



Meeting of the Board of Directors

October 19, 2023
REGULAR MEETING

Closed Session begins at 8:30 a.m.
Regular Session at 9:00 a.m. or immediately following Closed
Session

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

Meeting will also streamed via Zoom:
<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470
US: +1 669 444 9171
Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

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Note: This packet is 145 pages total



Zero Waste Sonoma

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City of Santa Rosa Council Chambers
100 Santa Rosa Avenue
Santa Rosa, CA

PUBLIC COMMENT:

Public Comment may be submitted via recorded voice message or email. Public comment may also be made by “raising your hand” using the Zoom platform.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, October 18th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email leslie.lukacs@sonoma-county.org and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

COMMITMENT TO CIVILITY: The ZWS Board of Directors has a commitment to civility. To assure civility in its public meetings, the public is encouraged to engage in respectful dialog that supports freedom of speech and values diversity of opinion. Board Members, staff, and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit. Any commenters in violation of civility standards will be disconnected.



Agenda

Item

1. Call to Order
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)
Property: 5885 Pruitt Avenue Windsor, CA 95492
Agency Negotiators: Leslie Lukacs, Ethan Walsh
Negotiating Parties: David M. Carroll, John M. Shea II
Under Negotiation: Price and terms of payment
3. Adjourn Closed Session / Call to Order Regular Meeting
4. Agenda Approval
5. Public Comments (items not on the agenda)

Consent (w/attachments)

- 6.1 Minutes of the August 17, 2023 Meeting
- 6.2 August, September, October, and November 2023 Outreach Calendar
- 6.3 Zero Waste Sonoma FY 2020-21 and FY 2021-22 Audit of Financial Statements
- 6.4 Second Amendment to the Agreement for Compostable Materials Transport Services with Recology Sonoma Marin
- 6.5 Third Amendment to the Agreement for Short-Term Organic Materials Processing Services with Cold Creek Compost, Inc.
- 6.6 Resolution Authorizing the Agency's submittal of a Regional Application for the SB 1383 Local Assistance Grant Program

Regular Calendar

7. Notice of Intent to Acquire approximately 3.5 acres located at 5885 Pruitt Ave, Windsor, CA [Lukacs]
8. Annual Presentation of Waste Activities by Republic Services [Lukacs]
9. Regional Solid Waste Planning - Potential Expansion of the Sonoma County Central Disposal Site [Lukacs]
10. Consideration of an Agreement with Cascadia Consulting Group, Inc. to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County [Tan]



11. Closed Loop Partners Reusable Cup Pilots in Petaluma [Lukacs]
12. Boardmember Comments – NO ACTION
13. Executive Director Report – VERBAL REPORT
14. Staff Comments – NO ACTION
15. Next ZWS meeting: November 16, 2023
16. 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/Zero Waste Sonoma, 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 Zero Waste Sonoma 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 on the internet at www.zerowastesonoma.gov



To: Zero Waste Sonoma Board Members
From: Leslie Lukacs, Executive Director
Subject: October 19, 2023 Board Meeting Agenda Notes

Consent Calendar

These items include routine financial, informational 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 the August 17, 2023 Meeting
- 6.2 August, September, October, November 2023 Outreach Calendar
- 6.3 FY 20.21 & 21.22 Audit
- 6.4 Second Amendment to Recology Compostable Materials Transport
- 6.5 Third Amendment to Agreement for Organics Processing Cold Creek
- 6.6 Resolution to Submit SB 1383 Grant

Regular Calendar

7. Notice of Intent to Acquire approximately 3.5 acres located at 5885 Pruitt Ave, Windsor, CA

Zero Waste Sonoma has entered into negotiations with the landowners to purchase an approximate 3.5-acre Property for a purchase price of \$3,000,000. Staff recommends the Board Adopt a resolution which

- A) Declares the Board's intention to purchase approximately 3.5 acres located at 5871-5895 Pruitt Ave., Windsor ("Property")
- B) Schedules 9:00 a.m. on November 16, 2023, as the time when the Board of Directors will consider the authorization of the purchase, and
- C) Directs the Clerk to publish the Notice of Intent pursuant to Cal. Gov. Code Sects. 25350 and 6063.

8. Annual Presentation of Waste Activities by Republic Services

Republic Services will be fulfilling their contractual obligation by providing an update on the progress made towards achieving the goals established in the MOA. **This agenda item is informational and no action is required by the Board at this time.**

9. Regional Solid Waste Planning - Potential Expansion of the Sonoma County Central Disposal Site

On September 12, 2023, Sonoma County's Sonoma Public Infrastructure (SPI) Department gave a presentation to the Board of Supervisor on the potential expansion of the Sonoma County Central Disposal (CDS) Site. SPI will share their presentation to the ZWS Board. **This agenda item is informational and no action is required by the Board at this time.**

10. Consideration of an Agreement with Cascadia Consulting Group, Inc. to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County

At the August 17, 2023 regular meeting, the Board approved and authorized staff to release a Request for Proposals (RFP) to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County. On August 21, 2023, staff released the RFP to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County. Cascadia's team was unanimously chosen as the most qualified, given their substantial experience in conducting similar projects in the Bay Area. **Staff recommends that the Board approve the resolution authorizing the Executive Director to enter into an Agreement with Cascadia Consulting Group, Inc. to Conduct Technical Assistance.**

11. Closed Loop Partners Reusable Cup Pilot Program in Petaluma

Closed Loop Partners will present their Reusable Cup Pilot program which will be executed in Petaluma. **This agenda item is informational and no action is required by the Board at this time.**



Minutes of the August 17, 2023 Meeting

Zero Waste Sonoma met on August 17, 2023, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – David Kelley
City of Cotati – Susan Harvey
City of Healdsburg – Evelyn Mitchell
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Dianna MacDonald
City of Sebastopol – ABSENT
City of Sonoma – Jack Ding
County of Sonoma – Susan Gorin
Town of Windsor – Debora Fudge

Staff Present:

Executive Director: Leslie Lukacs
Counsel: Ethan Walsh
Staff: Xinci Tan, Thora Collard, Kristen Sales, Katherine Cushwa, Courtney Scott, Sloane Pagal, Amber Johnson, Ama Freeman
Agency Clerk: Thora Collard

1. Call to Order Closed Session 8:33 a.m.

CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Sec. 54956.8)

Property: 5885 Pruitt Avenue Windsor, CA 95492
Agency Negotiators: Leslie Lukacs, Ethan Walsh
Negotiating Parties: David M. Carroll, John M. Shea II
Under Negotiation: Price and terms of payment

2. Adjourn Closed Session at 9:23 a.m.

3. Call to Order Regular Meeting

Regular session was called to order at 9:29 a.m.
Introductions

4. Agenda Approval

- Item 8 will be read first for the meeting

5. Public Comments (items not on the agenda)

6. Consent (w/attachments)

- 6.1 Minutes of the June 15, 2023 Meeting
- 6.2 June, July, August, and September 2023 Outreach Calendar
- 6.3 ZWS FY 2022/23 Year End Budget

Board Comment:

Returning of funds to Cal Recycle for CCPP was unfortunate. Reminder of jurisdictions to reach out to staff for any projects wishing for funds.

Public Comments:

None

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter

Second: City of Santa Rosa – Dianna MacDonald

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

Regular Calendar

7. Adopt Model Ordinance for Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements

Board Comments/Action Items:

- Do we know why there was so little engagement?
- We should reach out to the trade unions for more engagement.

Public Comments:

None

Motion: Adopt Ordinance for Building Project Materials Management, Deconstruction, Reuse and Recycling Requirements

First: County of Sonoma – Susan Gorin

Second: City of Santa Rosa – Dianna MacDonald

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

8. Request for Proposals to Provide Commercial Technical Assistance for Compliance with Food Recovery, Disposable Food Ware Ordinance, and Contamination Minimization Requirements

Board Comments/Action Items:

- none

Public Comments:

None

Motion: Approve Requests for Proposals to Provide Commercial Technical Assistance for Compliance with Food Recovery, Disposable Food Ware Ordinance, and Contamination Minimization Requirements

First: City of Petaluma – Patrick Carter

Second: County of Sonoma – Susan Gorin

Vote Count:

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

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-

Motion passed.

9. Boardmember Comments – NO ACTION

10. Executive Director Report – VERBAL REPORT

11. Staff Comments – NO ACTION

12. Next ZWS meeting: September 21, 2023

13. Adjourn: 10:03 am

Submitted by: Thora Collard



Agenda Item #: 6.2
Agenda Date: 10/19/2023

ITEM: August, September, October, November 2023 Outreach Calendar

August 2023 OUTREACH

Start date	End date	Start time	End time	Event
8/1/23	8/1/23	4:00 PM	8:00 PM	HHW Collection Event (Forestville)
8/2/23	8/2/23	5:00 PM	8:30 PM	Santa Rosa Wednesday Night Downtown Market (Santa Rosa)
8/3/23	8/13/23	11:00 AM	10:00 PM	Sonoma County Fair
8/8/23	8/8/23	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
8/12/23	8/13/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Oakmont)
8/15/23	8/15/23	4:00 PM	8:00 PM	HHW Collection Event (Rincon Valley)
8/15/23	8/15/23	8:30 AM	12:30 PM	Healdsburg Farmers Market (Healdsburg)
8/16/23	8/16/23	4:30 PM	7:30 PM	Cotati Farmers Market (Cotati)
8/21/23	8/21/23	8:00 AM	11:00 AM	Santa Rosa DMV
8/22/23	8/22/23	4:00 PM	8:00 PM	HHW Collection Event (Windsor)
8/23/23	8/23/23	8:00 AM	11:00 AM	Petaluma DMV
8/25/23	8/25/23	5:00 PM	8:00 PM	Rohnert Park Farmers Market (Rohnert Park)
8/29/23	8/29/23	4:00 PM	8:00 PM	HHW Collection Event (Cotati)
8/31/23	8/31/23	4:00 PM	8:00 PM	Occidental Farmers Market (Occidental)

September 2023 OUTREACH

Start date	End date	Start time	End time	Event
9/2/23	9/2/23	10:00 AM	4:00 PM	African Soul Festival (Rohnert Park)
9/5/23	9/5/23	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
9/6/23	9/6/23	4:30 PM	7:30 PM	Cotati Farmers Market (Cotati)
9/8/23	9/10/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Rohnert Park)
9/9/23	9/9/23	9:00 AM	5:00 PM	Mattress Recycling Event (Rohnert Park)
9/9/23	9/9/23	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)
9/9/23	9/9/23	10:00 AM	3:00 PM	Cloverdale and Motorcycle Carshow (Cloverdale)

9/10/23	9/10/23	1:00 PM	7:00 PM	Fiesta de la Independencia (Mexican Independence Day Celebration) (Santa Rosa)
9/10/23	9/10/23	1:00 PM	3:00 PM	Compost Giveaway (Petaluma)
9/11/23	9/11/23	8:00 AM	11:00 AM	Petalma DMV
9/12/23	9/12/23	8:30 AM	12:30 PM	Healdsburg Farmers Market (Healdsburg)
9/12/23	9/12/23	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)
9/13/23	9/13/23	8:00 AM	11:00 AM	Santa Rosa DMV
9/16/23	9/16/23	2:00 PM	5:00 PM	Petaluma Farmers Market (Petaluma)
9/17/23	9/17/23			Santa Rosa Cycle Gear event
9/19/23	9/19/23	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
9/21/23	9/21/23	10:00 AM	4:00 PM	Cruisin' North Car Show For A Cause To Benefit Alzheimer's (Petaluma)
9/23/23	9/23/23	9:00 AM	12:00 PM	Compost Giveaway (Sonoma); Creek and Park Cleanup Event
9/23/23	9/23/23	2:00 PM	5:00 PM	South Park Day and Night Festival (Santa Rosa)
9/23/23	9/23/23	10:00 AM	3:00 PM	Sonoma County Veg Fest (Santa Rosa)
9/24/23	9/24/23	10:00 AM	2:00 PM	Bodega Bay Farmers Market (Unincorporated)
9/26/23	9/26/23	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)

October 2023 OUTREACH

Start date	End date	Start time	End time	Event
10/1/23	10/1/23	1:00 PM	4:00 PM	Dia de los Muertos Health Fair (Petaluma)
10/2/23	10/2/23	8:00 AM	11:00 AM	Petalma DMV
10/3/23	10/3/23	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
10/4/23	10/4/23	8:00 AM	11:00 AM	Santa Rosa DMV
10/6/23	10/8/23	9:00 AM	5:00 PM	E-Waste Collection Event (Windsor)
10/7/23	10/7/23	8:30 AM	1:00 PM	Santa Rosa Farmers Market (Santa Rosa)
10/7/23	10/7/23	9:00 AM	5:00 PM	Mattress Recycling Event (Windsor)
10/7/23	10/7/23	8:00 AM	4:00 PM	Rip City Riders Chili Cookoff and Car Show
10/7/23	10/7/23	8:00 AM	4:00 PM	Rip City Riders Chili Cookoff and Car Show (Petaluma)
10/10/23	10/10/23	4:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
10/13/23	10/15/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Cloverdale)
10/13/23	10/13/23	9:00 AM	12:30 PM	Sonoma Vallley certified Farmers Market (Sonoma)
10/14/23	10/14/23	2:00 PM	5:00 PM	Petaluma Farmers Market (Petaluma)
10/14/23	10/14/23	9:00 AM	5:00 PM	Mattress Recycling Event (Cloverdale)
10/14/23	10/14/23	9:00 AM	12:00 PM	Compost Giveaway (Sebastopol)

10/15/23	10/15/23	12:30 PM	3:30 PM	Binational Health Fair St. Peters Church (Coverdale)
10/17/23	10/17/23	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)
10/21/23	10/21/23	10:00 AM	4:00 PM	Cruisin' North Car Show For A Cause To Benefit Alzheimer's (Petaluma)
10/21/23	10/21/23			Binational Health Fair in Sonoma (Sonoma)
10/23/23	10/23/23	8:00 AM	11:00 AM	Santa Rosa DMV
10/24/23	10/24/23	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)
10/25/23	10/25/23	8:00 AM	11:00 AM	Petalma DMV
10/28/23	10/28/23	1:00 PM	4:00 PM	Community Health and Engagement fair Dia de los Muertos (Guerneville)
10/31/23	10/31/23	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)

November 2023 OUTREACH

Start date	End date	Start time	End time	Event
11/3/23	11/3/23	9:00 AM	12:30 PM	Sonoma Vallley certified Farmers Market (Sonoma)
11/5/23	11/5/23	11:00 AM	3:00 PM	Binational Health Fair Mary Agatha Church (Windsor)
11/7/23	11/7/23	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
11/10/23	11/12/23	9:00 AM	5:00 PM	E-Waste Recycling Event (Santa Rosa)
11/11/23	11/11/23	2:00 PM	5:00 PM	Petaluma Farmers Market (Petaluma)
11/12/23	11/12/23	11:30 AM	2:30 PM	Binational Health Fair at St. Rose Church (Santa Rosa)
11/13/23	11/13/23	8:00 AM	11:00 AM	Santa Rosa DMV
11/14/23	11/14/23	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
11/15/23	11/15/23	8:00 AM	11:00 AM	Petalma DMV
11/28/23	11/28/23	4:00 PM	8:00 PM	HHW Collection Event (Windsor)



Agenda Item #: **6.3**
Cost Center: **All**
Staff Contact: **Collard**
Agenda Date: **10/19/2023**
Approved by: **LL**

ITEM: Zero Waste Sonoma FY 2020-21 and FY 2021-22 Audit of Financial Statements

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board accept the FY 2020-21 and FY 2021-22 Financial Statements and Auditors' Report.

II. BACKGROUND

Zero Waste Sonoma conducts an independent audit annually in accordance with the requirement contained in the Joint Powers Authority Agreement and compliance with Government Code section 6505. Zero Waste Sonoma entered into an agreement with Piseni and Brinker to audit the Agency's FY 2020-21 and FY 2021-22 Financial Statements. Previously, the County of Sonoma's Auditor Controller Treasurer Tax Collector (ACTTC) department had performed those services for the SCWMA, but the past few years, the ACTTC had not been able to express an opinion on the financial statements due to "independence impairments" as the ACTTC department performed both accounting and auditing functions for the Zero Waste Sonoma.

III. DISCUSSION

Piseni and Brinker expressed an opinion that the Zero Waste Sonoma's financial statements present fairly, in all material respects, the respective financial position of the Agency as of June 30, 2021 and 2022, and the respective changes in financial position for the year that ended in accordance with accounting principles generally accepted in the United States of America. Audit consists of three parts: 1) the Independent Auditors' General Communication to Board, 2) Financial Statements and Auditors' Report Year Ended June 30, 2021 and 2022, and 3) Zero Waste Sonoma Management Representation. The first two attachments are informational and describe the extent of the audit and the financial statements of the Zero Waste Sonoma.

IV. FUNDING IMPACT

The cost of the audit was \$18,800, which was the amount allocated in the budget for this purpose.

V. ATTACHMENTS

Financial Statements and Auditors' Report Year Ended June 30, 2021 and 2022

Sonoma County Waste Management Agency
Independent Auditor's Report, Management's Discussion and Analysis,
and Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021



**Sonoma County Waste Management Agency
For the Fiscal Years Ended June 30, 2022 and 2021**

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Independent Auditor's Report

To the Board of Directors
Sonoma County Waste Management Agency
Santa Rosa, California

Opinion

We have audited the financial statements of the Sonoma County Waste Management Agency (the "Agency"), as of and for the years ended June 30, 2022 and 2021, and the related notes to the basic financial statements, which collectively comprise the Agency's basic financial statements as listed in the table of contents.

In our opinion, the accompanying basic financial statements referred to above present fairly, in all material respects, the financial position of the Agency as of June 30, 2022 and 2021, and the changes in financial position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Agency and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Independent Auditor's Report (continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.


In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Agency's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Santa Rosa, California
August 11, 2023

**Sonoma County Waste Management Agency
Management's Discussion and Analysis (Unaudited)
For the Fiscal Years Ended June 30, 2022 and 2021**

The Management's Discussion and Analysis provides an overview and analysis of the Sonoma County Waste Management Agency (Zero Waste) financial activities for the fiscal years ended June 30, 2022 and 2021. We encourage readers to consider the information presented here in conjunction with Zero Waste's financial statements and the accompanying notes.

Financial Highlights

Zero Waste's net position, as of June 30, 2022, was \$9,660,705 of which \$9,655,538 is reported as unrestricted net position. Zero Waste's net position, as of June 30, 2021, was \$9,089,084 of which \$9,075,225 is reported as unrestricted net position

Over the two years presented in these audited financial statements, Zero Waste's total net position increased by \$1,121,454. This increase is primarily the result of an increase in municipal waste revenues in the fiscal years ended June 30, 2022 and 2021.

For the fiscal year ended June 30, 2022, Zero Waste recorded waste management revenues of \$10,168,758 comprised of \$9,632,164 of tipping fees and surcharges, \$306,415 in service agreements, \$499,807 in grants and \$269,628 in investment loss. For the fiscal year ended June 30, 2022, Zero Waste reported \$9,597,137 in operating expenses. Operating expenses were comprised of contract services, professional services, administration and other services and supplies. For the fiscal year ended June 30, 2021, Zero Waste recorded waste management revenues of \$9,528,158 comprised of \$8,962,064 of tipping fees and surcharges, \$222,738 in service agreements, \$323,080 in grants and \$20,275 in investment income. For the fiscal year ended June 30, 2021, Zero Waste reported \$8,978,325 in operating expenses. Operating expenses were comprised of contract services, professional services, administration and other services and supplies

Overview of the Basic Financial Statements

This discussion and analysis is intended to serve as an introduction to Zero Waste's basic financial statements. Zero Waste's basic financial statements are comprised of two components: 1) basic financial statements and 2) notes to the basic financial statements.

Zero Waste accounts for its financial activity utilizing fund accounting, specifically enterprise fund accounting, to ensure and demonstrate compliance with finance-related legal requirements. An enterprise fund is a proprietary fund type used to report activities for which a fee is charged to external customers for goods or services provided. The focus of an enterprise fund is the determination of operating income, changes in net position (or cost recovery), and cash flows.

All activities are presented in the following three basic financial statements:

- Statement of Net Position
- Statement of Revenues, Expenses and Changes in Net Position
- Statement of Cash Flows

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

**Sonoma County Waste Management Agency
Management's Discussion and Analysis (Unaudited)
For the Fiscal Years Ended June 30, 2022 and 2021**

Financial Analysis

Net Position - Over time, changes in net position may indicate whether the financial position of Zero Waste is improving or deteriorating. Net position increased to \$9,660,705 during the fiscal year ended June 30, 2022, a change of \$571,621 from the fiscal year ended June 30, 2021. Net position increased to \$9,089,084 during fiscal year ended June 30, 2021, a change of \$549,833 from the fiscal year ended June 30, 2020. The following table summarizes the net position for Zero Waste's activities:

	June 30, 2022	June 30, 2021	June 30, 2020
Assets:			
Current assets	\$ 11,366,424	\$ 10,271,016	\$ 9,299,415
Capital assets	5,167	13,859	22,551
Total assets	<u>11,371,591</u>	<u>10,284,875</u>	<u>9,321,966</u>
Liabilities:			
Current liabilities	1,710,886	1,195,791	782,715
Total liabilities	<u>1,710,886</u>	<u>1,195,791</u>	<u>782,715</u>
Net position:			
Net investment in capital assets	5,167	13,859	22,551
Unrestricted net position	9,655,538	9,075,225	8,516,700
Total net position	<u>\$ 9,660,705</u>	<u>\$ 9,089,084</u>	<u>\$ 8,539,251</u>

Change in Net Position - Total revenues for the fiscal year ended June 30, 2022 were \$10,168,758 compared with expenses of \$9,597,137. The increase in municipal waste revenue is primarily due to a rate increase. Total revenues for the fiscal year ended June 30, 2021 were \$9,528,158 compared with expenses of \$8,978,325. The following table summarizes the changes in net position for the current and prior fiscal years ended:

	June 30, 2022	June 30, 2021	June 30, 2020
Revenues:			
Operating revenues	\$ 9,938,579	\$ 9,184,802	\$ 9,229,577
Nonoperating revenues	230,179	343,356	129,504
Total revenues	<u>10,168,758</u>	<u>9,528,158</u>	<u>9,359,081</u>
Expenses:			
Operating expenses	9,597,137	8,978,325	8,951,282
Increase in net position	571,621	549,833	407,799
Net position - beginning of the year	9,089,084	8,539,251	8,131,452
Net position - end of the year	<u>\$ 9,660,705</u>	<u>\$ 9,089,084</u>	<u>\$ 8,539,251</u>

**Sonoma County Waste Management Agency
Management's Discussion and Analysis (Unaudited)
For the Fiscal Years Ended June 30, 2022 and 2021**

Financial Analysis (continued)

Economic Outlook

- In June 2018 and February 2022, Zero Waste created policies for the collection, treatment, and distribution of reserves including the Organics Reserve, the Contingency Reserve, Debt Service and the Unfunded Liabilities Reserve. Zero Waste voluntarily sets aside reserve dollars as part of its long-term financial planning, as approved by its Board.
- Zero Waste's revenue is expected to cover expenditures for all planned future projects.

Request for Additional Information

This financial report is designed to provide our residents, taxpayers and creditors with a general overview of Zero Waste's finances and to demonstrate its accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to Sonoma County Waste Management Agency, 2300 County Center Drive Ste. B-100, Santa Rosa, CA 95403.

Respectfully submitted,

Leslie Lukacs
Executive Director

Sonoma County Waste Management Agency
Statement of Net Position
For the Fiscal Years Ended June 30, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and investments	\$ 9,729,827	\$ 8,912,221
Prepaid expenses	12,426	5,827
Due from State	171,912	41
Due from other governments	1,452,259	1,352,927
Total current assets:	<u>11,366,424</u>	<u>10,271,016</u>
Noncurrent assets:		
Capital assets, net of accumulated depreciation	<u>5,167</u>	<u>13,859</u>
Total assets	<u>11,371,591</u>	<u>10,284,875</u>
Liabilities		
Accounts payable	793,241	919,028
Unearned revenues	<u>917,645</u>	<u>276,763</u>
Total liabilities	<u>1,710,886</u>	<u>1,195,791</u>
Net position		
Net investment in capital assets	5,167	13,859
Unrestricted	<u>9,655,538</u>	<u>9,075,225</u>
Total net position	<u>\$ 9,660,705</u>	<u>\$ 9,089,084</u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Statement of Revenues, Expenses, and Changes in Net Position
For the Fiscal Years Ended June 30, 2022 and 2021

	2022	2021
Operating revenues		
Tipping fees and surcharges	\$ 9,632,164	\$ 8,962,064
Service agreements	306,415	222,738
Total operating revenues	<u>9,938,579</u>	<u>9,184,802</u>
 Operating expenses		
Contract services	7,505,272	7,290,641
Administration	1,601,551	1,412,733
Professional services	481,622	266,259
Depreciation	8,692	8,692
Total operating expenses	<u>9,597,137</u>	<u>8,978,325</u>
 Operating income	<u>341,442</u>	<u>206,477</u>
 Nonoperating revenues (expenses)		
State grants	499,807	323,081
Investment income (loss)	<u>(269,628)</u>	<u>20,275</u>
Total nonoperating revenues, net	<u>230,179</u>	<u>343,356</u>
 Change in net position	571,621	549,833
 Net position, beginning of year	<u>9,089,084</u>	<u>8,539,251</u>
Net position, end of year	<u><u>\$ 9,660,705</u></u>	<u><u>\$ 9,089,084</u></u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Statement of Cash Flows
For the Fiscal Years Ended June 30, 2022 and 2021

	2022	2021
Cash flows from operating activities		
Receipts from customers	\$ 9,841,340	\$ 9,249,543
Payments to suppliers	<u>(9,722,924)</u>	<u>(8,578,131)</u>
Net cash provided by operating activities	<u>118,416</u>	<u>671,412</u>
Cash flows from noncapital financing activities		
Noncapital grants received - State	<u>968,818</u>	<u>354,030</u>
Cash flows from investing activities		
Investment income (loss)	<u>(269,628)</u>	<u>20,275</u>
Net increase in cash and cash equivalents	817,606	1,045,717
Cash and cash equivalents, beginning of year	<u>8,912,221</u>	<u>7,866,504</u>
Cash and cash equivalents, end of year	<u>\$ 9,729,827</u>	<u>\$ 8,912,221</u>
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	\$ 341,442	\$ 206,477
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	8,692	8,692
Change in assets (increase) decrease		
Accounts receivable	-	675
Prepaid expenses	(6,599)	6,119
Change in liabilities increase (decrease)		
Due from other governments	(99,332)	49,255
Accounts payable	<u>(125,787)</u>	<u>400,194</u>
Total adjustments	<u>(223,026)</u>	<u>464,935</u>
Net cash provided by operating activities	<u>\$ 118,416</u>	<u>\$ 671,412</u>

The notes to the basic financial statements are an integral part of this statement.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

1. Reporting Entity

The Sonoma County Waste Management Agency (Zero Waste) was formed in April 1992 by a joint exercise of powers agreement between the cities and towns of Sonoma County and the County of Sonoma (the County) to assist the cities and the County with the implementation of programs necessary to satisfy the requirements of the Assembly Bill (AB) 939, the Integrated Waste Management Act of 1989.

Zero Waste is governed by a ten-member board of directors, with one member from nine Sonoma County cities and towns and one from the County.

Zero Waste's education, diversion, and planning activities include a regional composting program, household hazardous waste collections, and countywide efforts towards waste reduction and recycling. Zero Waste's activities are funded through garbage disposal tonnage and surcharge fees, charges for services and grants. The County, through Zero Waste, tracks each load of yard and wood waste entering the county disposal system. A tonnage tipping fee is collected to pay for operating costs of the composting program. A surcharge on the solid waste tipping fee entering the county disposal system is used to fund the other activities, such as household hazardous waste, education, diversion, and planning.

2. Summary of Significant Accounting Policies

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The accounting policies of Zero Waste conform to the accounting principles generally accepted in the United States of America as applicable to governmental units.

Zero Waste uses a proprietary (enterprise) fund to account for its activities. An enterprise fund may be used to report any activity for which a fee is charged to external users for goods or services. Enterprise funds are required for any activity whose principal external revenue sources meet any of the following criteria: (1) issued debt is backed solely by fees and charges, (2) the cost of providing services for any activity (including capital costs such as depreciation or debt service) must be legally recovered through fees or charges, or (3) if the government's policy is to establish activity fees or charges designed to recover the cost of providing services.

Zero Waste's financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. All assets and liabilities associated with the operation of Zero Waste are included on the statement of net position. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

2. Summary of Significant Accounting Policies (continued)

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Cash and Investments

Zero Waste's cash and investments are pooled with the Treasurer of Sonoma County. The County Treasurer also acts as a disbursing agent for Zero Waste. The fair value of the investments in the pool is determined quarterly. Realized and unrealized gains or losses and interest earned on pooled investments are allocated quarterly to Zero Waste based on its respective average daily balance for that quarter in the County Treasury Investment Pool (the Treasury Pool), an external investment pool.

In accordance with GASB Statement No. 31, *"Accounting and Financial Reporting for Certain Investments and External Investment Pools"* and GASB Statement No. 72, *"Fair Value Measurement and Application"*, investments are stated at fair value in the statement of net position and the corresponding changes in the fair value of investments are recognized in the year in which the change occurred. Zero Waste follows the practice of pooling cash and investments of all funds with the County Treasurer. The fair value of investments is determined annually. Interest earned on pooled investments is allocated quarterly to the appropriate funds based on their respective average daily balance for that quarter.

For purposes of the statement of cash flows, Zero Waste considers all pooled cash and investments as cash and cash equivalents because the Treasury Pool is used as a demand deposit account.

Capital Assets

Zero Waste's policy is to capitalize equipment valued over \$5,000 and furniture valued over \$25,000 that is expected to be in service for over one year. Depreciation is computed according to the straight-line method over estimated useful lives of five years.

Unearned Revenue

Unearned revenue represents amounts for which asset recognition criteria have been met but revenue recognition criteria have not been satisfied. Zero Waste has three advance grants from the State of California: Oil Payment program, Local Assistance program, and Beverage Container program. Zero Waste receives the money in advance before earning the grant revenue. The grant revenue is earned when activity is performed that meets the grant requirements.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

2. Summary of Significant Accounting Policies (continued)

Net Position

Net position is presented in the following components:

- **Net Investment in capital assets** – This component of net position consists of capital assets, net of accumulated depreciation and reduced by outstanding borrowings that are attributable to the acquisition, construction, or improvement of those assets. Zero Waste did not have any outstanding borrowings as of June 30, 2022 or as of June 30, 2021.
- **Restricted net position** (if any) - This component of net position consists of constraints placed on net asset use through external constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- **Unrestricted net position** - This component of net position consists of net position that does not meet the definition of “investment in capital assets” or “restricted”.

When both restricted and unrestricted resources are available for use, it is Zero Waste’s policy to use restricted resources first, then unrestricted resources as they are needed.

Reserve Policy

In June 2018 the Zero Waste Board of Directors adopted a policy for the collection of \$100,000 per full time equivalent staff position as an Unfunded Liabilities Reserve for future unfunded liabilities. In February 2022, the Zero Waste Board of Directors established a policy for the collection, maintenance, and distribution of reserves for Organics, Contingencies, and Debt Service. The goal of the Organics Reserve is 25% of the operational expenses of the Organics fund set aside for Board-approved projects for the Organics program. The Contingency Reserve is established to cover the costs of unpredictable events, such as natural disasters and emergencies, and one-time projects, such as special studies, facility closures, and capital purchases. The Debt Service Reserve goal is the collection of \$745,000 annually for funding the future Household Hazardous Waste (HHW) Facility. The amount collected for all reserve funds as of the fiscal year ending June 30, 2022 is \$6,562,153. The amount is included in unrestricted net position.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

3. Cash and Investments

Zero Waste follows the County's practice of pooling cash and investments with the County (Treasurer). The Investment Oversight Committee has regulatory oversight for all monies deposited into the Treasury Pool. The fair value of Zero Waste's investment in this pool is reported in the accompanying financial statements at amounts based upon Zero Waste's pro- rata share of the fair value provided by the Treasury Pool for the entire Treasury Pool portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on accounting records maintained by the Treasury Pool, which are recorded on an amortized cost basis.

The fair value of Zero Waste's cash and investments includes an unrealized loss fair value adjustment of \$322,895 and \$2,704 as of June 30, 2022 and 2021, respectively. The amount invested in the Sonoma County Pooled Investment Fund is as follows:

	June 30,	2022	2021
Amortized Cost		\$ 10,052,522	\$ 8,914,725
Fair Value		\$ 9,729,627	\$ 8,912,021

Investment Guidelines

Zero Waste's pooled cash and investments are invested pursuant to investment policy guidelines established by the Treasurer and approved by the Board of Supervisors. The objectives of the policy are, in order of priority: safety of capital, liquidity and maximum rate of return. The policy addresses the soundness of financial institutions in which the County will deposit funds, types of investment instruments as permitted by the California Government Code 53601, and the percentage of the portfolio that may be invested in certain instruments with longer terms to maturity. A copy of the County Investment Policy is available upon request from the Treasurer at 585 Fiscal Drive, Room 100, Santa Rosa, California 95403.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. As a means of limiting its exposure to fair value losses arising from rising interest rates, one of the ways that the Treasurer manages Zero Waste's exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturing evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

3. Cash and Investments (continued)

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Treasury Pool does not have a rating provided by a nationally recognized statistical rating organization. It is the County's policy to purchase investments meeting rating requirements established by the California Government Code. The credit ratings of investments held and other information regarding the Treasury Pool for the fiscal years ended June 30, 2022 and 2021 are disclosed in the County's Annual Comprehensive Financial Report.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Treasury Pool).

Fair Value Measurements

Zero Waste categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Zero Waste has a recurring fair value measurement for its investment in the Treasury Pool which is valued using significant other observable inputs (Level 2).

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

4. Capital Assets

Capital assets activity for the years ended June 30, 2022 and 2021 follows:

	<u>July 1, 2021</u>	<u>Increases</u>	<u>June 30, 2022</u>
Cost of depreciable assets in service			
Automobile and trucks	\$ 43,459	\$ -	\$ 43,459
Total	43,459	-	43,459
Less: accumulated depreciation	(29,600)	(8,692)	(38,292)
Capital assets, net	<u>\$ 13,859</u>	<u>\$ (8,692)</u>	<u>\$ 5,167</u>

	<u>July 1, 2020</u>	<u>Increases</u>	<u>June 30, 2021</u>
Cost of depreciable assets in service			
Automobile and trucks	\$ 43,459	\$ -	\$ 43,459
Total	43,459	-	43,459
Less: accumulated depreciation	(20,908)	(8,692)	(29,600)
Capital assets, net	<u>\$ 22,551</u>	<u>\$ (8,692)</u>	<u>\$ 13,859</u>

5. Risk Management

Zero Waste is exposed to various risks for which it carries insurance with coverage for bodily injury, property damage, personal injury, auto liability, and errors and omissions. Zero Waste is covered through Great American Insurance Group for \$5,000,000 per occurrence with a deductible of \$10,000. Zero Waste is covered for \$2,000,000 per occurrence for employment practices liability with a deductible of \$10,000.

6. Related Party Transactions

Zero Waste's staffing, occupancy, and support services are provided by the County of Sonoma, an Agency member. Zero Waste appoints an Executive Director who is employed through an at-will agreement with the County. Additional staffing is provided by the County through a contract with Zero Waste. During the years ended June 30, 2022 and 2021, expenses for these services totaled \$1,137,645 and \$1,188,105 respectively.

Sonoma County Waste Management Agency
Notes to the Basic Financial Statements
For the Fiscal Years Ended June 30, 2022 and 2021

7. Future Pronouncements

Zero Waste is currently analyzing its accounting and financial reporting practices to determine the potential impact on the financial statements of the following GASB statements:

GASB Statement No. 96 – *Subscription-Based Information Technology Arrangements (SBITA)*

Statement No. 96 provides guidance on the accounting and financial reporting for subscription-based information technology for government end users (governments). This statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset- an intangible asset- and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in GASB Statement No. 87, *Leases*, as amended. Statement No. 96 is effective for the fiscal year ending June 30, 2023.

GASB Statement No. 100 – *Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62*

Statement No. 100 enhances accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. Statement No. 100 is effective for the fiscal year ending June 30, 2023.



Agenda Item #:	6.4
Cost Center:	Organics
Staff Contact:	Tan
Agenda Date:	10/19/23
Approved By:	LL

ITEM: Second Amendment to the Agreement for Compostable Materials Transport Services with Recology Sonoma Marin.

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director to execute the Second Amendment to the Agreement with Recology Sonoma Marin.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved an agreement with Recology Sonoma Marin to transport organic materials to out-of-county processing facilities from December 19, 2018, through December 31, 2021. The agreement has since been amended once.

The first amendment clarified the definitions of several terms; extended the term of the agreement two additional years to December 31, 2023; updated Recology's billing information; and added two more locations to the List of Approved Disposal Sites. The Board approved this amendment at the November 2021 regular meeting.

III. DISCUSSION

The second amendment to the agreement with Recology Sonoma Marin is summarized as follows:

- The Consumer Price Index (CPI) factor by which the rates are adjusted annually is increased to a maximum of 4% in any one-year period. This is to reflect significant continuing inflation and acknowledges its impact on Recology's cost of service.
- The term of the agreement will be extended an additional five years to December 31, 2028. Since the proposed airport organics facility, on which the County is collaborating with the Agency, is still in its early stages of permitting and environmental engineering, the Agency will likely need to continue hauling of organic materials for the short-term foreseeable future.

IV. FUNDING IMPACT

The FY 23/24 budget contains a 3% CPI increase that has been calculated into the current expenses. Staff will monitor the increase in the second half of the fiscal year and return to the board with a budget adjustment if needed.

V. ATTACHMENTS

- Second Amendment to the Agreement for Compostable Materials Transport Services with Recology Sonoma Marin.
- Resolution Authorizing a Second Amendment to the Agreement for Compostable Materials Transport Services with Recology Sonoma Marin.

**SECOND AMENDMENT TO AGREEMENT FOR COMPOSTABLE MATERIALS TRANSPORT SERVICES
BETWEEN SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE
SONOMA ("SCWMA") AND RECOLOGY SONOMA MARIN.**

This Second Amendment to Agreement for Compostable Materials Transport Services ("Second Amendment") is made as of the 19th day of October 2023, by the Sonoma County Waste Management Agency ("SCWMA") and Recology Sonoma Marin ("Contractor").

RECITALS

A. SCWMA and Contractor entered into that certain Agreement for Compostable Materials Transport Services (the "Agreement"), dated December 19, 2018, pursuant to which Contractor agreed to the collection and transport of organic material; and

B. On November 18, 2021, SCWMA and Contractor extended the term of the Agreement to expire on December 31, 2023; and

C. SCWMA and Contractor desire to further extend the term of the Agreement to December 31, 2028; and

D. SCWMA and Contractor desire to make certain other amendments to the Agreement.

AMENDMENT

1. Amendments to Section 4. Section 4.4 of the Agreement is hereby amended in its entirety to read as follows:

"4.4 CPI Adjustments to Transport Component Fees. The transport fee for compostable materials shall be adjusted annually on the Adjustment Date by the CPI Factor, provided however, that in no case shall such adjustment exceed four percent (4%) in any one-year period."

2. Amendments to Section 5. Section 5.1 of the Agreement is hereby amended in its entirety to read as follows:

"5.1. The term of this Agreement shall be from December 19, 2018 to December 31, 2028, unless terminated earlier in accordance with the provisions of Section 6 below."

3. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Compostable Materials Transport Services on the day and year first above written.

AGENCY:

CONTRACTOR:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

RECOLOGY SONOMA MARIN

By: _____
Leslie Lukacs, Executive Director

By: _____
Salvatore M. Coniglio, CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

Resolution No.: 2023-16

Dated: October 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING
A SECOND AMENDMENT TO THE AGREEMENT FOR COMPOSTABLE MATERIALS TRANSPORT
SERVICES WITH RECOLOGY SONOMA MARIN ("CONTRACTOR").

WHEREAS, the Agency and Contractor entered into that certain Agreement for Compostable Materials Transport Services ("Agreement"), dated December 19, 2018; and

WHEREAS, the Agency and Contractor entered into a First Amendment to the Agreement on November 18, 2021 to clarify the definitions of several terms, increase the term length to December 31, 2023, updated Contractor billing information; and added two more locations to the List of Approved Disposal Sites; and

WHEREAS, the term of the aforementioned amendment will expire unless amended by the Agency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency's Executive Director to execute the Second Amendment to the Agreement with Contractor for Compostable Material Transport Services.

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: October 19, 2023

Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #:	6.5
Cost Center:	Organics
Staff Contact:	Tan
Agenda Date:	10/19/23
Approved By:	LL

ITEM: Third Amendment to the Agreement for Short-Term Organic Materials Processing Services with Cold Creek Compost, Inc.

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director to execute the Third Amendment to the Agreement with Cold Creek Compost, Inc.

II. BACKGROUND

After the closure of the Sonoma Compost facility in 2015, the Agency's Board of Directors approved an agreement with Cold Creek Compost, Inc to process organic materials from June 20, 2018 through June 30, 2021. The agreement has since been amended twice.

The first amendment extended the term of the agreement for an additional three years to June 30, 2024; increased the amount of material accepted for processing to 28,000 tons per year; and increased the rates to \$40.10 per ton. The Board approved this amendment at the May 2021 regular meeting.

The second amendment increased the rates to \$47.23 per ton, and increased the annual rate adjustments starting July 1, 2024 to a CPI of 3.5%. The Board approved this amendment at the July 2022 regular meeting.

III. DISCUSSION

The third amendment to the agreement with Cold Creek Compost, Inc. is summarized as follows:

- The term of the agreement will be extended an additional 3 years to June 30, 2027. Since the proposed airport organics facility, on which the County is collaborating with the Agency, is still in its early stages of permitting and environmental engineering, it is to the benefit of the Agency and its member jurisdictions to secure organics processing capacity in the meantime.
- The amount of material accepted for processing by Cold Creek is increased to 35,000 tons per year. Since the Short-Lived Climate Pollutants state law (SB 1383) went into effect in 2022, the number of generators and the amount of organic materials being sent for processing has steadily increased in Sonoma County. Given that demand for organics processing has also increased in the surrounding counties, staff wishes to be prudent on securing capacity.

IV. FUNDING IMPACT

There is no impact to the current budget. This amendment is only increasing the term and any increased capacity delivered to Cold Creek will be within the current budget calculations.

V. ATTACHMENTS

- Third Amendment to the Agreement for Short-Term Organic Materials Processing Services with Cold Creek Compost, Inc.
- Resolution Authorizing a Third Amendment to the Agreement for Short-Term Organic Materials Processing Services with Cold Creek Compost, Inc.

THIRD AMENDMENT TO THE AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING SERVICES

This Third Amendment to the Agreement for Short-Term Organic Materials Processing Services ("Third Amendment") is made as of the 19 day of October, 2023, by the Sonoma County Waste Management Agency ("Agency"), and Cold Creek Compost, Inc. ("Contractor").

RECITALS

A. Agency and Contractor entered into that certain Agreement for Short-Term Organic Materials Processing Services (the "Agreement"), dated June 20, 2018, pursuant to which Contractor agreed to render processing services for Organic Materials generated from Agency's Member Agencies; and

B. The Agreement has a term of three years, from June 21, 2018 through June 30, 2021; and

C. On May 20, 2021, the end of the term was extended by mutual agreement for three years through June 30, 2024.

AMENDMENT

1. **Amendment to Section 2.01 Term of Agreement.** Section 2.01 of the Agreement is hereby amended in its entirety to read as follows:

2.01 **Term of Agreement.** The Term of this Agreement shall be June 21, 2018 through June 30, 2027. The Parties may extend this Agreement upon written mutual agreement.

2. **Amendment to Section 3.01.1.** Section 3.01.1 of the Agreement is hereby amended in its entirety to read as follows:

3.01.1 Starting on the Start Date, Contractor will accept up to 35,000 Tons per year, but Contractor may accept more material if agreed upon in a Letter of Intent signed by both Contractor and Agency. The Contractor is obligated to receive and deliver materials on days that the Organic Materials Processing Facility is operating (as described in Section 3.5, Days and Hours of Operations).

3. **No Other Changes.** Except as amended by this Third Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

[Agreement continues on the following page]

IN WITNESS WHEREOF, the Parties have executed this Third Amendment to Agreement for Short-Term Organic Materials Processing Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT
AGENCY

By: _____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

COLD CREEK COMPOST, INC.

By: _____
Martin Mileck, President

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

Resolution No.: 2023-17

Dated: October 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING
A THIRD AMENDMENT TO THE AGREEMENT FOR SHORT-TERM ORGANIC MATERIALS PROCESSING
SERVICES WITH COLD CREEK COMPOST, INC. ("CONTRACTOR").

WHEREAS, the Agency and Contractor entered into that certain Agreement for Short-Term Organic Materials Processing Services ("Agreement"), dated June 20, 2018; and

WHEREAS, the Agency and Contractor entered into a First Amendment to the Agreement on May 20, 2021 to increase term length to June 30, 2024, increase amount of material accepted for processing, and adjust the rates; and

WHEREAS, the Agency and Contractor entered into a Second Amendment to the Agreement on July 21, 2022 to adjust the rates and pricing structure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency's Executive Director to execute the Third Amendment to the Agreement with Contractor for Organic Material Processing Services.

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: October 19, 2023

Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: 6.6
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 10/19/23
Approved By: LL

ITEM: Resolution Authorizing the Agency's submittal of a Regional Application for the SB 1383 Local Assistance Grant Program

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve the resolution authorizing the Agency's Executive Director, or her designee, to submit a regional application for the SB 1383 Local Assistance Grant Program on behalf of itself as Lead Agency and its ten member jurisdictions.

II. BACKGROUND

Since Short-lived Climate Pollutants (SB 1383) was signed into California state law in 2016, the Agency's staff and other jurisdictions across the state have submitted feedback to CalRecycle requesting financial aid in implementing the SB 1383 requirements.

In 2021, CalRecycle announced that the first round of non-competitive grant funding was available. Staff submitted a regional application on behalf of all ten member jurisdictions, successfully receiving a total amount of \$725,996. Staff has managed the grant and all related reporting requirements and will continue to manage the grant until the term end date of April 2, 2024.

III. DISCUSSION

CalRecycle recently announced a second round of non-competitive grant funding is available, and the combined total estimated amount for the Agency's member jurisdictions is \$1,193,987.

IV. FUNDING IMPACT

The application process has no impact on the budget.

V. ATTACHMENTS

Resolution for Regional Application of SB 1383 Local Assistance Grant Program

Dated: October 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (“AGENCY”) AUTHORIZING SUBMITTAL OF A REGIONAL APPLICATION FOR THE SB 1383 LOCAL ASSISTANCE GRANT PROGRAM

WHEREAS, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code section 6500 et seq.); and

WHEREAS, the COUNTY OF SONOMA, a political subdivision of the State of California, the CITIES OF CLOVERDALE, COTATI, HEALDSBURG, PETALUMA, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA, AND WINDSOR, each a municipal corporation of the State of California (the County and Cities are referred to individually herein as a “Jurisdiction” and collectively as the “Jurisdictions”) are members of the Agency; and

WHEREAS, the Agency operates certain core programs on behalf of and for the benefit of the Jurisdictions, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion to the Jurisdictions and the public, and conducting, preparing, and submitting all monitoring and reporting as a regional agency pursuant to the Integrated Waste Management Act (California Public Resources Code §§ 40000 et seq.); and

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California’s (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, SB 1383 Local Assistance Grant Program allows regional grant projects; and

WHEREAS, CalRecycle grant application procedures require, among other things, a regional applicant’s governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency to submit a SB 1383 Local Assistance Grant Program regional application on behalf of itself as Lead Agency and the participating Jurisdictions as listed above.

BE IT FURTHER RESOLVED that the Agency’s Executive Director, or his/her designee, is hereby authorized and empowered to execute on behalf of the Agency all grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five (5) years from the date of adoption 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: October 19, 2023

Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: 7
Staff Contact: Collard
Agenda Date: October 19, 2023
Approved By: LL

ITEM: Notice of Intent to Acquire approximately 3.5 acres located at 5871-5895 Pruitt Ave, Windsor, CA

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Adopt a resolution which

- A) Declares the Board's intention to purchase approximately 3.5 acres located at 5871-5895 Pruitt Ave., Windsor ("Property")
- B) Schedules 9:00 a.m. on November 16, 2023, as the time when the Board of Directors will consider the authorization of the purchase, and
- C) Directs the Clerk to publish the Notice of Intent pursuant to Cal. Gov. Code Sects. 25350 and 6063.

II. BACKGROUND

Over the last several years, Zero Waste Sonoma (ZWS) staff and the Board have expressed concern that the northern portion of Sonoma County has less access to household hazardous waste (HHW) programs. Similarly, the existing Permanent HHW Facility at the Central Landfill is operating at full capacity with no room to expand or collect e-waste. In an effort to address these concerns, ZWS entered into an agreement with Sweetser & Associates, Inc. on August 18, 2017 to perform an expansion analysis of the HHW program. The expansion analysis was provided to the Board on June 20, 2018 and confirmed that the northern part of the county is underserved by current HHW programs; specifically, the Santa Rosa, Healdsburg, and Cloverdale, and Geyserville areas. Sweetser & Associates, Inc. suggests adding a second permanent HHW facility which could become the main HHW facility in the county and take more items than the existing facility including e-waste and maybe even other recyclable items such as carpet, mattresses, and CRV. Resource intensive HHW Collection Events (which currently cost roughly \$4,500 per event) could also be reduced in frequency, allowing residents along the Highway 101 corridor to utilize a new permanent facility and offset some of the costs of the new facility. The scope of additional HHW programs in northern Sonoma County will be further evaluated and subject to additional review, but due to limited potential sites ZWS staff has undertaken the effort to identify potential sites and acquire land that may be suitable for future use and/or development.

III. DISCUSSION

Zero Waste Sonoma has entered into negotiations with the landowners to purchase the approximate 3.5-acre Property for a purchase price of \$3,000,000. The Property known as Sonoma County Assessor's Parcel APN 059-271-082, consisting of a parcel of approximately 3.5 acres, which is improved with [5871 Pruitt Avenue, approximately 1,000 sq. ft.; 5873 Pruitt Avenue, approximately 4,287 sq. ft.; 5891 Pruitt Avenue, approximately 3,456 sq. ft.; and 5895 Pruitt Avenue, approximately 1,984 sq. ft.].

If an agreement is finalized and approved at the Board's November 16 meeting, then the Closing would occur on or after an escrow period of approximately seventy (70) days. In the meantime, ZWS will conduct due diligence investigations to determine whether the Property would be suitable for a HHW Facility, whether there are any other material conditions of the Property affecting the price or potential uses, and securing the funding necessary to acquire the property. However, the future uses would be subject additional review and approvals based on the demand and suitability for HHW programs, following acquisition of the Property.

ZWS operates as a joint powers authority in accordance with laws applicable to Sonoma County. Accordingly, pursuant to California Government Code Section 25350, the Board must publish a notice of its intention to purchase property prior to authorizing the acquisition. The notice must contain a description of the property proposed to be purchased, the price, the seller, and a statement of the day and time the board will meet to authorize the purchase. This notice is to be published in a local newspaper once a week for three successive weeks all prior to the November 16, 2023 ZWS Board meeting. The proposed language for this notice is an attachment to this Summary Report.

ZWS requests the Board's authority to publish a Notice of Intent of County to Purchase Real Property pursuant to California Government Code Section 25350 and 6063.

IV. FUNDING IMPACT

The purchase of this property will be funded through the use of the Contingency Fund (\$2,000,000) and the Debt Servicing Reserve Fund (\$1,000,000)

V. ATTACHMENTS

1. Resolution
2. Notice of Intent
3. Map

Resolution No.: 2023-20

Dated: October 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") DECLARING
INTENTION TO PURCHASE REAL PROPERTY APPROXIMATELY 3.5 ACRES LOCATED AT 5871-5895
PRUITT AVENUE IN WINDSOR, CA

WHEREAS, the Board of the Agency desires to acquire approximately 3.5 acres of land located at 5871-5895 Pruitt Avenue in Windsor, California, which and is identified as Assessor's Parcel No. 059-271-082; and

WHEREAS, Agency staff has negotiated with the owners of said property the purchase thereof by the Agency at a price of \$3,000,000, subject to continuing negotiations and due diligence investigations by the Agency;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby declare its intention to purchase for and on behalf of the Agency, that certain real property of approximately 3.5 acres located at 5871-5895 Pruitt Avenue in Windsor, California, further described at Assessor's Parcel No. 059-271-082 for the price of Three Million Dollars (\$3,000,000), subject to completion of negotiations by Agency staff, and that November 16, 2023 at 9:00 a.m. is hereby fixed as the time and place at which consideration of the authorization of said purchase will be before the Agency Board.

BE IT FURTHER RESOLVED that the notice of this Board's intention to purchase said real property can be given pursuant to Government Code Section 25350 by publication of a Notice of Intent of Agency to Purchase Real Estate once a week for three (3) successive weeks prior to the Board hearing on November 16, 2023, in a newspaper of general circulation in the County of Sonoma, and that the Executive Director of this Board can and is hereby directed to cause such publication to be made.

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: October 19, 2023

Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma

NOTICE OF INTENT OF SONOMA COUNTY WASTE MANAGEMENT AGENCY
TO PURCHASE REAL PROPERTY

NOTICE IS GIVEN that the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma, a joint powers agency authorized under Government Code section 6500, intends to purchase an approximate 3.5-acre property located at 5885 Pruitt Ave., Windsor, being further described as APN 059-271-082. The property would be acquired from DAVID M. CARROLL, as Trustee of the David M. Carroll Revocable Trust UDT dated March 22, 1996 as amended, as to an undivided fifty percent (50%) tenant-in-common interest, and JOHN M. SHEA II, as Trustee of the Shea Family Trust, dated June 19, 2009, as to an undivided fifty percent (50%) tenant-in-common interest, for a purchase price of Three Million Dollars (\$3,000,000.00). Zero Waste Sonoma will meet on November 16, 2023, at 9:00 a.m., in the City of Santa Rosa Board Chambers, 100 Santa Rosa Avenue, Santa Rosa, California, to authorize the purchase of the property.

Public notice of the County's intention to purchase the property shall be published once a week for three successive weeks in accordance with Government Code Sections 25350 and 6063

5892 Pruitt Avenue, Windsor, CA 95492



Parcel Map



0 75 Buffer Requirement



Agenda Item #: 8
Cost Center: All
Staff Contact: Collard
Agenda Date: 10/19/2023
Approved by: LL

ITEM: Annual Presentation of Waste Activities by Republic Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is informational and no action is required by the Board at this time.

II. BACKGROUND

As stated in the Master Operating Agreement, Republic Services is required to provide an annual report to the Board of Supervisors and to Zero Waste Sonoma.

III. DISCUSSION

Republic Services will be fulfilling their contractual obligation by providing an update on the progress made towards achieving the goals established in the Agreement. The report may include topics such as diversion goals, greenhouse gas reduction, commercial food waste programs and any new activities and programs.

IV. FUNDING IMPACT

No funding impacts.

V. ATTACHMENTS

2023 Presentation

2023 Presentation to Zero Waste Sonoma



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Site Map 2023



Photo 01/2023

Landfill Airspace

As of 12/31/2022

Projected Airspace Volume Consumed	25,101,966.79 Cubic Yards
In Place Waste Density (3-Year Average)	1,749 lb/CY
Remaining Airspace of the Landfill	7,548,033.21 Cubic Yards

Airspace Consumed
(Annual Survey Date 1/22/2022 – 1/18/2023)

- Solid Waste Placed (CY)	429,113 Cubic Yards
- Tonnage Accepted Between Surveys:	
MSW	318,841 Tons
Fire Debris	0 Tons
Total	318,841 Tons

Landfill Site Life

Density	Remaining Tons	Annual Tons*	Remaining Life
1,250	4,717,521	325,000	14.1 years
1,350	5,094,922	325,000	15.2 years
1,450	5,472,324	325,000	16.3 years
1,550	5,849,726	325,000	17.4 years
*Based off of the Joint Technical Documents projection for annual waste tons accepted at the facility.			

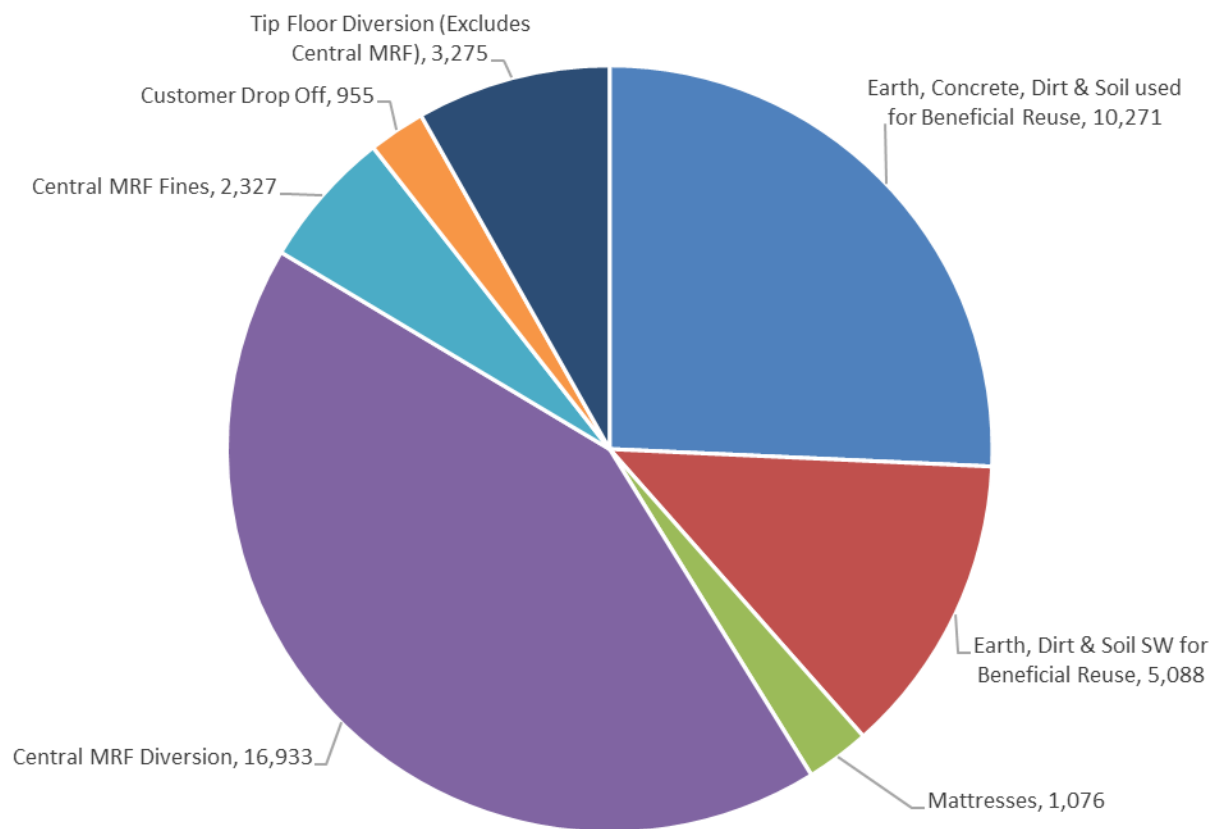
Diversion Analysis

6/2022-5/2023

Earth, Concrete, Dirt & Soil used for Beneficial Reuse	10,271
Earth, Dirt & Soil SW for Beneficial Reuse	5,088
Mattresses	1,076
Central MRF Diversion	16,933
Central MRF Fines	2,327
Customer Drop Off	955
Tip Floor Diversion (Excludes Central MRF)	3,275

Annual Goal	44,735	Total	39,925
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Diversion Analysis



How to Achieve Diversion Goals

<u>Initiative</u>	<u>Projected</u>	<u>2022 Totals</u>
Central MRF Diversion	17,780 Tons (5% Increase)	16,933 Tons
Tip Floor Diversion	3,766 Tons (15% Increase)	3,275 Tons
*All Others	23,660 Tons (20% Increase)	19,716 Tons
Totals	45,206	39,925
**Diversion Goal	44,735	

***Includes: Appliances, Soils, E-Waste, Mattresses, Tires, and Treated Wood**

****Food waste has been removed from the diversion goal for Republic and included in the contract with Recology**

Achieving Diversion Goals

Central MRF Diversion (Projected 5% Increase)

-Assess production hours at the MRF, and work with Recology to increase the diversion efficiency of the equipment.

All Other (Projected 20% Increase)

-Work with local contractors to identify material generated at job sites that can be utilized for onsite beneficial reuse at the Sonoma Central Disposal Site.



"Committed to Serve"

Green House Gas Update

This GHG inventory represents a snapshot of GHG emissions at Central Landfill from 2019 to 2022. LFG-derived GHG emissions would have occurred because of placement of the waste at any landfill facility in the region.

The Site has implemented several programs and projects that directly or indirectly lead to lowered GHG emissions. Waste diverted from disposal at the MRF results in GHG reductions. Though those reductions will be indirect and offsite, the reductions are attributable to development of the MRF. Improved LFG capture could also achieve GHG emission reductions, which could result from improvements to the GCCS and/or cover management practices.

Source	2019	2020	2021	2022
Landfill Methane	76,010	72,343	68,886	62,183
Landfill Equipment	1,267	1,513	1,277	1,977
Total GHG Emissions	77,277	73,856	70,163	64,160
Biogenic CO ₂	16,846	16,761	15,481	12,679

All emissions in MTCO₂e

SB 1383 Organics Program Update

- SB 1383 was enacted on January 1st, 2022. A robust sampling/record keeping program has been put in place at the transfer stations to meet all requirements set forth by the new regulation. Sampling is performed by a Republic supervisor for each facility.
- Republic Services is in the process of implementing a food waste processing program at the Central Transfer Station utilizing a Mega Thor system. The program is currently in the planning on permitting phase and the equipment is expected to be operational by late 2024.
- Recology route trucks will bring food waste to the Central Transfer Station for processing, the waste stream will then be diverted to a facility that is equipped to utilize the material as beneficial reuse.
- SB 1383 sampling is being performed quarterly by Republic at all the transfer station facilities.
- Food waste tonnage numbers by calendar year:

– 2017	4,332
– 2018	5,879
– 2019	7,148
– 2020	5,840
- 2021	8,560
- 2022	8,658

New Developments

Central Landfill Improvements 2022

- Completed construction of Cell R-2
- Installed 8 vertical gas wells and 1000' of horizontal gas collectors
- Installed new storm water drainage channel along the western edge of Cell R-2
- Performed two overhauls on LFGTE plant engines

Transfer Station Improvements 2022

- Replacing sections of concrete tipping floor at Sonoma TS, Guerneville TS, and Healdsburg TS
- Installed metal push wall at Guerneville TS

Current Year Developments

- Construct Cell R-4
- Construct additional dual leachate/gas extraction wells
- Replacing sections of concrete tipping floor at Sonoma TS & Guerneville TS
- Complete permitting for food waste processing equipment

Cell R-2 Construction Photos (June 2022)



Cell R-2 Construction (July 2022)



Cell R-2 Construction Photos (August 2022)



Cell R-2 Construction Photos (September 2022)





Agenda Item #: 9
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 10/19/2023
Approved by: LL

ITEM: Regional Solid Waste Planning - Potential Expansion of the Sonoma County Central Disposal Site

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is informational and no action is required by the Board at this time.

II. BACKGROUND

On September 12, 2023, Sonoma County's Sonoma Public Infrastructure (SPI) Department gave a presentation to the Board of Supervisor on the potential expansion of the Sonoma County Central Disposal (CDS) Site. SPI asked that the Board of Supervisors to;

1. Accept the findings and recommendations of the Solid Waste Regional Capacity Study (November 7, 2022 - Final Report) ("2022 Capacity Study").
2. Designate the land immediately adjacent to the west of the Sonoma County Central Disposal Site (CDS) permitted boundary as the preferred site for future landfill expansion. Concurrently, direct staff to undertake further analysis in accordance with the California Environmental Quality Act (CEQA).
3. Adopt a resolution (a) finding that an amendment to the Master Operations Agreement (MOA) with Republic Services of Sonoma County, Inc. ("Republic") for the development, implementation and operation of a potential CDS expansion project is exempt from competitive bidding obligations by operation of Public Resources Code Sections 40057-40059 and applicable case law, (b) directing staff to initiate negotiations with Republic to develop a draft non-binding term sheet for future consideration by the Board, and (c) setting goals and objectives for the negotiation.
4. Direct staff to engage with strategic partners/stakeholders in education and outreach relative to the findings of the Solid Waste Regional Capacity Study and associated recommendations to ensure Sonoma County residents have long term waste solutions.

III. DISCUSSION

The CDS has served as a key waste management facility for decades from its start of operations in 1972. It has been a valuable asset, providing day-to-day disposal of municipal solid waste and catering to local disposal needs in the aftermath of natural disasters such as wildfires, floods, and severe weather events. As we step into the future, however, the CDS faces limitations in terms of its permitted capacity.

While current state-mandated calculations indicate the Central Disposal Site (CDS) has an estimated lifespan of approximately 18 years, initiating the expansion process now is crucial for several reasons. Firstly, the planning, approval, design, and construction processes for landfill expansions can be extensive, often spanning many years. Waiting until the CDS is nearing its capacity would not

provide adequate time to complete these processes without facing a lapse in service. Secondly, maintaining a buffer in capacity is essential to accommodate unforeseen spikes in waste generation, which could be due to population growth, industrial activities, or natural disasters. Without this buffer, the County risks facing the substantial economic and environmental impacts, such as the need to transport waste over long distances, a potential shortage of space to process debris from natural disasters, and increased solid waste disposal costs. Additionally, proactive expansion ensures a stable and predictable solid waste management system for the future, ensuring the community's environmental and economic well-being.

Additional in-County capacity for solid waste disposal will be required as the alternatives to landfill expansion do not align with the County's operational objectives, nor are they consistent with the County's commitment to reducing greenhouse gas emissions. Establishing a new waste disposal facility is not feasible to accomplish in a timely manner due to significant hurdles including an exhaustive site selection process, high initial investment costs, potential public opposition, and increased environmental impacts. Consequently, expanding the CDS emerges as a more viable and cost-effective option.

SPI will share the presentation they provided to the Board of Supervisors on September 12, 2023 in regards to the potential expansion of the CDS. Zero Waste Sonoma supports the potential expansion of CDS for the reasons stated above.

IV. FUNDING IMPACT

No funding impacts.

V. ATTACHMENTS

Sonoma County-Regional Disposal Capacity Analysis-Tech Memo-11-7-22
Potential CDS Expansion Presentation

Sonoma County Preliminary Regional Disposal Capacity Analysis

Technical Memorandum

November 7, 2022

Prepared for:

Sonoma County Department of Transportation and Public Works – Intergrated Waste Division

Prepared by: D. Edwards, Inc. – Principal Consultant – Stu Clark

Introduction

This Preliminary Regional Disposal Capacity Analysis (Analysis) has been developed to help inform the County of Sonoma regarding the planning for the long-term disposal capacity needs of Sonoma County jurisdictions. While Sonoma County has adequate in-County disposal capacity projected to last many years, it is prudent to begin now with assessing potential options for continued environmentally sound and economically prudent disposal once the Central Disposal Site (CDS) reaches its' current permitted capacity. Two potential options explored in this Analysis include an expansion of the permitted capacity at the CDS or possible out-haul to existing regional disposal facilities. This analysis is intended to provide a preliminary overview of the existing disposal capacity at the CDS as well as regional disposal capacity that may be available to Sonoma County.

D. Edwards Inc., (DEI) is approaching this project in phases, with the findings of each phase informing the need for subsequent phases. This Technical Memorandum (Tech Memo or report) represents the work completed in the first phase or the Preliminary Analysis. For this Preliminary Phase of the Analysis, DEI has researched publicly available documents to compile relevant data related to the Central Disposal Site (CDS) and four (4) regional landfills including, Redwood Landfill (Marin County), Potrero Hills Landfill (Solano County), Hay Road Landfill (Solano County), and Keller Canyon Landfill (Contra Costa County).

DEI has prepared this Tech Memo to summarize the information reviewed. The Tech Memo includes narrative and tables to present, collate and compare the data collected. The Tech Memo also includes a review of Sonoma County's recent historical disposal generation and a discussion of potential future disposal capacity needs taking into consideration factors such as potential disaster debris, population, zero waste goals, available diversion infrastructure, etc. The report also provides specific data for each out-of-county regional disposal site along with summarizing the total combined daily and overall capacity that may be available for Sonoma County jurisdictions should the need arise. DEI presents our findings regarding the potential pros and cons, practicality and potential benefits or barriers of utilizing outhaul as a potential strategy for the long-term disposal needs for the County in comparison to expanding capacity at the existing CDS.

Both of these options will require more detailed study than was undertaken in this analysis in order to quantify the specific costs, environmental impacts, practicality and basic feasibility of each approach and to adequately compare the two strategies. That said, this preliminary review strongly suggests that pursuing the development of additional permitted disposal capacity at the CDS, will provide the County and its jurisdictions more flexibility, dependability, with less environmental impact overall compared to relying on outhaul to remote out-of-county landfills for additional long-term disposal capacity.

While prior studies have been completed on the topic, DEI strongly recommends that the County begin to update the prior engineering, design and environmental work to refine specifically how much additional capacity may be developed through an expansion at the CDS, and at what current cost. The full process of design, environmental review, and permitting can take many years. Beginning the initial work on this process soon will afford the County sufficient time to make appropriate findings to support informed policy decisions on this matter.

Time to Closure of Central Disposal Site

Remaining Capacity at the CDS

Estimating the “lifespan” of the CDS begins with quantifying the current disposal capacity in terms of cubic yards of permitted airspace remaining that can be filled with waste. The landfill operator, Republic Services, performs annual surveys to identify, among other things, total permitted capacity, the projected overall airspace consumed, the remaining airspace at the landfill, and the change in airspace over the previous year. All this data is expressed in cubic yards (cy). As of 12/31/2021 Republic reported the following:

• Total Permitted Airspace Capacity at the CDS	32,650,000 cy
• Projected Airspace Volume Consumed	<u>24,651,989 cy</u>
• Remaining Airspace of the CDS	7,998,010 cy
• Change in Airspace	
○ Solid Waste Placed in (1/31/20 to 1/17/21)	465,396 cy

Republic’s annual report also projects the disposal capacity in terms of years remaining. The projections are based on a CalRecycle accepted calculation method which include assumptions of waste density and annual volume expected to be received. Republic’s annual report identified that, between the most recent survey dates, the site achieved an in-place waste density of 1,885 pounds per cubic yards. This factor included a combination of MSW and fire debris which contributed to a higher density than would be expected, on average, going forward. The annual report also provides site life projections based on a range of waste density assumptions that estimate that the remaining life at the CDS could be from 15.4 years to 19.1 years, based on a projected¹ annual MSW volume (325,000 tons per year) going forward with no fire debris.

Additional factors can also be considered to estimate lifespan under possible alternative scenarios that may occur. The analysis in this report includes data and discussion of possible alternative circumstances that could impact the projected lifespan of the current permitted capacity at the CDS.

The length of time the current disposal capacity or airspace at the CDS will last can be influenced by several variable factors. The primary factor is the volume of material received for disposal. Other factors such as type of material and its relative “as-received” density, operational compaction efficiency, refuse-to-cover ratio, waste settlement, and other elements can also impact the projected lifespan of the available airspace at the CDS to varying degrees. The two most significant factors for the CDS are disposal volume received and in-place density achieved. These two factors will be the main focus of this part of the analysis.

Disposal Volume

The CDS has been a valuable resource for Sonoma County jurisdictions for the day-to-day disposal of the typical municipal solid waste (MSW) generated by residents, businesses, and industry in the County since it opened around 1971. In addition, the CDS has provided local disposal capacity for the significant and relatively frequent disaster debris that has been generated due to the recent fire events in the region. This is also the case for debris from recent and historical severe weather and Russian River and other flood events. Table 1 below identifies the annual tons of MSW and Disaster related waste received for disposal at the CDS from 2017 through 2021.

¹ Based on the Joint Technical Document’s projection for annual waste tons accepted at the facility

Table 1²
CDS Annual Disposal Tonnage
2017 - 2021

Year	MSW	Disaster Debris	Total
2017	302,654	362,156	664,810
2018	337,637	586,041	923,678
2019	343,387	912	344,299
2020	320,378	566	320,944
2021	340,924	79,223	420,147
Annual Average	328,996	205,780	534,776
Disposal Percentage	62%	38%	100%

As illustrated on Table 1, the MSW volume remained relatively stable during this five-year period while the Disaster Debris fluctuated based primarily on the timing of fire events in the area. As can also be seen, the disaster debris accepted at the CDS represented 38% of the total disposal volume during this five-year period. While it is not possible to predict future fire, flood, or other types of disasters and the associated debris that may need to be disposed, based on this historical data, it would seem prudent to anticipate some volume of this material will likely be generated in the future and require disposal at the CDS and elsewhere. While not specifically quantified in this report, increased landfill diversion from SB 1383 implementation, and other source reduction and recycling efforts, may reduce or keep even (against growth) the overall volume of waste requiring disposal, which in turn would maximize the usable lifespan of the CDS.

One resource reviewed for estimating the possible range of disaster related debris that could require disposal in the future is the recent publication entitled, “*Sonoma County California, Disaster Debris Management Plan, February 2022*” (Disaster Debris Plan). The Disaster Debris Plan’s stated purpose is to provide a framework for how disaster debris operations will be managed by the County. One section of the plan identifies past Presidentially declared disasters in Sonoma County dating back to 1964. The excerpted information from the Disaster Debris Plan in Table 2 lists some of the declared disasters that occurred from 2017 through 2020 which contributed to the disaster disposal volume listed in Table 1 above.

Table 2³
Sonoma County Presidentially Declared Disasters
2017 - 2020

Type of Event	FEMA Disaster Number	Declaration Date
Severe Winter Storms, Flooding, And Mudslides	DR-4301-CA	Feb 14, 2017
Severe Winter Storms, Flooding, Mudslides	DR-4308-CA	Apr 1, 2017
Partrick Fire	FM-5222-CA	Oct 9, 2017
Nuns Fire	FM-5220-CA	Oct 9, 2017
Tubbs Fire	FM-5215-CA	Oct 9, 2017
Wildfires	DR-4344-CA	Oct 10, 2017
Kincade Fire	FM-5295-CA	Oct 24, 2019
Severe Winter Storms, Flooding, Landslides, And Mudslides	DR-4434-CA	May 18, 2019
LNU Lightning Fire Complex	FM-5331-CA	Aug 18, 2020
Wildfires	DR-4558-CA	Aug 22, 2020
Wildfires	DR-4569-CA	Oct 16, 2020

² Data Source: Republic Services

³ Excerpted information from Table 1-2 of the Sonoma County California, Disaster Debris Management Plan, February 2022

As stated in the Disaster Debris Plan, “*Knowledge of the past can provide Sonoma County some understanding of possibilities for the future, and a basis for planning.*” The Disaster Debris Plan includes an assessment of the types of disasters Sonoma County may be vulnerable to and further assigns a “Probability” and “Debris Generation Potential” to each type of possible event. The Plan identifies 12 types of potential disasters of which four are listed below in Table 3.

Table 3⁴
Potential Debris Generating Events

Type of Event	Probability	Debris Generation Potential ⁵
Earthquake (Hayward Fault Scenario)	Medium	High
Severe Weather	High	Medium
Wildfire	High	High
Flood	High	High

The Disaster Debris Plan goes on to include estimates of the potential debris that could be generated from Sonoma County jurisdictions from each type of event. Table 4 below provides an excerpt of this information for the four event categories listed above. The Plan appropriately qualifies the debris estimates provided with the following statement:

“Estimating the quantities of debris that may be generated by various natural or man-made disasters is a complex analysis. There are endless variables (type of incident, severity, etc.) that can dramatically impact the quantities of debris that may be generated by a disaster and virtually no models that can accurately estimate debris volumes. Nevertheless, making a best estimate of the debris generation potential for the jurisdictions is an important exercise, the results of which should be used as a resource when planning for a debris-generating incident.”

Table 4⁶
Disaster Debris Estimates in Cubic Yards

Type of Event	Debris Estimate (Cubic Yards)
Earthquake (Hayward Fault Scenario)	8,234,380
Severe Weather	709,015
Wildfire	23,250,313
Flood	1,568,514

Table 4 illustrates the potential significant amount of disaster debris that could require disposal at the CDS and other regional disposal facilities. It is important to note that not all the volume listed above would be destined for disposal. One of the objectives of the Disaster Debris Plan states, “*Maximize diversion to the greatest extent possible to preserve remaining landfill capacity*”. As was the case with past disaster debris, a portion of the material generated, such as wood waste, metal, C&D, and concrete, can be readily recycled. However, even with aggressive recycling efforts, there is likely to be a significant amount of disaster debris remaining that would require disposal, all of which would reduce the projected lifespan of the CDS and other regional landfills that receive this volume.

⁴ Excerpted information from Table 1-3 of the Sonoma County California, Disaster Debris Management Plan, February 2022

⁵ Ability of a particular event to produce debris is based on historical data on each event type. High debris generation potential would be estimated based on an event that generates more than 1,000,000 cubic yards of debris. An event with medium debris generation potential could generate between 50,000 and 1,000,000 cubic yards. An event with low debris generation potential could generate approximately 25,000 – 50,000 cubic yards of debris.

⁶ Excerpted information from Table 1-8, 1-13, 1.14, & 1-15 of the Sonoma County California, Disaster Debris Management Plan, February 2022

Current Out-of-county Disposal

Another factor to consider related to potential disposal volume and the lifespan of the CDS is that not all the waste currently generated within the County is disposed of at the CDS. If this changes, and the Sonoma County generated waste that is now disposed at out-of-county facilities were to be redirected to the CDS, then clearly it would also reduce the life of the facility.

The California Department of Resources Recycling and Recovery (CalRecycle) tracks disposal volumes by jurisdiction of origin as part of its' statewide Disposal Reporting System (DRS). For Sonoma County, this information is consolidated under the Sonoma County Waste Management Agency (also known as Zero Waste Sonoma). The CalRecycle disposal data shows that, while the CDS receives most of the waste generated in-county, a significant volume of this waste is received and disposed of at out of county landfills. Table 5 below identifies the total annual tons of MSW and Disaster related waste generated in Sonoma County for the five-year period from 2016 through 2020.

Table 5⁷
Total Disposal Volume Generated
Sonoma County Jurisdictions
2016 - 2020⁸

Year	MSW	Disaster Debris	Total
2016	420,865	149	421,014
2017	479,501	466,993	946,494
2018	376,586	867,724	1,244,310
2020	468,939	3,903	472,842
2020	423,426	0	423,426
Annual Average	433,863	267,754	701,617
Disposal Percentage	62%	38%	100%

Table 6 below compares the five-year annual average for total disposal volume generated in Sonoma County (from Table 5) with the five-year annual average of volume disposed at the CDS (from Table 1). This comparison provides an approximate estimate of the annual average volume of in-County generated waste that is disposed at out-of-county landfills.

Table 6
Total Annual Average - In-County Waste Generated
Compared to
Total Annual Average - CDS Disposal Volume

5-yr Annual Average	MSW	Disaster Debris	Total
In-County Waste Generated	433,863	267,754	701,617
CDS Disposal Volume	328,996	205,780	534,776
Difference	104,867	61,974	166,842
Percent of Total Generated	24%	23%	24%

As shown on Table 6, approximately 24% of the total MSW generated by Sonoma County jurisdictions is disposed of at out-of-county landfills. A significant portion of the exported MSW stream originates in the city of Petaluma. Petaluma's annual disposal volume for the year 2021 was approximately 28,207⁹ tons. The MSW from city of Petaluma is currently disposed at the Redwood Landfill in northern Marin County where their hauler transports waste collected through their franchise agreement. The current projected

⁷ Data Source: CalRecycle Disposal Reporting System

⁸ 2020 is the most recent year data is available on the CalRecycle Disposal Reporting System for Sonoma County

⁹ Source: City of Petaluma

closure date for the Redwood Landfill is 2034¹⁰. Absent an expansion of this facility, alternative arrangements for disposal will be required after this projected date. Whether or not any of the exported waste stream will be redirected to the CDS in the future is unknown. Since, however, this is a relatively large volume of waste that could have a proportionally significant impact on the projected lifespan of the airspace at the CDS, it would seem sensible to consider, as part of the County's long term disposal capacity planning, the possibility that some portion of this exported MSW may be redirected.

Disposal Volume Findings

As shown in the various tables in this section, MSW volumes, while fluctuating somewhat up and down from year to year, have remained fairly stable and relatively predictable. Disaster debris, on the other hand has understandably fluctuated significantly from year to year related to the timing of fire, flood, and severe weather events in the county. The focus of this section is to understand historical disposal volume trends, and the potential for disaster debris and other possible disposal sources, sufficiently to make informed estimates regarding the timing and how much disposal volume may possibly be directed to the CDS to help determine a reasonable range of possible closure dates for long term planning purposes. The potential disposal source components estimated include:

- MSW – currently disposed at CDS
- Potential Disaster Debris
 - 5-yr historical average
 - Earthquake event
- Potential disposal volume redirected from out-of-county landfills

The volume estimates selected for these categories are discussed and presented below. The analysis will utilize these volume estimates to present three possible scenarios for the County to consider for projecting the lifespan of the current permitted capacity of the CDS. Each of the three scenarios presented include a range of projected closure dates based on the volume assumptions, combined with the same in-place waste density assumptions presented in Republic's most recent annual report (2022).

CDS MSW – MSW disposal volumes, in general and, here in Sonoma County are typically influenced by factors such as, economic growth or recession, population changes, increase or decrease in diversion and recycling infrastructure and/or access to services, education and public awareness efforts, adoption of new legislation and regulations for diversion, the pandemic, etc. These factors can either increase or decrease the disposal volume requiring capacity at the CDS depending on the nature of the change to these parameters. Projecting the net effect of all these factors on actual future disposal volume is complex and beyond the scope of this analysis.

For the purposes of projecting MSW volume disposed of at the CDS going forward, we have selected the five-year average annual disposal volume reported by Republic Services and listed in Table 1. This equates to 328,996 tons per year. This annual volume projection will be utilized for presenting the lifespan projections in Scenario 1 also referred to as the Status Quo Scenario (Table 7 on the following page). While this is a slightly higher volume than used by Republic in their current annual report calculations, we believe it represents a reasonable projection taking into account the recent annual fluctuations experienced for the MSW stream disposed of at the CDS.

¹⁰ Data Source: GeoSyntec Consultants, Inc., "Certification of No Substantial Changes at Redwood Landfill Preliminary Closure and Postclosure Maintenance Plans, Redwood Landfill, Marin County, California" 31 January 2020

Table 7
CDS Lifespan Projection
Scenario 1 – Status Quo

Density	Remaining Tons	Annual Tons	Remaining Life	Closure Date
1,250	4,998,756	328,996	15.2	2037
1,350	5,398,657	328,996	16.4	2038
1,450	5,798,557	328,996	17.6	2040
1,550	6,198,458	328,996	18.8	2041

Disaster Debris – This report relies on two sources of information for selecting an estimate of potential disaster debris that will be utilized for the CDS lifespan projection. The first is based on the actual average disaster debris disposed of at the CDS for the five-year period between 2017 and 2021 and the second is based on the information reviewed in the Disaster Debris Plan and summarized in this report.

The five-year average of actual disaster debris disposed of at the CDS and presented in Table 1 is 205,780 tons per year. This accounts for fire, flood and severe weather events that occurred during this timeframe. Prior to the 2017 fires, it might have appeared quite speculative to predict the high level of disaster debris that has been experienced recently in Sonoma County. However, based on concerns over the impacts of climate change and further supported by this recent historical data, it seems reasonable to consider the possibility that Sonoma County could continue to experience this level of disaster debris generating events on an ongoing basis. While we are hopeful that this will not be the case, for long term disposal capacity planning purposes, we are including this annual volume projection as part of the Scenario 2 lifespan estimates. This annual volume projection will be added to the Scenario 1 volumes to create the Scenario 2 projections presented in Table 8 below.

Table 8
CDS Lifespan Projection
Scenario 2 – Status Quo + 5-yr Average Disaster Debris

Density	Remaining Tons	Annual Tons	Remaining Life	Closure Date
1,250	4,998,756	534,776	9.3	2031
1,350	5,398,657	534,776	10.1	2032
1,450	5,798,557	534,776	10.8	2033
1,550	6,198,458	534,776	11.6	2034

For the development of the Scenario 3 projections, also referred to as the Worst-Case Scenario, this report is relying on the information presented in the Disaster Debris Plan. Table 4 summarizes the data projections for possible disaster debris that could be generated in Sonoma County from earthquake, severe weather, wildfire, and flood events. Since the historical data utilized in Scenario 2 above already includes volume associated with severe weather, wildfire, and flood events, this scenario will focus on the potential additional volume that is projected in the Disaster Debris Plan associated with an earthquake on the Hayward Fault.

The projection for this potential earthquake debris is identified as being 8,234,380 cubic yards. The volume estimates developed for this scenario need to take into consideration that, if there is sufficient infrastructure in place to do so, a large portion of this disaster debris can be recycled or at a minimum reduced in size/volume through chipping and grinding operations prior to disposal. While the Disaster Debris Plan recognizes the importance of identifying debris management sites and the operational capacity to implement reduction and recovery activities, it is beyond the scope of this report to predict

what the adequacy of this infrastructure may be at the time of a potential earthquake. If, however, it is assumed that the debris management and recycling infrastructure and operational capacity within the County at the time of the earthquake is sufficient to reduce and/or recover 80% of the projected debris then the remaining volume requiring disposal would be 1,646,876 cubic yards. If a lower percentage of reduction/recovery is achieved, then the projected lifespan of the CDS would be shortened proportionally.

Since an earthquake is typically a one-time event, for the lifespan estimates presented in Scenario 3, this report treats this projected disposal volume as a one-time reduction to remaining capacity at the landfill. As illustrated on Table 9 below, Scenario 3 utilizes the same disposal volume estimate as Scenario 2 but based on the reduced beginning capacity to estimate possible closure dates.

Table 9
CDS Lifespan Projection
Scenario 3 – Status Quo + 5-yr Average Disaster Debris + Earthquake Debris
Potential Worst-Case Scenario

Density	Remaining Tons	Annual Tons	Remaining Life	Closure Date
1,250	3,969,459	534,776	7.4	2029
1,350	4,287,015	534,776	8.0	2030
1,450	4,604,572	534,776	8.6	2031
1,550	4,922,129	534,776	9.2	2031

Redirected Out-of-county Disposal to CDS – As stated previously, not all the waste currently generated within the County is disposed of at the CDS. Table 5 identifies total waste generated by Sonoma County jurisdictions and Table 6 displays the 5-year averages of total waste generated compared to the volumes disposed of at the CDS. This represents an average of 104,867 tons per year of MSW that is generated in Sonoma County but disposed of at out-of-county landfills. This is in addition to the annual average of 61,974 tons of disaster debris exported. If the exported MSW volume were to be redirected to CDS this would represent an increase of approximately 32 percent of this waste stream and a corresponding reduction in lifespan at the CDS. With the Redwood Landfill currently projecting closure in 2034, absent an expansion, it is likely that some portion of this exported waste stream will be redirected to CDS in the future. While this report does not include a specific projected amount of disposal tonnage for redirection of exported waste in any of the three scenarios presented, it is highly recommended that this credible prospect should be taken into consideration as part of the County’s long-term disposal planning.

CDS Time to Closure Recap – The data presented in this section demonstrates some of the potential complexities to consider when projecting the useful lifespan of the remaining permitted airspace at the CDS. Based on the information presented in this section, regarding the potential variables of in-place density achieved and overall volume of waste received for disposal, the CDS may reasonably have a lifespan of as much as 18.8 years under the “Status Quo Scenario” and as little as 7.4 years in the “Worst-Case Scenario”. While the actual lifespan will likely be somewhere in between, the important fact to understand is that the permitted capacity at the CDS is finite and its lifespan, quite credibly, may be much shorter than the status quo assumptions predict.

Based on this review, it is highly recommended that the County consider potential next steps for additional review now that may be needed to determine and secure the most appropriate option(s) for continued environmentally sound and economically prudent disposal once the CDS reaches its’ current permitted capacity. Either pursuing an expansion of the permitted capacity at the CDS or negotiating and securing reliable disposal contracts with out-of-county regional disposal facilities will take a considerable amount of time and effort. While this preliminary report makes recommendations regarding these two potential options, additional work may be required to refine the information needed to make a fully informed decision on the best path forward for the County and its jurisdictions. The sooner this effort begins the better.

Regional Disposal Capacity – Out of County Options

For this Preliminary Phase of the Analysis, DEI has researched publicly available documents¹¹ to compile relevant data related to four (4) regional landfills including, Redwood Landfill (Marin County), Potrero Hills Landfill (Solano County), Hay Road Landfill (Solano County), and Keller Canyon Landfill (Contra Costa County). These four landfills have been selected to review as they are within a reasonable distance from the CDS and the Sonoma County transfer stations and these facilities are now accepting, or have in the past accepted, waste for disposal from Sonoma County. It should be noted however, that no contact with these facilities has been made to confirm their willingness or capability to enter into long-term disposal agreements for Sonoma County waste.

The relevant data collected for each site includes:

- Maximum Daily Permitted Capacity
- Current Estimated Daily Volume Received
- Estimated Potential Daily Capacity Available
- Total Maximum Permitted Capacity (cy)
- Estimated Remaining Capacity (cy)
- Reported In-Place Density
- Estimated Closure Date
- Mileage from Central Transfer/Processing Facility (CTPF)

The information gathered is presented and discussed below in three categories, 1) Daily Capacity Factors, 2) Total Site Capacity Factors and, 3) Projected Increased Vehicle Miles Traveled (VMT). This section of the report provides a preliminary overview of regional disposal capacity that may be available to Sonoma County along with providing a high-level assessment of potential issues related to the inherent environmental and economic impacts associated with the transportation of waste to out-of-county facilities.

Daily Capacity Factors

Table 10 on the following page, identifies the maximum daily amount of waste permitted to be received at the CDS and each of the four out-of-county landfills. It further provides an estimate, based on the records reviewed, of the amount of waste each facility receives on a daily basis. The nexus between the daily permit limit and the daily amount of waste received at each facility provides an estimate of the potential excess capacity these regional landfills may have available to support disposal of waste from Sonoma County jurisdictions should the need arise. Table 10 further compares the potential capacity available at each of the out-of-county landfills, as well as the total combined capacity of all four landfills, to the average daily volume of MSW received at the CDS. The comparison reflects MSW volumes and limits only, as opposed to disaster debris, since during regional declared disaster events daily limits are usually waived by state and local regulators to accommodate the increased volumes from disaster cleanup efforts.

¹¹ The primary source for information for this preliminary analysis has been public permit and technical documents available on CalRecycle's Solid Waste Information System (SWIS). The dates, categories and specificity of this data varies for each site reviewed but may be considered adequate for the purposes of this preliminary analysis.

Table 10
Daily Capacity – Potential Estimated Availability
Out-of-county Regional Landfills

Daily Capacity Factors	Central Disposal Site (CDS)	Redwood Landfill	Potrero Hills Landfill	Keller Canyon Landfill	Hay Road Landfill	Combined Regional Total (Excludes CDS)
Permitted Capacity TPD	2,500	1,390	3,400	3,500	3,200	11,490
Current Estimated Volume Received TPD	1,072	1,120	2,700	2,900	1,743	8,463
Potential Capacity Available – TPD	N/A	270	700	600	1,457	3,027
CDS Average Daily Volume ¹²	1,072	1,072	1,072	1,072	1,072	1,072
Shortfall/Excess Capacity Available TPD	N/A	-802	-372	-472	385	1,955

As illustrated on Table 10, while the four out-of-county landfills combined have sufficient estimated daily capacity to accommodate Sonoma County’s MSW stream, only one of the regional landfills, Hay Road Landfill, has sufficient estimated capacity to accept all of the MSW disposal volume now going to the CDS. It is worth noting that Hay Road Landfill is also the furthest facility from Sonoma County jurisdictions and, as discussed later in this report, represents the option that would require the largest increase in Vehicle Miles Traveled (VMT) and related Greenhouse Gas (GHG) and other air emissions, should this path be taken. Previously, when the CDS was closed for approximately five years for regulatory reasons, the County’s waste was out hauled to regional landfills. The County’s approach at that point was to contract with more than one landfill for their disposal needs. This approach provided the County with some flexibility and redundancy should the need have risen. Given the limited estimated daily capacity at most of the sites, it would seem likely that a similar approach of contracting with more than one facility would be warranted if this long-term disposal strategy is pursued by the County.

Another factor to take into consideration is that, as mentioned previously, Redwood Landfill has a current projected closure date of 2034 so, absent an expansion, this facility would not likely be available as an out-of-county disposal option by the time the current permitted capacity at the CDS runs out. In addition, the disposal volume identified in Table 10 does not include any projected amount for Sonoma County generated waste that is currently disposed of at Redwood Landfill that may be redirected upon its’ potential closure. As identified in Table 6, the total volume of County generated MSW disposed of at out-of-county landfills was estimated to be 104,867 tons per year or approximately 342 tons per day, some significant portion of which would potentially need to be accommodated in addition to the 1,072 tons per day identified in Table 10.

This initial preliminary review of the data indicates that, from a daily permitted capacity perspective, it may be possible for Sonoma County to secure disposal capacity for the current volumes of MSW disposed of at the CDS. This would likely need to be through disposal agreements with more than one of these regional landfills. What is also important to keep in mind is that the volume data used for Table 10 does not include potential disaster debris and that it may be desirable to include provisions in any disposal

¹² Based on 5-yr average MSW volume presented in Scenario 1 (328,996 tpy) divided by 307 days

agreement with these third-party regional landfills for handling this possible volume should the need arise. While the initial data indicates the possibility of this approach, much additional research and due diligence will be needed to ultimately determine the actual feasibility and the practicality of this approach from an economic and environmental perspective.

Total Site Capacity Factors

Table 11, on the following page, identifies that, with the exception of Redwood Landfill, the out-of-county landfills appear to have a significant amount of remaining overall site capacity. Combined, this projected capacity may be able to support a fairly long-term disposal volume from Sonoma County jurisdictions. Table 11 also provides estimated closure dates for the CDS and the other landfills. Taken at face value, the closure dates indicate that, when the CDS is projected to close in 2040, three of the out-of-county landfills will still be open. The projected closure dates of the three remaining landfills are 2050 for Keller Canyon, 2059 for Potrero Hills and 2065 for Hay Road. While this shows remaining life of these out-of-county landfills at between 10 and 25 years from when CDS is projected to fill, clearly the addition of Sonoma County volume would shorten these projections. In addition, as with the CDS, the length of time the current disposal capacity or airspace at these landfills will last can be influenced by several variable factors. The two most significant factors are disposal volume received and in-place density achieved. Other factors such as type of material and its relative “as-received” density, operational compaction efficiency, refuse-to-cover ratio, waste settlement, and other elements can also impact the projected lifespan of the available airspace at these out-of-county landfills to varying degrees.

From a projected volume perspective, the data reviewed for this preliminary analysis did not indicate whether any of the lifespan projections at the out-of-county landfills took into consideration the potential for acceptance of disaster debris. In addition, the daily volume assumption utilized in Table 10 to estimate the volume from Sonoma County that would require disposal capacity, projects only MSW volume from the “Status Quo” Scenario 1 presented in Table 7. This scenario includes only that portion of the Sonoma County generated MSW stream currently disposed of at the CDS and no consideration for the possible redirection of additional County-generated waste back to the CDS or any potential disaster debris which may also require disposal under an out-of-county disposal approach. These potential additional volumes would contribute to a shortening of the lifespan of the current and projected airspace of these out-of-county landfills potentially available for disposal of Sonoma County waste stream.

On the other end of the spectrum, it is also possible that one or more of these landfills may pursue expansions of their current permitted capacity thus extending their useful life. If these possible expansions include the ability to accept out-of-county waste, this could potentially increase the volume and length of time they may be able to support disposal of Sonoma County's waste material.

As with the daily capacity factors discussed above, while the preliminary review of the public data regarding overall site capacity suggests that the combined out-of-county landfill network may be able to support Sonoma County's waste stream for a fairly long term period after the projected closure date of the CDS, a much more detailed analysis to take a more granular look at all the potential variables that may affect capacity, will be needed to verify the feasibility of this approach.

Table 11
Total Estimated Site Capacity
CDS & Out-of-county Regional Landfills

Total Site Capacity Factors	Central Disposal Site (CDS)	Redwood Landfill	Potrero Hills Landfill	Keller Canyon Landfill	Hay Road Landfill	Combined Regional Total (Excludes CDS)
Total Permitted Capacity Cubic Yards	32,650,000	26,077,000	83,100,000	75,000,000	42,139,000	226,316,000
Site Capacity Used Cubic Yards	24,651,989	20,177,000	25,200,000	25,239,215	12,015,000	82,631,215
Remaining Capacity Cubic Yards	7,998,010	5,900,000	57,900,000	49,760,785	30,124,000	143,684,785
Date of Site Capacity Information	12/31/21	1/31/20	4/31/2020	7/1/19	6/30/20	
In-Place Density Lbs. per Cubic Yard	1,450 ¹³	1,623	1,450	1,839	1,300	Average Density 1,553
Estimated Closure Date	2040	2034	2059	2050	2065	

Projected Increased Vehicle Miles Traveled (VMT)

Table 12, on the following page, illustrates the estimated potential increase in Vehicle Miles Traveled (VMT) should the County rely on out-of-county landfills for their long-term disposal needs once the CDS has reached its' current permitted capacity. Since Redwood Landfill has a current projected closure date of 2034 and absent an expansion would not likely be available as an out-of-county disposal option by the time the CDS fills, our discussion in this section will focus on the remaining three landfills.

Table 12 provides the approximate round-trip miles from the CDS/CTPF to each of the out-of-county landfills¹⁴. It further estimates the number of transfer trailer loads that would be required to out haul the annual waste volume for the three volume scenarios presented earlier in this report. Scenarios 2 and 3 are presented together as their ongoing projected waste volume was the same with the difference being Scenario 3 included a reduction in airspace at the CDS from a potential one-time earthquake event.

The Scenario 1 volume projected is based on the "Status Quo" five-year average MSW only volume of 328,996 tons per year divided by 22 tons per load for each transfer trailer. This equates to approximately 14,554 round trips per year. The Scenario 2 and 3 volume projected is based on the five-year average MSW plus the five-year average Disaster Debris volume of 534,776 tpy divided by 22 tons per load. This equates to approximately 22,308 round trips per year. As is illustrated on Table 12, depending on the mix of out-of-county landfills that are utilized, the increased annual VMT associated with outhaul could range from approximately 1,586,386 extra miles to as much as 3,346,200 extra miles.

¹³ The 1450 lbs. per CY density is a conservative number based on the average density achieved at the CDS in 2022

¹⁴ Note: For simplicity the single CDS/CTPF location was utilized for estimating increased VMT for outhaul. If this option is pursued, waste would likely be transported from each of the remote transfer stations and the increase in VMT would vary accordingly.

Table 12
Estimated Increased Vehicle Miles Traveled (VMT) to
Out-of-county Regional Landfills

Vehicle Miles Traveled VMT Factors	Central Disposal Site (CDS)	Redwood Landfill	Potrero Hills Landfill	Keller Canyon Landfill	Hay Road Landfill
Approximate Milage from CDS - Round-Trip ¹⁵	0	31	109	120	150
Annual Trips ¹⁶ Scenario 1	14,554	14,554	14,554	14,554	14,554
Increased VMT per Year Scenario 1	0	451,174	1,586,386	1,746,480	2,183,100
Annual Trips ¹⁷ Scenario 2 & 3	22,308	22,308	22,308	22,308	22,308
Increased VMT per Year Scenario 2 & 3	0	691,548	2,431,572	2,676,960	3,346,200

While it is beyond the scope of this report to estimate the increased cost of transportation or the increased GHG and other air emissions attributable to the increase in VMT from this approach, it is likely to be significant for both of these factors. If the outhaul approach is pursued by the County, it is highly recommended that additional analysis of these factors be performed as part of the due diligence in determining the feasibility of reliance on this approach as a long-term disposal option for the Sonoma County waste stream.

As mentioned previously, no contact has been made with the operators of these out-of-county landfills as part of this analysis. As part of potential subsequent due diligence, it will be important for the County to confirm these facility's willingness and capability to enter into long-term disposal agreements for Sonoma County waste as well as develop estimates of overall potential costs of this option including tip fees, transportation costs, cost of environmental impact assessments, CEQA compliance, etc.

CDS – Disposal Capacity Expansion Option

One of the two potential options identified in this report for the long-term management of Sonoma County's disposal needs is the consideration of an expansion of the permitted disposal capacity at the CDS itself. The CDS is comprised of approximately 398.5 acres of which about 172.8 acres are currently permitted for waste disposal. The 1998 Central Disposal Site Improvement Program EIR (1998 EIR) described various improvements to be made at the Central Disposal Site, including expansion into the East and West Canyons to gain additional waste disposal capacity. While the East Canyon expansion area has been pursued the West Canyon area (also referred to as the West or Western Expansion Area or WEA) has not and could provide the County with another possible physical area within or adjacent to the current property boundary to gain additional permitted disposal capacity. Two studies were commissioned by the

¹⁵ Source: Google Maps

¹⁶ Based on 5-yr average MSW volume presented in Scenario 1 (328,996 tpy) divided by 22 tons per load

¹⁷ Based on 5-yr average MSW & 5-yr average Disaster Debris volume presented in Scenario 2 & 3 (534,776 tpy) divided by 22 tons per load

County in 2003¹⁸ and 2004¹⁹ respectively to determine the feasibility, potential capacity and costs associated with development of a West Area Expansion (WEA). Study elements of the reports included, geologic and seismic hazard investigations, groundwater investigations, geotechnical and civil engineering analysis, development of a conceptual master plan including subgrade excavation, containment system design, refuse fill plans, capacity estimates, and liner construction cost estimates. These studies concluded that an expansion of disposal capacity in the WEA would be feasible and could result in the creation of over 24 million cubic yards of future disposal capacity. To put this in perspective, this equates to approximately three times the remaining capacity currently available at the CDS.

In order to reaffirm the feasibility of expanding the permitted disposal capacity in the West Canyon area or elsewhere at the CDS, the County will need to update the work done previously by conducting new engineering and other studies. The new studies can build upon the former to, among other things, confirm or verify the specific location and total area best suited for the expansion, the potential capacity available in this area and design elements that would be required to integrate the expansion area into the existing landfill structure and operations. This would include, but not be limited to, liner systems, access road locations and routing, environmental control systems such as the leachate collection, storage and management system, the landfill gas collection and renewable energy production system, air and groundwater monitoring systems, etc. The engineering studies can also re-evaluate the need and potential for mining excavation for beneficial reuse and to create more airspace for disposal as was done in the Rock Extraction Area (REA) at the CDS. The excavation element will also benefit from a cost and logistics analysis based on current conditions and resources in the area. The studies will need to be conducted at an initial level of detail sufficient to form the design basis from which contemporary cost estimates can be prepared.

In addition to the initial physical design and capital cost estimates, the County will also need to identify the environmental review requirements that will be necessary to comply with the California Environmental Quality Act (CEQA), as well as determine the permitting path and requirements to receive approvals from the Local Enforcement Agency (LEA), CalRecycle, the North Coast Regional Water Quality Control Board (NCRWQCB), the Bay Area Air Quality Management District (BAAQMD) and others for the solid waste, water, air and the other permits that will be needed to construct and operate the expanded facility. An important part of this work will also include the development of an estimated schedule for the entire process for design, environmental review, permitting and construction that will be required to begin accepting waste at an expanded area of the CDS.

In simple terms, these initial studies and analysis will be needed to determine in greater detail and based on current circumstances the feasibility of utilizing the expansion of the permitted capacity at the CDS as a viable long-term disposal option for Sonoma County's future waste streams. These studies will help the County confirm how much airspace can be developed, and from this, estimate how much additional disposal capacity in terms cubic yards, tons and years can be expected to be available through pursuing this option. The analysis, of course, would include making a credible estimate as to how much this added capacity would cost to develop. Determining the overall cost and related cost per ton will provide the County with the data needed to make an informed comparison of the cost elements of the CDS expansion option versus the potential cost of an out-of-county disposal option. It is important to again note that while cost is a very important factor to consider, the data reviewed in this report also indicates that the out-of-county disposal option is likely to include a significant increased environmental impact related to the inherent additional Vehicle Miles Traveled, and associated GHG and other air emissions, that will be required to outhaul Sonoma County waste to remote regional landfills.

¹⁸ GeoLogic Associates in conjunction with Bryan A. Stirrat & Associates, "Siting and Classification Study Proposed West Area Expansion, Central Disposal Site, Sonoma County, California" March 2003

¹⁹ Vector Engineering, Inc., "Western Area Expansion Area Development Plan" January 2004

Findings and Recommendations

Provided below is a summary of the key findings and recommendations based on the data and information reviewed as part of this Preliminary Regional Disposal Capacity Analysis.

Findings

1. **Finding:** The CDS has been a valuable resource for Sonoma County jurisdictions for the day-to-day disposal of typical municipal solid waste (MSW) and for local disposal of the significant disaster debris generated from the recent and historic wildfires, severe weather, and floods
2. **Finding:** The “Time to Closure” of the CDS is primarily dependent on volume received and in-place density achieved.
3. **Finding:** Between 2017 to 2021 MSW volume remained relatively stable while the Disaster Debris fluctuated based primarily on the timing of fire events in the area.
4. **Finding:** Between 2017 to 2021 disaster debris accepted at the CDS represented 38% of the total disposal volume.
5. **Finding:** While it is not possible to predict future disasters, based on recent historical data, it would seem prudent to anticipate some volume of disaster debris will likely be generated and require disposal at the CDS.
6. **Finding:** The CDS may reasonably have a lifespan of as much as 18.8 years under the “Status Quo Scenario” and as little as 7.4 years in the “Worst-Case Scenario”. While the actual lifespan will likely be somewhere in between, the important fact to understand is that the permitted capacity at the CDS is finite and its lifespan, quite credibly, may be much shorter than the status quo assumptions predict.
7. **Finding:** Increased landfill diversion from SB 1383 implementation, and other source reduction and recycling efforts, may reduce or keep even (against growth) the overall volume of waste requiring disposal, which in turn would maximize the usable lifespan of the CDS.
8. **Finding:** Approximately 24% of the total waste currently generated by Sonoma County jurisdictions is disposed of at out-of-county landfills.
9. **Finding:** While the preliminary review of the Daily Capacity Factors, and the Total Site Capacity Factors at four potential out-of-county landfills suggests that the combined out-of-county landfill network may be able to support Sonoma County’s waste stream, additional research and due diligence will be needed to determine the economic and environmental impacts and overall feasibility associated with relying on out-haul for the long-term disposal needs for Sonoma County.
10. **Finding:** While the four out-of-county landfills combined appear to have sufficient estimated daily capacity to accommodate Sonoma County’s MSW stream, only one of the regional landfills, Hay Road Landfill, has sufficient estimated capacity to accept the full daily disposal volume of the MSW now landfilled at the CDS.
11. **Finding:** Redwood Landfill has a current projected closure date of 2034 so, absent an expansion, this facility would not likely be available as an out-of-county disposal option by the time the current permitted capacity at the CDS runs out.

12. **Finding:** Increased annual Vehicle Miles Traveled (VMT) associated with overhaul of Sonoma County waste could range from 1,586,386 extra miles to as much as 3,346,200 extra miles per year.
13. **Finding:** While it is beyond the scope of this report to estimate the increased cost of transportation or the increased GHG and other air emissions attributable to the potential increase in VMT from this approach, it is likely to be significant for both of these factors.
14. **Finding:** The CDS is comprised of approximately 398.5 acres of which about 172.8 acres are currently permitted for waste disposal.
15. **Finding:** The 1998 Central Disposal Site Improvement Program EIR (1998 EIR) described various improvements to be made at the Central Disposal Site, including expansion into the West Canyon area to gain additional waste disposal capacity.
16. **Finding:** Two studies were commissioned by the County in 2003²⁰ and 2004²¹ respectively to determine the feasibility, potential capacity and costs associated with development of a West Area Expansion (WEA).
17. **Finding:** Study elements of the reports included, geologic and seismic hazard investigations, groundwater investigations, geotechnical and civil engineering analysis, development of a conceptual master plan including subgrade excavation, containment system design, refuse fill plans, capacity estimates, and liner construction cost estimates.
18. **Finding:** These studies concluded that an expansion of disposal capacity in the WEA would be feasible and could result in the creation of over 24 million cubic yards of future disposal capacity, or approximately three times the remaining capacity currently available at the CDs.
19. **Finding:** This preliminary review strongly suggests that pursuing the development of additional permitted disposal capacity within or adjacent to the existing property boundary of the CDS, will provide the County and its jurisdictions more flexibility, dependability, with less environmental impact overall compared to relying on overhaul to remote out-of-county landfills for additional long-term disposal capacity.
20. **Finding:** In order to re-affirm the feasibility of expanding the permitted disposal capacity in the West Canyon area or elsewhere at the CDS, the County will need to update the work done previously by conducting new engineering and other studies to determine how much airspace can be developed and at what cost.

Recommendations

1. **Recommendation:** Perform the necessary contemporary updated studies to identify, at the CDS, the specific location and total area best suited for the expansion of permitted disposal capacity, confirm the potential airspace capacity available in this area and the design elements that would be required to integrate the expansion area into the existing landfill structure and operations. The studies will need to be conducted at an initial level of detail sufficient to form the design basis from which contemporary cost estimates can be prepared.
2. **Recommendation:** Prepare an initial capital cost estimate based on the design basis elements identified in number one (1) above.

²⁰ GeoLogic Associates in conjunction with Bryan A. Stirrat & Associates, "Siting and Classification Study Proposed West Area Expansion, Central Disposal Site, Sonoma County, California" March 2003

²¹ Vector Engineering, Inc., "Western Area Expansion Area Development Plan" January 2004

3. **Recommendation:** Identify the environmental review requirements that will be necessary to comply with the California Environmental Quality Act (CEQA).
4. **Recommendation:** Determine the permitting path and requirements to receive approvals from the Local Enforcement Agency (LEA), CalRecycle, the North Coast Regional Water Quality Control Board (NCRWQCB), the Bay Area Air Quality Management District (BAAQMD) and others for the solid waste, water, air and the other permits that will be needed to construct and operate an expanded facility.
5. **Recommendation:** Develop an estimated schedule for the entire process for the design, environmental review, permitting, excavation and construction that will be required to begin accepting waste at the CDS.
6. **Recommendation:** Prepare an initial overall cost estimate (and related cost per ton) for the design, permitting and development of the additional disposal capacity at the CDS.
7. **Recommendation:** Perform additional due diligence to determine if and to what extent that the out-of-county regional landfills are willing and able to consider entering into long-term disposal agreements for Sonoma County waste.
8. **Recommendation:** Prepare an initial estimate of overall potential costs of the outhaul option including tip fees, transportation costs, cost of environmental impact assessments, CEQA compliance, etc.
9. **Recommendation:** Refine the data related to increased VMT associated with outhaul of waste and quantify the magnitude of increased GHG and other emissions that would result from this approach.
10. **Recommendation:** Prepare an initial cost comparison estimate of expansion of disposal capacity at the CDS versus relying on outhaul to remote out-of-county landfills for additional long-term disposal capacity.

Potential Expansion of Central Landfill

Trish Pienti
Deputy Director
Public Infrastructure

October 19, 2023



Background

- Sonoma County Central Disposal Site (CDS) started operation in 1972
- Valuable asset providing daily disposal needs
- Critical resource for disposal after natural disasters
- Estimated remaining CDS lifespan of 18 years per state-required calculations
- Closure of CDS will trigger economic & environmental impacts

Background

- April 23, 2013: Board approved agreement with Republic for the Operation of the Central Landfill and County Transfer Stations (“MOA”). The effective date of the MOA was conditioned upon securing the waste commitments of the cities and other negotiated requirements.
- April 2015: MOA became effective with an initial 25-year term for the existing permitted area.

MOA Agreement

- Includes the following services: operation of the CDS & five transfer stations, the acceptance and diversion of recyclable materials, and the transfer of the landfill closure and post-closure liabilities
- Caps the rates charged on waste deliveries
- Allows for annual gate rate increases based on 90% of CPI
- Rate covers Republic's costs for assuming risks in perpetuity for the closure of the CDS, post-closure maintenance costs, and related environmental liabilities
- Concession fees collected for Cities and County to fund solid waste programs

Regional Capacity Study

- Wildfires since 2017 have impacted the capacity of the CDS and regional landfills in the Bay Area
- Natural disasters are now part of strategic waste planning
- November 2022: Sonoma County Preliminary Regional Disposal Capacity Analysis Technical Memorandum (*D. Edwards, Inc.*)
- The study examined potential alternatives to address future solid waste needs, including outhaul or expansion of the CDS

Regional Capacity Study Conclusion

- Remaining site life of CDS is 15 to 19 Years
- Capacity of CDS might be consumed quicker due to potential future natural disasters
- Reliance on outhaul services does not align with operational objectives of the County
- New landfill site location not practical or viable
- Expansion of CDS is necessary to serve the needs of Sonoma County

Alternatives to Expansion of CDS



1. Pursue outhaul for long term disposal at distant landfill facilities

- Environmental impacts due to increase in vehicle miles traveled - increase GHG emissions & other air pollutants
- Increased hauling costs
- Compromised ability to address local disposal needs during times of disasters

2. Siting a new in-County landfill facility

- Delay & uncertainty: 20+ years, may not be possible
- Significant additional development costs and environmental impacts
- Outhaul of waste until a site is permitted

Republic as Preferred Operator

- The County will look to work directly with Republic to negotiate the terms of a potential expansion of the CDS via an amendment to MOA
- Republic is uniquely-positioned to deliver the most beneficial project scope and more cost-effectively. Alternative contractor for expansion project, if concurrent permits could even be obtained, results in:
 - Duplicative infrastructure (~\$50 million)
 - Loss of vertical expansion opportunity
 - Forfeiture of as much as 28 years of potential site life

The Board of Supervisor has:

- Accepted the findings and recommendations of the 2022 Capacity Study
- Adopted a resolution designating the land west of the permitted boundary and the vertical air space above the existing permitted area as the preferred site
- Directed Staff to undertake further analysis in accordance with CEQA
- Directed staff to engage with strategic partners/stakeholders in education and outreach relative to the findings of the Solid Waste Regional Capacity Study and associated recommendations to ensure Sonoma County residents have long term waste solutions
- Directed Staff to initiate negotiations with Republic Services to develop a draft non-binding term sheet for future consideration by the Board – Setting the following goals and objectives for the negotiations

Key Goals of Negotiations

Develop a draft non-binding term sheet for future consideration by the Board with the following broad goals:

- Expansion project will be operational before current capacity expires;
- Republic responsible for Permits and development of CDS expansion;
- Republic assumes all liabilities for the Expansion Project;
- Gate rates reduced and continued sustainable funding for the County and Cities;
- All waste and other materials delivered for disposition at CDS will be accounted for economically;
- Review and consideration of public benefits over time, given significant additional term associated with the expansion project; and
- Revenue potential of the expansion project is equitably shared among the parties.

Process & Feedback from Stakeholders

- The County has retained a 3rd Party solid waste/financial consultant to review and guide the economic aspects of the term sheet;
- It is anticipated in approximately 6 months a draft term sheet will be developed
- The term sheet will be brought back to the LTF and JPA for feedback

QUESTIONS?



Agenda Item #: 10
Cost Center: Organics
Staff Contact: Tan
Agenda Date: 10/19/23
Approved By: LL

ITEM: Consideration of an Agreement with Cascadia Consulting Group, Inc. to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board approve the resolution authorizing the Executive Director to enter into an Agreement with Cascadia Consulting Group, Inc. to Conduct Technical Assistance.

II. BACKGROUND

At the August 17, 2023 regular meeting, the Board approved and authorized staff to release a Request for Proposals (RFP) to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County.

The primary objectives of the project are:

1. Identify and provide technical assistance to priority Tier I and Tier II Edible Food Generators in Sonoma County who produce the most excess food so that they may understand and comply with SB 1383 food donation requirements. When appropriate, the contractor should also provide technical assistance to generators to increase organics and recycling diversion.
2. Identify and provide technical assistance to food and beverage facilities who use the largest amount of disposable food ware in their current operations. The number of facilities identified in each jurisdiction should be proportional to the size of the population of the jurisdictions.
3. Provide technical assistance to commercial generators located specifically in the City of Santa Rosa and who are the top waste generators, meaning they generate large amounts of garbage and have disproportionately low recycling or organics service. Assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins.
4. Emphasize and encourage food donation and reusable food ware whenever possible, even if a generator or facility is not required by law or ordinance to do so.
5. Integrate an equity lens into all work performed on this project to ensure that generators and facilities owned or operated by historically underrepresented and underserved communities are just as successful in implementing the desired programs.

III. DISCUSSION

On August 21, 2023, staff released the RFP to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County. Written questions from potential proposers were received by September 4, 2023, and answers were distributed on September 11, 2023.

By the deadline of September 25, 2023, 5:00 pm PST, staff received six proposals from the following:

- Abbe & Associates LLC
- APTIM Environmental & Infrastructure, LLC
- Cascadia Consulting Group, Inc.
- Cow Shades + MetTel
- Daily Bowl + ExtraFood
- SCS Engineers, Inc.

The review panel to evaluate the proposals contained three individuals: Xinci Tan, the Agency's Organics Program Manager; Sloane Pagal, the Agency's Zero Waste Program Manager; and Celia Furber, Recology Sonoma Marin's Community Relations and Sustainability Manager. Xinci oversees most of the countywide implementation related to California State Law Short-lived Climate Pollutants (SB 1383). Sloane oversees countywide implementation of the Disposable Food Ware and Polystyrene Foam Ban Ordinances. Celia oversees the outreach team and franchise agreements for eight out of ten member jurisdictions, including Santa Rosa.

Of the six proposals received, the panel scored APTIM, Cascadia, and SCS Engineers as the top three and conducted 1-hour long interviews with each proposing team for a second-round evaluation. Cascadia's team was unanimously chosen as the most qualified, given their substantial experience in conducting similar projects in the Bay Area. The panel was most impressed with their emphasis on in-person outreach, strong knowledge of the local communities, and prioritization of equity throughout the project, including quantitative targets to assist generators and facilities owned or operated by historically underrepresented and underserved communities. The panel appreciated Cascadia's inclusion of Soluna Outreach Solutions as a subcontractor, who is a long-time contractor with the Agency for Spanish Outreach and, more recently, compliance monitoring for countywide Disposable Food Ware Ordinances, as well as Cascadia's inclusion of Monica White from Edgar and Associates as a project advisor, who was a subcontractor on the Agency's 2022 Edible Food Recovery Capacity Study.

Staff has included a scoring summary ranking all six proposals according to the primary selection criteria as an attachment to this staff report.

IV. FUNDING IMPACT

Staff budgeted \$494,750 for this project. \$234,750 is from the SB 1383 Local Assistance Grant funds, and \$260,000 will come out of the Agency's FY 23-24 regular budget.

Based on Cascadia's proposal, the cost of services provided totals \$494,616. Cascadia's Project

Budget is included as an attachment to this staff report.

V. ATTACHMENTS

- Proposal Scoring Summary
- Resolution Authorizing an Agreement with Cascadia Consulting Group, Inc.
- Agreement for Consulting Services to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances in Sonoma County with Cascadia Consulting Group, Inc.
- Cascadia's Project Budget for Cost of Services
- Cascadia's Presentation of Assembled Team and Technical Assistance Services



Commercial Technical Assistance for Compliance with Food Recovery, Disposable Food Ware Ordinance, and Contamination Minimization Requirements

Proposal Scoring Summary

October 19, 2023

Primary Selection Criteria	Total possible points	Abbe & Associates	APTIM	Cascadia	Cowshades + MetTel	DailyBowl + Marin ExtraFood	SCS Engineers
Technical assistance approach	40	28.3	32.3	40.0	12.0	21.0	33.7
Experience with providing technical assistance	20	17.7	24.7	27.7	13.0	16.0	22.7
Assistance expected of Agency staff	10	17.0	16.7	20.0	4.7	11.0	18.0
Scope of work and budget	30	6.3	8.0	7.7	3.0	3.3	7.3
Total	100.0	69.3	81.7	95.3	32.7	51.3	81.7

Resolution No.: 2023-19

Dated: October 19, 2023

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING
AN AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR
COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN
SONOMA COUNTY WITH CASCADIA CONSULTING GROUP, INC. ("CONTRACTOR").

WHEREAS, the Contractor represents that it is duly qualified and experienced in conducting technical assistance for compliance with SB 1383 requirements and disposable food ware ordinances; and

WHEREAS, in the judgement of the Board of Directors of the Agency, it is necessary and desirable to employ the services of the Contractor to provide technical assistance in Sonoma County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency's Executive Director to execute an Agreement for Consulting Services to Conduct Technical Assistance for Compliance with SB 1383 Requirements and Disposable Food Ware Ordinances with Cascadia Consulting Group, Inc.

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: October 19, 2023

Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma

AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR COMPLIANCE WITH SB 1383 REQUIREMENTS AND DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY

This agreement ("Agreement"), dated as of October 19, 2023 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and Cascadia Consulting Group, Inc. (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is duly qualified and experienced in Consulting Services related to providing technical assistance; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to perform necessary preparation and provision of technical assistance; and,

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

AGREEMENT

1. Scope of Services.

1.1 **Contractor's Specified Services.** This Agreement is entered into for the purpose performing consulting services related the preparation for and provision of technical assistance. Contractor shall perform services as defined in Exhibit A: Scope of Services.

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

1.3 **Performance Standard.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

2. Payment.

2.1 Contractor shall be paid \$400,000 for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Agency will make payment to Contractor within 30 days following receipt of Contractor's invoice. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

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

3. Term of Agreement. The term of this Agreement shall be from the Effective Date to May 1, 2025, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to six (6) months provided that the payment amount, as defined in Section 2, is unchanged.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may terminate this Agreement after written notice to Contractor, stating the reason for termination, when such failure remains uncured 20 days after such notice.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9. If this Agreement is terminated, Agency shall pay Contractor for all work satisfactorily performed up to the date of termination, including all non-cancelable costs.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity arising out of or in connection with the negligent performance or willful misconduct of Contractor hereunder, but excluding liability due to the negligence or willful misconduct of Agency.

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

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

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

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general

liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

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

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

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

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

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

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

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.

b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

c. Upon Agency's written request, redacted copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of Agency's request.

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

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

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.

9. Representations of Contractor.

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

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a

change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

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

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

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor.

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

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

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

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. However, any modification or reuse of the documents for purposes other than those intended by this Agreement shall be at the Agency's sole risk and without liability to Contractor. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency. Subject to Agency's rights in Articles 9.8 and 9.9, any pre-existing trade secrets, know-how, methodologies, and processes related to Contractor's services shall remain the sole and exclusive property of Contractor, and Contractor shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Contractor Materials"), except as may be provided in specific Work Orders. If, in the course of Contractor's engagement with Agency, Contractor uses, provides, or incorporates into any deliverables or work product any Contractor Materials, Contractor will grant Agency a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

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

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

Agency: Zero Waste Sonoma
Attention: Xinci Tan
2300 County Center Drive, STE B-100
Santa Rosa, CA 95403
Email: Xinci.tan@sonoma-county.org
Phone: (707) 837-6134

Contractor: Cascadia Consulting Group, Inc.
Attention: Christy Lee
1109 1st Ave, STE 400
Seattle, WA 98101
Email: christyl@cascadiaconsulting.com
Phone: (206) 449-1105

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

13. Miscellaneous Provisions.

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

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this

Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair of the Board of Directors

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: _____

Exhibit A: Scope of Services

The AGENCY seeks technical assistance for 1) SB 1383 Food Recovery Implementation, 2) [Disposable Food Ware Ordinance and Polystyrene Foam Ban](#) Compliance, and 3) City of Santa Rosa Diversion of High Waste Generators. A summary of technical assistance focus areas are below.

- 1) **SB 1383 Food Recovery Implementation:** The selected contractor(s) will, with the guidance of and a partial list provided by the AGENCY, identify priority Tier I and II Edible Food Generators equitably in all 10 jurisdictions within Sonoma County who have the most excess food for donation. The contractor will provide them technical assistance to comply with SB 1383 food recovery requirements. If appropriate, the contractor should also provide technical assistance to comply with organics and recycling diversion and contamination minimization. The budget for this task is \$200,000.
- 2) **[Disposable Food Ware Ordinance and Polystyrene Foam Ban Compliance](#):** The contractor will identify and provide technical assistance to the largest food facilities within each of the AGENCY's 10 member jurisdictions affected by the local [Disposable Food Ware Ordinance and Polystyrene Foam Ban and help them come into compliance](#). Emphasis should be placed on promoting the use of reusable food ware over single-use alternatives. The budget for this task is \$200,000. If there is overlap between the list of top waste generators affected by SB 1383 and the largest food facilities affected the local Disposable Food Ware Ordinances, the contractor shall give them priority for technical assistance.
- 3) **[City of Santa Rosa Diversion of High Waste Generators](#):** The contractor will provide additional technical assistance to generators specifically within the City of Santa Rosa who subscribe to a large amount of garbage services with disproportionately low recycling and organics services. The contractor shall assist these high priority waste generators with source reduction, diversion, and education to minimize contamination in the green and blue bins. The budget for this task is \$94,750: \$80,000 for contractor services and \$14,750 for purchase of indoor bins and containers.

The Agency may reallocate the budget among projects and jurisdictions depending on progress, successes, and challenges. This will be determined at the quarterly check-ins with the contractor.

Technical assistance provided must be centered in equity, and be inclusive, responsive, and respectful. The contractor should pay particular attention to the needs of generators or facilities owned or operated by historically underrepresented and underserved communities. Technical assistance by the contractor should be provided in English or Spanish, or both as necessary. If a different language is required, the AGENCY will cover the expense of translation of educational materials and/or hiring of an interpreter.

The contract will be for a one and a half year (18-month) period with an estimated start date of October 30, 2023. The proposed cost of the contract is not to exceed \$494,750. There will be an option to renew the contract on an ongoing, annual basis.

Proposals shall include a detailed estimate of total hours conducting technical assistance and related tasks as described below.

The selected contractor(s) will be required to conduct the following tasks on an ongoing basis or as otherwise noted below.

SB 1383 Food Recovery Technical Assistance

1. Contractor will need to work closely with franchised haulers RSM, SCRR, and SGC to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.
2. Using a list supplied by the AGENCY, the contractor will identify priority Tier I and Tier II Edible Food Generators in Sonoma County who have the most excess food for donation.
3. Reach out to the selected Tier I and II generators to assess each of their knowledge gaps, barriers to donating food, and resources needed to comply with the requirements.
4. Meet generators on-site for the first visit and create an implementation plan to develop new operational procedures and train staff.
 - a) The supervisor on the contractor's team will be required to obtain a [Food Safety Manager Certification](#). Other staff who will be directly working with generators are required to have the California Food Handler Card.
 - b) Assist generators in learning how to identify which foods are safe and suitable for donation.
 - c) If appropriate, provide suggestions to generators on strategies to increase organics and recycling diversion, make waste collection service changes, improve signage and container locations, adopt source reduction strategies, and implement front or back of house operational changes. Clear communication and regular collaboration with local franchised haulers RSM, SCRR, and SGC are imperative to ensure consistent messaging.
 - d) Contractor may use and promote resources already developed by the AGENCY or its partners, such the safe food storage and preparation guides from the Sonoma County Environmental Health Department and the SB 1383 booklet summarizing the requirements. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY's member jurisdictions may use and distribute.
 - e) Assist food facilities in establishing relationships and creating agreements with local food recovery organizations and services who can accept or pick-up food donations.
 - f) Assist generators in adopting recordkeeping practices for the pounds of food donated using the Careit software, which is preferred by the AGENCY, or other methods of recordkeeping that will satisfy the SB 1383 requirements.
5. Create a plan for follow-up and troubleshooting of any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.
6. Inform generators about the climate and community health impacts from complying with regulatory requirements, as well as any economic benefits, such as tax deductions and reduced

garbage costs. Provide information and resources that may help them take advantage of those benefits.

7. At the monthly check-in meetings, inform the AGENCY of any “problem generators” who are unresponsive or refuse to donate despite producing a significant amount of excess edible food. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
8. For those Tier I and II generators who the contractor also identifies as targeted food facilities needing technical assistance to comply with the Disposable Food Ware Ordinance, the tasks in the section below apply.

Disposable Food Ware Ordinance Compliance Technical Assistance

1. Identify the largest food facilities within each of the AGENCY’s 10 member jurisdictions (approximately 200 facilities) who use the largest amount of disposable food ware in their current operations.
 - a) Priority should be placed on food facilities who use polystyrene foam or have the most potential to switch to reusable food ware.
 - b) Ideally, the food facilities chosen as targets for technical assistance should be from a variety of business types and may serve as models in the future.
2. Reach out to the identified food facilities to assess their knowledge gaps; barriers to switching to reusable, compostable, or recyclable food ware; and resources they may need to comply with their local ordinance requirements.
3. Meet food facilities on-site and create an implementation plan for how they may reduce waste from single-use disposable food ware, switch to compliant compostable/recyclable food ware, and select appropriate vendors and suppliers.
 - a) Contractor may use and promote resources already developed by the AGENCY, such as the established list of vendors, reusable food ware grant, and purchasing guide. If the Contractor determines that additional educational resources are necessary for the project, the Contractor shall collaborate with the AGENCY on creating content. The AGENCY will design, print, and translate all educational materials, which the Contractor and the AGENCY’s member jurisdictions may use and distribute.
 - b) Contractor should guide food facilities in using food ware that minimizes confusion for their customers and limits contamination in the organics and recycling streams. For example, pairing a compostable lid to a compostable take-out bowl that may both be composted, instead of a plastic lid on a compostable bowl that must be separated.
 - c) Although not all jurisdictions’ ordinances require it, the contractor should encourage and help food facilities adopt reusable food ware for dine-in customers, or as much as possible.
4. Collaborate with the three local franchised haulers (RSM, SCRR, and SGC) to ensure consistent messaging regarding contamination minimization in the organics and recycling streams. For food facilities with significant contamination challenges, refer them to the appropriate franchised hauler for additional education.
5. Create a plan for follow-up and troubleshooting any implementation challenges. Provide continued assistance as needed via phone, email, and in-person to ensure that generators

become confident enough to continue the programs independently. Technical assistance should be pro-active, prioritizing face-to-face communications and on-site support work.

6. At the monthly check-in meetings, inform the AGENCY of any food facilities who are unresponsive or refuse to adopt locally compostable/recyclable food ware. The AGENCY will work with the appropriate member jurisdiction to discuss next steps and possible enforcement action.
7. For those food facilities who the contractor also identifies as Tier I and II generators required to comply with SB 1383 food recovery requirements, the tasks in the section above apply.
 - a) Food facilities who are not Tier I and II generators should still be provided with information/resources about food donation and encouraged to donate excess food.

City of Santa Rosa Diversion of High Waste Generators Technical Assistance

- Identify the top waste generators who produce high levels of garbage and have disproportionately low recycling and organics service.
- Conduct visual characterizations of materials currently being disposed in each of the three streams to identify what large volumes of material could be diverted. Contractor should collect this information together with records of existing waste service volumes to establish a baseline for each generator.
- Using data collected from visual characterizations, provide targeted education to employees or residents working or living on site with the types of materials acceptable and not acceptable in recycling and organics collection programs. Contractor may use and promote resources already developed by the AGENCY and the franchised hauler RSM.
- Provide implementation assistance via phone, email, and in person. Provide suggestions to generators (e.g. property owners or managers) such as waste collection service changes, signage and container location, source reduction strategies, and front and back of house operational changes.
- Coordinate and/or partner with RSM to provide presentations or training for staff and residents as necessary.
- Create a plan to follow up no later than one month after implementing the recommended service changes and/or education. Assess if any additional outreach or training is needed and troubleshoot problems as they arise.
- Contractor will work closely with franchised hauler RSM to minimize duplication of work, consistency in information provided, and coordinate service changes and site visits, if necessary.

Minimum Deliverables:

- Initial kick-off meeting with AGENCY staff to discuss program scope, expectations, goals, priorities, and any immediate concerns. Contractor should expect to review project tasks, available resources, and project timeline.
- Monthly meetings with AGENCY staff to discuss progress and troubleshoot any problems that arise.
- Technical assistance activities, recommendations, and notes shall be tracked and reported using AGENCY's Recyclist Program Tracker account. Data should be uploaded monthly, at a minimum. AGENCY shall provide contractor with user account(s).

- Four (4) brief quarterly reports to AGENCY staff summarizing a list of generators/food facilities contacted and/or visited, summary of outreach and assistance provided, and hours worked under relevant subtasks (food recovery or disposable food ware), and results/outcome of scope tasks performed. All information must be broken down by jurisdiction.
- One (1) Final Report (PDF or Word) at the conclusion of the project, summarizing all tasks completed, hours spent, results, and lessons learned. In addition, contractor should provide a method to determine a measurable success rate and follow up plan for all generators/food facilities.
 - Report should include one (1) spreadsheet with points of contact for all generators/food facilities the contractor used, including name, email address, phone numbers, and site address, and mailing address. All information must be broken down by jurisdiction.
- One (1) presentation (live, in-person or virtual) to the AGENCY Board during a public meeting as a supplement to the Final Report following the conclusion of this project.



Project Budget

10/19/2023

Task	Est. Hours	Expenses	Total Cost
1. Project Management & Reporting*	556.5	\$120	\$100,592
1.1 Kickoff Meeting	37		\$7,586
1.2 Coordination Meetings	129		\$24,333
1.3 Project Management and Oversight	134.5		\$24,524
1.4 Reporting	256	\$120	\$44,149
2. SB 1383 Food Recovery Implementation	1,458.5	\$3,760	\$149,604
2.1 Account Prioritization & Equity Assessment	30		\$5,647
2.2 Outreach Toolkit	21		\$4,243
2.3 Certifications	51.5		\$5,568
2.4 Technical Assistance	1,356	\$3,760	\$134,147
3. Disposable Food Ware Ordinance & Foam Ban Compliance	1,431.75	\$2,407	\$149,670
3.1 Account Prioritization & Equity Assessment	32		\$5,352
3.2 Outreach Toolkit	21		\$3,956
3.3 Marketing Calls	116.5		\$16,560
3.4 Technical Assistance	1,262.25	\$2,407	\$123,802
4. City of Santa Rosa Diversion of High Waste Generators	786	\$15,365	\$94,750
4.1 Meetings, Project Management, and Reporting	112.5		\$18,343
4.2 Account Prioritization and Outreach to High Priority Waste Generators	673.5	\$15,365	\$76,407
TOTAL	4,232.75	\$21,652	\$494,616

* Task 1 cost will be split evenly between Tasks 2 & 3

Expenses:

- Task 2 expenses include four, 15-minute segments or ads on “Nuestra Tierra” (“Our Earth”) on KBBF Radio and four, half-page ads in the Impulso newspaper or similar newspaper (the segments/ads will incorporate content relevant to both Task 2 and Task 3). They also include reimbursement for travel expenses for outreach staff.
- Task 3 expenses include reimbursement for travel expenses for outreach staff.
- Task 4 expenses include the \$14,750 allocated towards the purchase of indoor bins for distribution and the rest is for reimbursement for travel expenses for outreach staff.
- The cost of labor is \$472,964, and the cost of expenses is \$21,652, bringing the total project cost to \$494,616.

Zero Waste Sonoma

Technical Assistance for Compliance
with SB 1383 Requirements and
Disposable Food Ware Ordinances



Values-driven approach



Strategic, creative, and nimble

Cascadia

- 4+ years of SB1383 food waste prevention and recovery expertise
- 20+ years of commercial food-waste program design and management
- Core focus on equity and inclusion
- Multilingual outreach and technical assistance team
- In-house creative team
- In-house Translation, Transcreation, and Interpretation support

HDR

25+ years experience of broad-based waste and recycling program design, implementation, and evaluation expertise with focus on commercial compliance

Soluna

- 20+ years providing local bilingual outreach and technical assistance
- 5 years of experience working with Zero Waste Sonoma, and deep knowledge of ZWS programs and partners
- Core focus on equity and inclusion
- Existing community connections and relationships
- Local marketing and media connections

Edgar & Associates

16+ years of experience leading corporate sustainability programs and helping business leaders go beyond compliance to become more sustainable.

Waste Sleuth & Associates

- 32 years in California waste reduction and recycling arena
- Specialization in technical assistance for complex commercial entities
- Owns and maintains leading online recycling and reuse information database
- Award-winning creative leadership of outreach programs, campaigns, and collateral

Meet the team

STRATEGIC LEADS



Alejandro Paredes
Cascadia
Director in Charge



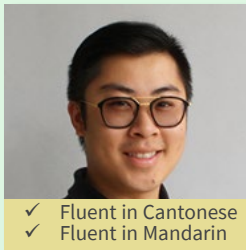
Angela Pan
Cascadia
Project Manager



Shirley Ng
Cascadia
Deputy PM &
Task 3 Lead



Maddie Siebert
Cascadia
Task 2 Lead



Terry Ng
Cascadia
Task 4 Lead

ADVISORY TEAM



Celine Fujikawa
Cascadia
Equity Advisor

MAIN OUTREACH TEAM



Hugo Mata
Soluna
Outreach Lead



Soluna's Local
Bilingual Outreach
Specialists



Todd Sutton
Waste Sleuth & Assoc.
Zero Waste Specialist

RESERVE OUTREACH TEAM



Cascadia Outreach Specialists
(English/Cantonese/Mandarin)

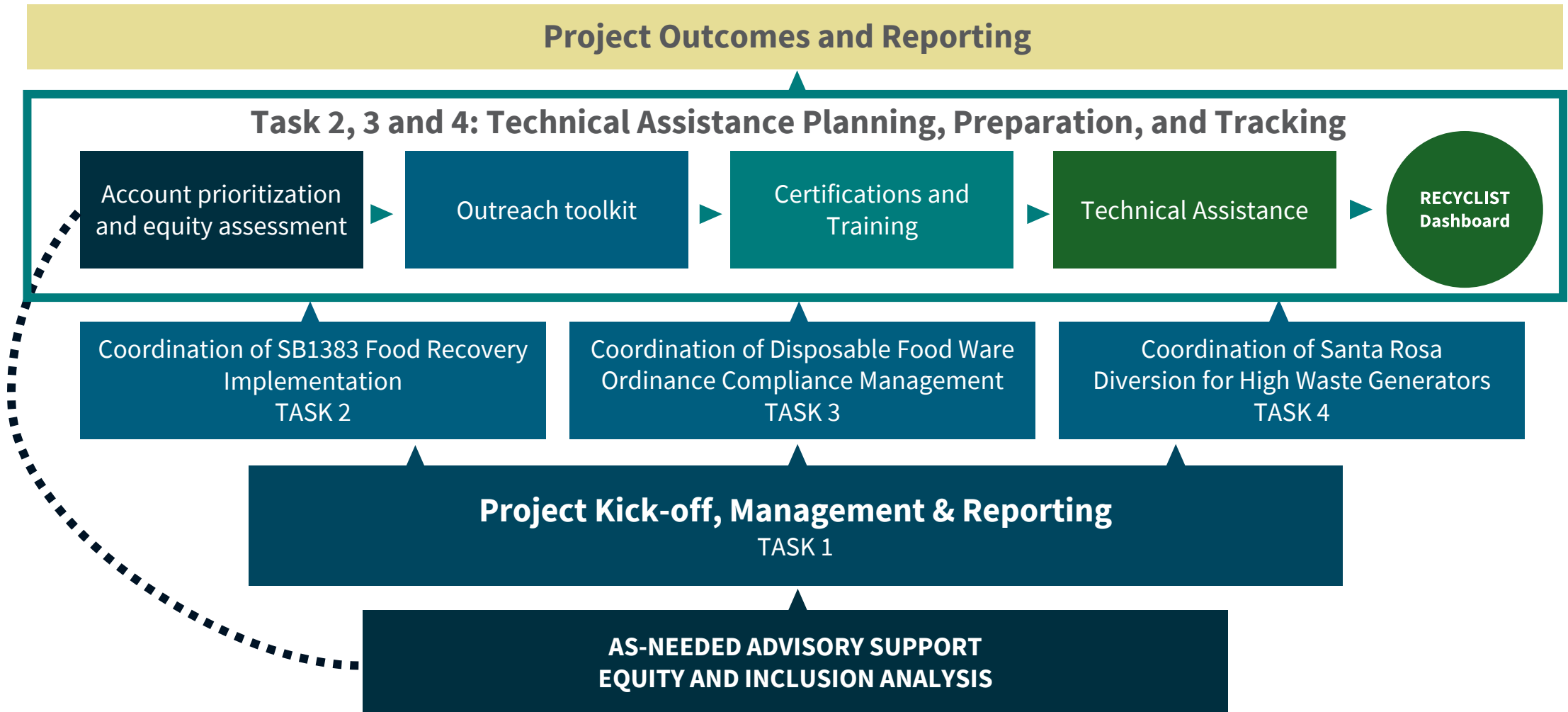


Tracie Onstad Bills
HDR
Strategic Advisor

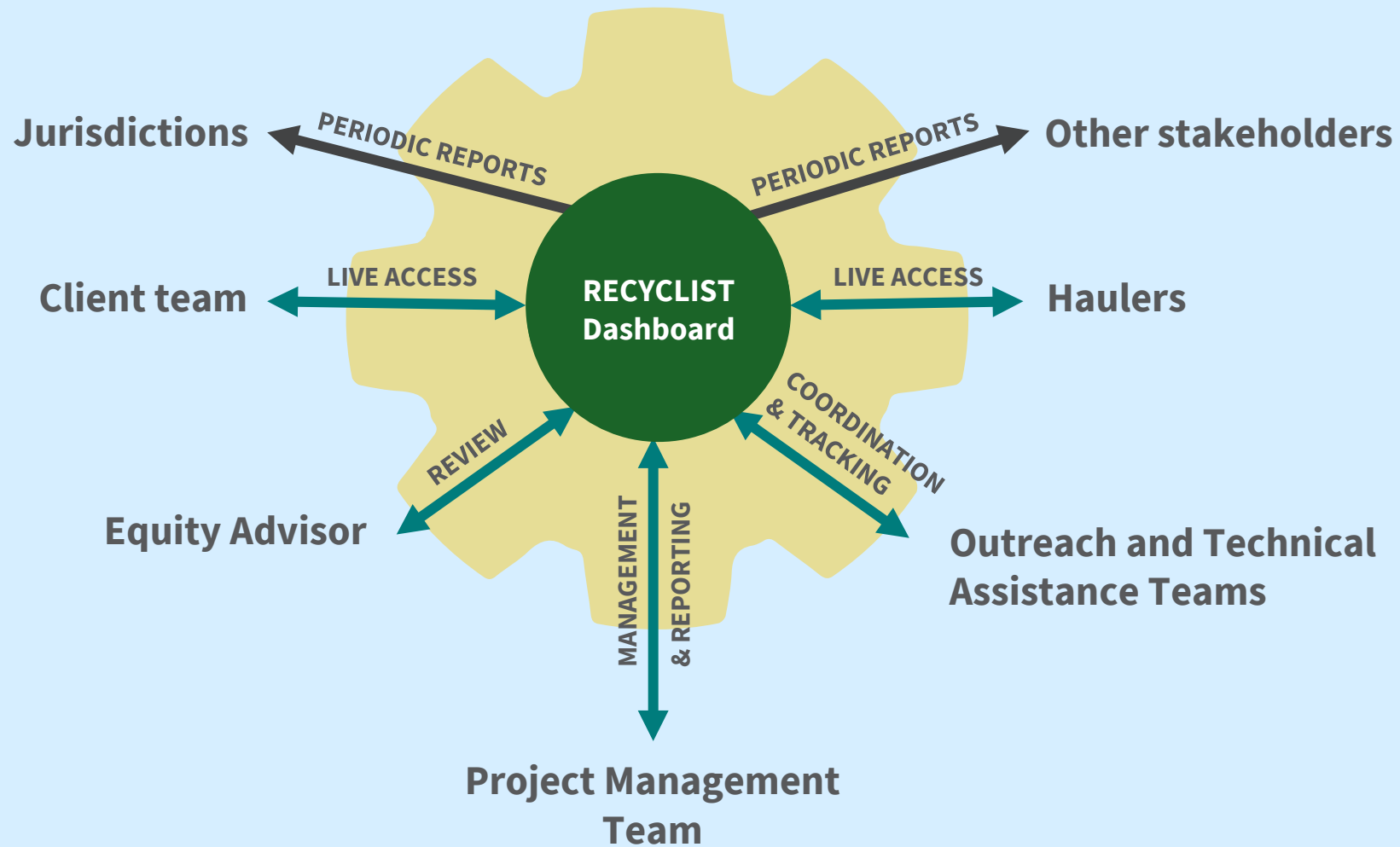


Monica White
Edgar & Assoc.
Food Recovery
Advisor

Streamlined, efficient approach



Collaboration and transparency, built in



Equitable, consistent, and responsive



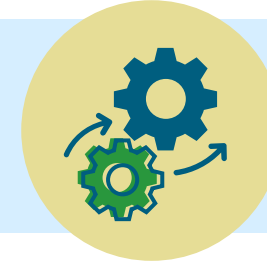
Equitable across

- ✓ Sectors
- ✓ Sizes
- ✓ Ownership types
- ✓ Jurisdictions
- ✓ Languages



Consistent across

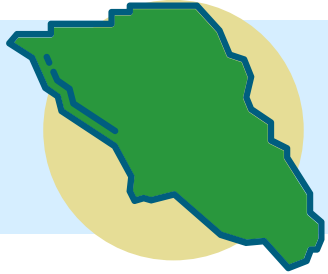
- ✓ Messaging
- ✓ Materials
- ✓ Processes
- ✓ People
- ✓ Tracking



Responsive to

- ✓ Business barriers and motivators
- ✓ Site specific needs
- ✓ Jurisdiction needs
- ✓ Hauler coordination
- ✓ Sector trends
- ✓ Policies and technologies

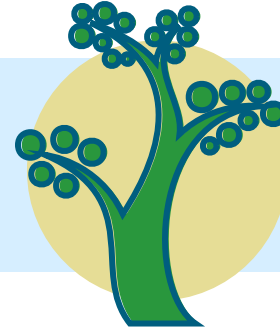
Why us?



Local presence
with deep local
experience
and
relationships



**Effective,
proven
approach**
centered in
equity and
inclusion



**Centralized
management**
to make the
most of every
hour and
every dollar



**Unmatched
experience**
leading
commercial
outreach and
assistance



Thank you!



Agenda Item #: 11
Cost Center: All
Staff Contact: Lukacs
Agenda Date: 10/19/2023
Approved by: LL

ITEM: Closed Loop Partners Reusable Cup Pilot Program in Petaluma

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This agenda item is informational and no action is required by the Board at this time.

II. BACKGROUND

Closed Loop Partners is a New York based company that is at the forefront of building the circular economy. The company is comprised of three key business segments: an investment firm, innovation center, and operating group. They connect entrepreneurs, industry experts, leading corporations, financial institutions, and municipalities to execute projects for the circular economy. Their partners and investors include global consumer goods companies, technology companies, material science companies, retailers, financial institutions, and municipalities. Closed Loop Partners' Center for the Circular Economy manages the NextGen Consortium. The Consortium brings leading brands, industry experts, and innovators together to reimagine foodservice packaging, accelerating sustainable, and circular solutions to reduce waste on a global scale.

III. DISCUSSION

Closed Loop Partners NextGen Consortium contacted Zero Waste Sonoma to pilot a reusable cup program with one of our member jurisdictions. Petaluma was selected for the pilot due to its saturation of potential participating establishments within a 1-3 miles radius, Sonoma County and Petaluma's commitment to climate action, and it's a small, dense community. Leading brands are investing in reuse to keep up on regulatory demands, meet their internal sustainability commitments, and respond to growing consumer demand for sustainability.

Closed Loop Partners will work with food establishments (i.e. coffee shops, quick service restaurants, food trucks) that use single use cups and replace them with reusable cups. Customers will be given a reusable cup as the default and then return the cup to designated collection bins located at participating establishments, public spaces, and parks. The collected cups will be washed and redistributed to the participating establishments. Information from the pilot will be analyzed to understand return rates by customers, determine key drivers in customer participation, and measure environmental impacts.

IV. FUNDING IMPACT

No funding impacts.

V. ATTACHMENTS

Reusable Cup Pilot Program Presentation



Partnering to Advance Circular and Reusable Food Service Packaging

October 12, 2023



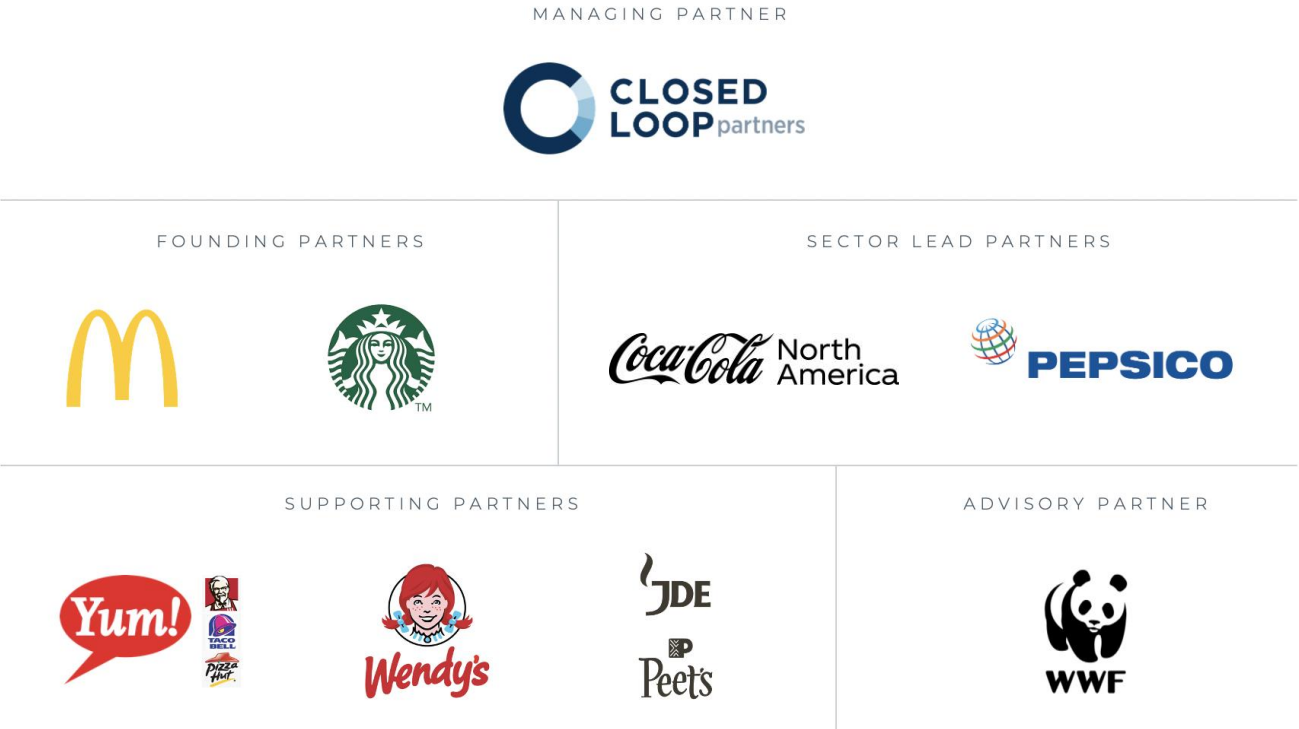
Pilot overview

The NextGen Consortium



A partnership of food-service industry leaders to identify innovations and investment opportunities for **sustainable foodservice packaging globally.**

Launched in 2018 in partnership with Starbucks and McDonald's.



NextGen has a multi-faceted approach to single-use cup waste



Market forces are driving brands to pursue reusable packaging solutions

SUSTAINABILITY COMMITMENTS

By 2025, **Starbucks** wants every customer to be able to **either bring their own cup or borrow a reusable cup** from their cafes.

Coca-Cola targets to deliver **25% of its beverages in refillable bottles** by 2030.

PepsiCo intends to double the percentage of all beverage servings it sells delivered through reusable models from **10 to 20 percent by 2030**.

REGULATION



City of Berkeley: Single-use foodware & litter reduction ordinance



New York City: "Skip the Stuff" bill to promote accessories only upon request



SB 545: Bill relating to reuse of containers; and declaring an emergency



SB 54: Plastic Pollution Prevention and Packaging Producer Responsibility Act

CONSUMER DEMAND

Boards, Policy & Regulation | Industry Insight | Boards | Circular Economy

Consumers keen, but big brands failing to buy in to refillable packaging

By Mike Scott

August 9, 2023 9:33 AM EDT - Updated a day ago



Industry Insight

August 04, 2023 08:20 AM



Reusable and refillable packaging sales to reach \$53.4 billion by 2027, says Smithers

The US-based consultancy firm has published a white paper giving an overview of the five main strategies global brands are deploying to achieve plastic reduction goals.

BEATRIZ SANTOS in

TWEET SHARE in SHARE EMAIL

PRINT



NextGen Brands are testing a system for reusable cups together

Brands struggle
piloting reuse alone

Consortium pilot
mitigates
reputational risks

Reduces costs and
efforts



NextGen's 2024 multi-brand pilot will test reusable cups in Petaluma, CA

The test can include a mix of **20-40 partner locations** across independent coffee shops, quick-service restaurants, food trucks and convenience stores / gas stations.

1 REUSABLE CUPS ARE THE DEFAULT OPTION



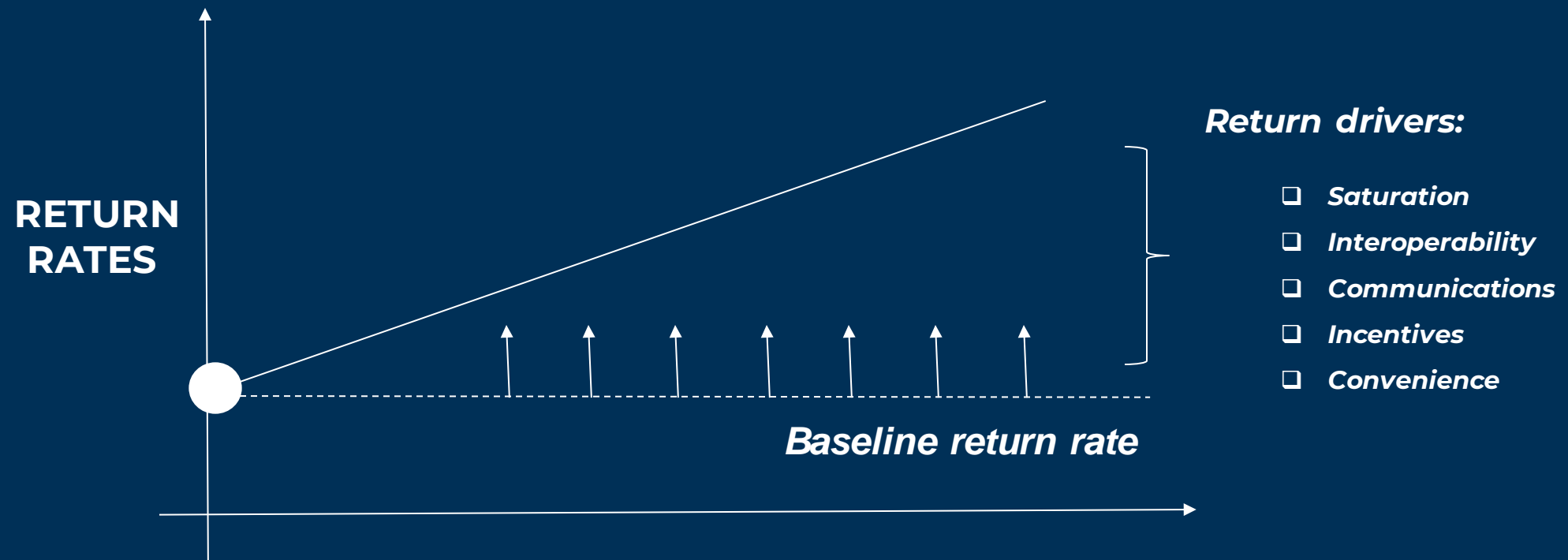
2 CUSTOMERS RETURN CUPS AT WIDESPREAD BINS



3 OPERATORS COLLECT, WASH, AND RESELL CUPS



What we will learn



Why are these learnings important?

1

Guide
reuse system
design

2

Inform
policymakers

3

Build a
pathway for
brands to
scale reuse

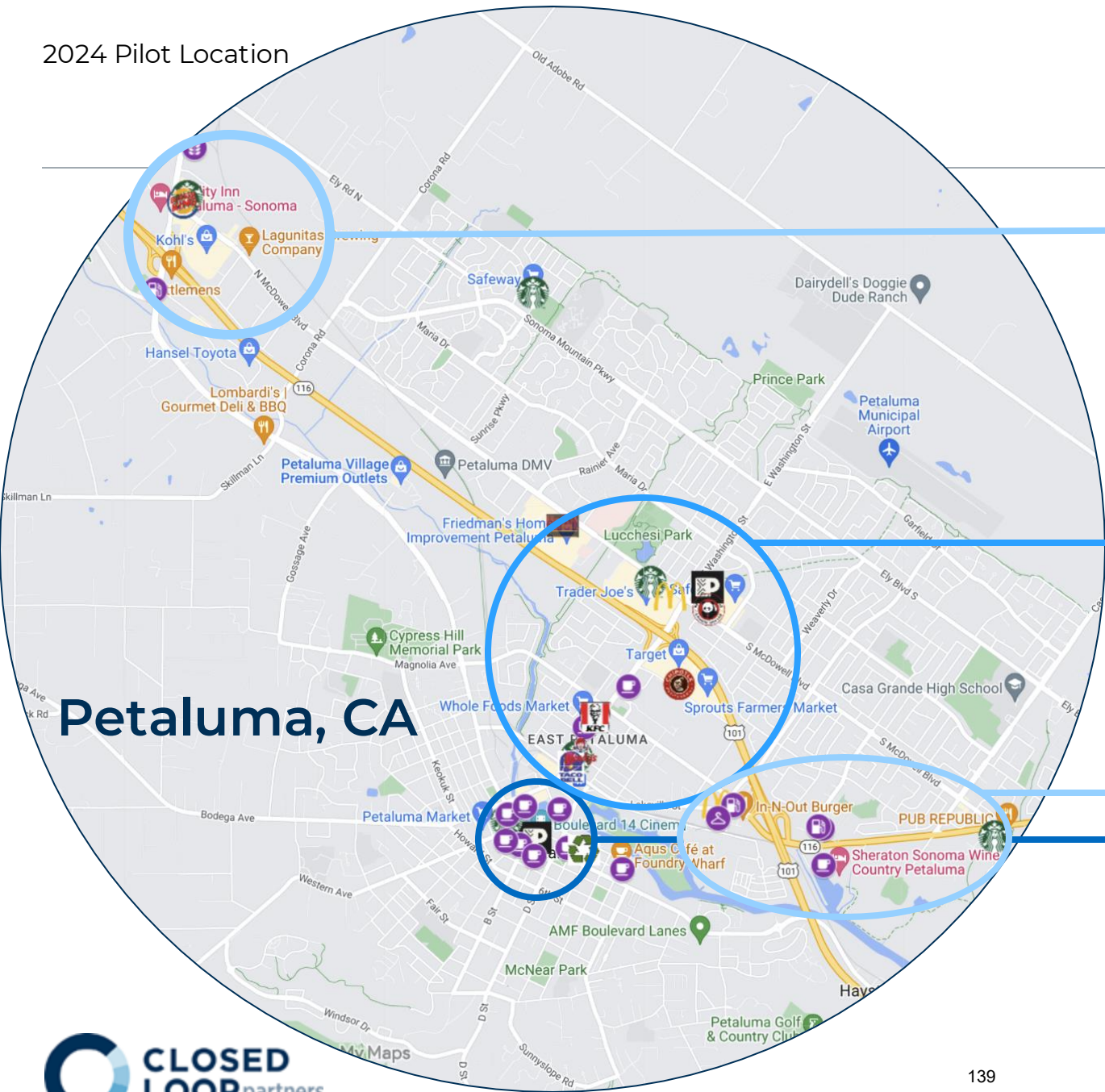
Why Petaluma & how you might engage

Our reuse community needs to allow saturation within a 1-3 mile radius



Pilot City: Petaluma, CA

- ✓ Primed market for reusables, with favorable legislative policy
- ✓ Small, dense, and interoperable community with 20-40 restaurants to pilot
- ✓ Mix of small and large restaurants or cafes selling to-go drinks
- ✓ Various means of transportation (walkable, rural, suburban, etc.)



3 Distinct Testing “Zones”

3 Satellite Returns & Home Collection
North & South Petaluma

2 On-the-Go
East Petaluma

1 Walk & Mingle
West Petaluma

Petaluma has density across partner locations and local independents



Consortium Partners

17 Partner locations

Other Potential Partners

- ✓ Independent coffee shops
- ✓ Convenience and gas stations
- ✓ Retailers and shops

Other Community Areas (TBD)

- ✓ Malls and shopping centers
- ✓ Parks and community spaces

We will test in-market for 3 months in Summer 2024



Key Engagement Points for the City of Petaluma

- **Fall 2023:** Help with recruiting independent restaurants to participate and identification of key areas for bin placement
- **Fall 2023 and Spring 2024:** Communications to local businesses, associations, and citizens and support in citizen engagement programming

How might **Petaluma & Zero Waste Sonoma** engage in this pilot

- **Bin Placement:** Identifying and approving reusable cup collection bins across the city*
- **Local Business Outreach:** Support for local business outreach to participate as restaurant outlets or drop-off locations
- **Local Communications:** Support in communications to Petaluma residents; *i.e., Cool Petaluma*
- **Local Collection:** Support informal collection of cups *i.e., Downtown Streets Team – note: NextGen to fund any initiatives*
- **Pilot Liaison:** Identify and assign dedicated liaison(s) from waste management or other relevant office(s) to partner with our team during pilot prep and launch

**We are not seeking budget or operational support (e.g., city cleaning up bins)*

Join Us!

Because reuse doesn't happen alone.



nextgen@closedlooppartners.com

Appendix: Pilot Overview Recap

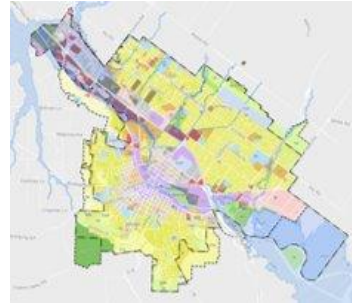
This test will be a first of its kind "reuse by default" test at scale

What?



- Multi-brand returnable cup test for **hot and cold cups** that optimizes for returns
- **Default reusable cups** across channels with widespread return (including from home)

Where?



- **Petaluma, California** (~50 miles north of San Francisco)
- Small, dense, and **interoperable** community
- **20-40 small to large restaurants** and cafes selling to-go drinks across channels
- **Primed market** for reusables, with favorable legislative policy

Who?



- **NextGen Brands**
- Independent restaurants and cafes
- Community organizations