



Meeting of the Board of Directors

February 20, 2019

REGULAR MEETING

Regular Session begins at 8:30 a.m.

Closed Session begins immediately following Regular Session

Estimated Ending Time 12:00 p.m.

City of Santa Rosa Council Chambers

100 Santa Rosa Avenue

Santa Rosa, CA

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

February 20, 2019

REGULAR MEETING

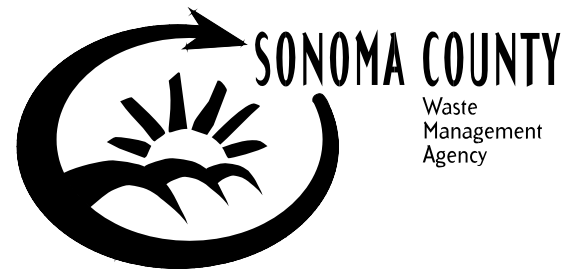
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Note: This packet is 30 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

**February 20, 2019
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**Regular Session begins at 8:30 a.m.
Closed Session begins immediately following Regular Session
Estimated Ending Time 12:00 a.m.**

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

Agenda

Item

1. Call to Order Regular Meeting
2. Agenda Approval
3. Public Comments (items not on the agenda)

Consent (w/attachments)

- 4.1 Minutes of the January 16, 2019 Regular Meeting
- 4.2 January, February and March 2019 Outreach Calendar
- 4.3 Proposed Agreement for C&D Certification Testing Services

Regular Calendar

4. None
5. **Closed Session:**

PUBLIC EMPLOYMENT

Title: Executive Director Interviews

6. Adjourn Closed Session/Report of Action from Closed Session
7. Next SCWMA meeting: March 20, 2019
8. Adjourn

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

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

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

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

Noticing: This notice is posted 72 hours prior to the meeting at The Board of Supervisors, 575 Administration Drive, Santa Rosa, and at the meeting site the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa. It is also available on the internet at www.recyclenow.org



Date: January 17, 2018

To: SCWMA Board Members

From: Susan Klassen, Interim SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of January 16, 2019

Election of Officers: The 2019 Slate of Officers was approved as follows:

Chair: Councilmember Madolyn Agrimonti, City of Sonoma

Vice Chair: Supervisor Susan Gorin, 1st District Supervisor, County of Sonoma

Chair Pro Tem: Councilmember Debora Fudge, Town of Windsor

Consent Calendar: All Consent Items were approved. Two items of note:

Item 5.4 An informational update on SB 212: Pharmaceutical and Sharps Waste Stewardship which is the first law in the nation to establish a comprehensive producer funded take back program for both home generated pharmaceuticals and sharps (mail-back program only). Full implementation date is June 2022. The passage of this bill preempts the local action that was being worked on. Currently disposal of these items cost the Agency approximately \$21,500 per year which will continue until the full implementation of the new program.

Item 5.5 An informational update on SB 1383: Short-lived Climate Pollutants (SLCP) which mandates statewide actions to reduce methane, black carbon, fluorinated gases, and other greenhouse gas emissions. The bill established two main targets:

- (1) By 2020, reduce the organic waste disposal in landfills by 50% from the 2014 level, and
- (2) By 2025, reduce the organic waste disposal in landfills by 75% from the 2014 level.

The bill suggests a multi-pronged approach to achieving these goals by increasing food rescue, composting operations, and biomethane production/anaerobic digestion. Furthermore, no less than 20% of edible food currently disposed must be recovered for human consumption by 2025. This bill is significant and contains specific penalties for non-compliance. It is currently, in the rule making process with CalRecycle. *It was reported by Ken Wells, the Chair of the Sonoma County Local Task Force (LTF) that jurisdictions that want to hear more about this bill and the proposed rulemaking should attend the next meeting of the LTF where a representative from CalRecycle is scheduled to be present to discuss this law and the proposed rules. The LTF meeting will be held on February 14, 2019 from 1:30-3:00 pm at the Offices of the Sonoma County Transportation and Public Works Department, 575 Administration Drive, Suite B100, Santa Rosa.*

Regular Calendar:

Item 6. FY 19-20 Annual Work Plan: The Board of Directors approved the 19-20 Annual Work Plan which is used as a guidance document for the preparation of the annual budget. The work plan continued in their current form the major programs of the Agency including hauling of organics to compost processors, collection of household hazardous waste, reuse, and recycling outreach and education, and reporting. Primary focus for projects 19-20 is on Zero Waste Initiatives, the New Website, expanding HHW facilities into the North County, Negotiation of the Organic Materials Processing Contract, and implementation of Mandatory Commercial Organics recycling requirements consistent with jurisdictional plans' submitted and approved by CalRecycle to comply with AB 1826 and SB 1383 in the future.



To: Sonoma County Waste Management Agency Board Members
From: Susan Klassen, Interim Executive Director
Subject: February 20, 2019 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.

4.1 **Minutes of the January 16, 2018 Regular Meeting:** regular acceptance.

4.2 **January, February and March 2019 Outreach Calendar:** This item provides an update on outreach events since the last meeting and upcoming outreach events. No action is required.

4.3 **Proposed Agreement for C&D Certification Testing Services** This Item requests that the Board approve the proposed agreement between the SCWMA and Tseng and Assoc., Inc. which will allow local Construction and Demolition Diversion Facility to have their level of Diversion certified by an independent entity for the benefit of their clients.

Regular Calendar – NONE



Minutes of the January 16, 2019 Meeting

The Sonoma County Waste Management Agency met on January 16, 2019, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

Board Members Present:

City of Cloverdale	Melanie Bagby	City of Santa Rosa	ABSENT
City of Cotati	Susan Harvey	City of Sebastopol	Henry Mikus
City of Healdsburg	Larry Zimmer	City of Sonoma	Madolyn Agrimonti
City of Petaluma	ABSENT	County of Sonoma	Susan Gorin
City of Rohnert Park	Don Schwartz	Town of Windsor	ABSENT

Staff Present:

Executive Director: Susan Klassen

Counsel: Ethan Walsh

Staff: Thora Collard, Courtney Scott, Xinci Tan, Brandon Benton

Agency Clerk: Thora Collard

1. Call to Order Regular Meeting

Regular meeting was called to order at 8:34 a.m.

2. Agenda Approval

3. Public Comments (items not on the agenda)

Allen Tose-Stage Gulch Organics update.

4. Election of Officers

Public Comments:

None

The motion to elect the following officers:

Chair: City of Sonoma

First: Susan Gorin, County of Sonoma

Second: Larry Zimmer, City of Healdsburg

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

The motion to elect the following officers:

Vice Chair: County of Sonoma

First: Don Schwartz, City of Rohnert Park

Second: Susan Harvey, City of Cotati

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

The motion to elect the following officers:

Chair Pro Tempore: Town of Windsor

First: Don Schwartz, City of Rohnert Park

Second: Susan Harvey, City of Cotati

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

5. Consent (w/attachments)

5.1 Minutes of the December 19, 2018 Regular Meeting

5.2 December 2018, January and February 2019 Outreach Calendar

5.3 Annual Review of SCWMA Rules of Governance

5.4 Informational Report on SB212 Solid Waste: Pharmaceutical and Sharps Waste Stewardship [Scott]

5.5 Informational Report SB1383 Short-lived Climate Pollutants [Tan]

Public Comments:

Ken Wells-Item 5.5 financial impacts.

Consent Item 5.4 was moved to Regular Calendar to answer Board member questions. The motion for approval of items on consent calendar, excluding item 5.4, was made by Susan Harvey, City of Cotati, and seconded by Henry Mikus, City of Sebastopol.

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

Regular Calendar

The motion for approval of tem 5.4 from consent calendar was made by Susan Gorin, County of Sonoma, and seconded by Don Schwartz, City of Rohnert Park.

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-

Motion passed.

6. Discussion and Possible Action on the FY 19-20 Draft Work Plan [Collard]
Recommended Action: Provide feedback and consider approval of the FY 19-20 Work Plan as a guide for the FY 19-20 Draft Budget

Public Comments:

Stu Clark-In favor with additional focus and financial support SB1383.

Motion: To approve work plan.

First: Melanie Bagby, City of Cloverdale

Second: Henry Mikus, City of Sebastopol

Vote Count:

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

AYES -7- NOES -0- ABSENT -3- ABSTAIN -0-
Motion passed.

7. **Boardmember Comments – NO ACTION**
Comments were received by chair from various board members.
8. **Executive Director Report – NO ACTION**
Executive Director gave verbal report.
9. **Staff Comments – NO ACTION**
None.
10. **Next SCWMA meeting:** February 20, 2019
11. **Adjourn at 9:35 a.m.**

Submitted by: Janel Perry



Agenda Item #: **4.2**
 Agenda Date: **2/20/2019**

ITEM: January, February, and March 2019 Outreach Calendar

January 2019 Outreach Events

January 4	11 AM – 7 PM	E-Waste Event – Santa Rosa – Luther Burbank Center
January 5-6	9 AM – 5 PM	E-Waste Event – Santa Rosa – Luther Burbank Center
January 5	2 PM – 5 PM	Dia de los Reyes Celebration Andy's Community Park – Santa Rosa
January 6	4 PM – 8 PM	Dia de los Reyes Celebration Roseland Elementary – Santa Rosa
January 8	4 PM – 8 PM	Community Toxic Collection – Sebastopol
January 11	9:10 AM – 10:15 AM	Graton Labor Center presentation – Graton
January 15	4 PM – 8 PM	Community Toxic Collection – Santa Rosa, E
January 19-20	9 AM – 5 PM	E-Waste Event – Oakmont – Community Center
January 22	4 PM – 8 PM	Community Toxic Collection – Cloverdale
January 21-Feb 1	9AM – 12PM	Pasitos Parens Program – Santa Rosa, Cloverdale, Windsor, Healdsburg, Petaluma, Forestville
January 29	4 PM – 8 PM	Community Toxic Collection – Sonoma

February 2019 Outreach Events

February 5	4 PM – 8 PM	Community Toxic Collection – Larkfield
February 9	10 AM – 4 PM	10th Annual Lake Sonoma Steelhead Festival – Geyserville
February 12	4 PM – 8 PM	Community Toxic Collection – Healdsburg
February 13	8:00 AM – 9:30 AM	Healdsburg Labor Center presentation – Healdsburg
February 13	9:45 AM – 10:30 AM	Fulton Labor Center presentation – Fulton
February 13	7:00 PM – 8:30 PM	Ortiz Plaza Center presentation – Windsor
February 15-18	10 AM – 8 PM	Cloverdale Citrus Fair - Cloverdale
February 16	10:30 AM – 1 PM	Spanish Composting Workshop Bayer Farm – Santa Rosa
February 19	4 PM – 8 PM	Community Toxic Collection – Rohnert Park
February 22	6 PM – 8 PM	Spanish Composting Workshop Nuestra Voz Sonoma – Sonoma
February 22	9:10 AM – 10:15 AM	Graton Labor Center presentation – Graton
February 22	11 AM – 7 PM	E-Waste Event – Cloverdale – Citrus Fairgrounds
February 23-24	9 AM – 5 PM	E-Waste Event – Cloverdale – Citrus Fairgrounds
February 26	4 PM – 8 PM	Community Toxic Collection – Oakmont

March 2019 Outreach Events

March 5	4 PM – 8 PM	Community Toxic Collection – Kenwood
March 7	8:30 AM – 11:30 AM	Sheppard Elementary Career Fair– Santa Rosa
March 8	11 AM – 7 PM	E-Waste Event – Graton – Fire Station
March 9-10	9 AM – 5 PM	E-Waste Event – Graton – Fire Station
February 13	8:00 AM – 9:30 AM	Healdsburg Labor Center presentation – Healdsburg
February 13	9:45 AM – 10:30 AM	Fulton Labor Center presentation – Fulton
March 12	4 PM – 8 PM	Community Toxic Collection – Monte Rio
March 19	4 PM – 8 PM	Community Toxic Collection – Santa Rosa, W
March 26	4 PM – 8 PM	Community Toxic Collection – Windsor



Agenda Item #: **4.3**
Cost Center: **78110**
Staff Contact: **Benton**
Agenda Date: **2/20/2019**
Approved By:

ITEM: Model Agreement for Construction and Demolition (C&D) Diversion Facility Certification Testing Services

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Executive Director to approve the attached Agreement for consulting services with Tseng & Associates, Inc.

II. BACKGROUND

The Sonoma County Waste Management Agency (SCWMA) entered into a partnership MOU with RecycleSmart (Central Contra Costa Solid Waste Authority) and the County of Solano in September 2018 to create a regional certification process for facilities that accept construction and demolition debris materials. The goal of the MOU was to establish a uniform C&D certification protocol that can be used within the participant's jurisdictional areas and throughout the SF Bay Area Region. All three entities are now in process of entering into the jointly developed Model Agreement for standardized certification with Tseng & Associates.

A "Management Committee" including all three partners has been established to monitor project developments and outcomes moving forward.

III. DISCUSSION

The SCWMA seeks to enter into this agreement with consultant, Tseng & Associates, which will allow the consultant to perform certifications of local C&D Facilities. The Consultant will be using the consistent certification protocol developed under the MOU for evaluating C&D diversion facilities.

The SCWMA will participate directly with the Management Committee to oversee the performance of the certifications performed by Tseng and Associates, Inc. The Management Committee will review performance of the certification program and contractor(s), coordinate and manage outreach and marketing activities to support the certification program, and review the most current list of certified facilities.

IV. FUNDING IMPACT

Cost to the SCWMA will be solely staff time to work with our regional partners and participate in the Management Committee. Committee shall meet on a quarterly or "as needed" basis.

Under the terms of the Proposed Agreement, the fees for certification will be paid directly by the individual C&D facilities undergoing certification to Tseng and Associates. The certification fee schedule is an exhibit included in the attached Agreement.

V. ATTACHMENTS

Proposed Agreement between the SCWMA Tseng & Associates for the certification testing program

AGREEMENT

PROVIDER SERVICES AGREEMENT WITH TSENG & ASSOCIATES FOR IMPLEMENTATION AND TESTING OF THE C&D FACILITY ASSESSMENT PROTOCOL

THIS AGREEMENT is entered into by and between the Sonoma County Waste Management Agency ("SCWMA") and Tseng & Associates ("Provider"), effective _____.

RECITALS

- A. WHEREAS, the California Integrated Waste Management Act of 1989, California Public Resources Code §4000 et seq. ("AB 939") requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and
- B. WHEREAS, the Central Contra Costa Solid Waste Authority (RecycleSmart), the Sonoma County Waste Management Agency (Zero Waste Sonoma), and Solano County (Partnering Agencies) recognize the need to verify and evaluate diversion quantities claimed by regional facilities accepting Construction and Demolition ("C&D") wastes to comply with State mandated waste diversion requirements, CalGreen statewide building codes, and local legislation; and
- C. WHEREAS, the SCWMA was a signatory to the Memorandum of Understanding (MOU) between the Central Contra Costa Solid Waste Authority (RecycleSmart), Sonoma County Waste Management Agency, and Solano County for development of the Construction and Demolition Debris Facility Certification, dated January 30, 2017; and
- D. WHEREAS, the SCWMA is a signatory to the Memorandum of Understanding (MOU) between the Central Contra Costa Solid Waste Authority (RecycleSmart), Sonoma County Waste Management Agency, and Solano County for Construction and Demolition Debris Facility Certification Services – Procedure Testing & Development, dated _____; and
- E. WHEREAS, the Provider desires to perform such professional services for the SCWMA and other Partnering Agencies;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the SCWMA and Provider agree as follows:

AGREEMENTS

1. Services. Subject to the terms and conditions set forth in this Agreement, the Provider shall:
 - a. Manage and conduct certification of facilities that offer construction & demolition recovery services, following the Demolition Debris Facility Certification Procedure, (also known as the “Municipal Recovery Certification” or “MRC”), developed by the Provider under direction from the Partnering Agencies (Attachment A).
 - b. Report to and take direction from SCWMA and other Partnering Agencies who form the “Managing Committee” for implementation and testing.
 - c. Assist SCWMA and other Partnering Agencies to facilitate recognition by USGBC for LEED v4.1, 3rd Party Certification (MRpc87).

2. Payment.
 - a. Payment for Professional Services. Payment for services rendered under this contract, including use of sub-contract evaluators, will be paid directly to the Provider by the facilities undergoing certification evaluation following the “Cost & Fee Schedule” developed and adopted during procedure development (Attachment B).
 - b. Reimbursement of Expenses. All costs and expenses will be covered by the “Cost & Fee Schedule” (Attachment B).
 - c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the SCWMA, Partnering Agencies, and the Provider.

3. Responsible Personnel. The professional services described in this agreement shall be performed in part and supervised by **Eugene Tseng**. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that the SCWMA, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately, upon receiving notice thereof from the SCWMA.

4. Facilities and Equipment. Provider shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement.

5. Independent Contractor. Both parties understand that Provider, its agents, employees and independent contractors are and shall at all times remain wholly independent contractors. Neither the SCWMA nor any of its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall have any control over the manner by which the Provider performs this Agreement and shall only dictate the results of the performance. Provider shall not represent that Provider or its agents, employees or independent contractors are agents or employees of the SCWMA. Except as the SCWMA may specify in writing, Provider shall have no authority, express or implied, to act on behalf of the SCWMA in any capacity whatsoever as an agent. Provider shall have no authority, express or implied, pursuant to this Agreement, to bind the SCWMA to any obligation whatsoever.

6. Termination. The SCWMA may terminate this Agreement at any time without cause immediately upon giving Provider written notice of such termination. Upon receipt of such notice and if requested to do so by the SCWMA, Provider shall stop work at the stage directed by and shall deliver all drawings, specifications and documentation developed as of said stage within two (2) weeks of notice.

7. Indemnification. To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the SCWMA and its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, arising out of or in any way connected with the performance of this Agreement by Provider or Provider's employees, officers, officials, agents or independent contractors.

8. Copyright. The SCWMA does not authorize the impermissible use of any patent or the reproduction of any copyrighted material by Provider that exceeds fair use in the performance of this Agreement. Provider is solely responsible for any such infringement.

Provider shall indemnify the SCWMA and its Board, each Member Agency and its City or Town Council or its Board, and their officers, employees and agents against and save it harmless from any and all losses, damage, costs, expenses, and attorneys' fees suffered or incurred as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent, copyright, or trade secret, and arising out of the use of the equipment or materials utilized to perform under this Agreement or specified by or procured by Provider, or out of the processes or actions employed by, or on behalf of, Provider in connection with the performance of this Agreement.

9. Insurance. Authorization for Provider to proceed will be granted as soon as the applicable insurance documents are received and accepted by the SCWMA. Provider shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

a. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1) Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

4) Errors and omissions liability insurance appropriate to Provider's profession.

b. Minimum Limits of Insurance.

Provider shall maintain policy limits of no less than:

1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

3) Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

4) Errors and Omissions Liability: \$1,000,000 per occurrence.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the SCWMA. At the option of the SCWMA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents; or Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions.

The policies shall contain, or be endorsed to contain, the following provisions:

1) General Liability and Automobile Liability Coverages.

(a) The SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of Provider; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.

(b) Provider's insurance coverage shall be primary insurance as respects the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents. Any insurance or self-insurance maintained by the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents shall be excess of Provider's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents.

(d) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the SCWMA, its Board, each Member Agency and its City or Town Council or its Board and their officers, employees and agents for losses arising from work performed by Provider for the SCWMA.

3) All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the SCWMA.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's Key Rating Guide rating of no less than A: VII

f. Verification of Coverage.

Provider shall furnish the SCWMA with certificates of insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the SCWMA before work commences. The SCWMA reserves the right to require complete certified copies of all required insurance policies, at any time.

10. Safety and Accidents. Provider shall comply with all laws and industrial safety standards. Provider shall perform the work in full compliance with applicable state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility during the course of completion of the assignment for safety of Provider's employees and subcontractor's employees. Nothing in this Article requires Provider to be responsible for safety of the SCWMA's property or the SCWMA's personnel or the property or personnel of any third parties over which Provider has no authority or control. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Provider shall immediately notify the SCWMA's Executive Director by telephone.

11. Ownership of Documents. Provider's work product including software, systems, networks, drawings and specifications, data, reports, estimates, opinions, recommendations, summaries, and any other such information and materials as may be accumulated by Provider in performing work under this Agreement, whether complete or in progress, shall be vested in the SCWMA and Partnering Agencies, and none shall be revealed, disseminated, or made available by Provider to others without prior consent of the SCWMA and Partnering Agencies. If this Agreement is canceled in accordance with Article 6 Provider shall deliver such documents within two weeks of cancellation. All documents of any type developed or obtained by Provider in the performance of this Agreement shall be deemed to be the property of the Partnering Agencies.

12. Authority and Notice. The SCWMA's Executive Director will have complete authority to transmit instructions, receive information, and interpret and define the SCWMA's policies and decisions pertinent to the work. In the event the SCWMA wishes to make a change in the CCCSWA's representative, the _____ will notify the Provider of the change in writing. Any notice to be given under this Agreement shall be given by enclosing the same in a sealed envelope, first-class postage prepaid and depositing the same in the United States mail, addressed to the party at the following address:

AGENCY PARTNER:

Susan Klassen, Interim Executive Director
Sonoma County Waste Management Agency
2300 County Circle Drive, Suite B100
Santa Rosa, CA 95403

707- 565-3687

PROVIDER:

Name, Title Eugene Tseng, Owner
Company E. Tseng and Associates, Inc.
Address 30023 Rainbow Crest Drive
City Agoura Hills, CA 91301

Telephone: (818) 889-8628

13. Assignment. This Agreement contemplates the personal services of Provider, its employees, and sub-contractors, and it is understood by both parties that a substantial inducement to SCWMA for entering into this Agreement was, and is, the professional reputation and competence of Provider. Neither Provider nor SCWMA shall assign or otherwise transfer this Agreement or the rights or obligations hereunder.

14. Qualifications. Provider represents that it and its employees and sub-contractors are fully qualified to perform the services under this Agreement. Provider represents and warrants to the SCWMA that Provider has, and at all times during the performance of this Agreement shall maintain all licenses, permits, qualifications and approvals of any nature which are required for Provider to practice Provider's profession.

15. Time of the Essence. Time is of the essence in the performance of the services under this Agreement and all time deadlines shall be strictly construed.

16. Standard of Performance. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged in the geographical area in which Provider practices his profession. All products that Provider delivers to SCWMA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Provider's profession. The SCWMA shall be the sole judge as to whether the product of the Provider is satisfactory.

The SCWMA's review of systems, drawings, designs, workshops, reports, opinions, recommendations and incidental consulting work or materials furnished hereunder will not in any way relieve Provider of

responsibility for the professional and/or technical adequacy of its work. Neither the SCWMA's review, acceptance of, nor payment for, any of the services will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. Examination of Records. Provider agrees that the SCWMA will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all the transactions relating to this Agreement at any time after the inception of the Agreement upon reasonable notice.

18. Prohibited Interests. No officer or employee of the SCWMA shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CCCSWA if this provision is violated.

19. Governing Law. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in Contra Costa County, California.

20. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.

Partnering Agency:

BY: Susan Klassen

TITLE: Interim Executive Director

DATE: _____

PROVIDER:

BY: Eugene Tseng,

TITLE: Owner

DATE: _____

Attachments:

A: Demolition Debris Facility Certification Procedure (Municipal Recovery Certification)

B: Cost & Fee Schedule

C & D FACILITY WIDE QUARTERLY DISPOSAL AND DIVERSION REPORTING FORM		
1	Name of Facility	
2	Operator / Business Owner Name:	
3	Street Address	
4	Name of City	
5	Zip Code	
6	Telephone	
7	Name of Contact Person for Certification / Facility Manager	
8	Office Telephone	
9	Cell Phone	
10	E-Mail	
11	Time Period (Quarter) Dates	

FACILITY-WIDE AGGREGATED CERTIFICATION DIVERSION RATE BY MATERIAL TYPE

12	A	B	C	D	E	F	G	H	J	K	L	M	N	P	Q	R	S
	Material Type/Disposition	TONS RECEIVED	DIVERSION FROM LANDFILL DISPOSAL														LANDFILL DISPOSAL
			Tons Recycled	Tons Source Reduced (Reused)	Tons Salvaged	Tons Composted	Tons Mulched	Tons Beneficial Use at Landfill	Tons Beneficial Use Elsewhere	Tons Alternative Daily Cover at Landfill (ADC)	Tons Alternative Intermediate Cover at Landfill (AIC)	Tons Waste To Energy (Incineration)	Tons Biomass Conversion	Tons Other Diversion	Tons Other Diversion	TOTAL DIVERSION TONS	TOTAL LANDFILL DISPOSAL TONS
13	Mixed C & D Waste															0.00	
14	Inerts															0.00	
15	Wood Waste															0.00	
16	Green Waste															0.00	
17	Paper															0.00	
18	Metal															0.00	
19	Plastic															0.00	
20	Glass															0.00	
21	Other _____															0.00	
22	Other _____															0.00	
23	Hard to Handle / Low Recyclability Loads															0.00	
24	FACILITY TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FACILITY WIDE DIVERSION RATE SUMMARY	OVERALL DIVERSION RATE FROM LANDFILL DISPOSAL	DIVERSION RATE WITHOUT ADC and AIC	DIVERSION RATE WITHOUT WASTE TO ENERGY INCINERATION	DIVERSION RATE WITHOUT BIOMASS CONVERSION	DIVERSION RATE WITHOUT BIOMASS CONVERSION and INCINERATION	DIVERSION RATE WITHOUT ADC, AIC, INCINERATION, and BIOMASS CONVERSION
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

FACILITY WIDE DIVERSION RATE SUMMARY (WITHOUT IMPACT OF HARD TO HANDLE LOW RECYCLABILITY LOADS)	OVERALL DIVERSION RATE FROM LANDFILL DISPOSAL	DIVERSION RATE WITHOUT ADC and AIC	DIVERSION RATE WITHOUT WASTE TO ENERGY INCINERATION	DIVERSION RATE WITHOUT BIOMASS CONVERSION	DIVERSION RATE WITHOUT BIOMASS CONVERSION and INCINERATION	DIVERSION RATE WITHOUT ADC, AIC, INCINERATION, and BIOMASS CONVERSION
	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!



MUNICIPAL RECOVERY CERTIFICATION

What is a Facility Certification?

The State of California has introduced a number of regulatory requirements with the goal of reducing waste. The State has made local government responsible for implementing and monitoring measures that will meet these requirements. One requirement is 65% diversion of construction & demolition (C&D) waste per construction project. Local government is required to enforce this requirement. One way to help contractors and property owners comply with 65% diversion is to require C&D waste disposal at local facilities that are able to process and recover C&D waste materials for reuse or recycling.

Solano County, Sonoma County Waste Management Agency, and RecycleSmart (Contra Costa County) are certifying facilities for their ability to recover C&D waste, ideally at 65% or more.

How does my facility benefit from this?

This will be a 3rd party certification of your facility operation and diversion rate which means it is objective and unbiased in its review, and will establish achievement of higher diversion as compared to other non-certified facilities. It also means that C&D waste from participating jurisdictions will be directed to facilities possessing 3rd party certification, which will include your facility. Finally, the certifying evaluators are familiar with local LEA and State facility permit requirements and can suggest ways to make sure that your facility remains in compliance with these requirements.

How does my facility become certified?

This certification procedure has been designed to be simple, minimally impactful to facility operations, and accurate. It uses four (4) steps to achieve certification. These steps are:

- ❶ Providing the requested facility information in the "Applicant Checklist",
- ❷ Complete the online certification application,
- ❸ Complete the Facility Line\Process Line Report,
- ❹ Complete a Facility Site Assessment.

Additional reference information is provided to assist facility staff, including Facility Size Classifications and CalRecycle reference information. With assistance from a 3rd party evaluator, you are asked to provide this requested information for analysis and completion of the certification.

What information will my competitors see? How will my information remain confidential?

Once you are certified, we will publish only general information about your facility, its operation, certified diversion rate, and materials accepted. This is information that your customers (contractors and others) will find helpful when looking for a disposal facility. You will have the opportunity to review and approve all information that will be publicly posted and shared. The detailed information that is shared with the evaluators to complete the certification is considered CONFIDENTIAL and protected from public dissemination.

Who are the current sponsoring Government Agencies for this certification procedure?

Solano County, Sonoma County Waste Management Agency, and RecycleSmart. Other public agencies are welcome to join as a sponsoring agency or adopt MRC results.

CERTIFICATION PROCEDURE AND MENU

- 1 APPLICANT CHECKLIST**
Description of requested information and format for submission
- 2 ONLINE APPLICATION**
Facility contact information and general facility information
- 3 FACILITY REPORT**
Facility-wide recovered tonnage by material type
- 4 PROCESSING LINE REPORT**
Processing line descriptions & recovered tonnage by line and material type
- 5 REFERENCE: FACILITY SIZE CLASSIFICATION**
Reference only
- 6 REFERENCE: CALRECYCLE TYPE OF FACILITY AND FACILITY SIZE TIERS**
Reference only
- 7 APPLICATION SUBMISSION**
Reference only

CHECKLIST FOR CERTIFICATION SITE VISIT

	Description of Requested Information	Format of Submittal for Review
1	List and copies of all current permits	PDF format
2	Summary of facility input tonnage data, by material type, for past 12 months	In MS Excel format
3	Summary of facility input tonnage for hard to handle materials, by material type, for the past 12 months (include criteria and examples of how loads are determined to be "hard to handle")	In MS Excel format
4	Summary of facility input tonnage data, by material type of MRF residuals received for secondary processing, by material type, for the past 12 months	In MS Excel format
5	Summary of facility out tonnage data, by material type, for past 12 months (including residual)	In MS Excel format
6	Market end destination by tonnage and material type, including end market destination/facility name, for past 12 months (including residual)	In MS Excel format
7	Facility Site Layout Plan	PDF format
8	Facility and Equipment Drawings (Plan view)	PDF format
9	For Facility Self-Generated Diversion Rates – Description and examples of how overall facility diversion rate is calculated, include example of data used for calculation	In MS Excel format
10	Example of calculations of how the recovery rate for each process line is calculated, include example of data used for calculation	In MS Excel format
11	Provide written description of waste characterization protocols utilized (including definitions of material type classifications). Provide copy of completed waste characterization study/studies and copies of associated data entry sheets	Submit waste characterization report in PDF. Examples of material recovery efficiency calculations in MS Excel format
12	Starting in 2019. Provide most recent two quarters of AB 901 reporting forms submitted to CalRecycle	PDF copies of AB 901 submissions
13	Describe unusual or unique circumstances at your facility that the certification evaluator should take into consideration (provide written explanation/pictures)	PDF format
14	Provide photos of facility (that you wish to be posted for the promotion of your facility)	JPEG format (high resolution when possible minimum of 300 dpi)

APPLICATION FOR FACILITY CERTIFICATION

Facility Name:

SWIS #:
(if applicable)

Operator/Owner Name:

Facility Address:

City:

Zip Code:

Phone:

Mailing Address:

if different from above

City:

Zip Code:

Contact/Facility Manager Name:

Office Phone:

Cell Phone:

E-Mail:

Type of Facility / Activity:

Regulatory Status:

Total Area (Square Feet):

Days of Week Open for Operations:

Operational Hours:

Maximum Daily Permitted Facility Throughput (Tons per Day):

Current Average Throughput (Tons per Day):

General Facility Description:

APPLICATION FOR FACILITY CERTIFICATION

Types of materials accepted at this facility (check all that apply):

Alternate Daily Cover (ADC)	Drums, Barrels & Buckets	Molded Fiberboard
Appliances & Equipment	Drywall - Clean/Unpainted	Paint
Asphalt	Dunnage	Paper Materials
Batteries	Drywall - Demo & painted	Plastics
Bottles & Cans (CRV)	Expanded Polystyrene (Styrofoam)	Porcelain
Bricks, Masonry & Stone Products	eWaste	Rock, Sand, Gravel & other inerts
Bulky Miscellaneous Items	Glass Plate or Tempered	Roofing Asphalt
Cardboard	Green Waste - Yard/Landscape	Textiles
Carpet & Padding/Foam	Hazardous Waste & Materials	Tires
Ceiling Tiles	High-Density Polyethylene (HDPE)	Trash Sorted for Recovery
Compostable Food Waste	Landfill (Trash)	Trash to Energy
Concrete	Low-Density Polyethylene (LDPE)	Wood - Clean
Deconstructed & Reuse Items	Metal	Wood - Treated/Painted
Dirt/Soil-Clean Fill	Mixed C & D	Wood Pallets
Dirt/Soil-Contaminated Non-Hazardous	Mixed Recyclables	
Dirt/Soil-Hazardous		

Additional materials not listed above:

PROCESSING LINES: Describe in simple terms your types of processing lines. If a single processing line is operated in multiple modes, please describe each different mode as a separate processing line, and please specify.
Description Example: 1) Mixed C&D Processing, 2) Wood Waste Processing Line, 3) Mixed Waste Processing Line, etc.

Description of Processing Line #1 (*required*):

Description of Processing Line #2:

Description of Processing Line #3:

Description of Processing Line #4:

Description of Processing Line #5:



TONS PER DAY: If your facility has only a single processing line, but operates in different modes, each operational mode is considered a separate processing line. The tonnage should be reported for each operational mode.

Current Average Throughput (Tons per Day) Processing Line #1 *(required)*:

Current Average Throughput (Tons per Day) Processing Line #2:

Current Average Throughput (Tons per Day) Processing Line #3:

Current Average Throughput (Tons per Day) Processing Line #4:

Current Average Throughput (Tons per Day) Processing Line #5

Type of Facility and Facility Size Tiers for C&D Certification Project

Regulatory Facility Description	Feedstock Limitation
SMALL SIZE	
CDI Recycling Center (less than 750 tons per day)	Receives materials that have been separated at the point of generation, and receives only Type A inert debris that is source separated or separated for reuse. (<1% putrescible)
Limited Volume Transfer Operations (less than 60 cy or 15 tons per day)	Mixed Municipal Solid Waste (MSW)
Small Volume C&D Wood Debris Chipping and Grinding Operations (less than 200 tons per day)	Receives less than 200 tons per operating day of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminants and <1% putrescible requirement)
Small Volume Construction and Demolition/Inert Debris Processing Operations (less than 25 tons per day)	Receives less than 25 tons of any combination of C&D debris and Type A inert debris per operating day for the purposes of storage, handling, transfer, or processing. (Must meet <1% putrescible)
Inert Debris (Type A) Processing Operations (less than 750 tons per day)	Receives less than 1500 tons per operating day of only Type A inert debris for storage, handling, transfer, or processing (Must meet <1% putrescible)
MEDIUM SIZE	
CDI Recycling Center (more than 750 tpd to less than 1500 tons per day)	Receives materials that have been separated at the point of generation, and receives only Type A inert debris that is source separated or separated for reuse. (<1% putrescible)
Medium Volume Transfer/Processing Facilities (more than or equal to 60 cy or 15 to 100 tons per day)	Mixed Municipal Solid Waste (MSW)
Medium Volume C&D Wood Debris Chipping and Grinding Facilities (200 to 500 tons per day)	Receives at least 200 tons per operating day and less than 500 tons per operating day of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminants and <1% putrescible requirement)
Medium Construction and Demolition/Inert Debris Processing Facilities (25 to 175 tons per day)	Receives at least 25 tons per operating day and less than 175 tons per operating day of any combination of C&D debris and Type A inert debris for the purposes of storage, handling, transfer, or processing. The amount of residual in the C&D debris and type A inert debris shall be less than 40% of the amount of such material by weight. (Must meet <1% putrescible requirement)
Inert Debris (Type A) Processing Operations (750 to 1,500 tons per day)	Receives less than 1500 tons per operating day of only Type A inert debris for storage, handling, transfer, or processing (Must meet <1% putrescible)
LARGE SIZE	
CDI Recycling Center (more than 1500 tons per day)	Receives materials that have been separated at the point of generation, and receive only Type A inert debris that is source separated or separated for reuse. (<1% putrescible)
Large Volume Transfer/Processing Facilities (more than or equal to 100 tons per day)	Mixed Municipal Solid Waste (MSW)
Large Volume C&D Wood Debris Chipping and Grinding Facilities	Receives 500 tons per operating day or more of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminant and <1% putrescible requirement)
Large Construction and Demolition/Inert Debris Processing Facilities (more than or equal to 175 tons per day)	Receives 175 tons or more of any combination of C&D debris and Type A inert debris per operating day for the purposes of storage, handling, transfer, or processing. (Must meet <1% putrescible requirement)
Inert Debris (Type A and/or Type B) Processing Facilities (more than or equal to 1,500 tons per day)	Receives 1500 tons or more per operating day of any combination of Type A and Type B inert debris, or any amount of Type B inert debris, for storage, handling, transfer, or processing. (Must meet <1% putrescible requirement)

POTENTIAL TYPES OF FACILITIES PROCESSING CONSTRUCTION AND DEMOLITION MATERIALS APPLYING FOR CERTIFICATION

Regulatory Facility Description	Permit Requirement	Feedstock Limitation	Diversion Requirement
Recycling Facilities (Not a Solid Waste Facility)			
Recycling Center	None	Receives materials that have been separated at the point of generation, and receive only materials that are source separated or separated for reuse. (<1% putrescible)	90%+ (Form CIWMB 607)
Transfer/Processing Facilities (Transfer Station / Materials Recovery Facilities)			
Emergency Transfer/Processing Operations (All)	EA Notification	Mixed MSW, Case by case determination	None
Limited Volume Transfer Operations (less than 60 cy or 15 tons per day)	EA Notification	MSW	None
Medium Volume Transfer/Processing Facilities (60 cy or 15 to 100 tons per day)	Registration Permit	MSW	None
Large Volume Transfer/Processing Facilities (more than or equal to 100 tons per day)	Full Permit	MSW	None
Regulatory Classification of Construction & Demolition / Inert Debris and Transfer/Processing Facilities			
CDI Recycling Center	None	Receives materials that have been separated at the point of generation, and receive only Type A inert debris that is source separated or separated for reuse. (<1% putrescible)	90%+ (Form CIWMB 607)
Emergency Construction and Demolition/Inert Processing Operations (All)	EA Notification	Mixed C & D, Case by case determination	None
Small Volume C&D Wood Debris Chipping and Grinding Operations (less than 200 tons per day)	EA Notification	Receives less than 200 tons per operating day of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminants and <1% putrescible requirement)	99%+
Small Volume Construction and Demolition/Inert Debris Processing Operations (less than 25 tons per day)	EA Notification	Receives less than 25 tons of any combination of C&D debris and Type A inert debris per operating day for the purposes of storage, handling, transfer, or processing. (Must meet <1% putrescible)	NA
Inert Debris (Type A) Processing Operations (less than 1,500 tons per day)	EA Notification	Receives less than 1500 tons per operating day of only Type A inert debris for storage, handling, transfer, or processing (Must meet <1% putrescible)	NA
Medium Volume C&D Wood Debris Chipping and Grinding Facilities (200 to 500 tons per day)	Registration Permit	Receives at least 200 tons per operating day and less than 500 tons per operating day of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminants and <1% putrescible requirement)	99%

Regulatory Facility Description	Permit Requirement	Feedstock Limitation	Diversion Requirement
Medium Construction and Demolition/Inert Debris Processing Facilities (25 to 175 tons per day)	Registration Permit	Receives at least 25 tons per operating day and less than 175 tons per operating day of any combination of C&D debris and Type A inert debris for the purposes of storage, handling, transfer, or processing. The amount of residual in the C&D debris and type A inert debris shall be less than 40% of the amount of such material by weight. (Must meet <1% putrescible requirement)	60%+
Large Volume C&D Wood Debris Chipping and Grinding Facilities	Full Permit	Receives 500 tons per operating day or more of C&D mulch feedstock for purposes of processing it into C&D mulch. (Must meet <1% contaminant and <1% putrescible requirement)	99%+
Large Construction and Demolition/Inert Debris Processing Facilities	Full Permit	Receives 175 tons or more of any combination of C&D debris and Type A inert debris per operating day for the purposes of storage, handling, transfer, or processing. (Must meet <1% putrescible requirement)	NA
Inert Debris (Type A and/or Type B) Processing Facilities (more than or equal to 1,500 tons per day)	Full Permit	Receives 1500 tons or more per operating day of any combination of Type A and Type B inert debris, or any amount of Type B inert debris, for storage, handling, transfer, or processing. (Must meet <1% putrescible requirement)	NA

Type A Inert debris includes but is not limited to concrete (including fiberglass or steel reinforcing bar embedded in the concrete), fully cured asphalt, glass, fiberglass, asphalt or fiberglass roofing shingles, brick, slag, ceramics, plaster, clay and clay products. Type A inert debris is waste that does not contain soluble pollutants at concentrations in excess of water quality objectives and has not been treated in order to reduce pollutants. CalRecycle, upon consultation with the State Water Resources Control Board, will determine on a case-by-case basis whether materials not listed in this subdivision qualify as Type A inert debris.

Type B inert debris is solid waste that is specifically determined to be inert by the applicable Regional Water Quality Control Board (RWQCB), such as treated industrial wastes and de-watered bentonite-based drilling mud, but excluding Type A inert debris.

APPLICATION PROCESS

Submit complete and signed application, by e-mail or mail, with all attachments to:

E. Tseng and Associates, Inc.

30023 Rainbow Crest Drive

Agoura Hills, CA 91301

Email: etseng@aol.com

Phone: (818) 889-8628

Once your application has been submitted, an Associate will follow-up to complete your **Facility Line Report/Diversion Report** and schedule your facility assessment. Upon review of all documentation and facility assessment, your facility will be notified of the Certification status.

FEE STRUCTURE

Assessment Level	Fee Amount	Comment
Site Assessment No Diversion Rate Small Facility	\$1,000	Facility accepting source separated materials (Less than 25 TPD)
Site Assessment Diversion Rate Small Facility	\$1,750	Mixed Waste Facility (Less than 25 TPD)
Site Assessment Diversion Rate Medium Facility	\$2,250	Mixed Waste Facility (25 TPD to 175 TPD)
Site Assessment Diversion Rate Large Facility	\$2,750	Mixed Waste Facility (More than 175 TPD)
On-site / In-Person Visit	\$500	Optional and added to site assessment fee if required

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature _____

Date _____

Print Name _____

Date _____

Attachment B - Cost/Fee Schedule

Activity	Cost (Local Agency)	Fees (Assessed Facilities)	Comment
Site Assessment (No Diversion Rate Determination)		\$1,000	Small Sized Facility accepting source separated materials
Site Assessment - Diversion Rate Determination		\$1,750	"Small Sized" Mixed Waste Facilities
Site Assessment - Diversion Rate Determination		\$2,250	"Medium Sized" Mixed Waste Facilities
Site Assessment - Diversion Rate Determination		\$2,750	"Large" Mixed Waste Facilities
On-site / In-Person Visit		\$500	Optional & added to site assessment fee if required
Other Actions & Services			
"Extensive" Photo-documentation		\$100	Per facility (Optional)
Semi Annual, Standardized "certification" review procedure	\$2,500	IF REQUESTED, E. Tseng and Associates can conduct the recertification reviews. Recertification review costs by document via electronic review only: Small sized facility \$250, Small sized Mixed Waste Facilities \$450, Medium Sized Mixed Waste Facility, Medium Sized Mixed Waste Facility \$550, and Large Mixed Waste Facility \$750. If on-site verification/certification is needed add \$500 per facility.	Develop semi-annual standardized "certification" review procedure & provide training class for participating local agency staff