsible for any payment beyond \$100,000 for expenditures necessitated by regulatory changes that affect Contractor
- jurisdictions have access to 10% of finished product as an allocation for their own use
- County, Agency and Contractor collaborated on facility site design for maximum operational efficiency.
- reserves the right to observe sample collections and to collect samples of Finished Product for its own use.
- will be notified if any hazardous materials are received in the composting area
- shall review and approve annual marketing plans
- may inspect books and records of Contractor for correctness and compliance
- is responsible for correcting over and under payments to Contractor
- may foreclose on performance bond, terminate the agreement, purchase the operating equipment and operate the facility in the event of default
- shall pay Contractor for processing remaining material after County stops accepting materials
- should Agency cease to exist, County shall have the right to assume Agency's rights and obligations if desired

County

- accounts for materials delivered for processing at the Central Disposal Site
- identifies the jurisdiction that delivered the materials
- is responsible for separating and making available for processing as much C&D material as possible
- (TPW) maintains copies of the prevailing wage rate of per diem wages on file for the public upon request.
- may terminate Agreement if the composting site is needed for landfilling
- shall cooperate in good faith to make suitable off-site property available if relocation is required
- is not obligated to compensate Contractor beyond tipping fees collected
- has the option to use Contractor's compost by-products for alternative daily cover required if landfilling, but is required to not exceed more than 9,000 cubic yards per year
- is responsible for paying for grinding C&D materials within 30 days
- County, Agency and Contractor collaborated on facility site design for maximum operational efficiency.
- shall have the right to relocate the Facility to a different area of the Central Disposal Site by giving at least one hundred (120) days prior written notice to Agency and Contractor.
- shall have a representative at any inspections by the Regional Waste Quality Control Board of the composting facility
- County and Contractor will negotiate any expense of damage to grinder caused by grinding inappropriate materials
- shall prepare source tonnage reports on a monthly basis for Contractor's use in preparing a monthly invoice
- may terminate Agreement if composting area is needed for landfilling, must reimburse Contractor for expenses incurred prior to termination
- shall stop accepting composting material on July 18, 2010
- may assign agreement

General Provisions

- amendments will be approved by the majority of Agency boardmembers, only the Agency boardmembers and the Board of Supervisors can authorize extra work
- any waiver of breach shall not be considered waiver of the same or any other breach
- agreement is constructed to avoid any violations of law, should any part of the agreement be legally defined invalid, all other provisions of agreement remain in effect
- there are no third party beneficiaries
- agreement is construed and interpreted according to California law and any legal action will be brought forward in Sonoma County
- captions are for convenience, not for interpretation
- any merger beyond the original parties must be agreed to by all parties

**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 #: 8.1
Cost Center: Planning
Staff Contact: Carter
Agenda Date: 1/20/2010

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 Program 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 publicly or 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.

December 2, 2009: The SCWMA Board voted to continue the consideration of the Final SPEIR and the 2009 Amendment to the ColWMP to the January 20, 2010 SCWMA meeting.

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.
- 3) Close the public hearing.
- 4) Consider all public testimony and any written comments on the 2009 Amendment to the ColWMP.
- 5) 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.
- 6) 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).

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-1
- 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)
- Exhibit A-2

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

RESOLUTION NO. 2010-

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 Amendment 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 Amendment 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-1, 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-1, 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-1, 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-1, 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-1 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 20th day of January, 2010.

EXHIBIT A-1

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-bourne 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 co-location 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-1, 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 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 Amendment to the 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.

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

APPENDIX F

**MITIGATION MONITORING
PROGRAM**

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 CoIWMP 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

Exhibit C-2

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.

Exhibit C-2

- (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.

Exhibit C-2

- **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.

Exhibit C-2

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. 2010-

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 Amendment 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 January 20, 2010 the SCWMA certified the Final Supplemental Program Environmental Impact Report (the "Final SPEIR") pursuant to CEQA, for the 2009 Amendment 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 Amendment 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 Amendment to the CoIWMP attached hereto as Exhibit A-2, and hereby incorporated by this reference.

Section 2. Directs staff to forward a copy of the 2009 Amendment 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 20th day of January, 2010.

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

CHAPTER 5

HOUSEHOLD HAZARDOUS WASTE ELEMENT

5.1 INTRODUCTION

Hazardous Waste is defined as material that meets criteria set forth in the Federal Resource Conservation and Recovery Act (RCRA). In simple terms it is a material that can cause harm to human health or the environment through its reactivity, flammability, corrosivity, or toxicity. Since many materials have these characteristics, the law has defined limits for each hazard class (reactivity, flammability, corrosivity, and toxicity). Any material falling within those limits is considered characteristically hazardous and must be handled as hazardous waste. California law requires that any waste material that meets RCRA hazardous characteristics or California's stricter limits must be handled as hazardous waste regardless of who generated the waste. Waste generated by residents is called Household Hazardous Waste (HHW).

By law, a hazardous waste is created when a generator determines that a product is no longer useful, thereby determining that the product is a waste. Most HHW was formerly common household products. Householders generate hazardous wastes while performing regular household activities such as cleaning, painting, making repairs, gardening, working on hobbies, and maintaining autos. The following are examples of some common types of HHW:

- Household cleaners
- Pesticides
- Car batteries
- Wood preservatives
- Auto and furniture polish
- Pesticides
- Automotive products
- Adhesives and sealants
- Paints and coatings
- Photographic chemicals
- Pool chemicals
- Motor oil
- Anti-freeze

The hazards associated with HHW are the same as those associated with industrially generated hazardous waste. Hazardous waste can burn or irritate skin and eyes and make people both acutely and chronically ill. Hazardous waste can poison people, pets and wildlife. Hazardous wastes can cause or fuel fires. Hazardous waste can contaminate soil, water and air. Specifically there is concern about hazardous waste: 1) leaching out of landfills into ground water; 2) being poured down the drain (i.e., when the waste water treatment plant is unable to treat such waste); and 3) being poured down storm drains, which lead straight to creeks and rivers.

5.2 GOAL AND OBJECTIVES OF THE HHWE

5.2.1 Goal

As stated in Chapter 2, the following goal addresses household hazardous waste management:

The County and the Cities and/or the SCWMA will provide cost-effective and environmentally sound waste management services, including special waste and household hazardous waste handling and disposal, over the long term to all community residents and promote access to the services.

5.2.2 Objectives

The following objectives address this goal:

- The SCWMA will distribute HHW educational material to all county households and businesses at least annually.
- The SCWMA will monitor and evaluate, at the end of the short and medium terms, educational programs outlined in the SRRE and the HHWE to improve their effectiveness.
- The SCWMA, County and the Cities will achieve participation in the County's Household Hazardous Waste (HHW) collection program of 3 percent annually of the county's households.
- The SCWMA will achieve measurable reduction of landfill disposal of prohibited wastes documented by waste characterizations studies at the end of the short term and medium term planning periods.

5.3 EXISTING CONDITIONS

5.3.1 History of HHW Management in Sonoma County

5.3.1.1 Household Hazardous Waste Collections

HHW collections started in Sonoma County in 1985 in the City of Santa Rosa. Gradually each of the jurisdictions starting offering annual collections provided by their solid waste hauler. In 1993 the SCWMA assumed responsibility for HHW management and started offering Household Toxics Roundups (HTRs) countywide making all collections available to any county resident. Collection services for qualified businesses, referred to as CESQGs (Conditional Exempt Small Quantity Generators), started in 1994. A reuse program started in 1995 to redistribute reusable products to the public – a program that the public appreciates and provides a significant cost savings to the SCWMA. A door-to-door collection was added in 1998 in conjunction with the HTRs. Construction began on an HHW Facility in 2001, ~~with an anticipated opening of Spring 2002, and opened January 2005.~~

5.3.1.2 Recycle Only Collections

There has been a significant increase in recycle only collection centers, referred to as BOPs (Battery, Oil, Paint). Oil recycling started at some county disposal sites in 1990. Beginning in 1990 the recycling center at the Central Disposal Site offered a latex paint exchange. This program was duplicated at three of the County's transfer stations. When the State offered grant funds for oil recycling, businesses were recruited to collect oil and more public drop-offs were created for a total of 70 oil collection locations countywide in 2001. Starting in 1996, the SCWMA asked the oil collection centers to accept antifreeze and oil filters; in 2001, 16 centers

collect antifreeze and 33 collect oil filters. Curbside oil and filter collection was added in the Cities of Rohnert Park, Santa Rosa, Sonoma and the unincorporated county in 2000.

5.3.1.3 Load Checking

A load checking program was started at county disposal facilities in 1990. The program consists of spot checking commercial and residential self-haul loads for hazardous waste. The load check program emphasizes education of residents about proper HHW disposal opportunities. Identified hazardous wastes are removed from the waste stream. When a generator is not evident, waste is stored in hazardous waste lockers awaiting proper packing and disposal.

5.3.1.4 Education

A variety of educational campaigns have been implemented to encourage use of Household Toxics Roundups, oil and filter recycling, Integrated Pest Management, use of safer alternatives and not to dispose of HHW in garbage cans. Nearly all residents and businesses generate HHW. Much of the education and public information efforts have been focused towards the public as a whole. In some cases, campaigns have been directed to specific populations including boaters, Spanish speakers, sports fans, children, high school students, landfill users, and government employees. Examples of a few of the efforts undertaken include: oil recycling (multiple campaigns and target audiences), Household Toxics Roundup promotion, A Health Environment Begins at Home (children); "No Toxics" garbage can stickers; Our Water Our World IPM Store campaign; and IPM Workshops (government employees).

5.3.2 HHW Generation Rates

There is little known about how much HHW is generated annually. Sales of hazardous products do not equal the hazardous waste, since products put to their intended use are not considered wastes. Since HHW is created when the generator determines that a product is no longer useful, it is difficult to distinguish between products and wastes in storage. In practice, residents tend to store products past their useful life, which can create hazards in the home through the growth in quantities and the destabilization of some hazardous products with age. Additionally, it is unknown how much HHW is improperly disposed of in storm drains, down sewers or to the soil. What is quantified are estimates of how much is disposed of in the landfill and how much is collected in HHW collection programs.

In 1990 and 1995/96 solid waste characterization studies were conducted at Sonoma County disposal sites. Table 5-1 illustrates the HHW measured in Sonoma County's waste stream. While this chapter focuses on HHW, waste from businesses is also disposed of illegally as illustrated in Table 5-1. Businesses that generate small quantities of hazardous waste (known as CESQGs) may and are served by the HHW program in accordance with State and Federal law. Therefore, the programs listed are also designed to target some unknown portion of the hazardous waste being disposed of by businesses. It is an unknown portion as the law limits the businesses that HHW programs may serve, and it is unknown where business hazardous waste found in the waste stream is generated. Businesses that generate large quantities of hazardous waste are addressed through stringent hazardous waste regulations at the State and Federal level.

Table 5-2 illustrates how much HHW and CESQG waste was collected in Sonoma County by program type from 1996 to 2001. Table 5-3 illustrates the quantities of waste collected by waste type.

5.4 EVALUATION OF ALTERNATIVES

While Section 5.3.1 provides the program description for each of the evaluated alternatives, the evaluation is conducted in Table 5-4 Alternative Program Evaluation using criteria set forth in Title 14, Section 18751.3. This chapter evaluates all programs required to be evaluated by Title 14 and additional programs that the SCWMA considers appropriate.

5.4.1 Alternative Program Descriptions

5.4.1.1 Periodic Collection

A temporary collection center is set up in a paved, accessible location (e.g., a parking lot) for a short period (usually one or two days). Residents are encouraged to bring their household hazardous materials to the site on collection days. The center is staffed by trained personnel who collect, sort, and pack the HHW into 55-gallon drums. Wastes are transported by a licensed hauler to licensed hazardous waste facilities for recycling, treatment, or disposal. The hours, dates and locations must be advertised for each collection in advance. Periodic Collections can be very successful, but there are limitations. The residents may not be able to make the date selected or find it inconvenient. Residents are asked to store material until an event is held. Residents who are moving are often caught in the situation of not being able to move the material or properly dispose of it within their limited time frame. Rain or other situations can arise that impact participation, which can increase cost. Sites acceptable for locating Periodic Collections can be limited and/or limiting.

Table 5-1: Waste Characterization Studies at Sonoma County Disposal Sites (1992 and 1995/96)				
Waste Type	1990 (tons annually)		1995/96 (tons annually)	
	Residential	Non-Residential	Residential	Non-Residential
Paint	breakout unavailable		219	54
Automotive Fluids			243	75
Household Batteries			158	57
Vehicle Batteries			217	118
Remainder Composite HHW			368	288
<i>Subtotal</i>	119	976	1,205	592
TOTAL	1,095		1,797	

Table 5-2: Hazardous Waste Collected by Sonoma County HHW Programs (reported in pounds by fiscal year)					
Program	00-01	99-00	98-99	97-98	96-97
Household Toxics Roundups	736,793	721,141	637,542	504,243	665,200
BOPs	596,104	579,418	504,290	programs not tracked	
Load Checking	36,667	48,517	34,558		
Door-to-Door	52,105	79,844	16,188	no program	
Curbside Oil & Filter Recycling	125,733	no program			
Vendor Collection	485,700	574,262	773,140	program not tracked	
TOTAL	2,035,102	2,003,182	1,965,718	504,243	665,200

Table 5-3: Waste Collected by HHW Programs by Waste Type (reported in pounds)		
Waste Category	2000-2001	1999-2000
Flammable solid/liquid	133,964	133,711
Bulked flammable liquids	59,296	98,805
Oil-base paint	206,577	164,249
Poison (excl. Aerosols)	55,937	55,114
Reactive and explosive	28	92
Inorganic acid	8,318	7,347
Organic acid	263	683
Inorganic base	12,274	11,001
Organic base	733	0
neutral oxidizers	0	308
Organic peroxides	100	131
Oxidizing acid	348	91
Oxidizing base	3,247	5,221
PCB-containing paint	0	0
Other PCB waste	3,674	2,981
Corrosive aerosols	1,663	1,556
Flammable aerosols	11,636	10,865
Poison aerosols	3,322	3,101
Antifreeze	14,497	16,700
Car Batteries	143,130	166,975
Fluorescent bulbs	7,068	3,806
Latex paint	176,582	192,115
Motor oil/oil products	1,141,018	1,062,782
Oil filters	27,227	25,693
Mercury	82	300
Medical waste (syringes)	497	459
Household batteries	4,439	4,957
Other	15,147	28,921
Asbestos	4,035	5,215
TOTAL POUNDS	2,035,101	2,003,178
Total tons	1,018	1,002

Table 5-4: Alternative Program Evaluation

Criteria (1= high; 5= low)	Periodic Collections	HHW Facility	Mobile Collections	Vendor Collection
Potential Hazard	2	4	2	4
Accommodate Change	2	5	2	3
Implementation Lead Time	Three months	Three years	Six months	Four months
New or Expanded Facility(s)	None	Yes	Uses HHW Facility	None
Consistent with Local Conditions	Yes	Yes	Yes	Yes
Institutional Barriers	None	CEQA review and mitigations; neighbor opposition	None	None
Cost	\$30,000 - \$110,000/event	±\$850,000 annually	\$2,000 - \$5,000/collection	\$500/site annually
End Use of Waste	75% recycled 25% incinerated	75% recycled 25% incinerated	75% recycled 25% incinerated	Recycled
Effectiveness	Good	Excellent	Good	Fair - Excellent
Criteria (1= high; 5= low)	Curbside Collection	Door-to-Door Collection	BOPs	E-waste Recycling
Potential Hazard	2	4	5	5
Accommodate Change	2	2	2	1
Implementation Lead Time	Six months	Six months	Two months	Two months
New or Expanded Facility(s)	None	Recommend use with HHW Facility	Minimal, optional	None
Consistent with Local Conditions	Yes	Yes	Yes	Yes
Institutional Barriers	Perceived danger of spills and vandalism	None	None	None
Cost	\$0.05 - \$0.15/hh/mo	±\$60.00/pickup (collection only)	Varies on volume \$3,000 - \$20,000	Varies on volume. \$750/ton
End Use of Waste	Recycled	Same as HHW Facility	Recycled	Recycled
Effectiveness	Fair	Good	Excellent	Good
Criteria (1= high; 5= low)	CESQG	Load Checking	Reuse Exchange	Disaster Response
Potential Hazard	4	1	3	3
Accommodate Change	2	1	1	1
Implementation Lead Time	One month with existing program.	Two Months	One week	Days
New or Expanded Facility(s)	Uses facility(s) used for other programs	Hazardous waste lockers	None	None
Consistent with Local Conditions	Yes	Yes	Yes	Yes
Institutional Barriers	None	None	Waiver of liability	None
Cost	Costs passed through to businesses	\$175,000 annually	Net cost savings vary \$6,000 - \$22,000	Varies
End Use of Waste	Same as HHW Facility	Same as HHW Facility	Used as product	Same as HHW Facility
Effectiveness	Fair	Poor	Not applicable	Varies

5.4.1.2 HHW Facilityies

HHW Facilities provide an ongoing means for residents to properly manage HHW. These facilities vary from small, often prefabricated structures. HHW Facilities entail larger capital costs than other HHW collection options. Because of their storage and waste-handling capacity, however, these facilities can help control long-term program costs through greater flexibility and economies of scale in waste handling and disposal.

5.4.1.3 Mobile Collection

A Mobile Collection is a smaller version of a Periodic Collection and is operated in conjunction with a the HHW Facilityies. The HHW Facilityies that supports Mobile Collections may or may not provide service directly to the public. The idea behind a mobile program is to provide convenient, local service while still reaping the flexibility and economies of scale that a HHW Facilityies provides. Wastes collected by Mobile Collections can be consolidated, bulked, and/or reused at the HHW Facilityies. Typically Mobile Collections are smaller and more frequent than Periodic Collections.

5.4.1.4 Vendor Collection

Since some businesses already manage hazardous wastes, they can be cost-efficient and convenient collection centers for HHW. Methods to increase vendor participation in HHW collection include identifying additional materials and vendor types (e.g., paint stores for collection of paint wastes) and providing education and/or incentives to vendors. Waste collection opportunities are specific to the product or material that each type of vendor sells (e.g., battery vendors could collect used batteries) and may be limited by cost and potential liability. SCWMA advertises participating vendors, who would benefit from increased customer traffic at their locations. In 2001, 61 vendors collect oil, 33 collect oil filters and 16 collect antifreeze. There is a State law that requires automotive battery vendors to accept trade-in batteries or collect a core charge with the new battery if a trade-in is not received. Rechargeable Battery Recycling Corp (RBRC) provides for collection of rechargeable batteries at many chain stores such as Radio Shack, Sears, Cellular One, Ace Hardware and others. In 2001, Best Buy stated they would develop a program to accept waste electronics. Several large computer manufactures have developed fee programs for recycling of their computers (e.g., Dell, HP, IBM). Extended Producer Responsibility (EPR) efforts are working to increase management of wastes by retailers and manufacturers.

5.4.1.5 Curbside Collection

Curbside Collection programs are limited to collecting oil, filter and household battery recycling due to the potential hazards involved in placing hazardous waste on the curb. Curbside oil and filter recycling can be very successful programs when run in conjunction with curbside recycling programs. Oil and filters are left at the curb with other recyclables, thereby using the existing collection infrastructure.

5.4.1.6 Door-to-Door Pickup Program

Door-to-Door Pickup programs involve pickups at residents' homes by appointment. The advantages are convenience, controlled and knowledgeable transport, early identification of

materials that pose an imminent danger, and service to non-mobile residents. However, these programs can be costly.

5.4.1.7 Batteries, Oil, and Paint Programs

Batteries, Oil, and Paint Programs (BOPs) are recycling centers for HHW. By law, BOPs can only collect recyclable HHW: oil, oil filters, batteries, antifreeze, paint and fluorescent lamps. BOPs are typically operated with non-direct supervision, meaning the public places waste in well marked containers without assistance. It is best to have some supervision of the site to discourage potential abuses. BOPs are frequently located at disposal sites and municipal corporation yards.

5.4.1.8 E-waste Recycling

Electronic Waste (E-waste) can contain hazardous components, which require that the product be disposed of as hazardous waste. Cathode Ray Tubes (CRTs), the glass tubes found in TVs and computer monitors, contain four to eight pounds of lead. CRTs have been designated as Universal Waste by the State of California and must be recycled in accordance with the Universal Waste Rule. If they are not recycled as Universal Waste, then CRTs must be treated as hazardous waste. Many experts expect that other electronic wastes will also be designated as Universal Wastes, requiring hazardous waste management. The Universal Waste Rule allows for collection of Universal Wastes at facilities that do not have hazardous waste permits so long as certain handling requirements are met. Due to the size, weight, quantity and cost of managing E-waste, HHW programs could become overwhelmed. Therefore, it is recommended that E-waste be collected at disposal sites where bulky items can be more easily managed and fees can be charged to cover the recycling costs.

5.4.1.9 Conditionally Exempt Small Quantity Generator

The law allows HHW programs to serve commercial generators that meet the regulatory definition of a Conditionally Exempt Small Quantity Generator (CESQG). A CESQG cannot generate more than 27 gallons of hazardous waste per month, excluding oil, antifreeze and latex paint if recycled. CESQGs in California must still handle their hazardous wastes like large quantity generators; however, it is sometimes difficult to find haulers that will haul small quantities and the cost per unit is more expensive. Providing hazardous waste disposal opportunities can be a very valuable service to local businesses. As shown in Table 5-1, it is necessary to serve businesses to eliminate hazardous waste from local landfills. CESQG's can be served using any of the collection programs evaluated in this chapter. The disposal cost may be passed on to the CESQG. Typically CESQGs are served on an appointment only basis and inventories of wastes are required. Transportation and disposal issues may be more involved than with the average resident. The California State Department of Toxic Substances Control offers a transportation variance for CESQG's that allow transport of up to 27 gallons if specific transportation information has been shared with the CESQG by the jurisdiction.

5.4.1.10 Load Checking

Load Checking is necessary to identify hazardous materials in the solid waste stream and to reduce the amount of HHW being disposed of as solid waste. Load Checking seeks to ensure proper management of the hazardous wastes delivered to solid waste facilities, to identify generators who place hazardous wastes in the solid waste stream, and to require them to

assume responsibility for proper waste management through education and enforcement. Monitoring consists of questioning and educating self-haulers, stopping the dumping of hazardous waste when witnessed, retrieving hazardous waste identified in the solid waste, and spot checking and sorting random loads. Load Checking programs are mandated by law.

5.4.1.11 Reuse Exchange

A good portion of the waste brought to a HHW collection program is still usable product (i.e., leftovers or unwanted product). Hazardous waste disposal is expensive, and even proper disposal has an environmental impact. Therefore, the best use of a hazardous product is to use it for its intended use. Reuse Exchange programs allow the public to take usable products at no cost, providing an avoided cost to the collection program. Experience has shown that the public likes Reuse Exchange programs.

5.4.1.12 Disaster Response

Sonoma County has experienced three Federally declared natural disasters in the past decade. For each of those disasters, special programs to capture HHW were implemented. Should Sonoma County experience any natural disasters in the future, the HHW collection system, along with resources from emergency response agencies, will be utilized to mitigate the impact of HHW on health, the environment, and the landfill.

5.5 SELECTION, IMPLEMENTATION AND MONITORING OF PROGRAMS

All of the programs evaluated in Section 5.3 have been or are being implemented in Sonoma County. The SCWMA has chosen to provide the most convenient and comprehensive service to its residents and CESQGs (Table 5-5). The Periodic Collections were operated until the HHW Facility was built. ~~The HHW Facility~~ies ~~was~~ere selected as the most cost effective approach to the management HHW with the ability to offer weekly service. Additionally, the HHW Facilityies allows for the operation of other programs that provide convenient service in each of the SCWMA member communities. The Mobile Collection program was selected to provide convenient collection in each of the jurisdictions. Sonoma County covers 1,500 square miles, and therefore, no single facility could provide convenient service. The HHW Facilityies offers a place to most efficiently manage the waste from the Mobile Collections. Door-to-Door Collection is offered as a convenience for those residents and CESQGs that are willing to pay for the convenience. Additionally it addresses the issue of residents with limited transportation options. Curbside Collection, BOPs and Vendor Collection are used to collect recyclable HHW in the most cost effective manner possible so that other more costly HHW collection programs are not overwhelmed. CESQG's are served at cost to provide CESQG's a reasonable disposal option and in acknowledgment that CESQG's must be served in order to meet the SCWMA's goal of eliminating improper disposal of hazardous waste. The Load Checking program is implemented in accordance with law, and the Reuse Exchange program is implemented to save money and limit disposal liability. The collection capabilities of each program is found in Table 5-2.

The end use or disposal of hazardous waste is highly regulated. The SCWMA adheres to the US EPA's waste management hierarchy: Reduce, Reuse, Recycle, Treat, Incinerate, Landfill. As new technologies open up recycling markets for waste, the SCWMA adjusts its disposal methods. For implementation of the selected programs, ~~only one HHW facility~~ies will be built as needed and economically feasible.

Within the limitations and requirements of law, the SCWMA collects all HHW except radioactive materials, explosives, and biological wastes (excluding syringes). Should a resident bring a waste that a program does not manage, an assessment is made to determine if there is an imminent danger posed by the waste. If a danger is determined, then the appropriate agency is notified. If an imminent danger is not identified, the resident is provided with proper disposal information.

Table 5-5: Selected Programs		
Program	Implementation Dates	Responsible Agency
Periodic Collections	Started 1993 / Discontinued 2002	SCWMA
HHW Facility	2002	SCWMA
Mobile Collection	2002	SCWMA
Vendor Collection	1993	SCWMA
Curbside Collection	2000	City/County
Door-to-Door Collection	1999	SCWMA
BOPs	1990	County
E-waste Recycling	2002	County
CESQG	1994	SCWMA
Load Checking	1992	County
Reuse Exchange	1994	SCWMA
Disaster Response	As Needed	County/SCWMA

Each program is monitored annually. Waste volumes are reported annually to the State in the State's 303 Forms. Waste characterization analyses are conducted as necessary so that diversion progress can be tracked. Annually, the most recent waste characterization data and cost data are used to determine the success of programs and to modify programs accordingly. The minimal criteria used for evaluating a program's success are that it: 1) does not cost more than \$1.00 per pound; 2) is collecting reasonable amounts of waste; 3) is mandated by law; and 4) is successfully supported by direct user fees.

The funding discussion for these programs is presented in Section 5.5.6 of this chapter.

5.6 EDUCATION AND PUBLIC INFORMATION

The SCWMA has conducted multiple educational and publicity campaigns on HHW and participated on State committees to improve HHW education. The SCWMA has been very successful at promoting programs and encouraging participation. However, in light of the efforts of the SCWMA and other jurisdictions, the SCWMA has concluded that significant reduction of HHW creation is outside of SCWMA's capability. The reality is that there are too many barriers to effectively educate the public about reducing the use of hazardous products, including:

1. Often there are not any non-toxic alternatives to toxic products.
2. Products are not required to list ingredients, limiting knowledge of a product's hazards.
3. Assessing "safer" toxics is a matter of debate as widely accepted standards do not exist.

4. There is not enough expertise to accurately guide the public to make better choices.
5. As a public entity, the SCWMA is limited in mentioning specific brands, which in the world of safer products can make a big difference. For example, one toilet bowl cleaner may be much safer than another, but they are both labeled as toilet bowl cleaners with no distinction.
6. There are vast numbers of product types and uses in the world of HHW.
7. The consequences of choosing one product over another is often too subtle to impact consumers. While products may not cause death or imminent cancer, the difference may still be significant. For example, one produce may cause immune system damage while a safer alternative may be just an irritant.
8. Sometimes better options are not the least toxic option. For example, a good insect control are baits. Baits are a better choice than sprays because of the containment of the toxics to a gel accessed only by the insect, yet the chemical composition of the bait can be equal or greater in toxicity to a spray.
9. Often when selecting less toxic options consumers are weighing one impacted ecosystem against another (i.e., air vs. water; mammals vs. aquatic life).
10. Current research on creating changes in behavior concludes that behaviors are simple and straight forward, and the public's barriers must be removed by the educational efforts.

King County, Washington recently conducted a lawn care campaign with a budget of \$600,000 over three years. They established a baseline of sales data for targeted products, which was tracked throughout the campaign. The campaign was implemented in accordance with current research on creating behavior change. During the three-year campaign, sales of weed and feed and other targeted lawn care products increased faster than the population. There is no evidence that King County succeeded in changing any targeted behavior.

5.6.1 HHW Education Goals and Objectives

5.6.1.1 Goal

Increase proper disposal of HHW and decrease the cost of HHW management, improper disposal of HHW, and the generation of HHW.

5.6.1.2 Objectives

1. Promote HHW collection programs.
2. Work towards Extended Producer Responsibility (EPR) policies for any product that becomes an HHW upon disposal to reduce or eliminate the SCWMA's responsibility for HHW and to encourage redesign and reformulation.
3. Work towards the use of the Precautionary Principal (see Section 5.5.3.3) for the approval and continued use of chemicals.

4. Work towards State and national restrictions or bans on chemicals that create unnecessary harm to humans, wildlife or the environment.
5. Promote the five hazardous product management habits:
 1. Buy only what you need.
 2. Buy the least toxic option available.
 3. Use up what you have.
 4. Share what you cannot use.
 5. Properly dispose of what you cannot use or share.
6. Increase Integrated Pest Management (IPM) practices by SCWMA member jurisdictions.
7. Increase the use of safer janitorial supplies by SCWMA member jurisdictions through contractual agreements with janitorial contractors.
8. Participate and create regional and multi-agency campaigns on HHW or related topics (e.g. storm water).

5.6.2 Current and Historical HHW Educational and Public Information Efforts

5.6.2.1 Annual Recycling Guide

The SCWMA has produced a Sonoma County Recycling Guide annually since 1993, providing a wealth of information on recycling and household hazardous waste, including Household Toxics Roundup (HTR) dates, locations for recycling oil and filters, antifreeze, paint, and other hazardous wastes.

5.6.2.2 Eco-Desk

An information specialist answers the Eco-Desk hotline 3 hours a day, Monday through Friday. A 24-hour voice-mail system provides a variety of information such as oil and filter recycling centers (English and Spanish), HHW facility locations and operating hours, and paint recycling. Callers may leave messages in any of the information boxes and receive return calls.

5.6.2.3 Website

The SCWMA has an extensive website, www.recyclenow.org. The SCWMA website has HHW Collection information, the IPM campaign fact sheets and all the oil and filter, antifreeze and automotive battery recycling centers.

5.6.2.4 HHW Collection Programs Publicity

The SCWMA widely publicizes the HHW collection programs on an ongoing basis using a variety of methods including banners, utility bill flyers, press releases, collection schedule flyers, load checking personnel, event signs, garbage can flyers, newsletters, email notices, and word of mouth.

5.6.2.5 Oil and Filter Recycling Publicity

The SCWMA receives annual grant funds to promote oil and filter recycling. Since 1994, the SCWMA has implemented numerous campaigns, including advertising in Auto Traders, bilge pad give-aways, banners, boater cards, bumper stickers, Car Club Show sponsorship, car racing programs, collection center signs, direct mail, dockwalkers, driver's education videos, Earth Day events; fairs/event booths, give-aways (pens, t-shirts, magnets, tickets, etc.), live radio remotes, mailers to boaters, minor league baseball (trash can ads, outfield banners, program ads, radio spots), multi-family posters/flyers, newspaper articles, newspaper ads, oil container give-aways, oil change window decals, posters, radio spots, radio talk shows, radio dramas, scratcher games, shelf talkers, Spanish outreach (radio, newspapers, newsletters, container give-aways, give-aways, hotline), storm drain stenciling, teacher packets, television commercials, and utility bill flyers.

5.6.2.6 IPM Training Workshops

The SCWMA is conducting two workshops on Integrated Pest Management (IPM) techniques for City and County employees in the Winter of 2002. The workshops will focus on landscape pests and roadside maintenance. Depending on the outcome, future IPM workshops may be conducted.

5.6.2.7 IPM Store Campaign

The SCWMA, Sonoma County Water Agency and City of Santa Rosa teamed for the local implementation of a Bay Area regional IPM store campaign. The campaign was conducted in local hardware stores and nurseries. The campaign consisted of training store employees and distributing fact sheets, special displays, and shelf labels.

5.6.2.8 "No Toxics" Garbage Can Labels

To deter improper disposal of hazardous waste in garbage, "No Toxics" labels were applied to all residential garbage cans countywide. Stickers are applied to new cans as they are distributed.

5.6.2.9 Resource Lists

Resource lists are created and maintained for hazardous waste haulers, oil recyclers, fluorescent lamp recyclers and other resources as necessary. Resource lists are primarily used by the Eco-Desk when responding to specific requests for information.

5.6.2.10 Safer Alternatives Literature

The SCWMA has distributed a variety of brochures addressing safer alternatives to household hazardous wastes. Some of the brochure titles include: "Buy Smart, Buy Safe," "Grow Smart, Grow Safe," and "Recipes for Environmentally Friendly Cleaning."

5.6.2.11 Fair Booths/Give-aways

The SCWMA participates annually in fairs using a special booth display. Publicity give-aways, such as magnets, pens, posters, and t-shirts, are distributed from the booths.

5.6.2.12 General Media Coverage

The SCWMA receives a significant amount of press coverage for HHW issues. Each of the Roundups has been well advertised by the local media. Photos are not uncommon in print media, and there have been a handful of TV news spots and radio show spots. During the fall of 2001, HHW was the cover story on one issue of the Home and Garden section of the Press Democrat. HHW programs have also received coverage as some local hazardous waste dumping issues have arisen.

5.6.2.13 Annual Reports

Annual reports are published for the HHW program listing the programs and their accomplishments and is distributed to the SCWMA members.

5.6.2.14 Surveys

The SCWMA has conducted two telephone surveys that focused on HHW issues. The surveys have measured the public's knowledge of HHW issues and programs as high (70% or better).

5.6.2.15 California Peer Review Committee

The SCWMA participated in a statewide committee aimed at producing researched information on safer alternatives for dissemination to the public. The committee produced two websites, a program managers manual, and a mock public brochure.

5.6.2.16 Storm Drain Stenciling

The SCWMA initiated the storm drain stenciling programs in Sonoma County. The SCWMA continues to support ongoing labeling of storm drains.

5.6.2.17 Bay Area Oil Contest (Scratchers)

The SCWMA participated in the Bay Area oil campaign in 1995/96, which included an extensive radio and television campaign and scratchers for prizes.

5.6.2.18 Re-refined Oil Workshop

In 1997/98 the SCWMA sponsored two workshops conducted by the Community Environmental Council entitled *Re-refined Oil Workshop*: one for local government fleet managers and one for private fleet managers. The Cities of Petaluma and Santa Rosa use re-refined oil in their vehicle fleets. The SCWMA has printed bumper stickers to identify vehicles using re-refined oil.

5.6.2.19 Teacher Packets

Drivers education and auto shop teachers were sent an oil recycling kit every year between 1994 and 1997, including oil recycling posters, brochures, oil change record window stickers and magnets. In 1995, each teacher also received a video, *Lean Green Drivin' Machine*.

5.6.2.20 GREEN

In 1997, the SCWMA worked with 13 other local agencies, Government Resources Environmental Education Network (GREEN), to develop a campaign called *A Healthy Environment Begins at Home*. GREEN first developed a brochure that covers oil and antifreeze recycling, Household Toxics Roundups, pesticide use, hazardous waste spill clean-up, latex paint clean-up, and lead paint management, in addition to other environmental issues. GREEN expanded the campaign to include an interactive booth at the Thursday Night Market, a local weekly fair. Each week the booth was staffed by a different agency with a different emphasis. GREEN continues as a networking committee that has led to other collaborative efforts, including the IPM campaign described below.

5.6.3 Program Descriptions of New HHW Educational and Public Information Programs

5.6.3.1 HHW Program Promotion

The SCWMA will continue to promote HHW programs using the methods historically found successful, including utility bill flyers, press releases, banners, newsletters, emails, newspaper ads, radio spots, flyers, the annual Recycling Guide and the SCWMA website.

5.6.3.2 Extended Producer Responsibility (EPR) Policies

The SCWMA will continue to work for implementation of EPR policies by manufacturers. The SCWMA will join coalitions working towards EPR and lobby administrative and legislative representatives as necessary. EPR policies incorporate the life-cycle costs of a product, including recycling or disposal, into the manufacturing and sale price of a product. EPR policies promote redesign and reformulation to make recycling or disposal more cost effective. The SCWMA has already passed a resolution in support of EPR policies, joined the Product Stewardship Institute, and written a letter of support for the California Integrated Waste Management Board's 2002 Strategic Plan, which incorporates EPR policies.

5.6.3.3 Promote the Precautionary Principal

The Precautionary Principal states that decisions should be made based on a weight of scientific evidence. Currently, precedent requires proof of harm after a product has met initial requirements for introduction. Unfortunately, that standard has allowed products to remain in the market for decades after they have been determined to cause harm using a weight of evidence standard. While weight of evidence can be demonstrated with strong and consistent correlations between cause and effect, proof requires a great deal more science. Proof of harm can be difficult to establish with chemicals that are so pervasive in our community that no control group is available, such as with many pesticides. In order to measure and address the threat of such products, the SCWMA will promote the use of the Precautionary Principle. The SCWMA will introduce the public to the Precautionary Principal through available media such as press releases, the annual Recycling Guide, SCWMA website, and brochures. The SCWMA will lobby administrative and legislative representatives to adopt the Precautionary Principal at the State and Federal level. The SCWMA will join coalitions promoting the Precautionary Principal as such coalitions arise. The SCWMA will use the Precautionary Principal in making its own policy decisions.

5.6.3.4 Bans and Restrictions

Based on the Precautionary Principal, the SCWMA will work towards the ban and/or restriction of products that are demonstrated to pose harm to people, wildlife or the environment in Sonoma County. Due to the complexity of most hazardous product issues, it is far more effective to ban or restrict their distribution than to attempt to educate the public on appropriate use, disposal and alternatives. Therefore, products that pose particular or significant harm may be targeted for bans or restrictions. The SCWMA will introduce the public to the issues involving the product(s) of concern through available media such as press releases, the annual Recycling Guide, SCWMA website, and brochures. The SCWMA will lobby administrative and legislative

representatives to adopt bans or restrictions at the State and Federal level. The SCWMA will join coalitions promoting the bans or restrictions as such coalitions arise. The SCWMA will consider all desired bans and restrictions in making its own policies decisions.

5.6.3.5 Promote the Five Hazardous Product Habits

The SCWMA will promote the following hazardous product management habits:

1. Buy only what you need.
2. Buy the least toxic option available.
3. Use up what you have.
4. Share what you can't use.
5. Properly dispose of what you can't use or share.

The SCWMA will use available media, including flyers, utility bill flyers, press releases, HHW Facility signage, newsletters, emails, newspaper ads, radio spots, flyers, the annual Recycling Guide, the SCWMA website, give-aways, and posters.

5.6.3.6 Integrated Pest Management

Integrated Pest Management (IPM) incorporates a variety of management techniques to control pests. IPM does not exclude the use of pesticides, but seeks to find other solutions leaving pesticides as a last resort. IPM techniques are training intensive, and can generally not be well applied by the general public. Therefore, this program will target the training of public employees that maintain public properties to minimize the exposure of the public and the environment to pesticides and reduce disposal needs. It will also establish local government as a model and resource for other elements of the community.

5.6.3.7 Safer Janitorial Supplies

Each of the SCWMA's member jurisdictions has contracted janitorial services. The SCWMA will create guidelines designed to lead to the use of safer products by janitorial contractors. Member jurisdictions can use the guidelines in their bidding process and contracts with janitorial service providers. Since the selection of products can be very complex and involved, the guidelines will consist primarily of lists of banned or restricted ingredients with the intent to eliminate carcinogens, mutagens and teratogens. The guidelines will also include recommendations on how to further reduce the impact of products.

5.6.4 Implementation of New HHW Educational and Public Information Programs

Table 5-6 addresses the six criteria of implementation as required by Title 14, Section 18751.7(4)(d).

5.6.5 Monitoring and Evaluation of New HHW Educational and Public Information Programs

Table 5-7 addresses the six criteria of monitoring and evaluation as required by Title 14 Section 18751.7(4)(e).

5.6.6 Funding

The HHW infrastructure has already been implemented using a variety of stable funding sources as presented in Table 5-8. An SCWMA staff person is assigned to manage the HHW program and further develop the program. Limited additional funding is necessary to implement the new education and public information programs selected in this Element. Funding requirements and sources are presented in Table 5-8. The SCWMA reserves the right to modify, limit or discontinue programs as necessitated by funding limitations.

Table 5-6: Program Implementation: HHW Education and Public Information Programs				
	HHW Program Promotion	EPR Policies	Precautionary Principal	Bans & Restrictions
Audience	Potential Program Users	Manufactures, State and Federal Agencies and Legislators, General Public	Manufactures, State and Federal Agencies and Legislators, General Public	Manufactures, State and Federal Agencies and Legislators, General Public
Responsible Agency	SCWMA	SCWMA	SCWMA	SCWMA
Implementation Tasks	· Vary with program	· Write letters· Attend meetings· Speak on topic· Network· Sit on committees	· Write letters· Attend meetings· Speak on topic· Network· Sit on committees· Create short educational writeups	· Write letters· Attend meetings· Speak on topic· Network· Sit on committees· Create short educational writeups
Implementation Timeline	Ongoing	Ongoing	Short-term	As necessary
Implementation Cost	Varies with Program	Staff time	Staff time	Staff time
Safer Alternatives	Possibly	No	Possibly	Indirectly, yes
	Hazardous Waste Habits	IPM	Janitorial Supplies	
Audience	Residents	City and County employees who do landscaping or roadside maintenance	City and County purchasing agents and janitorial contractors	
Responsible Agency	SCWMA	SCWMA and member jurisdictions	SCWMA and member jurisdictions	
Implementation Tasks	· Develop brochures· Develop signage· Indoctrinate employees	· Organize workshops· Create networks· Develop/purchase resources	· Develop guidelines· Meet with purchasing agents	
Implementation Timeline	Short-term	Short-term	Short-term	
Implementation Cost	\$2,000 annually	\$10,000 annually	Staff time	
Safer Alternatives	Yes	No	No	

Table 5-7: Program Monitoring and Evaluation: HHW Education and Public Information Programs				
	HHW Program Promotion	EPR Policies	Precautionary Principal	Bans & Restrictions
Measurement Methods	Participation in HHW programs being promoted	Success in establishing EPR policies	Success in changing legislative and legal mind set	Success in banning or restricting targeted products or effecting their redesign or reformulation
Evaluation Criteria	· Participation in HHW programs	· EPR policies adopted· Willing legislative sponsors· Strong coalitions	· Receptive CIWMB· Receptive legislators	· Ban/restrictions adopted· Willing legislative sponsors· Strong coalitions
Responsible Agency	SCWMA	SCWMA	SCWMA	SCWMA
Funding Requirements	None	None	None	None
Shortfall Contingencies	Modify approach being utilized	Modify "requests"	Long-term effortKeep up the pressure	Implement local bans and restrictions as necessary
Schedule	Varies with program	Flexible with legislative priorities	Long-term effortKeep up the pressure	Flexible with legislative priorities
	Hazardous Waste Habits	IPM	Janitorial Supplies	
Measurement Methods	Phone Surveys	Increased knowledge and use of IPM techniques and active network	Inclusion of guidelines in janitorial contracts	
Evaluation Criteria	· Familiarity of public with five habits· Reported changes in behavior	· Attendance at training· Positive feedback from participants· Decrease in pesticide use	· Adoption of guidelines in contracts· Adherence of contractual requirements· Use of other recommendations	
Responsible Agency	SCWMA	SCWMA and member jurisdictions	SCWMA and member jurisdictions	
Funding Requirements	\$30,000 every five years	None	None	
Shortfall Contingencies	Research new behavior change approaches	· Modify training approachSeek Council mandates	Seek Council mandates	
Schedule	Annual HHW reportFive year report	Annual HHW report	Annual HHW report	

Table 5-8: Funding			
Program	Funding Needs	Funding Sources	Contingency Funding
COLLECTION PROGRAMS			
Periodic Collections	Program discontinued in 2001		
HHW Facility	\$600,000 annually	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Mobile Collection	\$200,000 annually	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Vendor Collection	\$30,000 annually	Used Oil Block Grant	Larger Portion of Used Oil Block Grant
Curbside Collection	\$0.05-\$0.10/HH/month	Garbage Rates	Increase Garbage Rates
Door-to-Door Collection	\$100/pickup	User Fees and SCWMA Tipping Fee Surcharge	Increase User Fees and SCWMA Tipping Fee Surcharge and/or Reduce Service
BOPs	\$15,000 annually	Landfill Tipping Fee	Increase to Landfill Tipping Fee and/or Reduce Service
E-waste Recycling	\$750/ton, \$150,000 annually	Recycling Fee	Increase Recycling Fee
CESQG	Varies	User Fees	Increase User Fees
Load Checking	\$50,000 annually	Landfill Tipping Fee	Increase Landfill Tipping Fee
Reuse Exchange	Generates Cost Savings	Not Applicable	Not Applicable
EDUCATION PROGRAMS			
HHW Program Promotion	Varies, Unknown	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
EPR Policies	Staff time	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Precautionary Principals	Staff time	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Bans & Restrictions	Staff time	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Hazardous Waste Habits	\$2,000 annually \$30,000 every 5 years	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
IPM	\$10,000 annually	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge and/or Reduce Service
Janitorial Supplies	Staff time	SCWMA Tipping Fee Surcharge	Increase to SCWMA Tipping Fee Surcharge

CHAPTER 6

SITING ELEMENT

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

6.1 GOALS, OBJECTIVES, AND POLICIES

The Sonoma County Waste Management Agency (SCWMA), in cooperation with the County of Sonoma, incorporated Cities and the LTF have developed a number of goals, objectives, and policies designed to encourage a high level of public involvement in solid waste facility siting processes. These goals and objectives will serve as benchmarks to evaluate and monitor the effectiveness of local policies and selected diversion programs over the short- ~~(2003 to 2008 2007 to 2010)~~ and medium-term ~~(2009 to 2018 2010 to 2030)~~ planning periods. Under legislation enacted in 1992, non-disposal facilities (transfer stations, recycling facilities, and composting projects) are not subject to the goals, objectives, policies, and siting criteria in the Siting Element. Discussion of these facilities can be found in the Non-Disposal Facility Element (NDFE) (see Chapter 7). Non-disposal facilities are mentioned in the following goals, objectives and policies only as needed for clarification.

6.1.1 Goals for the Safe Handling and Disposal of Solid Waste

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

- In order to help ensure the sustainability of our communities and to conserve natural resources and landfill capacity, the Sonoma County Waste Management Agency (SCWMA), County and the Cities will continue to improve their municipal solid waste management system through emphasis on the solid waste management hierarchy of waste prevention (source reduction), reuse, recycling, composting and disposal, with a goal of zero waste.
- The solid waste management system in Sonoma County will be planned and operated in a manner to protect public health, safety and the environment. Furthermore, all landfills that receive Sonoma County waste must be in compliance with State and Federal landfill regulations.

- The County's Solid waste disposal facilities located in Sonoma County will be sited and operated in a manner to minimize energy use, conserve natural and financial resources, protect prime agricultural lands and other environmentally sensitive or culturally sensitive areas, and reduce greenhouse gas emissions.
- The County, in consultation with the Cities and the SCWMA, will develop a strategy for disposal capacity for solid waste not handled by other elements of the management hierarchy for at least fifteen-year horizon.

6.1.2 Objectives and Associated Programs for Achievement of Goals

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

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

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

Medium-Term Planning Period (~~2009 to 2018~~ 2010 to 2030) Objectives

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

6.1.3 Policies to Facilitate Siting of Solid Waste Facilities

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

- The County and/or the Cities will provide solid waste disposal facilities or transfer

facilities within reasonable distances of the county's population centers. This policy will provide a means for achieving the goal of conservation of natural resources and energy and minimizing the cost of disposal.

- ~~The County and/or the Cities will formalize the long-standing practice in the County of permitting only public ownership of solid waste disposal facilities located in the county which accept any segment of the municipal waste stream.~~
- ~~The County will maintain at least one of its landfills as a public access, multi-use facility providing solid waste disposal and other waste management activities.~~
- The County will cooperate with adjacent counties, considering their solid waste management planning and waste disposal needs. This includes possible export/import, as approved by the Board of Supervisors, of solid waste and encourages joint resolution of emergency problems.

6.2 DESCRIPTION OF EXISTING SOLID WASTE DISPOSAL FACILITIES

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

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

6.2.1 Description of the Central Disposal Site

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

Name:	Central Disposal Site
Address:	500 Mecham Road, Petaluma, CA 94952
Location:	2.8 miles southwest of the City of Cotati, in Sections 4 & 9, T5N, R8W, MDB&M
Assessor Parcel No.:	024-080-19 & 24-080-018
SWIS No.:	49-AA-0001

Permitted Area: 398.5 acres

Waste Types Landfilled: All non-hazardous wastes consisting of household and commercial wastes, agricultural and demolition wastes, sludge from wastewater treatment plants (as per Title 23, Subchapter 15, Section 2523[c]).

Average Daily Loading: 1,461 tons per day; 2,435 cubic yards per day (in 2002)

Permitted Daily Capacity: 2,500 tons per day; 4,167 cubic yards per day

Site Owner: County of Sonoma, Department of Transportation and Public Works

Site Operator: County of Sonoma, Department of Transportation and Public Works, Integrated Waste Division

6.2.2 Description of other disposal sites

The following non-exclusive list presents information regarding the other disposal sites used for solid waste generated in Sonoma County:

Name: Redwood Sanitary Landfill

Address: P.O. Box 793, Novato, CA 94947

Location: 8590 Redwood Highway, Novato, CA 94958

SWIS No.: 21-AA-0001

Permitted Area: 210 acres

Waste Types Landfilled: Mixed municipal, Sludge (Biosolids), Agricultural, Construction/demolition, Asbestos, Tires, Ash, Wood waste, Other designated.

Permitted Daily Capacity: 1,390 tons per day

Site Owner: U.S.A. Waste of California

Site Operator: Redwood Sanitary Landfill, Inc.

Name: Potrero Hills Landfill

Address: 3675 Potrero Hills Lane, Suisun City, CA 94585

SWIS No.: 48-AA-0075

Permitted Area: 190 acres

Waste Types Landfilled: Agricultural, Ash, Construction/demolition, Industrial, Mixed municipal, Sludge (Biosolids), Tires.

Permitted Daily Capacity: 4,330 tons per day

Site Owner: Republic Services of California, L.L.C.

Site Operator: Potrero Hills Landfill, Inc., P.O. Box 68, Fairfield, CA 94533

Name: Keller Canyon Landfill

Address: 901 Bailey Road, Pittsburg, CA 94565

SWIS No.: 07-AA-0032

Permitted Area: 244 acres

Waste Types Landfilled: Mixed municipal, Construction/demolition, Agricultural, Sludge (BioSolids), Other designated, Industrial.

Permitted Daily Capacity: 4,330 tons per day maximum (3,400 tons per day average)

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

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

Name: Vasco Road Sanitary Landfill

Address: 4001 North Vasco Road, Livermore, CA 94550

SWIS No.: 01-AA-0010

Permitted Area: 222 acres

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

Permitted Daily Capacity: 2,218 tons per day

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

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

Name: Hay Road Landfill

Address: 6426 Hay Road, Vacaville, CA 95687

SWIS No.: 48-AA-0002

Permitted Area: 256 acres

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

Permitted Daily Capacity: 2,400 tons per day maximum (1,200 tons per day average)

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

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

Name: Yolo County Central Landfill

Address: County Road 28H & County Road 104, Davis, CA 95616

SWIS No.: 57-AA-0001

Permitted Area: 473 acres

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

Permitted Daily Capacity: 1,800 tons per day

Site Owner: County of Yolo Public Works Department, 292 Beamer St., Woodland, CA 95695

Site Operator: County of Yolo Public Works Department, 292 Beamer St., Woodland, CA 95695

Name: Clover Flat Landfill

Address: 4380 Clover Flat Road, Calistoga, CA 94515

SWIS No.: 28-AA-0002

Permitted Area: 44 acres

Waste Types Landfilled: Agriculture, Construction/demolition, Industrial, Mixed municipal, Sludge (BioSolids), Tires.

Permitted Daily Capacity: 600 tons per day

Site Owner: Clover Flat Landfill, Inc., 1285 Whitehall Ln., St. Helena, CA 94574

Site Operator: Clover Flat Landfill, Inc., 1285 Whitehall Ln., St. Helena, CA 94574

Name: Sacramento County Landfill (Kiefer)

Address: 12701 Kiefer Blvd., Soughhouse, CA 95683

SWIS No.: 34-AA-0001

Permitted Area: 660 acres

Waste Types Landfilled: Mixed municipal, Other designated, Sludge (BioSolids).

Permitted Daily Capacity: 10,815 tons per day maximum (6,362 tons per day average)

Site Owner: County Sacramento, Public Works Dept., 9850 Goethe Road,
Sacramento, CA 95827-3500

Site Operator: County Sacramento, Public Works Dept., 9850 Goethe Road,
Sacramento, CA 95827-3500

6.2.2 Facility Function Within County Solid Waste Management System

The Central Disposal Site is the only municipal solid waste disposal site in the county. Operational improvements completed in 2002 include an expanded recycling, material reuse and recovery center, a tipping building, and expansion into the east canyon for additional capacity. In 2003, a construction and demolition debris sorting program and permanent household toxics facility also began operation.

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

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

6.3 DISPOSAL CAPACITY REQUIREMENTS

Currently, no waste is disposed of within Sonoma County, so all waste must be exported. Tables 1A and 1B show the total waste in tons and cubic yards generated in Sonoma County by

jurisdictional area, as well as unadjusted projections until 2030.

Each jurisdiction's proportion of the total county's waste was determined using the 2003 Disposal Report, as 2003 was the most recent year that all of the jurisdictions were channeling the waste through the County system. These proportions were applied to the disposal totals from the 2008 Disposal Report, and projected until 2030. A growth rate of 0.95% per year is based on the Brown, Vence, and Associates (BVA) report (Reassessment of the Long-Term Solid Waste Strategy Management Plan).

Table 1A: Sonoma County Disposal Projections in Tons 2008-2030

Year	Disposal by Jurisdiction (Tons)										Total
	Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor	Unincorporated	
2008	7,077	7,034	17,964	44,965	26,830	156,292	13,733	12,782	17,505	96,112	400,293
2009	7,144	7,101	18,134	45,392	27,085	157,777	13,863	12,903	17,671	97,025	404,096
2010	7,212	7,169	18,307	45,824	27,342	159,276	13,995	13,026	17,839	97,947	407,935
2011	7,280	7,237	18,481	46,259	27,602	160,789	14,128	13,150	18,008	98,877	411,810
2012	7,349	7,306	18,656	46,698	27,864	162,316	14,262	13,274	18,179	99,817	415,722
2013	7,419	7,375	18,833	47,142	28,129	163,858	14,397	13,401	18,352	100,765	419,672
2014	7,490	7,445	19,012	47,590	28,396	165,415	14,534	13,528	18,527	101,722	423,659
2015	7,561	7,516	19,193	48,042	28,666	166,986	14,672	13,656	18,703	102,688	427,683
2016	7,633	7,587	19,375	48,498	28,938	168,573	14,812	13,786	18,880	103,664	431,746
2017	7,705	7,659	19,559	48,959	29,213	170,174	14,952	13,917	19,060	104,649	435,848
2018	7,778	7,732	19,745	49,424	29,491	171,791	15,094	14,049	19,241	105,643	439,988
2019	7,852	7,805	19,933	49,894	29,771	173,423	15,238	14,183	19,423	106,647	444,168
2020	7,927	7,880	20,122	50,368	30,054	175,070	15,383	14,317	19,608	107,660	448,388
2021	8,002	7,954	20,313	50,846	30,339	176,733	15,529	14,453	19,794	108,682	452,648
2022	8,078	8,030	20,506	51,329	30,628	178,412	15,676	14,591	19,982	109,715	456,948
2023	8,155	8,106	20,701	51,817	30,918	180,107	15,825	14,729	20,172	110,757	461,289
2024	8,233	8,183	20,898	52,309	31,212	181,818	15,976	14,869	20,364	111,809	465,671
2025	8,311	8,261	21,096	52,806	31,509	183,546	16,127	15,011	20,557	112,872	470,095
2026	8,390	8,339	21,297	53,308	31,808	185,289	16,280	15,153	20,752	113,944	474,561
2027	8,469	8,419	21,499	53,814	32,110	187,049	16,435	15,297	20,950	115,026	479,069
2028	8,550	8,499	21,703	54,325	32,415	188,826	16,591	15,442	21,149	116,119	483,620
2029	8,631	8,579	21,909	54,841	32,723	190,620	16,749	15,589	21,350	117,222	488,215
2030	8,713	8,661	22,118	55,362	33,034	192,431	16,908	15,737	21,552	118,336	492,853
Total											10,235,975

Table 1B: Sonoma County Disposal Projections in Cubic Yards 2008-2030

Year	Disposal by Jurisdiction (Cubic Yards)										Total
	Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor	Unincorporated	
2008	11,794	11,723	29,938	74,939	44,715	260,476	22,887	21,302	29,173	160,180	667,128
2009	11,906	11,835	30,223	75,651	45,140	262,951	23,104	21,504	29,451	161,702	673,466
2010	12,019	11,947	30,510	76,369	45,569	265,449	23,324	21,709	29,730	163,238	679,864
2011	12,133	12,061	30,800	77,095	46,002	267,970	23,545	21,915	30,013	164,789	686,323
2012	12,249	12,175	31,092	77,827	46,439	270,516	23,769	22,123	30,298	166,354	692,843
2013	12,365	12,291	31,388	78,567	46,880	273,086	23,995	22,333	30,586	167,935	699,425
2014	12,482	12,408	31,686	79,313	47,325	275,680	24,223	22,546	30,876	169,530	706,069
2015	12,601	12,526	31,987	80,067	47,775	278,299	24,453	22,760	31,170	171,141	712,777
2016	12,721	12,645	32,291	80,827	48,229	280,943	24,685	22,976	31,466	172,766	719,548
2017	12,842	12,765	32,598	81,595	48,687	283,612	24,920	23,194	31,765	174,408	726,384
2018	12,964	12,886	32,907	82,370	49,149	286,306	25,156	23,415	32,066	176,064	733,285
2019	13,087	13,008	33,220	83,153	49,616	289,026	25,395	23,637	32,371	177,737	740,251
2020	13,211	13,132	33,535	83,943	50,088	291,772	25,637	23,862	32,679	179,426	747,283
2021	13,337	13,257	33,854	84,740	50,563	294,544	25,880	24,088	32,989	181,130	754,382
2022	13,463	13,383	34,176	85,545	51,044	297,342	26,126	24,317	33,302	182,851	761,549
2023	13,591	13,510	34,500	86,358	51,529	300,167	26,374	24,548	33,619	184,588	768,784
2024	13,720	13,638	34,828	87,178	52,018	303,018	26,625	24,781	33,938	186,342	776,087
2025	13,851	13,768	35,159	88,006	52,512	305,897	26,878	25,017	34,261	188,112	783,460
2026	13,982	13,899	35,493	88,843	53,011	308,803	27,133	25,254	34,586	189,899	790,903
2027	14,115	14,031	35,830	89,687	53,515	311,737	27,391	25,494	34,915	191,703	798,417
2028	14,249	14,164	36,171	90,539	54,023	314,698	27,651	25,736	35,246	193,524	806,001
2029	14,385	14,298	36,514	91,399	54,537	317,688	27,914	25,981	35,581	195,363	813,658
2030	14,521	14,434	36,861	92,267	55,055	320,706	28,179	26,228	35,919	197,219	821,388
Total											17,059,276

6.3.1 Existing Countywide Disposal Capacity

Table 6-2 reflects the anticipated impacts on the amount of disposal capacity available in Sonoma County from 2000 to 2018, which includes the 15 years required by Section 18755.30(3) of the CGR. Estimated disposal capacity impacts are shown in both tons and cubic yards. Waste generation, diversion, and disposal rates were derived assuming the programs in the SRRE are implemented.

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

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

6.3.2 Anticipated Countywide Disposal Capacity Needs

Tables 1A and 1B display the projected countywide disposal capacity needs until 2030 in terms of tons and cubic yards, respectively. Strategies involving disposal outside of Sonoma County are discussed further in Section 6.7.

6.4 CRITERIA FOR ESTABLISHING NEW OR EXPANDING EXISTING SOLID WASTE FACILITIES

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

6.4.1 Siting Criteria Development

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

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

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

6.4.2 Siting Criteria and Their Application

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

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

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

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

before the criteria are used to identify potential sites.

- Seek nominations from property owners for land to be considered as a potential site.
- Apply the comparative criteria to each of the sites nominated or identified in this review by the County. Rank the sites to identify the best ones to be evaluated in a process to comply with CEQA.

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

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

6.4.2.1 Exclusionary Criteria

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

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

- Lands within the Coastal Zone
- Lands designated with the following land use in the County General Plan
 - Urban Residential
 - Rural Residential
 - General or Limited Commercial
 - Recreation and Visitor Serving Commercial
 - General and Limited Industrial
 - Public/Quasi-Public (unless the designation is applied to accommodate a landfill)

6.4.2.2 Comparative Criteria

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

Environmental

1. Groundwater Flow System: ~~Objective RC 3.1 of the County General Plan states that In accordance with the County General Plan, watersheds and groundwater basins should be preserved by avoiding the placement of potential pollution sources in areas with high percolation rates. Therefore, sites located outside of recharge areas are the most desirable for landfill construction and operation.~~
2. Proximity to Surface Water: The proximity of a site to surface water and existing or beneficial uses of the surface water is of obvious importance. A candidate site which is far from a surface water body would be a highly rated site. A poorly rated site would be one that is near a surface water body.
3. Depth to Groundwater: The water table depth in the underlying sediments is important for both landfill operational considerations (such as placement of groundwater monitoring wells) and also from a standpoint of potential groundwater contamination.

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| 4. | Existence of Wetlands: | Federal regulations for siting landfills (40 CFR 258) prohibit the location of landfills in wetlands unless the construction and operation of the landfill will not cause or contribute to violations of state water quality standards, violate toxic effluent standards under the Clean Water Act, violate the Marine Protection Act, jeopardize endangered species, or cause degradation of wetlands. Data sources to be evaluated will include those from the California Department of Fish and Game, California Native Plant Society, and the Corps of Engineers. |
| 5. | Air Quality - Non-Attainment for Particulates | This criterion will measure whether an area is in attainment PM ₁₀ and ozone. A site in a non-attainment area would be less desirable than one in an attainment or unclassified area. Wind direction and distance to nearby sensitive receptors will also be considered in evaluating this criterion. |
| 6. | Proximity to Threatened or Endangered Species - Animals: | In accordance with federal regulations the operation of a landfill at a site which would cause or contribute to the taking of any endangered species of plant, fish, or wildlife could constitute a fatal flaw. Similarly, the facility or operation cannot result in the destruction of critical habitat of endangered or threatened species. Data sources to be evaluated will include the State Department of Fish and Game, Federal Fish and Wildlife Service, and General Plan Open Space Element, Critical Habitat designations. |
| 7. | Proximity to Threatened and Endangered Species- Plants: | This criterion is similar to the criterion above, except that it covers threatened or endangered plant species. Data sources to - Plants be evaluated will include the State Department of Fish and Game, California Native Plant Society, and General Plan Open Space Element, Critical Habitat designations. |

Community

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| 1. | Population Density Near Site: | This criterion is used as one measure of the proposed landfill's potential impact on people. |
| 2. | Compatibility with Adjacent Land Uses: | Existing and proposed land uses are considered. Also considered is the site's potential for impact mitigation. |
| 3. | Residents Along Access Routes/Road Safety: | This criterion reflects the number of residents being affected by haul traffic to a potential site. |
| 4. | Schools and Hospitals Along Access Routes: | This criterion measures the impact of solid waste truck haul traffic, including noise, traffic congestion, and safety considerations, on sensitive receptors such as schools and hospitals. |

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| 5. | Proximity to Parks or Resource Lands: | Landfills would generally be excluded from within a Federal Recreation Area, State Park, Department of Natural Resources – Natural Resources Conservation Area, County Park, etc. Sites valued for their pristine environment or held in reserve for use at a future time and are incompatible with a landfill. |
| 6. | Presence of Cultural, Historic, or Archaeological Resources: | This criterion excludes locations which would interfere with the County General Plan's goal of preserving sites with significant archaeological, historical, or cultural resources. These resources include sites on the National and State Historic Register, areas identified as being of archaeological importance to Native Americans, and those sites/buildings/trees that have been identified as significant by the County Landmarks Commission. |
| 7. | Visual Impacts of Site: | The magnitude of the landfill visual impacts relates to the location and topography of the site and to the availability of buffers to screen the operations. Aesthetics impacts are also important to consider. |
| 8. | Proximity to Major Transportation Corridors: | This criterion considers the effects of landfill traffic on local roads, as well as the costs of hauling waste to a landfill. Those sites that are close to major transportation corridors will be less likely to impact local roads and residents (traffic congestion, noise, safety concerns, etc.) than sites located farther from major roads. Those sites closer to major transportation corridors would require less fuel to reach; this would help meet the county's goal of conserving energy. |

Engineering

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| 1. | Soil Suitability: | A more highly rated site would have both fine- and coarse-grained soils which could provide bottom soil liner, final soil cover and intermittent soil cover during operation. The use of on-site soils can reduce the cost of landfill construction and the impacts of importing off-site materials. |
| 2. | Geology: | This criterion is a measure of the permeability/transmissivity of materials underlying a proposed site. The geologic materials that have been identified in Sonoma County can be generally divided up into two groups: (1) unconsolidated deposits and (2) semi-consolidated to consolidated rocks. The permeability and transmissivity of materials within these general groups can be an indication of site security in terms of leachate and gas containment and as an indication of barriers to groundwater movement. |

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3. **Fault Areas:** Proximity to active fault areas is an important criteria in terms of maintaining the integrity of the landfill control structures (such as leachate and gas collection) and the engineering measures that would be needed to prevent damage from seismic movements. State and Federal regulatory requirements for earthquake fault zones will be followed to evaluate potential landfill sites.
4. **Unstable Areas:** Locating landfills on sites that have unstable geological conditions is generally undesirable. Unstable areas are defined as those locations that are susceptible to natural or human-induced events or forces capable of impairing the integrity of some or all of those landfill structural components that are responsible for preventing releases to the environment (such as leachate or gas control structures). Criteria categories are:
- Category A – Areas of greatest relative stability due to low slope inclination – dominantly less than 15%.
 - Category B – Areas of relatively stable rock and soil units on slopes greater than 15% containing few landslides
 - Category Bf – Locally level areas within hilly terrain - may be underlain or bounded by unstable or potentially unstable rock materials
 - Category C – Areas of relatively unstable rock and soil units on slopes greater than 15% containing abundant landslides
 - Landslide Area – Areas of lowest relative slope stability; failure and downslope movement of rock and soil has occurred or may occur
 - Flood Hazard, 100-year Flood Plains: Federal regulations (40 CFR 258) prohibit the placement of a landfill within a 100-year flood plain. The hazard from floods is due primarily to potential erosion, washout of waste from the site and restrictions on reducing the water storage capacity of a watershed basin.
 - Seismic Impact Zones: Federal regulations for siting landfills (40 CFR 258) prohibit development of a landfill in seismic impact zones unless it can be proven that all containment structures (leachate

collection system, surface water collection system, etc.) have been designed to resist the maximum horizontal acceleration of the earth beneath the site.

- Annual Precipitation: This criterion measures how much water will need to be contained on the landfill site, both on the surface of the landfill property as runoff and within the landfill as leachate.
- Erosion Potential: Soil characteristics, slope, and surrounding topography may create conditions that are particularly susceptible to erosion (from rainfall). Erosion results in stormwater runoff having high levels of sediment with the potential for impacting water quality in surface waters. Extensive and costly engineering controls may be required to prevent stormwater runoff, and siltation and sedimentation impacts to nearby surface water.

Administrative

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

Economic

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

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

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

~~6.4.4 Local Jurisdiction Compliance Agreements~~

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

6.5 PROPOSED SOLID WASTE FACILITIES

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

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

6.6 CONSISTENCY WITH COUNTY GENERAL PLAN

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

6.6.1 Sites Reserved For Solid Waste Disposal or Transformation Facilities

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

6.6.2 Sites Tentatively Reserved For Solid Waste Disposal or Transformation Facilities

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

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

~~Sonoma County will have sufficient disposal capacity to last in excess of 15 years at the expanded Central Disposal Site. Therefore, this section will be addressed in future five-year reviews when it is clear that the Central Disposal Site has reached full capacity, and there are no new sites available for establishing new disposal or transformation capacity. Due to significant uncertainties, the County of Sonoma is not considering in-county disposal at this time, although potential sites for disposal may exist within Sonoma County. Risks associated with expansion of the Central Landfill have caused in-County disposal to be rejected as the County of Sonoma's on-going disposal strategy. The SCWMA supports efforts to identify potential in-county disposal sites.~~

6.7.1 Short Term Disposal Strategy

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

6.7.2 Medium Term Disposal Strategy

As there are no current plans to establish a new or expand an existing disposal facility in Sonoma County, the County's medium term (2010 - 2030) disposal strategy will consider the following two options:

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

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

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

6.7.3 Waste Transport by Truck

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

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

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

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

6.7.4 Waste Transport by Rail

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

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

While WBR increases accessibility to a larger number of disposal sites than truck hauling, there is significant capital investment required. This necessitates an agreement between a significant number of Cities and the County to share the capital costs, and a long term commitment to WBR

in the form of 20 to 25 year contracts with the North Coast Rail Authority (NCRA) and the destination landfill(s). Potential capital investments include the retrofit of existing transfer stations to accommodate the intermodal operating system, the purchase of sufficient intermodal containers to satisfy the disposal needs of Sonoma County, and the development of at least one or more loading stations along the rail line.

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

6.7.5 Divestiture of County Disposal System

The County is considering a process in which a private organization may assume ownership of the County Disposal System, either in part or in whole. A private owner may pursue actions which would allow for waste to again be deposited at the Central Disposal Site. Such actions would likely include additional remediation and waste discharge requirement efforts at the site, which would occur under the direction of the RWQCB and possibly other applicable agencies. In addition, any resumed or expanded landfilling operations at the Central Disposal Site would also be subject to applicable CEQA review requirements, and may require a County Use Permit.

6.8 SITING ELEMENT IMPLEMENTATION

6.8.1 Responsible Agencies

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

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

6.8.2 Implementation Tasks

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

Task 1. Siting Study/Options Evaluations

- a. Siting Study will include the Board of Supervisors adopting the refined Siting Criteria and an environmental and economic consideration of various long-term disposal options.
- b. Screen county for candidate sites and request public nomination of sites.
- c. Apply first round siting criteria to candidate sites, develop ranking, and review criteria application.

- d. Complete first round ranking of sites. It is expected that 8 to 13 sites may be identified at this step.
- e. Second round of screening of sites with field confirmation of significant siting criteria.
- f. Rank sites and recommend 3 to 5 sites as final candidates in report to Board of Supervisors. Board accepts report and gives direction to staff to proceed with preliminary design and CEQA.

Task 2. Preliminary Design

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

Task 3. CEQA

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

Task 4. Final Design

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

Task 5. General Plan Amendment

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

Task 6. Permits

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

6.8.4 Revenue Sources

Funding for the implementation of the Sonoma County Siting Element and all facility siting programs and procedures ~~will be funded through the County's Solid Waste Enterprise Fund. All revenues for this fund are derived from tipping fees levied at County-owned solid waste facilities~~ need to be identified for any proposal concerning solid waste facility siting. If the County of Sonoma makes the decision to site a new landfill, funds for implementing the siting element would come from a tipping fee surcharge. If another public or private entity intends to establish a new landfill site, either entity would be responsible for funding the implementation of the siting element.



Agenda Item #: 9.1
Cost Center: All
Staff Contact: Klassen
Agenda Date: 1/20/2010

ITEM: Agency Staffing Services

I. BACKGROUND

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 Agency staff members would remain County of Sonoma employees.

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.

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, data processing, communications, etc. for which the Agency contracts with the County. The MOU will need to be amended to reflect the new Executive Director agreement between the County and the Agency. A draft of the MOU amendment is included as **Attachment B**.

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 that the employment services contract will be similar to a County Unrepresented Administrative Manager employment contract. A proposed draft is attached as **Attachment C**.

The selected candidate will receive county benefits similar to other County Unrepresented Administrative Managers such as medical, dental, life insurance and retirement benefits. Negotiable items will be within the purview of the Agency Board, these items may consist of starting salary, term, starting vacation accrual levels. These terms will be input into the County's employment contract after a candidate has been selected, and the terms negotiated with the individual. The Executive Director's at-will employment services contract with the County may be an annual or longer agreement. Sonoma County employment contracts are normally three years in length. The Agency will need to agree to reimburse the County for all salary and benefits, established under the Salary Resolution that applies to Unrepresented Administrative Managers as they might be changed in the future by the County Board of Supervisors. Items such as changes to medical coverage contributions, contributions to deferred compensation accounts, professional development allowance, cost of living adjustments, which are provided across the board to all unrepresented administrative management employees of the County would be provided to the Executive Director as well.

The proposed agreement (Attachment A) between the County and the Agency has been drafted to provide for a maximum term through the expiration of the existing Joint Powers Agreement, February 2017, unless earlier terminated. This agreement lists the general duties of the Executive Director position, the salary and benefits to be paid and provided to the Executive Director, the supervisorial 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, termination, leave time and a number of the same provisions found in the agreement between the Agency and the County. Instead of a three party agreement, the agreement between the Agency and the County and the agreement between the County and the Executive Director together, will specify all of the terms of the employment relationship between the Executive Director and the County as well as the reporting relationship between the Agency and the Executive Director.

Attachment D is a draft of the Job Description for the position which was developed by the subcommittee after reviewing and discussing the needs of the position and the qualifications and abilities desired. The salary proposed is the salary for the former Recycling Manager position. This salary was found to be consistent with like positions at agencies with similar size and functions. The subcommittee is proposing that the salary be indicated to be "proposed", to provide the Board with the flexibility to modify the salary if need be to secure the right individual for the position.

The Attachments A-D consisting of the County/Agency Agreement, the amended MOU, and the Employment Services Agreement and the Job Description have all been provided to the County Human Resources Department and the County Counsel's office for their review and staff has not yet received their comments.

III. NEXT STEPS

Expected next steps are:

- Complete the Agreements at a County and Agency staff level (January/February 2010)
- Agency Board approval of Agency and the County of Sonoma for Executive Director and Amended MOU agreements (Feb. 2010)
- County Board approval of the Agreement between the Agency and the County of Sonoma for Executive Director Services and Amended MOU. Board approval must also include the steps necessary at the County level to create the new Executive Director position and delete the existing Recycling Manager position (March 2010)
- Advertise the position (March 2010)
- Candidate interviews and selection (April/May 2010)
- Employment Contract negotiation (May 2010)
- County and candidate execution of Employment Contract (June 2010)

IV. INTERIM EXECUTIVE DIRECTOR

As the establishment, recruitment and hiring of the new "at will" Executive Director may take approximately six more months to complete. The staffing subcommittee recommended bring forward for discussion, by the full Board, whether the Agency Board should consider appointment of an Interim Executive Director position to cover the gap and relieve the County of its obligation to provide Interim Executive Director services. The current interim Executive Director provided by the County is the Deputy Director of the Department of Transportation and Public Works, Susan Klassen. Serving as the interim Executive Director is an added duty along with her regular full time Deputy Director assignments.

The pros and cons of hiring an interim Executive Director discussed by the subcommittee are as follows:

Pros:

- The Agency would benefit by having a full time interim Executive Director sooner. The County's interim Executive Director does not have the time to do more than keep existing projects going, supervise Agency staff, manage the budget and prepare and staff Agency meetings. Such items as involvement in legislative issues and committees at a State level and long range strategic planning for the Agency are not getting worked on currently. Nor is there the time to take on projects to help Agency staff.
- The County Transportation and Public Works Department staff would benefit by having relief from the interim duties.
- An Agency appointed interim Executive Director would not have a County/Agency conflict of interest and would be under direct control of the Agency Board, which are the objectives of creation of the permanent position.

Cons:

- The only way the Agency can hire an Executive Director in the interim is through contracting with an outside agency, or consulting firm.
- The interim period is only 6 months, and by the time new interim is trained the assignment would be nearly over. The County staff may simply spend time training instead of directing and then potentially have to train another individual when the permanent candidate is selected.
- Selecting a new interim at this time, may be seen as pre-determining the outcome of the future recruitment and may lessen the interest of other qualified candidates.
- The process to select an interim may not provide the Agency with an interim much sooner than the permanent recruitment.
- The Agency staff will potentially experience three different Executive Directors in the space of less than a year.

Therefore, the subcommittee, wished to discuss two questions:

- 1) Should there be an interim Executive Director appointed by the Agency?
- 2) If so, how should that interim Executive Director be selected?

V. 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 at the Recycling Manager pay range and five additional staff. There are additional funds budgeted for services such as accounting and auditing, engineering, data processing and computer services. The impact to the budget will not be fully known until final terms are negotiated with the individual.

VI. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends tentatively approving the draft agreements and authorizing staff working with the Ad Hoc subcommittee and County HR and Counsel to finalize the agreements for Agency and Board of Supervisors approval, completing the job description and proceeding toward opening the recruitment. Staff requests direction as to the hiring of an interim Executive Director.

VII. ATTACHMENTS

- Attachment A - Draft Agreement between the Agency and the County of Sonoma for Executive Director Services
- Attachment B - Draft Amendment to MOU for staffing services

- Attachment C - Draft Executive Director Employment Agreement between the selected candidate and the County of Sonoma
- Attachment D - Draft Job Description for Executive Director

Approved by: 
Susan Klassen, Interim Executive Director, SCWMA

Attachment A

DRAFT – FOR DISCUSSION PURPOSES 1/20/10

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 “AGENCY”), 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”), AGENCY is authorized to enter into an agreement with the County for staff services; and

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

WHEREAS, the County and AGENCY have entered into a Memorandum of Understanding for Staff Services (hereinafter “MOU”).

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

TERMS

1. **TERM**. This Agreement shall become effective upon the date first written above and shall expire on February 11, 2017, 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.

2. **SERVICES TO BE PROVIDED BY COUNTY**. County shall provide the following services subject to AGENCY abiding by County Human Resource and, if applicable, Civil Service policies and procedures governing such services:

(a) **Executive Director.** The AGENCY Board of Directors shall select an individual to serve as AGENCY'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 AGENCY Board of Directors and the same benefits, including, but not limited to, health insurance, vacation, and retirement, generally provided by County to County unrepresented administrative manager positions. The Executive Director shall perform his or her duties as required by law, the JPA Agreement and as specified or directed by AGENCY. County agrees that AGENCY, 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 AGENCY Board meetings.
- Calling and noticing AGENCY 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 AGENCY.
- 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 AGENCY budget, management of AGENCY financial accounts, including the processing of AGENCY fees and charges, the processing of payment of AGENCY charges and expenses, and the preparation of required fiscal reports.
- Informing AGENCY's Board of Directors of new legislation, correspondence to AGENCY, current events and matters of interest relating to AGENCY.
- Supervising additional County employees serving as AGENCY staff.
- Responding to inquiries from Agency Board members and developing policies for maintaining positive relations between the Agency Board and staff.
- Providing management and oversight required for the planning, development, implementation and operation of AGENCY'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 AGENCY.

(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 AGENCY, 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, AGENCY 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, any and all County departments providing services to AGENCY shall contact AGENCY to negotiate conditions of reimbursement and shall accommodate the necessary aspects of the approved AGENCY Budget into the County budget. Representatives from AGENCY and County shall meet prior to adoption of the respective annual County and AGENCY 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) **AGENCY Related Travel Expense Reimbursement.** 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) **Workers' Compensation Coverage:** AGENCY shall reimburse County for workers' compensation coverage at the rates established by County each fiscal year.

(d) **Adjustment for Additional AGENCY Requested Services.** AGENCY 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 AGENCY.

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 AGENCY of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. County shall submit such invoices monthly 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 AGENCY, and the Director of the Department of Transportation and Public Works on behalf of County.

7. **APPROPRIATIONS.** AGENCY 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 AGENCY prior to County approval of a contingency transfer. Any County appropriations in excess of AGENCY's budget for the current fiscal year shall be charged as an expense in AGENCY's current fiscal budget and shall be reimbursed to County in the following fiscal year.

8. **TAXES.** As between AGENCY 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 AGENCY under this Agreement. County agrees to indemnify and hold AGENCY 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 AGENCY is audited for compliance regarding any such withholding or payment of taxes, County agrees to furnish AGENCY with proof of the withholding or payment action by County.

9. **ACCESS TO RECORDS/RETENTION.** AGENCY 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 AGENCY makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with AGENCY in providing all necessary data in a timely and responsive manner to comply with all AGENCY 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 AGENCY and all other County employed AGENCY staff shall not perform any work under this Agreement that might reasonably be considered detrimental to AGENCY's interests. AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY 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 AGENCY shall operate as an officer of AGENCY, County and its officers, agents and employees are not, and shall not be deemed, AGENCY 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 AGENCY may monitor the work performed, and AGENCY rather than County shall be responsible for directing the actions of the Executive Director of AGENCY when such person is acting on behalf of AGENCY. The Executive Director shall be responsible for determining the

method and manner whereby Agency staff shall perform their duties. AGENCY 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 AGENCY 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, AGENCY 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 AGENCY when such act or omission is pursuant to specific direction by AGENCY.

14. TERMINATION. This Agreement may be terminated prior to the expiration date by either AGENCY or 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.

AGENCY

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

Fax: (707) 565- 3701

E-Mail: ekoetkel@sonoma-county.org

COUNTY

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

(707) 565-2620

pdemery@sonoma-county.org

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 AGENCY, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any other provision that AGENCY 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 AGENCY, through its Chair, where permitted by law and AGENCY 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.

“AGENCY”:

Sonoma County Waste Management Agency

By _____
Chair of the Sonoma County Waste Management Agency

APPROVED AS TO FORM:
AGENCY Legal Counsel

By _____

“COUNTY”:

County of Sonoma

By _____
Chair of the Board of Supervisors

ATTEST: _____,
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM:
County Counsel

By _____

ATTACHMENT B

DRAFT – FOR DISCUSSION PURPOSES 1/20/10

MEMORANDUM OF UNDERSTANDING FOR STAFF SERVICES

This Memorandum of Understanding is made and entered into this ____ day of ____, 20__ 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, the parties entered into a Memorandum of Understanding for Staff Services on June 23, 1992, July 11, 2000, and again on September 18, 2007 ("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 Executive Director Services. Agency and County contract for Executive Director Services through the agreement entitled "Agreement for the Provision of Staff Services (Executive Director) by the County of Sonoma to the Sonoma County Waste Management Agency" and dated February ____, 2010. Agency's Executive Director reports to and serves at the pleasure of the Agency Board of Directors and, through an employment agreement between County and the Executive Director, shall be an at-will employee of County.

1.2 County to Provide Non-Executive Director Staff for Agency. In addition to the Executive Director position, appropriate non-Executive Director staff shall be provided to Agency by County. Such staff members will be and shall remain employees of County. Agency shall not be liable or responsible for the provision of employee wages, salary, benefits, workers' compensation or pension for these staff members. Agency shall reimburse County for staffing services costs as provided in Agency's annual budget, attached and incorporated into this Agreement as Exhibit A.

1.3 Agency to Reimburse County. County shall submit monthly bills to Agency for services rendered pursuant to Section 1.2 above. Should any bills remain unpaid at the end of

Deleted: 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 ¶

Deleted: and again on

Deleted: 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.

Deleted: At all times,

Deleted: the Manager and any and all other staff

Deleted: the

Deleted: the

Deleted: the

Deleted: and

Deleted: the

Deleted: ¶
1.2

Deleted: 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.

Deleted: 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.

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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 on behalf of Agency. 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 work performed on behalf of Agency.

Deleted: hereunder

Deleted: this Agreement

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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

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ATTEST:

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

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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

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ATTACHMENT C

DRAFT – FOR DISCUSSION PURPOSES 1/20/10

AGREEMENT FOR PERSONAL SERVICES, EXECUTIVE DIRECTOR OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY

This Agreement is made this _____ day of _____ by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "COUNTY") and _____ (hereinafter called "EMPLOYEE").

WITNESSETH:

WHEREAS, EMPLOYEE acknowledges that by accepting the position of Executive Director of the Sonoma County Waste Management Agency ("Agency"), he/she will be an at-will employee, that as such, his/her position will be in the unclassified service under the Sonoma County Civil Service System and that he/she will retain no right of restoration to any previously held classified position with COUNTY under said system other than as provided in Rule 8.9 of the Rules of the Sonoma County Civil Service Commission;

NOW, THEREFORE, BE IT AGREED by and between the parties as follows:

1. Employment Term. COUNTY hereby employs EMPLOYEE in the position of Executive Director of the Sonoma County Waste Management Agency ("Agency") for a period of three (3) years, commencing on _____, 2010, and ending on _____, 2013 ("Expiration Date"), subject, however, to termination as hereinafter provided.

2. Tenure. EMPLOYEE shall serve at the will and pleasure of the Agency's Board of Board of Directors and expressly waives and disclaims any right to any pre-termination or post-termination notice and hearing.

3. Termination.

(a) Notwithstanding anything else contained herein to the contrary, COUNTY may terminate EMPLOYEE's employment with or without cause only upon written direction of the Agency Board of Directors.

(b) Termination of EMPLOYEE's employment without cause may be effected by COUNTY providing written notice to EMPLOYEE, but only upon written direction of the Agency Board of Directors. Upon receipt of written notice from Agency, COUNTY shall, by the end of the next business day, provide notice of termination to EMPLOYEE. Upon such termination, EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days following termination and to be computed by the COUNTY'S Auditor-Controller at the rate applicable on the day of termination plus the cash equivalent of all accumulated vacation as of the day of termination. In addition to the foregoing, EMPLOYEE shall also be entitled to be compensated for one-fourth (1/4) of

unused sick leave; one hundred percent (100%) of EMPLOYEE's floating holiday balance, converted and accrued as compensatory time pursuant to the Sonoma County Salary Resolution; and EMPLOYEE's deferred compensation balance. EMPLOYEE's health benefits and the COUNTY's portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against COUNTY and/or Agency, arising out of his/her employment.

(c) Upon written notice provided to COUNTY by Agency and written notice provided to EMPLOYEE by COUNTY, EMPLOYEE's employment shall automatically cease and terminate, and neither Agency nor COUNTY shall have any further obligation to compensate or employ EMPLOYEE in any manner or capacity of any nature whatsoever. Such expiration shall be effective regardless of whether EMPLOYEE had or had not performed satisfactorily during the term of this Agreement.

This Agreement shall automatically renew for an additional three-year Term, and a new Expiration Date accordingly shall be established, unless COUNTY, upon written direction by Agency Board agrees to give written notice of its intention of non-renewal at least sixty (60) calendar days in advance of the initial Expiration Date or any succeeding Expiration Dates, provided, however, that failure to give sixty-day notice of non-renewal shall cause this Agreement to be extended for an additional period of sixty (60) calendar days from date of notice of non-renewal. Notice is accomplished by Agency depositing a written notice in the United States mail or by personal delivery to COUNTY by COUNTY depositing a written notice in the United States mail or by personal delivery that is addressed to EMPLOYEE at his/her last known address. EMPLOYEE shall be entitled to additional salary and deferred compensation equal to that which would accrue during ninety (90) calendar days after the final termination date plus the cash equivalent of all accumulated vacation, compensating time off, and sick leave (as provided in the Sonoma County Salary Resolution) computed by COUNTY's Auditor-Controller as of the day of final termination as described in Section 3(b) above. EMPLOYEE's health benefits and the COUNTY'S portion of the premium contribution shall continue to remain in effect for a period of ninety (90) calendar days from date of termination. EMPLOYEE's acceptance of the above shall constitute a final settlement and satisfaction of all claims of EMPLOYEE against COUNTY and/or Agency arising out of his/her employment. In no event shall this Agreement be construed to extend beyond the expiration of the Agency's Joint Powers Agreement ("JPA Agreement") in 2017, unless a new joint powers agreement is executed prior to the expiration of the current JPA Agreement, in which case this Agreement continues in full force and effect.

(d) Agency may terminate EMPLOYEE's employment for just cause at any time by giving COUNTY notice of employment discrepancies and COUNTY giving EMPLOYEE an opportunity to respond to such discrepancies prior to termination. Notice is accomplished by Agency depositing a written notice in the United States mail that is addressed to COUNTY or by personal delivery and by COUNTY then depositing a written notice in the United States mail that is addressed to EMPLOYEE at his/her last known address. After termination for just cause has been effected, EMPLOYEE shall have no further rights under this Agreement or to continued employment with the COUNTY. Just cause includes, but is not limited to, unauthorized absence; conviction of a felony or of any criminal act involving moral turpitude; conduct which brings discredit to the Agency; disorderly conduct; incapacity due to

mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a departmental policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents while on County property or in vehicles during working hours or reporting to work under such conditions, or abuse of alcohol or drugs while in County uniform (possession and proper use of drugs prescribed by a licensed physician and appropriate possession of unopened alcoholic beverages are not prohibited by this section); negligence or willful damage to public property or waste or theft of public supplies or equipment; refusal to comply with a proper directive to undergo a medical examination as issued by an appointing authority; falsification of any records, such as medical forms, time cards or employment applications, or making material dishonest work-related statements to other employees at work or committing perjury; unauthorized use of County vehicles and equipment; conviction of driving under the influence, reckless driving, or hit-and-run driving whether on or off the job, in a County vehicle; unauthorized possession of weapons or explosives on County premises; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to County property; and sexual harassment of or unlawful discrimination against another employee or applicant for employment Any other just cause not set forth above, must be of similar egregious conduct.

(e) EMPLOYEE may terminate his/her employment at any time by delivering to Agency Board his/her written resignation. Agency shall notify COUNTY as soon as possible of Employee's resignation. Such resignation shall be irrevocable and shall be effective not earlier than ninety (90) calendar days following delivery.

(f) From the date upon which EMPLOYEE either resigns or learns of the COUNTY's intention to terminate the Agreement to the actual date upon which the resignation, termination or expiration becomes effective, EMPLOYEE shall continue to devote his/her full time, attention and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner. If requested, EMPLOYEE shall assist COUNTY and Agency in orienting EMPLOYEE's replacement and shall perform such tasks as are necessary to effect a smooth transition in the leadership of the Agency. These tasks may also include providing information or testimony regarding matters which arose during EMPLOYEE's term as Executive Director of the Sonoma County Waste Management Agency.

(g) EMPLOYEE acknowledges, understands and warrants that EMPLOYEE shall have no further right or claim to employment after the expiration of this Agreement, and that no other document, handbook, policy, resolution or oral or written representation, of any nature whatsoever, shall be effective or construed to be effective to extend the term hereof or otherwise grant EMPLOYEE any right or claim to continued employment with COUNTY. This warranty has been relied upon by COUNTY as a material inducement to enter into this Agreement and, in the absence thereof, COUNTY would not have entered into this Agreement.

4. Administrative Leave. Upon receiving a specific complaint or charge brought against EMPLOYEE by another person or employee, the Agency Chair may direct COUNTY to place EMPLOYEE on administrative leave when, in the sole opinion of the Chair,

EMPLOYEE's temporary removal from office would be in the best interests of Agency and/or COUNTY. The Chair's decision to place EMPLOYEE on administrative leave is subject to ratification by the Agency Board at its next, legally permissible, noticed Board closed session meeting. The Chair's decision remains subject to review, at anytime, by the Agency Board of Directors. The administrative leave will commence upon the County's delivery to EMPLOYEE's office of a written notice to that effect. The County shall also deliver a copy of the notice to the employee, determined by the Agency Chair, to be next in authority. Upon the delivery of the notice to EMPLOYEE's office, EMPLOYEE's duties under paragraph 7 of this Agreement are suspended but all other provisions of this Agreement shall remain in full force and effect. Thereafter, EMPLOYEE's duties under paragraph 7 of this Agreement shall be performed by the employee next in authority until further written notice by the Agency Chair. COUNTY and EMPLOYEE agree that COUNTY will incur damages, if, during the period of administrative leave, EMPLOYEE performs or attempts to perform any of the duties provided in paragraph 7, or in any other way interferes with the administration or operation of the Agency. COUNTY and EMPLOYEE agree that the measurement of these damages would be difficult and speculative and accordingly further agree that if EMPLOYEE performs or attempts to perform any of the duties provided in paragraph 7, or in any other way interferes with the administration or operation of the Agency, that COUNTY's duties under Section 3 of this Agreement are discharged for each day during which EMPLOYEE engages in such non-cooperation and/or interference. The administrative leave and the suspension of the duties set forth in paragraph 7 shall terminate on the County's delivery to EMPLOYEE's office of a written notice to that effect.

5. Performance review. The Agency Board of Directors will review EMPLOYEE's performance every year.

6. Compensation.

(a) EMPLOYEE's salary shall be as established by the Agency Board of Directors and set forth in the Sonoma County Salary Resolution.

(b) Except as herein provided, EMPLOYEE shall be entitled to the same benefits generally available to COUNTY unrepresented administrative managers, as specified in the Sonoma County Salary Resolution.

7. Professional Performance. EMPLOYEE shall perform the duties of Executive Director of Agency as set forth in the job description for the position, as it now provides or may hereafter be amended by Agency.

8. Nonassignability. EMPLOYEE shall not during the term of this Agreement make any assignment or delegation of any of its provisions without the prior written consent of Agency and County.

9. Compliance with Law. EMPLOYEE shall, during his/her employment hereunder, comply with all laws and regulations applicable to such employment.

10. Definition of Sonoma County Salary Resolution. The Sonoma County Salary Resolution, as defined within this Agreement, shall be COUNTY's Board of Supervisors' Salary

Resolution _____ as amended or until superseded by further resolution(s) of the Board of Supervisors.

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

ATTEST:

COUNTY OF SONOMA

Clerk of the Board

By _____
Chair, Board of Supervisors

EMPLOYEE

Cindy Moore

Sonoma County Human Resources Department

EXECUTIVE DIRECTOR

SONOMA COUNTY WASTE MANAGEMENT AGENCY

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

DEFINITION

The Sonoma County Waste Management Agency (SCWMA) is an independent joint powers agency which includes the County of Sonoma and all 9 Sonoma County cities (Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Town of Windsor) as member agencies. The SCWMA Board of Directors is a 10 member board with each member agency having one representative. The SCWMA was formed in 1992. The Agency has an annual budget of approximately 8 million dollars. The SCWMA offices are located within the County of Sonoma government office complex in Santa Rosa. The Executive Director is an at-will County of Sonoma employee who serves at the pleasure of the Board of Directors of the SCWMA.

Under appointing authority and policy direction of the Board of Directors of the SCWMA, the Executive Director plans, organizes and directs the operation of the SCWMA; provides lead staff (Executive Director) support to an independent agency; manages and coordinates the work of 5 county 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, organic waste composting, source reduction, public education; and performs related duties as required.

The ideal candidate will possess outstanding interpersonal skills, will keep staff and the SCWMA Board equally informed, and will provide balanced professional assessment and reporting of issues facing the SCWMA. The incoming Executive Director shall be a proactive forward thinking leader who stays on top of legislative affairs and keeps the SCWMA at the forefront of the industry.

DISTINGUISHING CHARACTERISTICS

This single position class will be a contract county employee, whose appointing authority is the SCWMA Board of Directors and has day to day responsibility for the management and operation of all functions of the SCWMA. As such, the Executive Director must use considerable independent judgment and discretion in staff supervision and delegated project administration and management including the prioritization and coordination of mandates, goals and objectives. The Executive Director will report directly to the SCWMA Board. The Board will direct, supervise and evaluate the Executive Director.

TYPICAL DUTIES

Plans, organizes and directs the operation of all functions for the SCWMA.

Initiates/participates in strategic planning efforts for the benefit of the SCWMA in County, private sector and regional venues.

Responsible for developing and implementing the SCWMA annual budget; includes coordination with

County (accountant and auditor services); and provide budgetary forecasts to the SCWMA Board of Directors as requested.

Assists in formulating long-range goals of the Agency 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.

Provides on-going support to the Agency Board to maximize their effectiveness including: facilitating new Board member orientation, providing Board training on specific issues or topic areas; and identifying ways to streamline meetings and maximize the efficient use of the Board members' time.

Supervises, directs, develops and evaluates subordinate staff (County employees) 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 by the SCWMA Board of Directors.

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

The ideal candidate must possess 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 Agencies ; 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.

The ideal candidate will possess the ability to face complex challenges related to the SCWMA including:

- Location and development of a site for the continuance of the SCWMA's organic waste composting program.
- Development and implementation of a sustainable funding strategy for the SCWMA.
- Extension of the current Joint Powers Agency Agreement beyond its expiration in 2017.

Must have the 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. A bachelor's degree in business administration, public administration, marketing, environmental studies, or a related field, from an accredited college or university is required. The ideal candidate should have seven years of full-time, increasingly responsible, professional experience in recycling or solid waste management, including at least four years experience with administrative and supervisory responsibilities for marketing and/or public information, program planning and administration, and staff supervision.

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: January 2010



Agenda Item #: 10.1
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 1/20/2010

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 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 HHW Operations Contract to be included in the next Request for Proposals (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".

Sonoma County is threatened by a multitude of potential disasters including flooding and earthquakes. As a result of a disaster, it is likely that household hazardous waste will be accumulated. At the December 2, 2009 Agency Board meeting, staff presented the outline of emergency response services to the Board. Staff's intention was to inform the new Board members, who were not serving on the Board when this item was presented in 2008, about the need for more comprehensive services. On December 2, 2009, after much discussion, the Board members agreed to continue this item to the January 20, 2010 meeting.

II. DISCUSSION

The purpose of this staff report is to provide the Board with options available in terms of removal and disposal of household hazardous waste during a disaster. It is assumed that each member city, town, and the unincorporated County have emergency response contracts in place in case of a disaster. According to the Joint Powers Agency Agreement, the Agency is responsible for all materials received at the HHWF. Materials are received at the facility through the following programs set-up by the Agency: Community Toxics Collections, Toxic Rover, and through direct drop-off by Sonoma County residents and by businesses that qualify as Conditionally Exempt Small Quantity Generators (CESQG). The Agency would not be responsible for materials collected outside of the Agency's programs.

Clean Harbors Environmental Services provides extensive emergency services, beyond the scope of the current Agreement with the Agency, and provides HHW Contracts for Emergency Response (ER) Services which can be signed and implemented if a disaster should arise. All services outlined in attachment "A" are covered through these HHW Contracts for ER Services. These services include

extra personnel and equipment. The HHW Contracts for ER Services with Clean Harbors Environmental Services can be entered into separately by any member jurisdiction.

Utilizing the HHW Contracts for ER Services through Clean Harbors Environmental Services is optional but may provide many benefits to the Agency member jurisdictions. HHW Contracts for ER services would be tied to the existing HHW Operations Contract with the Agency. If the Agency or any of the member jurisdictions were to enter into an Emergency Agreement with Clean Harbors Environmental Services, the disposal costs for hazardous waste collected during an emergency would be the same as the pricing in the current HHW Operations Contract. All hazardous waste collected through these contracts would pass through the HHWF located at the Central Disposal site on Mecham Rd.

Any available permanent staff working at the HHWF could be utilized during a declared emergency. Being able to utilize the personnel that are in the County working at the HHWF will allow for a quicker response time to an incident as well as a reduction in travel time as opposed to working with a contractor located outside of the County. There may be a need to bring in additional personnel if there is a large incident or if the permanent staff is not available.

Manifests and invoicing would be kept separate for each HHW Contract for ER Services. The Agency would not be a party to any individual agreement between a member jurisdiction and Clean Harbors Environmental Services. The HHW Contract for ER Services would piggyback on the Agency's HHW Operations Contract in terms of use of the facility, available staff, and the established rates for disposal of the waste collected. All costs would be the responsibility of the individual jurisdiction holding a contract. In the event of a declared emergency, the member jurisdictions would likely be reimbursed through Federal Emergency Management Agency (FEMA) and the Office of Emergency Services (OES) funding.

A contract utilizing the HHWF and the Agency's disposal pricing may be more convenient and less expensive than using licensed waste hauler agreements set up by each city, town, or the unincorporated County. Each jurisdiction has the opportunity to decide if such a contract would be beneficial. Staff will provide disposal costs and sample contracts to any member jurisdiction who is interested in reviewing or entering into a HHW Contract for ER Services with Clean Harbors Environmental Services.

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

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,Title19, 2730 et.seq.and 49CFR172.704 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