

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

May 15, 2013
9:00 a.m.

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

Estimated Ending Time 11:30 a.m.

***** UNANIMOUS VOTE ON ITEM #8 *****

AGENDA

<u>Item</u>	<u>Action</u>
1. Call to Order Regular Meeting	
2. Agenda Approval	
3. Public Comments (items not on the agenda)	
<u>Consent</u> (w/attachments)	Discussion/Action
4.1 Minutes of April 17, 2013 (Pg. 3)	
4.2 FY 12-13 Third Quarter Financial Report (Pg. 8)	
<u>Regular Calendar</u>	
5. Report on C&D Ordinance & Regional Programs (Pg. 22) [Mikus] (Attachments)	Discussion/Action Contingency
6. Update on the "Zero-Discharge" Project (Pg. 47) [Mikus] (Attachments)	Discussion/Action Organics
7. HHW Site License Agreement (Pg. 91) [Mikus] (Attachments)	Discussion/Action HHW
8. HHW Agreement Extension (Pg. 109) [Steinman] (Attachments)	Discussion/Action Unanimous Vote
9. Upcoming Summer Meeting Dates and Agendas (Pg. 153) [Mikus]	Discussion/Action All

10. Change to Standard Meeting Date Request (Pg. 155) Discussion/Action
[Mikus] (Attachments) **All**
11. Attachments/Correspondence:
 - 11.1 Director's Agenda Notes (Pg. 160)
 - 11.2 Reports by Staff and Others:
 - 11.2.a May and June 2013 Outreach Events (Pg. 162)
 - 11.2.b Update Report on MCR-2 Project (Pg. 163)
 - 11.2.c Letters Regarding State Legislation (Pg. 165)
 - 11.2.d Cinco de Mayo Outreach Event Report (Pg. 171)
12. On file w/Clerk: for copy call 565-3579
Resolutions approved in April 2013
2013-006 FY 2013/14 Final Budget
13. Boardmember Comments
14. Staff Comments
15. Next SCWMA meeting: June 19, 2013, July 17, 2013, or August 21, 2013
16. Adjourn

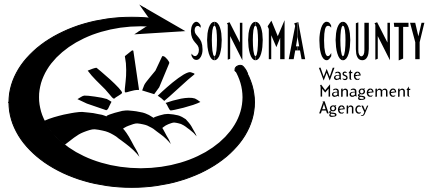
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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, 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



Minutes of April 17, 2013 Meeting

The Sonoma County Waste Management Agency met on April 17, 2013, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

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

Bob Cox
Susan Harvey, Chair
Mario Landeros
Dan St. John
John McArthur
Dell Tredinnick
Sue Kelly
Steve Barbose
Susan Klassen
Debora Fudge

Staff Present:

Counsel
Staff

Janet Coleson
Patrick Carter
Karina Chilcott
Henry Mikus
Lisa Steinman
Charlotte Fisher

Recorder

1. Call to Order

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

2. Agenda Approval

There were no changes to the agenda. Item 5 will be presented upon arrival of the representative from City of Santa Rosa.

3. Public Comments (items not on the agenda)

Pam Davis, Sonoma Compost Company (SCC), reported that Home and Garden Challenge details the 2013 sustainable actions to be accomplished by May 13-19, 2013, and Sonoma Compost Company will be donating a cubic yard of compost to each of the project participants. She extended an invitation to Boardmembers and made available posters. Also, during Earth Day week, SCC will be donating 25% of the day's receipts to Bare Farm.

Consent (w/attachments)

4.1 Minutes of March 20, 2013

Susan Klassen, County of Sonoma, moved to approve the Consent Calendar. Sue Kelly, City of Sebastopol, seconded the motion. The motion passed with John McArthur, City of Rohnert Park, abstaining. The City of Santa Rosa was absent.

Regular Calendar

5. FY 13-14 Final Budget

This item was delayed by the chairman due to lack of a full complement of directors necessary for the unanimous vote.

6. Carryout Bag Ordinance Final EIR

Janet Coleson, Agency Counsel, described the process being approached at this meeting along with all of the draft ordinances and sample indemnification requested by one jurisdiction included in the agenda packet.

Patrick Carter, Agency staff, presented that the Final Environmental Impact Report (EIR) has been developed, comments have been received, responses have been reviewed, and any specific changes have been included in the updated Final EIR. During the education process to the jurisdictions, staff determined some jurisdictions wanted an additional presentation by Agency staff before the final consideration of the ordinance. The option for additional meetings with staff and jurisdictions' committees or councils was extended.

An administrative penalties ordinance would need to be adopted in parallel with the ordinance. This administrative penalties ordinance would specify civil penalties which could be levied against persons operating in violation of Agency ordinances.

An indemnification agreement between the Agency and each member jurisdiction was also offered. This agreement would indemnify the member for any legal action that may be taken against that member for participating in the Agency's carryout bag ordinance. Though Agency Counsel believes this protection already exists in the JPA agreement, this additional agreement would make that protection explicit, should an individual jurisdiction desire it.

The next anticipated step is the additional visits to jurisdictions that request them, followed by certification of the Final EIR, and readings of the ordinance. The anticipated effective date of the carryout bag ordinance and administrative penalties ordinance is January 1, 2014.

Rincon Consultants, approved consultant for the EIR, has completed the project on time and within budget. The Final EIR serves as the final deliverable from the consultant.

Board Questions

Steve Barbose, City of Sonoma, asked if the jurisdictions' representatives would be responsible for taking the EIR back to the appropriate city councils. Henry Mikus, Executive Director, responded that staff is available if the jurisdictions wish. It was not expected that staff would visit every jurisdiction.

Dan St. John, City of Petaluma, requested clarification of the administrative penalties ordinance. Ms. Coleson responded this means of enforcement could be described as "writing tickets" with monetary penalties for multiple infractions. These penalties do not require court action and the enforcement efforts would stay within the Agency.

Susan Klassen, County of Sonoma, asked if the indemnification ordinance would be signed by the representative on behalf of their jurisdiction. Ms. Coleson replied that each representative should work with their individual counsels for advice on the proper signatory.

Susan Harvey, City of Cotati, inquired about the proposed dates of the certification process. Ms. Coleson replied the dates would be adjusted as necessary.

Public Comment

There were no comments.

Board Discussion

Consensus to go forward was reached. Mr. Mikus repeated the invitation for staff visits to individual jurisdictions for educational purposes concerning the ordinances.

7. New Compost Site Final EIR

Ms. Coleson described the process of the Final EIR for the proposed composting sites, historical, current and necessary future activities. The Final EIR was presented to the Board.

Staff proposes creating a matrix of considerations which would discuss the pros and cons of the two viable sites – the Central Disposal Site and Site 40, which will be brought forth at the June 2013 meeting. The Board could certify the Final EIR and select a new composting site at a subsequent meeting.

Mr. Carter summarized the activities of consultant, ESA, and commented on the request for additional funding. Staff recommended that no additional funding be approved because additional funds were allocated during the EIR process as the project evolved and requests were fulfilled.

Board Questions

Susan Harvey, City of Cotati, asked if the ESA agreement was a fixed cost or a time and materials agreement. Mr. Carter replied the agreement is a fixed cost document with a not-to-exceed clause.

Public Comment

Roger Larsen, resident of Happy Acres, expressed his concerns should the Central site be used for the continuing and expanded composting operations. He stated he was particularly concerned with the redirection of the EIR process based on a letter instead of a more comprehensive analysis. Mr. Larsen expressed a number of concerns he had regarding the continued operation of a composting facility at the Central Disposal Site.

Dell Tredinnick, City of Santa Rosa, arrived at 9:34 a.m.

Bill Hendrich, resident of Happy Acres, stated his concerns about the competition of the Central site between the composting operation and the landfill operation. He inquired about the new composting technologies referred to in the EIR document and he would like to see proof or descriptions of the technologies.

Dan Sicular, ESA project manager, offered to answer questions and clarify the request for additional payment due to additional work done by ESA on the Final EIR.

Board Discussion

Mr. Mikus told the Board that staff is planning to do an analysis of any additional costs associated with each site and he estimates that this exercise will take approximately two months to complete.

Susan Harvey, City of Cotati, asked if there would be any additional ESA costs. Mr. Mikus replied this issue was addressed in the staff report and staff feels ESA has been adequately compensated.

Dan St. John, City of Petaluma, asked if there was need for more analysis beyond the scope of the current EIR. Ms. Coleson replied that this EIR investigated several sites with site specificity, which would be adequate. She added that other information beyond the scope of the EIR would be obtained for the purposes of informing the Board before a decision was made.

Mr. St. John then asked how this new independent information would be incorporated into the process. Mr. Mikus replied that different scenarios would be included such as the site at Central would be offered by the County of Sonoma, but the cost of development could be higher than if Site 40 was selected. Site 40 could be either purchased or leased, which could affect the price of the property and site improvements could be less but would be offset by the higher cost of material transport. Ms. Coleson added that a legal analysis will probably be needed as well.

Mr. St. John commented the ESA agreement was a staff issue.

Steve Barbose, City of Sonoma, moved that a full analysis, both practical and financial, of the composting sites be done and presented to the Board. Dan St. John, City of Petaluma, seconded the motion. The motion was passed with a unanimous vote.

5. FY 13-14 Final Budget

Mr. Carter presented the FY 13-14 Final Budget for Board approval. He pointed out there were no changes from the FY 13-14 Draft Budget presented at the last regular board meeting.

Board Questions

Dan St. John, City of Petaluma, asked for a definition of "OT Within Enterprise". Mr. Carter answered explaining these were operating transfer from one cost center to another.

Public Comment

None.

Susan Klassen, County of Sonoma, moved to approve the FY 13-14 Final Budget as presented. Bob Cox, City of Cloverdale, seconded the motion. The motion passed with a unanimous vote.

8. Attachments/Correspondence:

- 8.1 Director's Agenda Notes
- 8.2 Reports by Staff and Others:
 - 8.2.a April and May 2013 Outreach Events
 - 8.2.b EPR Update Report

Mr. Mikus called attention to the letters of support sent to support legislation that is within the mission of the Agency. Copies were included in the agenda packet.

9. Boardmember Comments

None.

10. Staff Comments

Mr. Mikus has received a request from Shirlee Zane, County of Sonoma representative, to move the date of the regularly scheduled board meeting from the third Wednesday to the second or fourth Wednesday of the month.

For the Construction and Demolition analysis, staff will need contact information from each jurisdiction in order to update the information.

Mr. Carter announced that the City of Santa Rosa will need the Council Chambers in June. The Agency meeting will be moved to another location, which will be announced later.

Ms. Chilcott announced that the Recycle Guides for 2013 are available for distribution.

11. Next SCWMA meeting: May 15, 2013

12. Adjourn

The meeting was adjourned at 10:03 a.m.

Submitted by
Charlotte Fisher



Agenda Item #: 4.2
Cost Center: All
Staff Contact: Carter
Meeting Date: 5/15/2013

ITEM: FY 12-13 Third Quarter Financial Report

I. BACKGROUND

In accordance with the requirement in the joint powers agreement the Sonoma County Waste Management Agency (SCWMA) staff make quarterly reports to the Board of Directors of Agency operations and of all receipts to and disbursements from the SCWMA; this report covers the First through Third Quarters of FY 12-13 (July 2012 through March 2013).

II. DISCUSSION

The Third Quarter Financial Report uses information from the County accounting system, Financial Account and Management Information System (FAMIS), for revenues and expenditures. The FY 12-13 Third Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections.

Revenues:

- State-Other is projected to be below budgeted revenues due to projects not expected to be completed before the end of the fiscal year.
- Tipping Fee Revenue is estimated to be lower than budgeted. The lower-than-expected tipping fees affect the Yard Debris and HHW cost centers the greatest. This will not create adverse cash flow issues this fiscal year, as funds from the HHW Reserve Fund will be transferred to shore up the HHW cost center, and the FY 13-14 Budget increases the percentage of the tipping fee surcharge directed to the HHW cost center from 78.5% to 84%, which should fix the structural deficit in that cost center. The reduced expenses related to the Sonoma Compost Company agreement will mitigate the revenue reduction in the Yard Debris cost center.
- There was no budget for Prior Year Revenue, but we received \$57,536, the majority of which was a result of the revenue sharing with Sonoma Compost Company.
- Current year revenue sharing (Other Sales) are expected to exceed budget amounts by approximately \$40,000.
- Miscellaneous Revenue is expected to exceed budget by approximately \$17,860 due to more PG&E grant funding carried over from the prior fiscal year.
- Regarding transfers to and from the Reserve cost centers, staff is monitoring fund balances, revenues, and expenditures to determine whether transfers will be necessary, and if so, how much should be transferred. At this time, staff believes that some of the budgeted transfers from the HHW Facility Reserve to the Contingency reserve will not be necessary. As such the revenue side of the OT-Within Enterprise is lower than budgeted.

Expenditures:

- Miscellaneous Expense is projected to be \$15,067 over budget due to additional funding carried over from the prior fiscal year. More carried-over funding allowed the Agency to fund more projects than budgeted, resulting in expenditures greater than budget.
- Professional Services projected to be below budget due to projects not expected to be completed before the end of the fiscal year.
- Contract Services are projected to be under budget due to more favorable pricing with Sonoma Compost Company, and from the better-than-expected costs from the agreement with Rincon Consultants to perform the carryout bag ordinance EIR.

- Administrative costs are well below budgeted amounts due to two staff vacancies – Waste Management Specialist and Senior Office Assistant.
- Engineering Services expenditures are projected to be lower than budget due to less utilization of PRMD staff for EIR assistance than budgeted.
- Enforcement Agency Fees are projected to be less than budget as it is not expected that the SCWMA will apply for a new solid waste facility permit for the new compost site before the end of the fiscal year.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 12-13 Third Quarter Financial Report on the Consent Calendar.

IV. ATTACHMENTS

Third Quarter Financial Report FY 12-13 Revenue and Expenditure Comparison Summary

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

Third Quarter 12-13 Revenue and Expenditure Summary and Projection

Indices

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

Prepared by: Patrick Carter

E. D.: _____

Henry Mikus, Executive Director

A. Summary of Projections

	FY 12-13 Adopted Budget	Adjustment	FY 12-13 Adjusted Budget	FY 12-13 Projection	Over/(Under) Budget
Total Revenues	6,515,324	716,698	7,232,022	6,914,658	(317,364)
Total Expenditures	6,737,040	694,493	7,431,533	6,613,803	(817,730)
Net Cost	221,716	(22,205)	199,511	(300,855)	(500,366)

B. Summary of Revenues

	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/(Under) Budget
Interest on Pooled Cash	32,707	32,707	65,414	42,907	22,507
State-Other	8,704	234,350	243,054	372,457	(129,403)
Tipping Fee Revenue	3,141,241	1,653,709	4,794,950	4,965,015	(170,065)
Prior Year Revenue	57,536	0	57,536	0	57,536
Other Sales	86,599	77,654	164,253	120,000	44,253
Miscellaneous Revenue	44,860	0	44,860	27,000	17,860
Donations/Reimbursements	230,153	174,000	404,153	409,354	(5,201)
OT-Within Enterprise	8,000	1,132,438	1,140,438	1,295,289	(154,851)
Total Revenues	3,609,800	3,304,858	6,914,658	7,232,022	(317,364)

C. Summary of Expenditures

	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/(Under) Budget
Liability Insurance	9,227	0	9,227	8,999	228
Memberships	4,000	0	4,000	4,000	0
Miscellaneous Expenses	42,067	0	42,067	27,000	15,067
Office Expense	17,448	9,243	26,691	23,000	3,691
Professional Services	76,045	167,009	243,054	332,256	(89,202)
County Services	13,866	0	13,866	17,500	(3,634)
Contract Services	2,484,029	1,845,899	4,329,928	4,627,345	(297,417)
Administration Costs	438,574	209,000	647,574	853,076	(205,502)
Engineering Services	2,210	5,000	7,210	26,000	(18,790)
Legal Services	40,256	23,270	63,526	73,000	(9,474)
Accounting Services	9,073	261	9,334	8,738	596
Audit Services	20,000	0	20,000	21,000	(1,000)
Advertising	6,579	5,421	12,000	12,000	0
Rents/Lease - Equipment	1,662	872	2,534	2,340	194
Rents/Leases	6,203	25,000	31,203	28,400	2,803
Enforcement Agency	21,737	13,570	35,614	50,000	(14,386)
Professional Development	0	1,450	1,450	1,450	0

C. Summary of Expenditures (cont.)

	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/(Under) Budget
Textbook/Tuition	0	2,300	2,300	2,300	0
County Car Expense	2,270	730	3,000	3,000	0
Travel Expense	0	2,000	2,000	2,000	0
Unclaimable County	4	0	4	0	4
Data Processing	6,799	3,408	10,207	10,116	91
Total Supplies and Services	3,202,049	2,314,433	5,516,482	6,133,520	(617,038)
OT-Within Enterprise	8,000	1,086,597	1,094,597	1,295,289	(200,692)
OT-Between Enterprise (ISD)	2,724	0	2,724	2,724	0
Total Other Charges	10,724	1,086,597	1,097,321	1,298,013	(200,692)
Total Expenditures	3,212,773	3,401,030	6,613,803	7,431,533	(817,730)

D. Summary of Net Costs

	Actual July 12-Mar 13	Net Cost Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/(Under) Budget
Net Cost	(397,027)	96,172	(300,855)	199,511	(500,366)

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Wood Waste Detail

799114

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	849	849	1,698	179	1,519
2901	Tipping Fee Revenue	373,172	(173,300)	199,872	191,955	7,917
3980	Prior Year Sales	13,350	0	13,350	0	13,350
4020	Other Sales	28,335	10,000	38,335	40,000	(1,665)
4102	Donations/reimbursements	0	5,000	5,000	5,000	0
Total Revenues		415,706	(157,451)	258,255	237,134	21,121

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
6103	Liability Insurance	861	0	861	840	21
6521	County Services	1,447	0	1,447	1,700	(253)
6540	Contract Services	97,964	66,000	163,964	195,364	(31,400)
6573	Administration Costs	18,478	2,000	20,478	4,611	15,867
6629	Accounting Services	871	261	1,132	839	293
6630	Audit Services	500	0	500	500	0
7400	Data Processing	1,133	568	1,701	1,686	15
Total Services and Supplies		121,254	68,829	190,083	205,540	(15,457)
8624	OT-Within Enterprise		200,000	200,000	200,000	0
8648	OT-Between Enterprise	454	0	454	454	0
Total Other Charges		454	200,000	200,454	200,454	0
Total Expenditures		121,708	268,829	390,537	405,994	(15,457)
Net Cost		(293,998)	426,280	132,282	168,860	(36,578)

Revenues

Tipping Fee Revenue contained a data entry error in which revenues for the Yard Debris cost center were deposited into the Wood Waste cost center. The error was corrected on April 12, 2013.

Expenditures

Contract Services is projected to be lower than the budget estimates due to new pricing in the agreement with Sonoma Compost Company.

Administration Costs is projected to be over budget. The administrative charges were charged to the County incorrectly. The County has corrected the error by spreading those costs over all of the active cost centers.

Overview

At this time, all other items are expected to meet budget.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Yard Waste Detail

799213

Revenues		Actual	Revenue	Total	Adjusted	Over/
Sub-object	Description	July 12-Mar 13	Estimated	Estimated	Budget	(Under)
			Apr-June 13	FY 12-13	FY 12-13	Budget
1700	Interest on Pooled Cash	4,083	4,083	8,166	2,653	5,513
2901	Tipping Fee Revenue	1,834,655	1,368,116	3,202,771	3,315,310	(112,539)
3980	Prior Year Sales	39,235	0	39,235	0	39,235
4020	Other Sales	58,264	67,654	125,918	80,000	45,918
4102	Donations/Reimbursement	0	5,000	5,000	5,000	0
Total Revenues		1,936,237	1,444,853	3,381,090	3,402,963	(21,873)

Expenditures		Actual	Expenditure	Total	Adjusted	Over/
Sub-object	Description	July 12-Mar 13	Estimated	Estimated	Budget	(Under)
			Apr-June 13	FY 12-13	FY 12-13	Budget
6103	Liability Insurance	2,200	0	2,200	2,145	55
6400	Office Expense	3,628	0	3,628	0	3,628
6521	County Services	2,769	0	2,769	3,300	(531)
6540	Contract Services	1,639,633	1,160,000	2,799,633	3,026,546	(226,913)
6573	Administration Costs	103,140	30,000	133,140	111,853	21,287
6610	Legal Services	2,867	2,000	4,867	1,000	3,867
6629	Accounting Services	4,186	0	4,186	4,031	155
6630	Audit Services	4,000	0	4,000	5,000	(1,000)
6820	Rents/Leases - Equipment	1,662	872	2,534	2,340	194
7062	Enforcement Agency Fee	21,430	13,570	35,000	35,000	0
7110	Professional Development	0	1,450	1,450	1,450	0
7301	County Car	2,270	730	3,000	3,000	0
7309	Unclaimable County	4	0	4	0	4
7400	Data Processing	2,267	1,136	3,403	3,372	31
Total Services and Supplies		1,790,056	1,209,758	2,999,814	3,199,037	(199,223)
8624	OT-Within Enterprise		425,000	425,000	425,000	0
8648	OT-Between Enterprise (ISD)	908	0	908	908	0
Total Other Charges		908	425,000	425,908	425,908	0
Total Expenditures		1,790,964	1,634,758	3,425,722	3,624,945	(199,223)
Net Cost		(145,273)	189,905	44,632	221,982	(177,350)

Revenues

By March 31, 2013, the Agency had received payment for July 2012 - January 2013 for the Agency tip fees for yard debris. Tip fees are estimated to be below estimates, as tonnage appears to be slightly lower than the past fiscal year.

Expenditures

Contract Services is projected significantly below budget estimates due to beneficial pricing achieved through the new agreement with Sonoma Compost Company.

Administration Costs is projected to exceed budget estimates, please see explanation in the Wood Waste cost center.

Overview

Revenues continue to exceed expenditure projections in the Yard Debris cost center.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Household Hazardous Waste Detail

799312

Revenues		Actual	Revenue	Total	Adjusted	Over/
Sub-object	Description	July 12-Mar 13	Estimated	Estimated	Budget	(Under)
			Apr-June 13	FY 12-13	FY 12-13	Budget
1700	Interest on Pooled Cash	466	466	932	65	867
2500	State-Other	0	154,350	154,350	194,551	(40,201)
2901	Tipping Fee Revenue	732,730	350,000	1,082,730	1,144,334	(61,604)
4102	Donations/Reimbursement	204,745	148,000	352,745	355,744	(2,999)
4624	OT-Within Enterprise	0	315,756	315,756	315,756	0
Total Revenues		937,941	968,572	1,906,513	2,010,450	(103,937)

Expenditures		Actual	Expenditure	Total	Adjusted	Over/
Sub-object	Description	July 12-Mar 13	Estimated	Estimated	Budget	(Under)
			Apr-June 13	FY 12-13	FY 12-13	Budget
6103	Liability Insurance	4,013	0	4,013	3,914	99
6280	Memberships	4,000	0	4,000	4,000	0
6400	Office Expense	1,063	0	1,063	1,000	63
6500	Professional Services	70,252	84,098	154,350	154,350	0
6521	County Services	4,091	0	4,091	5,000	(909)
6540	Contract Services	680,540	559,015	1,239,555	1,240,800	(1,245)
6573	Administration Costs	124,353	60,000	184,353	210,352	(25,999)
6610	Legal Services	1,307	2,000	3,307	2,000	1,307
6629	Accounting Services	2,008	0	2,008	1,934	74
6630	Audit Services	7,500	0	7,500	7,500	0
6785	Advertising	6,579	5,421	12,000	12,000	0
6840	Rents/Leases - Buildings	0	23,000	23,000	23,000	0
7130	Enforcement Agency Fee	307	0	307	0	307
7130	Textbook/Tuition Reimburse	0	600	600	600	0
7400	Data Processing	1,133	568	1,701	1,686	15
Total Services and Supplies		907,146	734,702	1,641,848	1,668,136	(26,288)
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	454	454	0

Total Expenditures		907,600	734,702	1,642,302	1,668,590	(26,288)
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Net Cost		(30,341)	(233,870)	(264,211)	(341,860)	77,649
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Revenues

State-Other is expected to be under budget due to a clerical error which overstated grant funds available at the time of budget adjustment.

Tipping Fee Revenue is expected to be under budget due declining tonnages.

Expenditures

Administration Costs is projected to be under budget due to staff vacancies.

Overview

The HHW cost center is projected to have a structural deficit of approximately \$60,000 (excluding the transfer from reserves) due to declining tonnages and increased costs expected from contract services.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Education Detail

799411

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	695	695	1,390	83	1,307
2500	State-Other	8,704	80,000	88,704	177,906	(89,202)
2901	Tipping Fee Revenue	188,234	100,000	288,234	291,550	(3,316)
3980	Prior Year Revenue	4,951	0	4,951	0	4,951
4040	Miscellaneous Revenue	44,860	0	44,860	27,000	17,860
4102	Donations/Reimbursement	23,645	15,000	38,645	40,567	(1,922)
4624	OT-Within Enterprise		45,841	45,841	45,841	0
Total Revenues		271,089	241,536	512,625	582,947	(70,322)

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
6103	Liability Insurance	1,292	0	1,292	1,260	32
6300	Miscellaneous Expense	42,067	0	42,067	27,000	15,067
6400	Office Expense	10,364	4,636	15,000	15,000	0
6500	Professional Services	5,793	82,911	88,704	177,906	(89,202)
6521	County Services	3,566	0	3,566	5,000	(1,434)
6540	Contract Services	4,335	25,000	29,335	32,114	(2,779)
6573	Administration Costs	84,720	60,000	144,720	248,185	(103,465)
6610	Legal Services	15,730	4,270	20,000	20,000	0
6629	Accounting Services	1,659	0	1,659	1,598	61
6630	Audit Services	3,000	0	3,000	3,000	0
6840	Rents/Leases - Buildings/Improve	6,203	2,000	8,203	5,400	2,803
7130	Textbook/Tuition Reimburse	0	1,100	1,100	1,100	0
7400	Data Processing	1,133	568	1,701	1,686	15
Total Services and Supplies		179,862	180,485	360,347	539,249	(178,902)
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	454	454	0
Total Expenditures		180,316	180,485	360,801	539,703	(178,902)
Net Cost		(90,773)	(61,051)	(151,824)	(43,244)	(108,580)

Revenues

State-Other is projected to be under budget because fewer projects are expected to be completed before the end of the fiscal year. The corresponding expenditures for this program are 6500 Professional Services.

Miscellaneous Revenue is projected to be greater than budget due to funding carried over from the prior fiscal year. The revenue from this project have corresponding expenditures in the 6300 Miscellaneous Expense sub-object.

Expenditures

Administration Costs are projected to be well below budget estimates due to staff vacancies.

Overview

The education cost center is expected to have a surplus of approximately \$152,000 due mainly to cost savings as a result of position vacancies.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Diversion Detail

799510

Expenditures

Sub- object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
8624	OT-Within Enterprise	727	0	727	728	(1)
	Total Other Charges	727	0	727	728	(1)
	Total Expenditures	727	0	727	728	(1)
	Net Cost	(727)	0	(727)	(728)	1

Overview

The only financial activity anticipated for this cost center in FY 12-13 is the transfer of the remaining funds into the Contingency Reserve.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Planning Detail

799619

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	90	90	180	157	23
2901	Tipping Fee Revenue	12,450	8,893	21,343	21,866	(523)
4102	Donations/Reimbursement	1,763	1,000	2,763	3,043	(280)
Total Revenues		14,303	9,983	24,286	25,066	(780)

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
6103	Liability Insurance	861	0	861	840	21
6521	County Services	1,238	0	1,238	1,500	(262)
6573	Administration Costs	18,506	2,000	20,506	16,609	3,897
6629	Accounting Services	349	0	349	336	13
6630	Audit Services	1,000	0	1,000	1,000	0
7130	Textbook/Tuition	0	600	600	600	0
7400	Data Processing	1,133	568	1,701	1,686	15
Total Services and Supplies		23,087	3,168	26,255	22,571	3,684
8624	OT-Within Enterprise		0	0	25,691	(25,691)
8648	OT-Between Enterprise (ISD)	454	0	454	454	0
Total Other Charges		454	0	454	26,145	(25,691)
Total Expenditures		23,541	3,168	26,709	48,716	(22,007)
Net Cost		9,238	(6,815)	2,423	23,650	(21,227)

Overview

At this time, revenues and expenditures are near projections.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Organics Reserve Detail

799221

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	19,244	19,244	38,488	28,595	9,893
4624	OT-Within Enterprise	0	625,000	625,000	625,000	0
Total Revenues		19,244	644,244	663,488	653,595	9,893

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
6400	Office Expense	992	4,008	5,000	5,000	0
6540	Contract Services	19,663	15,884	35,547	17,000	18,547
6573	Administration Costs	51,289	35,000	86,289	119,242	(32,953)
6590	Engineering Services	2,210	5,000	7,210	26,000	(18,790)
6610	Legal Services	6,162	5,000	11,162	10,000	1,162
6630	Audit Services	2,500	0	2,500	2,500	0
7062	Enforcement Agency Fees	0	0	0	15,000	(15,000)
7302	Travel Expense	0	2,000	2,000	2,000	0
Total Services and Supplies		82,816	66,892	149,708	196,742	(47,034)
Total Expenditures		82,816	66,892	149,708	196,742	(47,034)
Net Cost		63,572	(577,352)	(513,780)	(456,853)	(56,927)

Expenditures

Contract Services is projected to be \$18,547 over budget in order to pay the 10% retention, per the agreement with ESA.

Administration Costs is projected to be \$32,953 due to staff vacancies.

Engineering Services is projected to be under budget due to less need to involve PRMD in the compost relocation project than expected.

The Enforcement Agency Fees sub-object is not projected to be used for the compost relocation project this fiscal year.

Overview

These reserve funds are restricted for use only for the organics program per the joint powers agreement. The reserve fund is estimated to grow by \$513,780 this year.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
HHW Closure Detail

799320

Revenues

Sub- object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	248	248	496	361	135
4624	OT-Within Enterprise	7,273	0	7,273	7,273	0
TOTAL REVENUES		7,521	248	7,769	7,634	135
TOTAL EXPENDITURES		0	0	0	0	0
NET COST		(7,521)	(248)	(7,769)	(7,634)	(135)

**Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
HHW Facility Reserve Detail**

799338

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	6,246	6,246	12,492	9,695	2,797
Total Revenues		6,246	6,246	12,492	9,695	2,797

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
8624	OT-Within Enterprise	7,273	415,756	423,029	598,029	(175,000)
Total Other Charges		7,273	415,756	423,029	598,029	(175,000)
Total Expenditures		7,273	415,756	423,029	598,029	(175,000)
Net Cost		1,027	409,510	410,537	588,334	(177,797)

Overview

The reserve goal for this fund was modified at the June 2011 Board meeting to be held at \$600,000 or 33% of the budgeted annual HHW program operational expenses, whichever is greater. The fund balance for this cost center at the end of the third quarter is \$1,610,785.

Sonoma County Waste Management Agency
Third Quarter 12-13 Revenue and Expenditure Summary and Projection
Contingency Reserve Detail

799718

Revenues

Sub-object	Description	Actual July 12-Mar 13	Revenue Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
1700	Interest on Pooled Cash	786	786	1,572	1,118	454
4624	OT-Within Enterprise	727	145,841	146,568	301,419	(154,851)
Total Revenues		1,513	146,627	148,140	302,537	(154,397)

Expenditures

Sub-object	Description	Actual July 12-Mar 13	Expenditure Estimated Apr-June 13	Total Estimated FY 12-13	Adjusted Budget FY 12-13	Over/ (Under) Budget
6400	Office Expense	1,401	599	2,000	2,000	0
6521	County Services	755	0	755	1,000	(245)
6540	Contract Services	41,894	20,000	61,894	115,521	(53,627)
6573	Administration Costs	38,088	20,000	58,088	142,224	(84,136)
6610	Legal Services	14,190	10,000	24,190	40,000	(15,810)
6630	Audit Services	1,500	0	1,500	1,500	0
Total Services and Supplies		97,828	50,599	148,427	302,245	(153,818)
8624	OT-Within Enterprise		45,841	45,841	45,841	0
Total Other Charges		0	45,841	45,841	45,841	0
Total Expenditures		97,828	96,440	194,268	348,086	(153,818)
Net Cost		96,315	(50,187)	46,128	45,549	579

Revenues

OT-Within Enterprise is projected to be lower than budget. Staff does not believe the full transfer amount will be necessary to keep the contingency reserve at reserve balance goals. Staff will continue to monitor these cost centers and transfer at Year End.

Expenditures

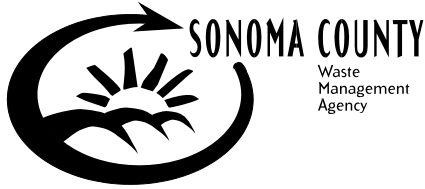
Contract Services is projected to be below budget due to the agreement with Rincon Consultants being lower than budgeted.

The Administrative Costs sub-object is projected to be below budget due to lower than anticipated staff participation in the carryout bag project.

Legal Services is projected to be below budget due to lower than anticipated need for Legal assistance related to the Carryout Bag project.

Overview

The Contingency Reserve is used to fund Board initiated and approved projects, such as the reduction in the of single use carryout bags.



Agenda Item #: 5
Cost Center: Contingency
Staff Contact: Mikus
Agenda Date: 5/15/2013

ITEM: Report on C&D Ordinance & Regional Programs

I. BACKGROUND

Construction and demolition debris(C&D) comprises a significant portion of our waste stream. It is made up chiefly of lumber, metals, drywall, asphalt paving and roofing materials, and masonry-related materials such as brick, block, concrete, stone, or cement. These are all materials for which effective means exist for reuse or recycling. The Waste Characterization Study conducted for SCWMA in 2007 identified 27.4% of the waste stream as C&D.

As part of the recent SCWMA budget discussions by the Board, which included approval to conduct a new Waste Characterization Study during the coming fiscal year, staff was directed to provide a report on efforts within our County for diverting C&D.

The California Green Building Standards Code, known as "CALGreen", contains provisions that encourage C&D diversion from construction and renovation projects. CALGreen sets forth building methods that reduce negative impacts, or increase positive impacts, and encourage sustainable building practices, in the areas of environmental quality, planning and design, energy efficiency, water efficiency and conservation, and material conservation and resource efficiency. The latter CALGreen focus category has standards which require reuse or recycling of construction materials to achieve minimum 50% diversion. Beyond basic standards CALGreen includes as options two tiers, 1 and 2, that provide higher-level standards. The initial CALGreen program was adopted in 2008 and made effective for 2009. The CALGreen Code was revised for 2010 with a next update due this year.

In 2009, SCWMA engaged a consultant to prepare a draft C&D ordinance for use by our member jurisdictions. However, the ordinance has not been adopted, either singly by our members, or as a group.

Beginning in 2011, the County with cooperation from its waste hauler, the Ratto Group of Companies, SCWMA, and Sonoma Compost Company, has operated a pilot program to sort out and recycle C&D materials from the incoming waste stream at two of the five transfer stations, Healdsburg and Sonoma. It is estimated that 22.5% of the incoming material is sorted out as wood waste and delivered to Sonoma Compost Company.

Recent work by the County Solid Waste Advisory Group's (SWAG) Research Committee, and provisions contained in the County's landfill Master Operations Agreement (MOA) which is proceeding through the approval and implementation process, have addressed the need to increase the overall diversion rate achieved collectively by all jurisdictions. The MOA sets a target diversion rate of 80%.

The current state-wide standard for waste diversion is 50% of the waste stream; this is not only a state-wide level, it also applies to all counties and cities individually. As the Regional Agency SCWMA collects data and reports on solid waste generation and disposal on behalf of our members as a collective whole. Various recent studies and calculations, done to varying degrees of thoroughness and detail, have suggested the current County-wide diversion rate is in the range of a percentage rate from the high 60s to the low 70s. California's AB 341, passed last year, has raised the state wide diversion level for all solid waste materials to 75%. However, this 75% target does not

yet apply to individual counties and cities. In any case, C&D diversion programs have been a significant part of achieving the 50% target and will be key to raising the diversion level to 75%.

II. DISCUSSION

Over recent years our member jurisdictions have adopted numerous methods to address C&D diversion. Typical mechanisms for enhancing C&D diversion are inclusion of requirements in waste hauling franchise agreements, adoption of the CALGreen standards, and regulations contained in the building permit and inspection process. Some jurisdictions employ combinations of these methods; none have a direct C&D diversion ordinance in place.

Staff recently surveyed available information and spoke with employees of our member jurisdictions to compile a listing of how C&D diversion efforts currently take place throughout Sonoma County, including our cities. As might be expected for a group of cities whose populations span from 6,000 to 150,000, and where the unincorporated areas range from urban to agricultural to isolated and remote, the range and depth of programs is equally diverse. However, it is clear for most of the differing circumstances the methods for C&D diversion in place have developed unique facets that suit their situation. For example, one locale may employ several non-exclusive franchise agreements where the franchise haulers pay fees that go directly to roads network to offset the repair costs from utilization of heavy C&D hauling trucks. In other cases, via the building permit program, C&D materials that are processed from a C&D sorting facility generate a ticket or similar report certifying the diversion amount from a project that must be presented for a building permit to be closed out. Thus the system provides a feedback mechanism that minimizes the need for an involved enforcement effort with a commensurate cost savings.

The attached chart shows the methods employed throughout Sonoma County. All jurisdictions have a C&D diversion program method, but not all specify minimum diversion levels. For those that do have diversion level requirements, the range is from 50% to 75%. All have a tie in to their franchise arrangements. Not all jurisdictions have a direct tie-in to the CALGreen Code.

Although each jurisdictions' system provides local advantages unique to each, this "patchwork quilt" framework makes it very difficult to craft, then implement a County-wide C&D diversion ordinance. Because the methods, benefits, and standards are so varied and unique a one-plan-fits all approach is challenging, even impractical. A way to enhance diversion programs and improve consistency needs to be developed. Perhaps getting all jurisdictions to formally acknowledge and enforce the CALGreen program and to settle on uniform diversion goals, would be a positive start.

Other than self-reporting via franchise agreement provisions, or the data accumulated where documentation of C&D processing via building permit requirements for diversion is required, no significant or consistent method exists to capture the overall effectiveness of our C&D diversion programs. It is possible that comparison of the upcoming Waste Characterization Study with the one done in 2006 will provide indication of program success.

An approach undertaken in other counties is to set minimum diversion standards for diversion of C&D materials, review the records of C&D processing facilities, and certifying facilities which meet the minimum standards. For the jurisdictions which include C&D diversion in the permitting process, simply having a receipt from a certified facility would be sufficient to ensure diversion requirements were set. Having the C&D facilities certified by a third party, such as the Agency, would ensure that any facility in Sonoma County would be held to consistent standards and that member jurisdictions could have confidence their C&D diversion requirements were being achieved.

Conclusions:

Staff believes C&D diversion improvements can be accomplished by voluntary efforts by member jurisdictions to all formally acknowledge and enforce CALGreen, and set a consistent diversion standard.

The current climate is not conducive to implementing a general C&D ordinance. In-place systems are diverse yet of benefit to each jurisdiction. An ordinance will only become practical once the in-place systems are modified over time to better match each other. However, one countywide consideration would be whether the Agency creates a C&D facility certification process.

Additional factors are the upcoming changes to C&D handling via the MOA and planned MRF, the probable changes to CALGreen standards, and state requirements for minimum diversion levels.

III. FUNDING IMPACTS

Staff believes all tasks described above could be incorporated into budgeted staff's workload. Staff time may need to be reallocated to the Planning Cost Center if the Board directs staff to implement some or all of the items discussed. This would occur through the Budgetary Adjustment or Appropriation Transfer process.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Direct staff to provide information to our members regarding relatively straightforward changes to existing C&D programs to increase uniformity. Particular targets would be C&D target diversion rates, and recognition of the CALGreen Code.

Direct staff to prepare a proposal for a program to certify C&D processing facilities to uniform standards.

V. ATTACHMENTS

County wide C&D diversion program matrix

Franchise hauler data sheet

Draft 2009 C&D Ordinance

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

Sonoma County Waste Management Agency
Construction & Demolition Debris Waste Diversion
Current Program Status by Jurisdiction

5/7/2013
HJM

<u>Locality</u>	C&D Diversion Program	% Diversion Required	Active C&D Ordinance	Required by Franchise Agreement	Tie-in to CalGreen	C&D Ordinance Planned
Cloverdale	yes	none	no	yes	no	no
Cotati	yes	65%	part	yes	yes	no
Healdsburg	yes	none	no	yes	no	no
Petaluma	yes	50%	part	yes	yes	no
Rohnert Park	yes	65%	no	yes	yes Tier 1	no
Santa Rosa	yes	50%	no	yes	yes	no
Sonoma County	yes	65%	part	yes	yes Tier 1	no
Sebastopol	yes	65%	no	yes	yes	no
Windsor	yes	65%	no	yes	yes	no
Sonoma	yes	none	no	yes	no	no

Under "Active C&D Ordinance", "part" indicates ordinance directs C&D efforts to franchise agreements or building permit process.

Temporary debris box/roll-off container providers for construction & demolition (C&D) debris

Construction and demolition debris is used or discarded materials resulting from construction, remodeling, repair or demolition. Some areas require that you use the franchise collector and others allow multiple companies to provide debris box service for construction and demolition debris.

For collection of garbage and for permanent debris boxes other than for construction and demolition debris, you are required to use the franchised garbage company for your area.

Name of service provider under franchise agreement	Where is the authority	Temporary debris box service for C&D	Who is allowed to provide service for temporary debris boxes for C&D	Contacts
CLOVERDALE				
Redwood Empire Disposal 800-243-0291	In franchise agreement	Exclusive collection by franchised garbage company.	<ul style="list-style-type: none"> Redwood Empire Disposal 	?? 894-2521
COTATI				
Redwood Empire Disposal 800-243-0291	In franchise agreement	Exclusive collection by franchised garbage company.	<ul style="list-style-type: none"> Redwood Empire Disposal 	?? 665-3638
HEALDSBURG				
Redwood Empire Disposal 800-243-0291	In franchise agreement	Exclusive collection by franchised garbage company. Non-exclusive collection of commercial recycling provided the collection is provided at no charge.	<ul style="list-style-type: none"> Redwood Empire Disposal 	Mike Kirn 431-3346
PETALUMA				
Petaluma Refuse & Recycling 766-6026 Various non-exclusive franchise haulers	Petaluma Municipal Code, Chapter 8.16; and franchise agreement Section 8.16.115 of the City of Petaluma Municipal Code allows debris box hauling for commercial recyclables and construction and demolition debris	Non-exclusive collection for temporary debris boxes, excluding putrescible waste	<ul style="list-style-type: none"> Industrial Carting Nunes Hauling and Debris Box Service Pacific Sanitation 	Jeanne Castro 778-4585 Dan St. John 778-4593

	by companies which hold non-exclusive franchise agreements issued by the city			
ROHNERT PARK				
Rohnert Park Disposal 586-2283	In franchise agreement	Non-exclusive collection for temporary debris boxes.	<ul style="list-style-type: none"> Industrial Carting Rohnert Park Disposal 	Samantha Thompson 588-3303
SANTA ROSA				
Santa Rosa Recycling and Collection 586-1478	In city code Ordinance 3646 Section 9-12.160 of the City of Santa Rosa Municipal Code has an Exclusive Right of Contractor provision for debris box hauling by specific companies that makes it unlawful for any person, other than the Contractor, to collect and/or transport for a fee, Solid Waste, Yard Trimmings, and/or Recyclable Materials within the City.	Non-exclusive collection for temporary debris boxes.	<ul style="list-style-type: none"> Daniel O. Davis Gardener Trucking Home Site Services Industrial Carting Nunes Hauling & Debris Box Service Pacific Sanitation Santa Rosa Recycling & Collection Varner Trucking and Debris Box Service 	Jennifer Phillips 543-3010 Elizabeth Licursi 543-3012
SEBASTOPOL				
Redwood Empire Disposal 800-243-0291	In franchise agreement	Exclusive collection by franchised garbage company.	Redwood Empire Disposal 800-243-0291	??
SONOMA				
Sonoma Garbage Collector 996-7555	In franchise agreement	Exclusive collection by franchised garbage company.	Sonoma Garbage Collectors, Inc.	Carol Giovanatto
WINDSOR				
Windsor Refuse and Recycling 586-5545	In franchise agreement	Non-exclusive collection for temporary debris box service.	Cart and permanent debris box service: Windsor Refuse and Recycling Temporary debris box	David Kelley dkelley@townofwindsor.com

			<ul style="list-style-type: none"> • Industrial Carting • Pacific Sanitation • Windsor Refuse & Recycling 	
UNINCORPORATED AREA				
Redwood Empire Disposal 800-243-0291 Sonoma Garbage Collectors 996-7555	In county code Chapter 22,Section 22-21 of the County Code which allows collection and transport of source separated material for a beneficial use need not have a license as required by this chapter.	Non-exclusive collection for temporary debris box service.	<ul style="list-style-type: none"> • Redwood Empire Disposal • Sonoma Garbage Collectors 	Donna Caldwell

D-R-A-F-T

ORDINANCE NO. _____

AN ORDINANCE OF THE (Jurisdiction of XXXX, CALIFORNIA, AMENDING THE (Jurisdiction MUNICIPAL CODE BY ADDING A NEW CHAPTER X, CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT TO ARTICLE X OF THE JURISDICTION MUNICIPAL CODE

WHEREAS, The California Integrated Waste Management Act of 1989, commonly referred to as Assembly Bill 939 (AB 939), requires each local jurisdiction in the state to meet a 50% diversion rate. To meet the 50 percent goal, jurisdictions must dispose of not more than their 50 percent per capita disposal target, which is the reported disposal divided by jurisdiction population;

WHEREAS, Each Jurisdiction in California could face fines up to \$10,000 a day for not meeting the above goal;

WHEREAS, In 2004, approximately 22% of the materials landfilled statewide was from Construction and Demolition (C&D) activities and these materials would have significant potential for waste reduction and recycling;

WHEREAS, The reduction, reuse and recycling of C&D Debris is essential to further the Jurisdiction's efforts to reduce waste and comply with AB 939 goals;

WHEREAS, reduction, reuse and recycling of C&D Debris reduces the amount of C&D Debris transported for disposal in landfills and transformation facilities, increases site and worker safety, and is cost effective;

WHEREAS, The Jurisdiction finds that, except in unusual circumstances, it is feasible to divert 100% of all Portland cement concrete and asphalt concrete and an average of at least fifty (50) percent of all remaining C&D debris from construction, demolition, and renovation projects.

WHEREAS, diverting C&D debris from landfilling can reduce greenhouse gas emissions and reduce energy consumption.

WHEREAS, To ensure compliance with this Chapter and to ensure that those contractors that comply with this Chapter are not placed at a competitive disadvantage, it is necessary to impose a Diversion Security Deposit requirement.

NOW, THEREFORE, THE COUNCIL/Board of Supervisors OF THE JURISDICTION OF XXX HEREBY ORDAINS THAT:

SECTION 1. The City Council/Board of Supervisors hereby finds, determines and declares as follows:

Article X of the XX Code is amended by adding a new Chapter X “CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT,” to read in its entirety as follows:

“CHAPTER X

CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT

PART 1

DEFINITIONS

Sections:

- X00 DEFINITIONS
- X01 APPLICANT
- X02 BUILDING DEPARTMENT
- X03 BUILDING OFFICIAL
- X04 CONSTRUCTION
- X05 CONSTRUCTION AND DEMOLITION Debris or C&D Debris
- X06 CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT OR DIVERSION SECURITY DEPOSIT
- X07 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN
- X08 COVERED PROJECT
- X09 CONVERSION RATE
- X10 DECONSTRUCTION
- X11 DEMOLITION
- X12 DISPOSAL
- X13 DIVERT OR DIVERSION
- X14 DIVERSION REQUIREMENT
- X15 FEASIBLE
- X16 INERT DEBRIS
- X17 NON-COVERED PROJECT
- X18 PROJECT
- X19 PUBLIC WORKS DIRECTOR
- X20 RECYCLING
- X21 RENOVATION
- X22 REUSE
- X23 SALVAGE

X00. DEFINITIONS For the purposes of this chapter the following words and phrases shall have the meanings respectively ascribed to them by this Chapter, unless clearly inapplicable. Words and phrases not ascribed a meaning by this Chapter shall have the meaning ascribed by Article X, Chapter X, Part X of this Code, if defined therein, and if not,

by Division 30, Part 1, Chapter 2 of the Public Resources Code, §§ 40000, *et seq.*, and the regulations of the California Department of Resources Recycling and Recovery, if defined therein, and if not, to the definitions found in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901, *et seq.* and the regulations implementing RCRA, as they may be amended from time to time.

X01 APPLICANT means any person, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply to the **Building Department** for an applicable permit to undertake any Construction, Demolition, Renovation Project within the **Jurisdiction**. An Applicant must comply with this Chapter.

X02 BUILDING DEPARTMENT shall have the meaning ascribed by **§ XX** of this Code.

X03 BUILDING OFFICIAL shall have the meaning ascribed by **§ XXX** of this Code.

X04 CONSTRUCTION means the building of any facility or structure or any portion thereof including any tenant improvements to a previously unoccupied existing facility or structure. "Construction" does not include a project limited to interior plumbing work, electrical work or mechanical work.

X05 CONSTRUCTION AND DEMOLITION MATERIALS include the waste building materials, packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings and other structures, as defined in Title 14, CFR, Chapter 3, Article 4, Section 17225.15. This term includes, but is not limited to, asphalt, concrete, Portland cement, concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel.

X06 CONSTRUCTION AND DEMOLITION DIVERSION SECURITY DEPOSIT or DIVERSION SECURITY DEPOSIT means any performance bond, surety bond, money order, letter of credit, cash, certified check or certificate of deposit in a form acceptable to the **Jurisdiction**, submitted to the **Jurisdiction** pursuant to Part 4 of this Chapter.

X07 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN or C&DMMP, means a completed C&DMMP form, approved by the **Jurisdiction** for the purpose of compliance with this Chapter, submitted by the Applicant for any Covered Project.

X08 COVERED PROJECT means a project for which a building, demolition, parking area construction or other similar permit is required by this Code. See Part 2, below.

X09 CONVERSION RATE means the rate set forth in the standardized Conversion Rate Table approved by the **Jurisdiction** pursuant to this Chapter for use in estimating the volume or weight of materials identified in a Construction and Demolition Materials Management Plan.

X10 DECONSTRUCTION means the selective dismantling or removal of useable materials from structures, in a manner which maximizes the recovery of building

materials for reuse and recycling and minimizes the amount of waste transported for disposal in landfills and transformation facilities.

X11 DEMOLITION means the destruction, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

X12 DISPOSAL means the final disposition of construction and demolition or inert material, to a Class III landfill.

X13 DIVERT or DIVERSION means activities that reduce or eliminate the amount of C&D Debris from disposal in a landfill or transformation facility. See Public Resources Code § 40124.

X14 DIVERSION REQUIREMENT means the following:

- a) a minimum of 75 % of the total inert debris generated from any new construction or demolition project, and;
- b) a minimum of at least fifty percent (50%) of the non-inert portion of the Construction and Demolition Debris generated by a Demolition or Renovation Project, diverted by activities including, in order of priority: deconstruction, salvage, reuse, recycling and other waste minimization techniques; and
- c) a minimum of 50% of the non-inert portion of the Construction and Demolition Debris generated by a New Construction Project, diverted by activities including, in order of priority, incorporation of green building design elements, environmentally preferable purchasing practices, on-site reuse and source separation, recycling, and other waste minimization measures.

All Covered projects must meet the diversion requirement unless the Applicant has been granted an exemption pursuant to Part 7 of this Chapter. If the Applicant has been granted an exemption, the Diversion Requirement shall be the maximum feasible diversion rate established by the Director for the Project.

X15 FEASIBLE shall have the meaning ascribed by Public Resources Code § 21061.1, as it, from time to time, may be amended.

X16 INERT DEBRIS shall have the meaning as defined in Title 14 of the California Code of Regulations (CCR) Chapter 9, Article 3, Section 18720: Inert solids or inert waste. "Inert solids" or "inert waste" means a non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board pursuant to Division 7 (commencing with section 13000) of the California Water Code and does not contain significant quantities of decomposable solid waste.

X17 NON-COVERED PROJECT shall have the meaning set forth in Part 2 of this Chapter.

X18 PROJECT means any activity for which a permit for a building, demolition, construction or other permit is required. See also “Covered Project,” above.

X19 PUBLIC WORKS DIRECTOR or Director means the staff person holding that title or otherwise authorized and responsible for implementing this Chapter.

X20 RECYCLING shall have the meaning ascribed by Public Resources Code § 40180, as it, from time to time, may be amended.

X21 RENOVATION means any change, addition, alteration, tenant improvement, or modification in an existing structure that requires a building permit or demolition permit but does not include a project limited to interior plumbing work, electrical work or mechanical work.

X22 REUSE means the use, in the same or similar form as it was produced, of a material which might otherwise be discarded or disposed.

X23 SALVAGE means the controlled removal of Construction or Demolition Materials from a permitted Construction, Renovation, or Demolition Project for the purpose of recycling, reuse, or storage for later recycling or reuse.

PART 2

COVERED PROJECTS

Sections:

- X23 COVERED PROJECTS
- X24 NON-COVERED PROJECTS
- X25 **JURISDICTION**-SPONSORED PROJECTS
- X26 COMPLIANCE AS A CONDITION OF APPROVAL

X23 COVERED PROJECTS. Each applicant for a Covered Project shall submit a Construction and Demolition Materials Management Plan ("C&DMMP") and meet the diversion requirements of this Section unless the Applicant is granted an exemption pursuant to this Chapter, in which case the diversion requirement shall be the maximum diversion rate Feasible as established in writing by the Director of Public Works in his or her sole discretion. A Covered Project shall mean any of the following [REDACTED]:

1. All new residential construction projects of **one unit or more**;
2. All new non-residential development projects of at least one structure with a project area of **25,000** square feet or greater;
3. All renovation projects involving **5,000 square feet or greater** of project area.
4. All demolition projects.

X24 NON-COVERED PROJECTS. Applicants for non-covered projects are encouraged to divert construction and demolition debris to an extent and in a manner consistent with the diversion requirements of this Chapter. Non-Covered Projects are required to comply with **Jurisdiction** requirements as applicable, for the use of franchised, permitted or other contracted haulers.

X25 **JURISDICTION**-SPONSORED PROJECTS. All **Jurisdiction**-sponsored Construction, Demolition, and Renovation Projects, except as provided below, and regardless of cost or size, shall be considered "COVERED PROJECTS" for the purposes of this Chapter and shall be subject to all applicable provisions of this Chapter.

Prior to the start of any **Jurisdiction**-sponsored Construction or Demolition activities, the Public Works Director shall prepare a Construction and Demolition Materials Management Plan. The CDMMP will include, as Feasible, specifications for the deconstruction, salvage and reuse of Construction and Demolition Materials generated by **Jurisdiction** Covered Projects. As part of the CDMMP, the **Jurisdiction** may choose to make available potentially salvageable materials to interested parties.

The **Jurisdiction** is not required to submit a Diversion Security Deposit for **Jurisdiction**-sponsored Covered Projects. **Jurisdiction**-Sponsored Projects limited to interior plumbing work, electrical work or mechanical work are not Covered Projects. **Jurisdiction**-sponsored Demolition or Construction required to protect public health or safety in an

Comment [A2]: These requirements will vary, and depend on the types and sizes of projects in the individual jurisdictions. Factors to consider: annual number of projects, staff availability, local diversion goals and requirements.

emergency, as defined in Public Resources Code § 21060.3, as it, from time to time, may be amended, is not a Covered Project.

X26 COMPLIANCE AS A CONDITION OF APPROVAL. Compliance with the provisions of this Chapter shall be a condition of approval on any building or demolition permit issued for a Covered Project.

PART 3

CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN

Sections:

- X30 CONTENT OF CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN
- X31 DECONSTRUCTION AND SALVAGE
- X32 USE OF MIXED MATERIALS FACILITIES
- X33 CALCULATING TYPES AND QUANTITIES OF MATERIALS

X30 CONTENT OF CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN. Each Applicant for a permit for any Covered Project shall complete and submit to the Building Official a Construction and Demolition Materials Management Plan ("C&DMMP"), on a C&DMMP form approved by the **Jurisdiction** for this purpose with any application for a building and/or demolition permit for a Covered Project. If a Covered Project involves separate Demolition and Construction phases, the C&DMMP for the Demolition phase must be submitted and approved by the Director prior to issuance of a building permit for the Construction phase of a Covered Project.

The completed C&DMMP shall indicate all of the following:

- a) project name, location, and applicant contact information
- b) proposed start date and duration of the project;
- c) description of the project;
- d) description of green building standards or other waste minimization components incorporated into the project.
- e) the estimated total volume or weight of C&D materials to be generated, by material type and activity type (construction, deconstruction, renovation, demolition).
- f) the maximum volume or weight of inert C&D Materials that will be diverted, and the methods used to Divert each material type;
- g) the types and quantities (by volume, weight or other unit) of non-inert C&D Materials that will be diverted, and the methods used to Divert each material type;
- h) the vendor or facility that the Applicant proposes to use to collect and divert each material types,
- i) the estimated volume or weight of residual C&D Materials that would be transported for disposal in a landfill or transformation facility.

X31 DECONSTRUCTION AND SALVAGE. In preparing the C&DMMP, Applicants for construction and/or demolition permits involving the removal of all or part of an existing structure shall utilize Deconstruction, to the maximum extent Feasible, to meet the Diversion Requirements. Applicants for Covered Projects shall make Salvageable Materials from any Covered Project available for reuse prior to demolition. It shall be the responsibility of the owner, the general contractor and all subcontractors to notify deconstruction/salvage companies and to recover the maximum amount of salvageable designated recyclable and reusable materials prior to demolition. Recovered and salvaged designated recyclable and reusable materials from the deconstruction phase shall be counted in meeting the diversion requirements of this chapter. Recovered or salvaged materials may be given or sold on or from the premises at which they were recovered or salvaged, or may be removed to reuse warehouse facilities for storage or sale. Title to reusable or recyclable materials forwarded to the operator of a recycling facility, landfill, or other disposal facility will transfer to the service provider upon departure of the materials from the site.

X32. USE OF MIXED MATERIALS RECYCLING FACILITY. The use of a mixed materials recycling facility to meet the Diversion Requirement is allowed, subject to the satisfactory approval by the **Jurisdiction** of the documentation and verification of the types and quantities of materials that the facility receives, processes, and transports for reuse and recycling.

X33 CALCULATING VOLUME AND WEIGHT OF C&D MATERIALS. In estimating the volume or weight of materials identified in the C&DMMP, the Applicant shall use the standardized Conversion Rates approved by the **Jurisdiction** for this purpose.

PART 4

CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN DIVERSION SECURITY DEPOSITS

Sections:

X40 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN DIVERSION SECURITY DEPOSITS

X40 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN DIVERSION SECURITY DEPOSITS. Each Applicant for a permit for a Covered Project shall submit a Diversion Security Deposit with the Construction and Demolition Materials Management Plan. The amount of the Diversion Security Deposit shall be calculated based on the estimated amount of construction and demolition materials to be generated by the project multiplied by an amount equal to **\$50 per ton.** At no time will the diversion security deposit exceed \$25,000. The Public Works Director may waive the Diversion Security Deposit if the total security required pursuant to this Section would be \$500 or less.

Or alternate text

X40 CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN DIVERSION SECURITY DEPOSITS. As a condition precedent to the issuance of any building or demolition permit or any similar permit for a Covered Project, the Applicant shall post a deposit (in the form of cash, letter of credit, or money order) with the **jurisdiction type** in the amount of \$1.00 per square foot of building area for each structure related to a Covered Project that will be constructed, demolished, or renovated. In no case shall the required deposit exceed **\$50,000** for any single Covered . The Public Works Director may waive the Diversion Security Deposit if the total security required pursuant to this Section would be **\$1,500** or less.

Comment [A3]: These amounts may change for each jurisdiction.

The City may at anytime, by formal resolution of the **legislative body**, modify the basis for calculation and amount of the required deposit.

PART 5

CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN REVIEW

Sections:

- X50 APPROVAL
- X51 NONAPPROVAL

5X50 APPROVAL. Notwithstanding any other provision of this Code, no building or demolition permit shall be issued for any Covered Project unless the Public Works Director has approved the C&DMMP. The Public Works Director shall approve a C&DMMP only if the Director first determines that all of the following conditions have been met: (1) the C&DMMP provides all of the information set forth in Part 3 of this Chapter; (2) the C&DMMP indicates that at least seventy five percent (75%) of all inert C&D Materials and 50% of all non-inert C&D Materials generated by the Project will be diverted; and (3) the Applicant has submitted an appropriate Diversion Security Deposit in compliance with Part 4 of this Chapter.

If the Public Works Director determines that these three conditions have been met, the Director shall mark the C&DMMP "Approved", return a copy of the C&DMMP to the Applicant, and notify the Building Department and the Building Official that the C&DMMP has been approved.

Approval shall not be required if Construction or Demolition is required to protect public health or safety in an emergency, as defined in Public Resources Code § 21060.3.

X51 NONAPPROVAL. If the Public Works Director determines that the C&DMMP is incomplete or fails to indicate the diversion requirements for the Project will be met, the Director shall either: (1) Return the C&DMMP to the Applicant marked "Denied", including a statement of reasons, and so notify the Building Department, which shall then immediately stop processing the building or demolition permit application, or (2) Return the C&DMMP to the Applicant marked "Further Explanation Required," including a statement of reasons, and so notify the Building Department, which shall then immediately stop processing the building or demolition permit application. If, during the course of the Project, the Applicant determines that the estimated tonnage of C&D Material to be generated and or recovered from the Project is substantially different from the C&DMMP, the Applicant shall submit an addendum to the original C&DMMP.

PART 6

REFUND AND RETURN OF DIVERSION SECURITY DEPOSITS

Sections:

- X60 APPLICATION FOR REFUND
- X61 DOCUMENTATION OF CONSTRUCTION AND DEMOLITION DEBRIS DIVERSION
- X62 DETERMINATION OF COMPLIANCE AND RELEASE OF DIVERSION SECURITY DEPOSIT

X60 APPLICATION FOR REFUND. Within 30 days after the completion of any Covered Project, the Applicant shall submit to the Public Works Director documentation that the Applicant has met the Diversion Requirement for the Project and apply for a refund of the Diversion Security Deposit. The Diversion Requirement shall be that the Applicant has diverted at least fifty percent (75%) of the inert C&D Materials generated by the Project and 50% of the non-inert C&D materials, via Reuse, Salvage, or Recycling, unless the Applicant has been granted an exemption pursuant to Part 7 of this Chapter, in which case the Diversion Requirement shall be the maximum Feasible diversion rate established by the Public Works Director for the Project. This documentation shall consist of:

A. A completed compliance report and form showing actual waste tonnage data, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies, deconstruction contractors, and/or landfill and disposal companies, and any other source identified in the approved C&DMMP. Receipts and weight tags will be used to verify whether waste generated from the Covered project has been or will be recycled, reused, salvaged or disposed. The Applicant shall make reasonable efforts to ensure that all designated recyclable and reuse waste salvaged or disposed are measured and recorded using the most accurate method of measurement available.

B. Any additional information the Applicant believes is relevant to determining its efforts to comply in good faith with this Chapter.

If a Covered Project involves both a demolition and a construction phase, the diversion documentation for the demolition phase must be submitted and approved by the Director prior to issuance of a building permit for the construction phase of a Covered Project.

Alternatively, the applicant may submit a letter stating that no non-hazardous solid waste or recyclable materials were generated from the Covered Project, in which case this statement shall be subject to verification by the Director of Public Works or designee. Any diversion security deposit posted pursuant to Section X40. of this Chapter shall be forfeited if the applicant does not meet the timely reporting and other requirements of this Chapter.

X61 DOCUMENTATION OF CONSTRUCTION AND DEMOLITION MATERIAL DIVERSION. Applicants shall make reasonable efforts to ensure that all C&D Materials diverted, or delivered to disposal facilities for disposal, are measured and recorded using the most accurate method of measurement reasonably available. To the extent practical, all C&D Materials shall be weighed on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D Materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the Applicant shall use the standardized Conversion Rates approved by the **Jurisdiction** for this purpose. Documentation of the foregoing shall consist of photocopies of receipts, weight tickets, gate tickets, and other records from recycling facilities, Deconstruction contractors, solid waste enterprises and disposal facilities.

X62 DETERMINATION OF COMPLIANCE AND RELEASE OF DIVERSION SECURITY DEPOSIT. The Public Works Director shall review the information submitted under § X60 and determine whether the Applicant has complied with the Construction and Demolition Materials Management Plan and Diversion Requirement, as follows:

A. Full Compliance. If the Director determines that the Applicant has fully complied with the Construction and Demolition Materials Management Plan and Diversion Requirement applicable to the Project, the Director shall cause the full Diversion Security Deposit to be released to the Applicant.

B. Good Faith Effort to Comply. If the Director determines that the Construction and Demolition Materials Management Plan has not been complied with, the Director shall determine whether the Applicant made a good faith effort to comply with this Chapter. In making this determination, the Director shall consider the availability of markets for the C&D Materials not diverted, the size of the Project, and the documented efforts of the Applicant to divert C&D Materials. If the Director determines that the Applicant has made a good faith effort to comply with this Chapter, the Director shall approve the release of the Diversion Security Deposit, or a portion thereof, to the Applicant.

C. Partial Refund. If the Director determines the applicant has not made a Good Faith Effort to comply with this Chapter, and the Diversion Requirements have not been met, the Director may authorize the refund of a portion of the Diversion Security Deposit equivalent to the extent to which the project has met the Diversion Requirement (e.g. if only half of the diversion requirement has been reached, only half of the diversion security deposit will be returned). The balance of the diversion security deposit will be forfeited.

D. Noncompliance. If the Director determines that the Applicant has not made a good faith effort to comply with this Chapter, or if the Applicant fails to submit the documentation required by § X20, above, within the required time period, then the Diversion Security Deposit shall be retained by the **Jurisdiction**.

E. The Director shall not authorize the refund of any diversion deposit, or any portion thereof, unless the original Applicant files a written request for refund no later than twelve (12) months after the building permit is no longer active for any reason (including because the project has been completed, the permit has been withdrawn, or the permit has been revoked), and the Applicant provides documentation satisfactory to the Director in support of the request.

F. Withdrawal of Building or Demolition Permit Application. The Director may authorize the refund of any Diversion Security Deposit if the building or demolition permit application is withdrawn or cancelled before any work has begun.

G. All Diversion Security Deposits retained by the **Jurisdiction** shall be used only for:

1. Payment of Diversion Security Deposit Refunds;
2. Costs of administration of the program established by this Chapter; and
3. Cost of programs to achieve diversion of Construction and Demolition Materials.

PART 7

CONSTRUCTION AND DEMOLITION MATERIALS MANAGEMENT PLAN EXEMPTIONS

Sections:

X70 APPLICATION

X71 MEETING WITH DIRECTOR

X72 GRANTING OF EXEMPTION

X73 DENIAL OF EXEMPTION

X70 APPLICATION. If an Applicant for a Covered Project experiences or anticipates unique circumstances that the Applicant believes make it not Feasible to comply with the Diversion Requirement, the Applicant may apply for an exemption at the time that the Applicant submits the C&DMMP required under Part 3 of this Chapter. The Applicant shall indicate on the C&DMMP the maximum rate of diversion the Applicant believes is Feasible for each material and the specific circumstances that the Applicant believes make it not Feasible to comply with the Diversion Requirement.

X71 MEETING WITH DIRECTOR. The Director shall review the information supplied by the Applicant and may meet with the Applicant to discuss possible ways of meeting the Diversion Requirement. Based on the information supplied by the Applicant, the Director shall determine whether it is possible for the Applicant to meet the Diversion Requirement.

X72 GRANTING OF EXEMPTION. If the Director determines that it is not Feasible for the Applicant to meet the Diversion Requirement, the Director shall determine the maximum Feasible diversion rate for each material and shall designate this rate on the C&DMMP submitted by the Applicant. The Director shall return a copy of the C&DMMP to the Applicant marked "Approved for Partial Exemption" and shall notify the Building Department that the C&DMMP has been approved.

X73 DENIAL OF EXEMPTION. If the Director determines that it is possible for the Applicant to meet the Diversion Requirement, the Director shall so inform and give reason(s) to the Applicant in writing. The Applicant shall have 30 days after receipt of such notification to resubmit a C&DMMP form in full compliance with this Chapter. If the Applicant fails to resubmit the C&DMMP, or if the resubmitted C&DMMP does not comply with this Chapter, the Director shall deny the C&DMMP, and the Building Official shall not issue a building or demolition permit for that Project.

PART 8

APPEALS

Sections:

X80 APPEAL

X81 DECISION BY JURISDICTION MANAGING OFFICIAL

X80 APPEAL Each Applicant shall have the right to appeal any decision made by the Director to the Jurisdiction Managing Official or the Jurisdiction Managing Official's designee. The Applicant must file a Notice of Appeal from the ruling of the Director with the Jurisdiction Clerk, with copy to the Director, within ten (10) calendar days of receipt of notice of the Director's decision. The Notice of appeal shall include all evidence and legal arguments that the Applicant wishes the Jurisdiction, and any reviewing court to consider.

X81 DECISION BY JURISDICTION MANAGING OFFICIAL. The decision made by the Jurisdiction Managing Official, or the Jurisdiction Managing Official's designee, shall be in writing, and stating the legal and factual bases for the decision. The decision shall be final and conclusive.

PART 9

ENFORCEMENT

Sections:

X90 CIVIL ACTION
X91 INFRACTION
X92 ENFORCEMENT

X90 CIVIL ACTION. Violation of any provision of this Chapter may be enforced by any means available to the **Jurisdiction**, including, but not limited to, an action for injunctive relief. In any civil enforcement action, administrative or judicial, the **Jurisdiction** shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this Chapter.

X91 INFRACTION. Violation of any provision of this Chapter shall constitute an infraction punishable by a fine not to exceed \$100 for the first _____, a fine not to exceed \$200 for the second violation within one year, and a fine not to exceed \$500 for each additional violation within one year. An Applicant shall be guilty of a separate offense for each day during any portion of which any violation of this Chapter is committed, continued, or permitted by the Applicant. Where the violation is the failure to achieve the Diversion Requirement applicable to the Project and the C & D Materials from the Project have already been transported for disposal in a landfill or transformation facility, the violation shall be deemed to have ceased after a period of ten days. The **Jurisdiction** shall recover costs and attorneys' fees incurred in connection with enforcement of this Chapter.

Comment [A4]: Fine amounts may vary by jurisdiction

X92 ENFORCEMENT. Enforcement may be undertaken by the **Jurisdiction** through its Director of Public Works and the **Jurisdiction** Attorney."

SECTION 2. SEVERABILITY. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The **Jurisdiction** Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 3. The **Jurisdiction** Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED AND APPROVED this _____ day of _____, 2008.

ATTEST:

_____, JURISDICTION CLERK

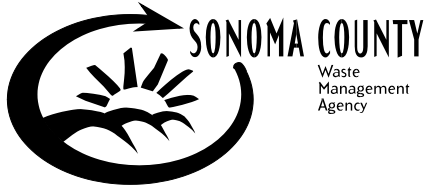
I HEREBY CERTIFY that the above and foregoing Ordinance was duly passed and adopted by the Jurisdiction Governing Body at its regular meeting held on the _____ day of _____, 2003, by the following vote:

AYES:

NOES:

ABSENT:

_____, JURISDICTION CLERK



Agenda Item #: 6
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 5/15/2013

ITEM: Update on the “Zero-Discharge” Project

I. BACKGROUND

SCWMA operates a composting operation at the Central Disposal Site. Although the Agency is the permit holder for the Solid Waste Facility Permit (through CalRecycle and the Local Enforcement Agency), a water permit that covers our operation is held by the County through the North Coast Regional Water Quality Control Board (NCRWQCB).

As part of the County effort to extend the life of the current landfill, an Amended Joint Technical Document (JTD) was submitted to NCRWQCB on July 27, 2012 in order to obtain a permit that included provisions for expansion and closure of portions of the landfill. As a result, the NCRWQCB released a draft of its Waste Discharge Requirements (WDR) December 7, 2012 and conducted an informational session January 9, 2013. A revised draft WDR, reflective of comments received during their comment period including at the January 9, 2013 session, was issued by NCRWQCB March 1, 2013. The NCRWQCB adopted the WDR and related permit documents at its meeting of March 14, 2013.

The adopted WDR contains new water management requirements, including one that applies directly to our compost operation. The requirement is that our facility achieve “zero-discharge” which means that any wastewater resulting from storm water run-off cannot be released off-property. Currently, storm water is allowed to discharge off-property during storm events via Stemple Creek at the landfill parcel south boundary. Unfortunately this storm water is of concern because of the sediment and other materials it collects by draining from compost operation materials. The WDR contains a requirement that a plan be submitted to the NCRWQCB by May 15, 2013 detailing how our compost facility will achieve “zero-discharge” of these storm waters drained from compost materials.

II. DISCUSSION

SCWMA contracted with SCS Engineers to prepare the required Zero-Discharge Plan, with recognition of the mandated May 15, 2013 due date. The timeline established for the project included completion by May 8, 2013 in order to allow time for review and for the County, as permit holder, to review and submit the report to NCRWQCB under their cover by the May 15 date.

SCS submitted their initial draft to SCWMA May 2, 2013, and the final version was transmitted to the County on May 8, 2013.

The plan examines several alternate means of achieving Zero-Discharge, of which four are considered potentially viable. The plan sets forth a time line for additional evaluation which includes cost estimates, selection of the best method, design efforts, and implementation/construction. The plan anticipates the compost site will achieve Zero-Discharge status by Fall 2014 in advance of that winter's rainy season.

SCS began by calculating the amount of compost area contact water that would be expected to be generated, then performed capacity analyses of the compost facility detention ponds and the infrastructure in place that conveys this water off site. As expected, a deficit exists between current holding capacity and the volume of water expected to be generated during rain event. Thus part of

the process in developing alternatives to achieving “Zero-Discharge” included looking at different means of expanding the compost facility’s storm water holding capacity.

The alternatives considered for water storage involved modifying the current compost facility ponds to increase their capacity, adding a pond on the compost site, adding a pond elsewhere on the Central site, and using tanks. To deal with the accumulated water, SCS considered trucking off-property to a treatment facility, or connecting to the County leachate pipe system to convey the water to treatment facility. Treatment on-site was also considered, where the water could be discharged after meeting discharge requirements.

The use of tanks for storage, or trucking waste water for treatment, were methods that were determined to not be feasible. The alternatives evaluated to greater extent, and used in building the time line for implementation in the plan, were the various combinations of ponds either connected to the leachate pipeline or as part of a treatment system.

Next steps would be to conduct the procurement process via an RFQ for the further evaluation and design.

III. FUNDING IMPACTS

Unknown

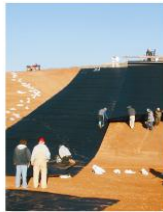
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Direct staff to begin the RFQ process immediately upon notice that the NCRWCB has approved the plan for implementation.

V. ATTACHMENTS

Proposed Discharge Compliance Plan by SCS Engineers

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA



Proposed Discharge Compliance Plan

Central Compost Site Petaluma, California

Presented to:

Sonoma County Waste Management Agency
Mr. Henry Mikus
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403

Presented by:

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- 1 Site Location Map
- 2 Site Plan

Appendices

- A HydroCAD Analysis
- B Alpha Analytical Laboratories, Inc. – Laboratory Report #13A0283 dated January 18, 2013

LIST OF ACRONYMS AND ABBREVIATIONS

CalRecycle	California Department of Resources Recycling and Recovery
CDS	Central Disposal Site
County	Sonoma County Department of Transportation and Public Works
JPA	Joint Powers Agreement
LF-1	Landfill 1
LF-2	Landfill 2
LWWTP	City of Santa Rosa Laguna Waste Water Treatment Plant
RWQCB	North Coast Regional Water Quality Control Board
NOAA	National Oceanic and Atmospheric Administration
Plan	Proposed Discharge Compliance Plan
SCS	SCS Engineers
SCWMA	Sonoma County Waste Management Agency
SP-4	Sedimentation Pond #4
SP-5	Sedimentation Pond #5
SP-8	Sedimentation Pond #8
SWFP	Solid Waste Facility Permit
USDA SCS	United States Department of Agriculture, Soil Conservation Service
WDRs	Waste Discharge Requirements

1 INTRODUCTION

SCS Engineers (SCS), on behalf of the Sonoma County Waste Management Agency (SCWMA), presents this Proposed Discharge Compliance Plan (Plan) for storm water management at the Central Compost Site (Site) which is situated within the larger Sonoma County Central Disposal Site (CDS) located at 500 Meham Road, Petaluma, California. The Site consists of an approximately 35-acre compost operation area located on the current Sonoma CDS facility. This Plan addresses storm water analyses for the Sonoma Compost area as well as potential options for storm water containment of the 35-acre compost operations area. The Site location is shown on **Figure 1**. A Site Plan is presented as **Figure 2**.

2 BACKGROUND

The Sonoma Compost Site, a green waste composting facility, is located on an approximate 35-acre area atop the northern end of Landfill 1 (LF-1), a waste unit within the larger Sonoma County CDS. The CDS is an active Class III municipal solid waste landfill. The compost facility operates under Solid Waste Facility Permit (SWFP) No. 49-AA-0260, issued by the California Department of Resources Recycling and Recovery (CalRecycle). The SCWMA is the permit holder; the firm Sonoma Compost operates the facility under an operating agreement with the SCWMA.

The CDS and the Sonoma Compost Site are within an approximate 398.5-acre property owned by the Sonoma County Department of Transportation and Public Works (County). The County, as owner and operator of record of the CDS, has provided the 35-acre Site to the SCWMA for compost operations under a Joint Powers Agreement (JPA) executed by the Cities of Sonoma County and the County.

The County is in the process of re-permitting the landfill to allow construction of new waste cells, and placement of additional waste over LF-1. Currently, the Sonoma Compost Site is planned to be moved to another location. The County has received a separate SWFP from CalRecycle, and recently was issued revised Waste Discharge Requirements (WDRs) from the North Coast Regional Water Quality Control Board (RWQCB). The revised WDRs (Order No. R1-2013-0003) were adopted by the RWQCB in March 2013.

Discharges from the Sonoma Compost Site to receiving waters (sedimentation basins, surface water or groundwater) will not be allowed under the new WDRs. Provision 23(m) specifically requires submittal of a plan and schedule to cease all wastewater discharges from Sonoma Compost Site operations. This plan is to be submitted for RWQCB review and approval by May 15, 2013.

3 SCOPE

SCS's work under this assignment included: identification of viable liquids management options and preparation of this Plan with a proposed compliance schedule for achieving zero discharge in accordance with the WDRs. SCS considered various options with the understanding that Sonoma Compost operations are expected to be relocated to another property within a 3-year

planning timeline. The ultimately preferred solution(s) for managing discharges from the Sonoma Compost Site will be subject to a negotiated agreement with the SCWMA, County, and other stakeholders. Therefore a phased approach for compliance is presented herein for review and approval by the RWQCB. Included in this Plan is the identification of feasible alternatives being considered at this time, and an outline of steps for final evaluation, selection, and implementation.

4 DESIGN PARAMETERS

As a basis of design for zero discharge, SCS performed analyses to determine peak discharge flows from compost operations, and cumulative flows from other CDS facilities with shared drainage facilities.

4.1 CENTRAL DISPOSAL SITE DRAINAGE ANALYSIS

As part of the permitting process for the CDS, a hydrologic analysis was performed to route storm water drainage from the Sonoma CDS to existing sedimentation ponds present at the facility (SCS, 2012). The hydrologic analysis for the drainage design at the CDS was completed and conducted according to the anticipated and existing conditions previously specified. The waste disposal areas LF-1 and Landfill 2 (LF-2) extend over approximately 172.8 acres. Areas outside the LF-1 and LF-2 footprint, but within the CDS property boundary, were also included in the hydrologic analysis. The design specifications required drainage ditches, culverts, down chutes, sedimentation ponds, and general drainage control features to be sized according to a 100-year, 24-hour peak storm event. This type of storm would generate runoff that would account for the maximum flow through the drainage system.

HydroCAD, a storm water modeling program, was used to determine the peak runoff and to size the drainage ditches and culverts for the improvement areas at the Sonoma CDS. This model employed the use of the United States Department of Agriculture, Soil Conservation Service (USDA SCS) TR-20 runoff method. The TR-20 method utilizes hydrologic soil-cover complexes to determine runoff volumes and unit hydrographs to determine peak rates of discharge. Factors included in the method were 24-hour rainfall amount, a given rainfall distribution, runoff curve numbers, times of concentration, travel times, and drainage areas. It is very useful for large drainage basins especially when there are a series of structures or several tributaries to be studied. The program has the capability of routing storm volumes through drainage ditches, road culverts, and storm detention basins. The input storm data was derived from the National Oceanic and Atmospheric Administration (NOAA).

Using the TR-20 method of the HydroCAD storm water modeling program, a detailed report was generated which determined the amount of runoff through the drainage system and the appropriate ditch and culvert sizing to account for that runoff. The model has determined peak flows based on the 100-yr, 24-hr storm criteria. Results of the HydroCAD analyses are provided in the previously submitted Amended Joint Technical Document (SCS, 2012). Key findings of the HydroCAD analysis include:

- Maximum flow rate in v-ditch – 95.36 cfs

- Maximum flow rate in down chute – 89.89 cfs
- Maximum flow rate into sedimentation pond – 91.87 cfs

All drainage features were designed to properly manage and convey maximum peak flow rates. Drainage features have been designed not to exceed 80 percent of available capacity during the peak flows.

4.2 COMPOST AREA DRAINAGE ANALYSIS

As a preliminary basis of design, SCS performed a hydrologic analysis of the Sonoma Compost Site. This analysis included the active Sonoma Compost wood chipping operations area, and composting and windrow area. Additionally, to provide a more conservative basis of design, the upgradient office, storage, and maintenance areas which drain to the active Sonoma Compost operations area were analyzed. Collectively, these areas encompass approximately 25 acres. The hydrologic analysis for the drainage design at the Sonoma Compost Site has been completed to develop engineering alternatives resulting in zero storm water discharge from the Sonoma Compost Site. The hydrologic analysis was completed using a 5-year, 24-hour peak storm event. The 5-year, 24-hour peak storm event was selected to comply with the California General Storm Water Plan Compliance Storm Event, which will be adequate to design storm water management structures given the 3-year Sonoma Compost operations planning timeline.

HydroCAD was used to determine the peak runoff and required storage capacity. Similar to the analysis conducted above, this model employed the use of the USDA SCS TR- 20 runoff method.

The input storm data utilized for the Sonoma Compost Site was derived from the NOAA Atlas 14 website which provides storm data given the latitude and longitude of the Site. The design storm event is 5.00 inches or rain.

Using the TR-20 method of the HydroCAD storm water modeling program, a detailed report has been generated which has determined the amount of runoff through the Site and required storage capacity to account for that runoff. The model has determined total storm water runoff of approximately 9.2 acre feet (3,000,000 gallons) based on the 5-year, 24-hour storm criteria.

A visual display of the HydroCAD model run drainage system and drainage features is attached as **Appendix A**. Please note that storm water drainage and storage features associated with the Sonoma Compost Site are not expected to compromise the overall storm water drainage features at the CDS.

4.3 EXISTING COMPOST AREA RUN-OFF AND STORAGE

Storm water runoff from the Sonoma Compost Site currently gravity drains to two sedimentation basins, Sedimentation Pond #4 (SP-4) and Sedimentation Pond #8 (SP-8), located southeast of the Sonoma Compost operations area. Upon reaching maximum storage capacity, SP-4 and SP-8 gravity drain to a 24-inch diameter pipe where the water comingles with storm water run-off from CDS areas outside of the Sonoma Compost Site. This comingled storm water continues to

gravity drain through the CDS storm water piping system, collecting additional CDS storm water run-off. The storm water drainage piping increases to 36-inch diameter pipe and subsequently to 48-inch diameter pipe prior to discharging to detention basin Sedimentation Pond #5 (SP-5).

The goal of this feasibility study is to provide engineering design alternatives to eliminate storm water discharge from the Sonoma Compost Site and to provide design alternatives to prevent storm water runoff from the Sonoma Compost Site from comingling with storm water from other portions of the Sonoma CDS. As such, the storage capacity of SP-4 and SP-8 were determined. The storage capacities of other Sonoma CDS structures were analyzed in the JTD (SCS, 2012).

The storm water storage capacities of SP-4 and SP-8 were determined to be approximately 5 acre feet (1,700,000 gallons). This was determined via volume take-off measurements using Autodesk Civil 3D software. The engineering design alternatives below address the need to provide additional storm water storage capacity of approximately 4 acre feet (1,300,000 gallons).

4.4 LIQUIDS DISCHARGE CHARACTERISTICS

Sonoma Compost Site storm water runoff characteristics are expected to be typical of those associated with general composting operations. These include elevated levels of biochemical oxygen demand (BOD), chemical oxygen demand (COD), elevated levels of nutrients such as nitrogen, phosphorus, and potassium, as well as general sedimentary runoff.

A laboratory analytical report for a storm water sample collected from the Sonoma Compost Site is attached as **Appendix B**. Please note that in the attached laboratory report, only results for sample SW-3 apply to storm water run-off from the Sonoma Compost Site. Based on our review of the analytical results for sample SW-3, we conclude that run-off from the Sonoma Compost Site appears to be suitable for either on-site pre-treatment prior to direct discharge, or direct pumping to the County's leachate force-main pipeline. These alternatives are described below.

5 DESIGN ALTERNATIVES FOR FURTHER ANALYSIS

Several engineering design alternatives were considered to address the zero discharge requirements associated with the Sonoma Compost Site. These include:

- Re-route compost area contact water drainage to separate it from other CDS operations.
- Re-shaping and/or lining the existing storm water detention basin(s) to allow storage of collected compost area contact water.
- Pumping accumulated liquids (from holding ponds or tanks) directly to the County's leachate force-main pipeline.
- Pumping accumulated liquids to storage ponds/tanks, for subsequent testing and disposal into on-site storage ponds via truck or dedicated pipeline.
- Temporary storage and on-site treatment of compost contact water, with subsequent discharge of the treated water.

Use of Sonoma CDS leachate storage ponds, as well as sedimentation basins other than SP-4 and SP-8, were rejected as design alternative options as commingling of the Sonoma Compost Site storm water runoff did not appear feasible due to anticipated compost discharge volumes and overall CDS storage constraints. Similarly, use of storm water storage tanks and other temporary storm water storage structures is not feasible due to the anticipated discharge volumes during the selected peak design storm event.

Design alternatives determined feasible and recommended for additional analysis are presented below. For each option, compost discharge would be separated from the existing CDS storm water drainage. Additional storage capacity for compost contact water (beyond the 1.7 million gallons available via use of SP-4 and SP-8) will be required to allow buffered discharge. Accumulated liquids would be discharged to the County's leachate force main pipeline via temporary piping and pumping systems, or treated to meet standards acceptable for discharge to Stemple Creek.

5.1 ALTERNATIVE #1

This option would entail removal of the earthen embankment separating SP-4 and SP-8 as well as minor earthwork cut and fill operations to create one single sedimentation basin with a greater storage capacity than currently exists. The cut and fill operations associated with this design would not require the import or export of additional soil, but would be completed to achieve necessary grades and create additional storage capacity. SCS estimates that this would result in sedimentation basins SP-4 and SP-8 being combined and redesigned to allow storage of approximately 8.1 acre feet (2,600,000 gallons). The reconfigured storage basin would be lined with geosynthetics or low-permeability soil.

Additionally, as part of this alternative, additional storage capacity would be constructed within the Sonoma Compost Site area to accommodate additional storm water storage capacity needs. This additional detention basin would be designed with an approximate storage capacity of 1.2 acre feet (400,000 gallons), and would be lined with geosynthetics or low-permeability soil. For example an area approximately 40,000 square feet and 3 feet deep, located in the southeast corner of the Compost Site would suffice. Compost stockpiles would be temporarily re-located during wet weather months. The specific depth, location, and surface area of this proposed additional detention basin would depend on depth to waste in select portions of the Sonoma Compost Site area, as well as surface area constraints due to Site operations.

Construction of a separate compost discharge water conveyance system to connect to the current City of Santa Rosa Laguna Waste Water Treatment Plant (LWWTP) pipeline is recommended. Accumulated liquids would be discharged from the basins to the County's leachate force main pipeline via a temporary piping system. Note that SCWMA's use of the leachate force main pipeline will require approval and/or agreement among other stakeholders including the County, the City of Santa Rosa, Republic Services Inc. (the CDS landfill operations contractor) and the City of Rohnert Park. The leachate force-main pipeline alignment runs through both the cities of Santa Rosa and Rohnert Park.

5.2 ALTERNATIVE #2

Creation of a larger sedimentation basin from SP-4 and SP-8 would occur as part of this alternative similar to the description provided above in Alternative #1. Additional temporary storage capacity for compost contact water would be created by construction of a second, separate detention basin elsewhere on the Sonoma CDS, but not on the Sonoma Compost Site. This temporary basin would have approximate capacity of 1.2 acre feet (400,000 gallons). A potential location is within the future footprint of LF-2, Phase IV. A temporary, lined basin would be constructed near the toe of the proposed LF-2, Phase III excavation. A piping conveyance system would allow gravity drainage from the combined SP-4/SP-8 basin.

This second detention basin would be located downgradient of the Sonoma Compost Site to allow gravity drainage from the newly constructed larger capacity SP-4 and SP-8 detention basin. Similar to Alternative #1 above, accumulated liquids would be discharged from the basins to the County's leachate force main pipeline via a temporary piping system.

5.3 ALTERNATIVE #3

Use of SP-4 and SP-8 for Sonoma Compost Site storm water runoff would continue under current conditions. Some clearing and soil removal could be completed in SP-4 and SP-8 to optimize current storage capacities. Construction of an additional lined compost contact water detention basin, larger than those proposed under Alternative #1 and Alternative #2 (approximate volume 1,300,000 gallons), would be completed on the Sonoma CDS property. This additional storm water detention basin could potentially be constructed upgradient of SP-4 and SP-8 depending on Sonoma CDS operational space constraints. Construction of an upgradient storm water detention basin would require pumping from SP-4 and/or SP-8 to transport excess storm water to the newly constructed storm water detention basin. A potential location is within the existing base grades of the Rock Extraction Area. A temporary, lined basin would be created by excavation or placement of engineered soil berms.

As with other alternatives, accumulated liquids would be discharged from the basins to the County's leachate force main pipeline via a temporary piping system.

5.4 ALTERNATIVE #4

Creation of a larger sedimentation basin from SP-4 and SP-8 would occur as part of this alternative similar to the description provided above in Alternative #1 and create additional storage pond capacity (1,700,000 gallons). The design of a storm water treatment system would be completed to evaluate the feasibility of storm water treatment with subsequent discharge to on-site sedimentation basins or Stemple Creek located south of and adjacent to the Sonoma CDS property. The storm water treatment system would need to be designed to meet discharge requirements by adjusting the contact water pH, removing any excess nutrient loading, and removing excess contact water sedimentation loading. Treatment system design would likely include such features as settling chambers, sand filters, multi-media filtering chambers, and/or activated carbon treatment vessels. Maximum required flow rates and pump sizing would also need to be evaluated under this alternative.

6 PROPOSED COMPLIANCE SCHEDULE

The project schedule would begin with engineering design analyses. Preliminary design would include:

- Analysis of enlarged sedimentation basin from current SP-4 and SP-8 configuration. Earthwork grading analysis of cut and fill volumes, liner selection, cut slope stability analysis, and inlet and discharge pipe sizing requirements.
- Layout and sizing of proposed secondary sedimentation basins. Earthwork grading analysis of cut and fill volumes, liner selection, cut slope stability analysis, and inlet and discharge pipe sizing requirements.
- Analysis and confirmation of leachate force main capacity and sizing to accommodate additional Sonoma Compost Site storm water flows. Discharge pipe alignments, pump and pipe sizing requirement, and potential tie-in location to the leachate force main analysis.
- Alternative #4 preliminary treatment system design and sizing.
- General operational design considerations such as minimizing conflicts with existing CDS disposal operations (current haul routes, new cell construction, etc.).
- Capital cost estimates

Engineering design, cost/benefit analysis, and general feasibility of each design alternative would be completed over an approximately 12 week period. Formal selection and preparation of submittal for regulatory agency review would be completed in approximately four weeks. Regulatory agency review of the selected alternative option is expected to require approximately eight weeks. Following regulatory agency approvals, contractor bid documents would be prepared for the selected and approved storm water compliance alternative. Contractor bid documents would be prepared in approximately eight weeks. The contractor bidding period would occur over an approximately eight week period followed by an approximately two week period to review bids and select a contractor. Construction of the selected and approved storm water compliance alternative would be dependent on the alternative selected.

The SCWMA anticipates that construction would be completed in the summer/fall of 2014. This schedule assumes RWQCB approval of this proposed Plan would be granted by mid-June, 2013.

Scope of Work	Proposed Time Frame (wks.)	Project Schedule
Engineering Firm Selection	4	June – July 2013
Engineering Design	12	August – October 2013
Formal Selection/Submittal	4	November 2013
Agency Review	8	December 2013 – January 2014
Prepare Bid Documents	8	February – March 2014
Contractor Bid Period	8	April – May 2014
Contractor Selection	2	June 2014
Construction	Variable	Summer – Fall 2014

7 SUMMARY

This Plan has been prepared in accordance with Provision 23(m) of the Adopted Order No. R1-2013-003 for the Central Disposal Site. A preliminary basis of design has been completed and four alternatives to address the zero discharge provision of the WDRs have been identified. Each of these alternatives has different levels of viability, and each requires further evaluation including economic analyses. A reasonable timeline has been developed to allow this to happen, including selection and design of the preferred alternative, contractor selection and construction of infrastructure improvements. A target date to complete the work by fall of 2014 is proposed.

With this submittal, the SCWMA respectfully seeks RWQCB approval for the steps outlined herein.

8 REFERENCES

- County, 2010. Site Drainage Map, Figure 4; Base Map Source: Sonoma County Department of Transportation and Public Works Aerial Photo Dated November 2008, March.
- EBA, 2012. Memorandum – Sonoma Compost, Existing Facility Storm Water Calculations, March 27.
- NOAA, 2013. NOAA Atlas 14, Volume 6, Version 2 – Petaluma, California, US (Coordinates: 38.3036, -122.7515), Point Precipitation Frequency Estimates, Retrieved April 23.
- RWQCB, 2013 Adopted Order No. R1-2013-0003, Waste Discharge Requirements (WDRs) and Monitoring and Reporting Program (MRP) for Operation, Corrective Action, New Construction and Closure at the County of Sonoma, Central Disposal Site.
- SCS, 2012. Amended Joint Technical Document, Central Disposal Site, Sonoma County, California (2nd Revision July 27).

LIMITATIONS AND DISCLAIMER

This Report has been prepared specifically for Sonoma County Waste Management Agency with respect to a Proposed Discharge Compliance Plan for storm water management at Sonoma Compost (Site), a portion of the Central Disposal Site, located at 500 Meham Road, Petaluma, California.

Changes in Site use and conditions may occur due to variations in rainfall, temperature, water usage, or other factors. Additional information that was not available to the consultant at the time of preparation of this document, or changes that may have occurred on the Site or in the surrounding area may result in modification to the Site that would impact the information presented herein. This document is not a legal opinion.

Alex Tuveson, E.I.T.
Project Engineer

Date

Joseph J. Miller, P.E.
Project Director/Vice President

Date

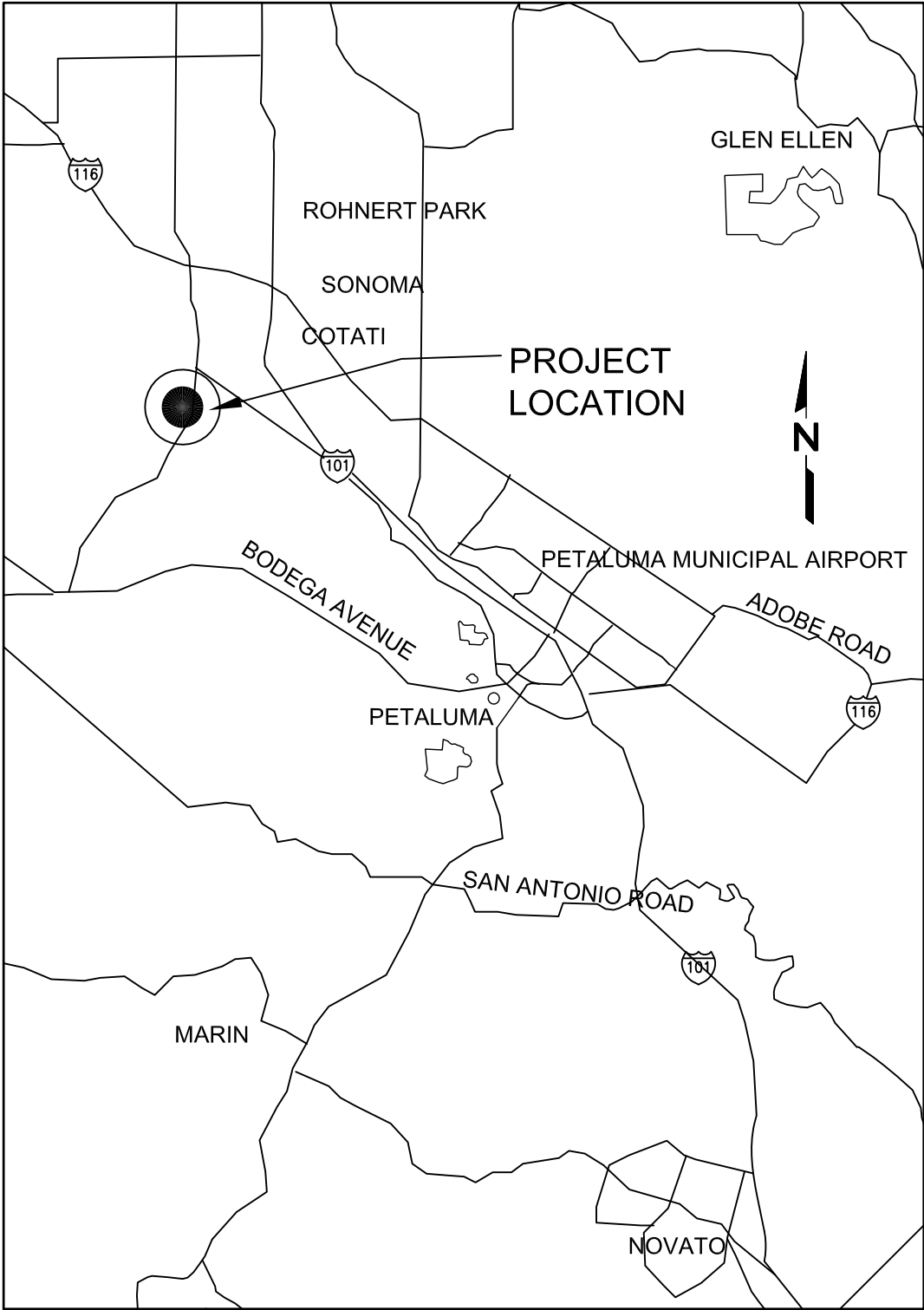
Ambrose A. McCready, P.E.
Project Director/Vice President

Date

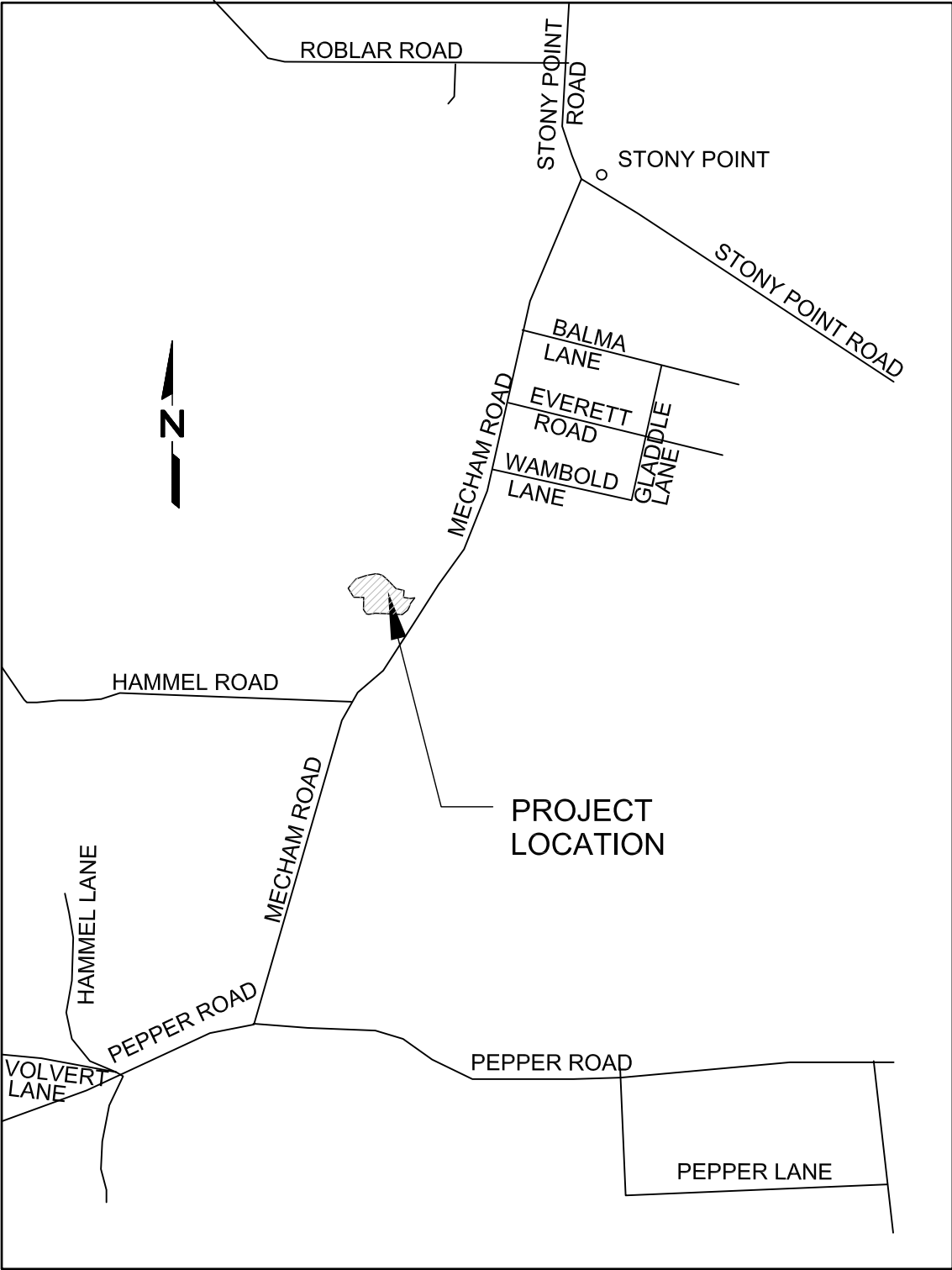
Figures

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LOCATION MAP
N.T.S.



VICINITY MAP
N.T.S.



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DWN. BY: ATV

ACAD FILE: FIGURE 1

DSN. BY: ATV

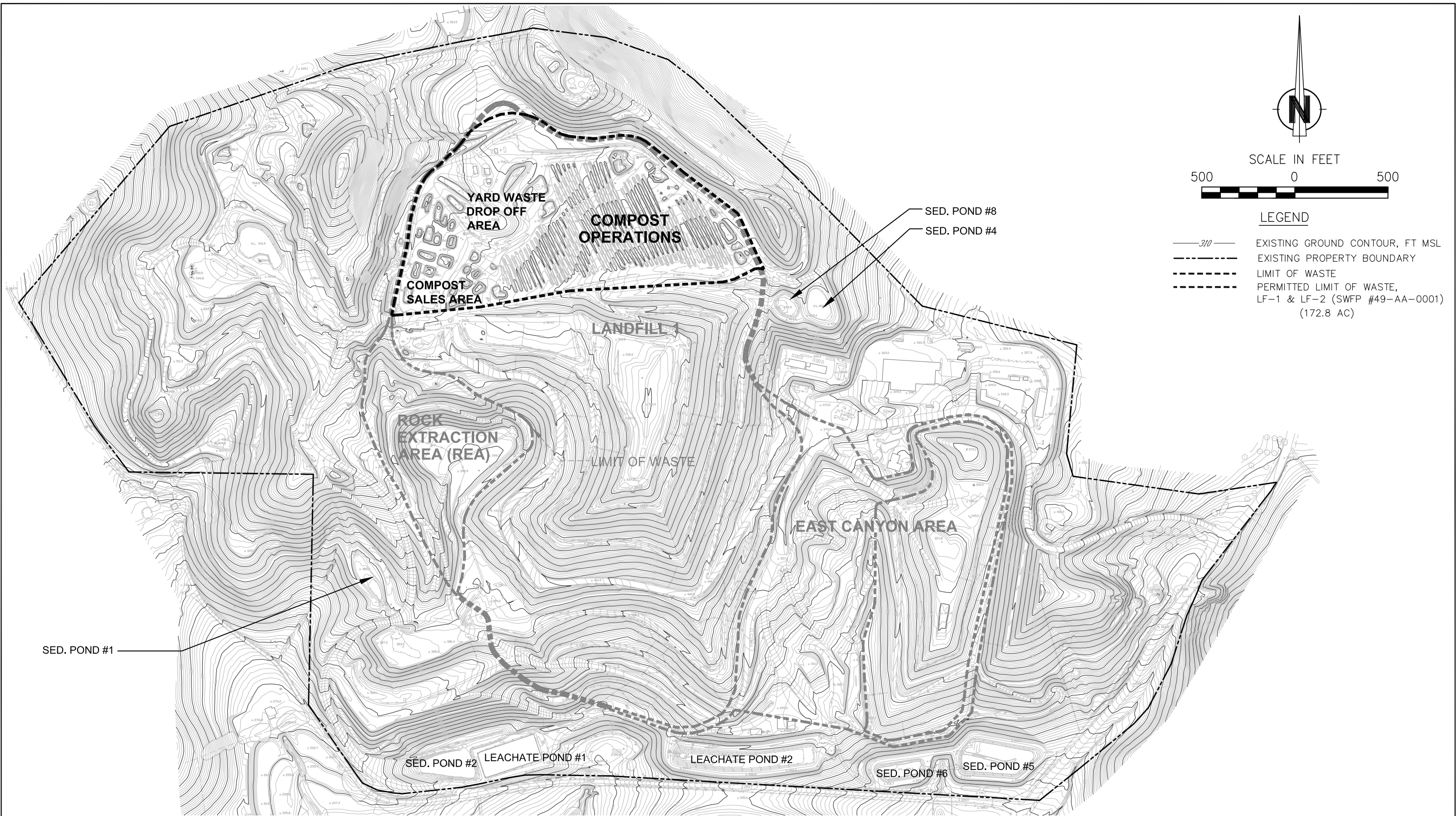
CHK. BY: AAM

APP. BY: JJM

SONOMA COUNTY WASTE
MANAGEMENT AGENCY

SHEET TITLE:	SITE LOCATION MAP
PROJECT TITLE:	CENTRAL COMPOST SITE SONOMA COUNTY, CALIFORNIA

DATE:	4/29/13
SCALE:	AS SHOWN
FIGURE:	1



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PROJ. NO. 01213120.00	DWN. BY: ATV	ACAD FILE: FIGURE 2
DSN. BY: ATV	CHK. BY: AAM	APP. BY: JJM

SONOMA COUNTY WASTE
MANAGEMENT AGENCY

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PROJECT TITLE:	CENTRAL COMPOST SITE SONOMA COUNTY, CALIFORNIA

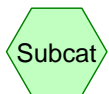
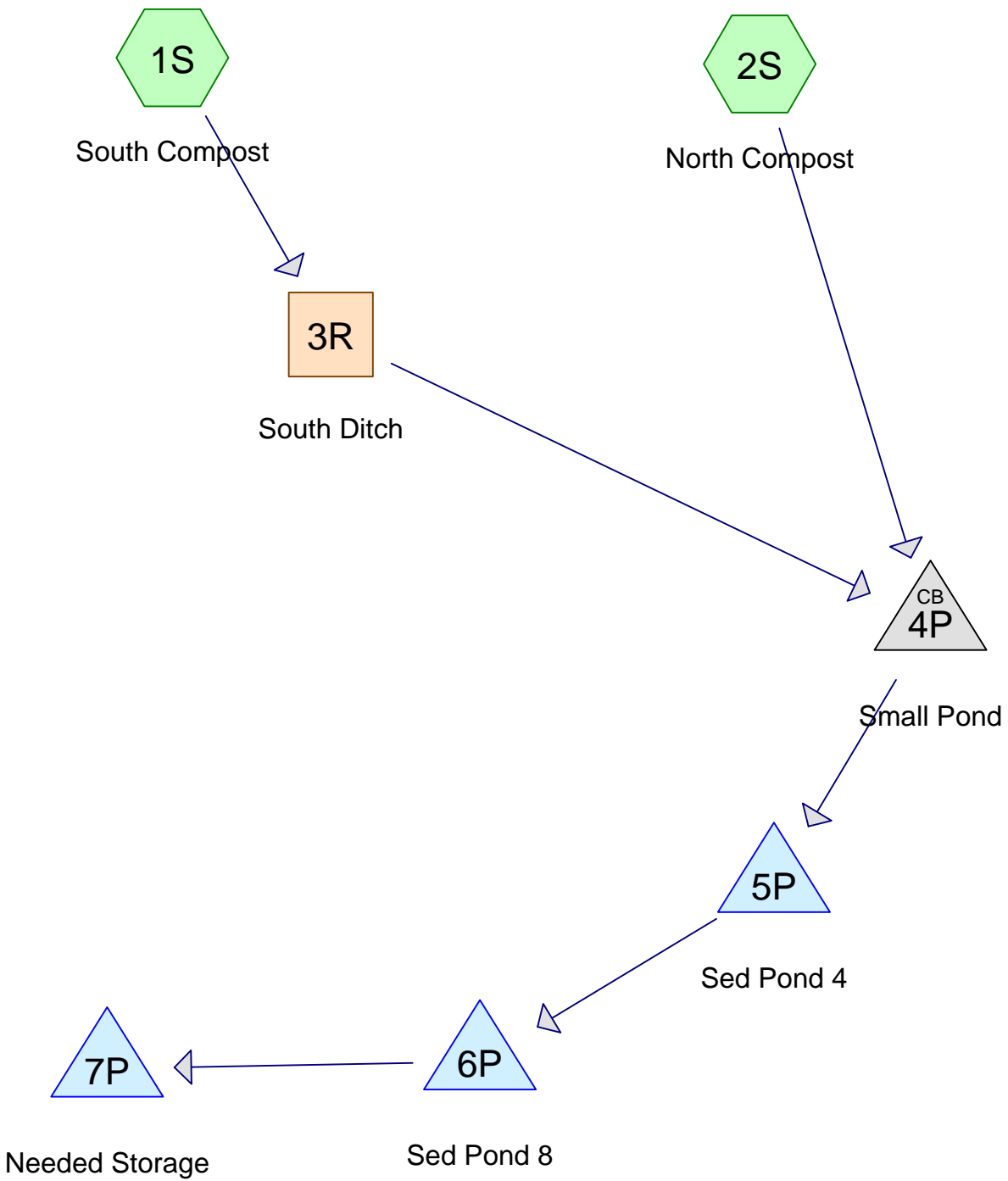
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Appendices

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Appendix A
HydroCAD Analysis

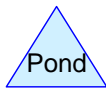
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Subcat



Reach



Pond



Link

Drainage Diagram for Sonoma Compost

Prepared by SCS Engineers 5/7/2013

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Sonoma Compost

Prepared by SCS Engineers

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Type II 24-hr Rainfall=5.00"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: South Compost

Runoff Area=17.900 ac Runoff Depth=4.37"

Flow Length=1,786' Tc=11.3 min CN=98 Runoff=106.08 cfs 6.517 af

Subcatchment 2S: North Compost

Runoff Area=7.440 ac Runoff Depth=4.37"

Flow Length=1,525' Tc=9.9 min CN=98 Runoff=46.21 cfs 2.709 af

Reach 3R: South Ditch

Peak Depth=2.81' Max Vel=9.5 fps Inflow=106.08 cfs 6.517 af

n=0.028 L=1,416.0' S=0.0254 ' /' Capacity=233.85 cfs Outflow=100.96 cfs 6.498 af

Pond 4P: Small Pond

Peak Elev=1,116.84' Inflow=136.78 cfs 9.207 af

24.0" x 450.0' Culvert Outflow=136.78 cfs 9.207 af

Pond 5P: Sed Pond 4

Peak Elev=1,935.68' Storage=134,115 cf Inflow=136.78 cfs 9.207 af

18.0" x 120.0' Culvert Outflow=51.55 cfs 0.699 af

Pond 6P: Sed Pond 8

Peak Elev=458.56' Storage=9,621 cf Inflow=51.55 cfs 0.699 af

48.0" x 400.0' Culvert Outflow=41.50 cfs 0.695 af

Pond 7P: Needed Storage

Peak Elev=440.23' Storage=0.695 af Inflow=41.50 cfs 0.695 af

Outflow=0.00 cfs 0.000 af

Total Runoff Area = 25.340 ac Runoff Volume = 9.226 af Average Runoff Depth = 4.37"

Sonoma Compost

Prepared by SCS Engineers

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Type II 24-hr Rainfall=5.00"

Page 3

5/7/2013

Subcatchment 1S: South Compost

Runoff = 106.08 cfs @ 12.02 hrs, Volume= 6.517 af, Depth= 4.37"

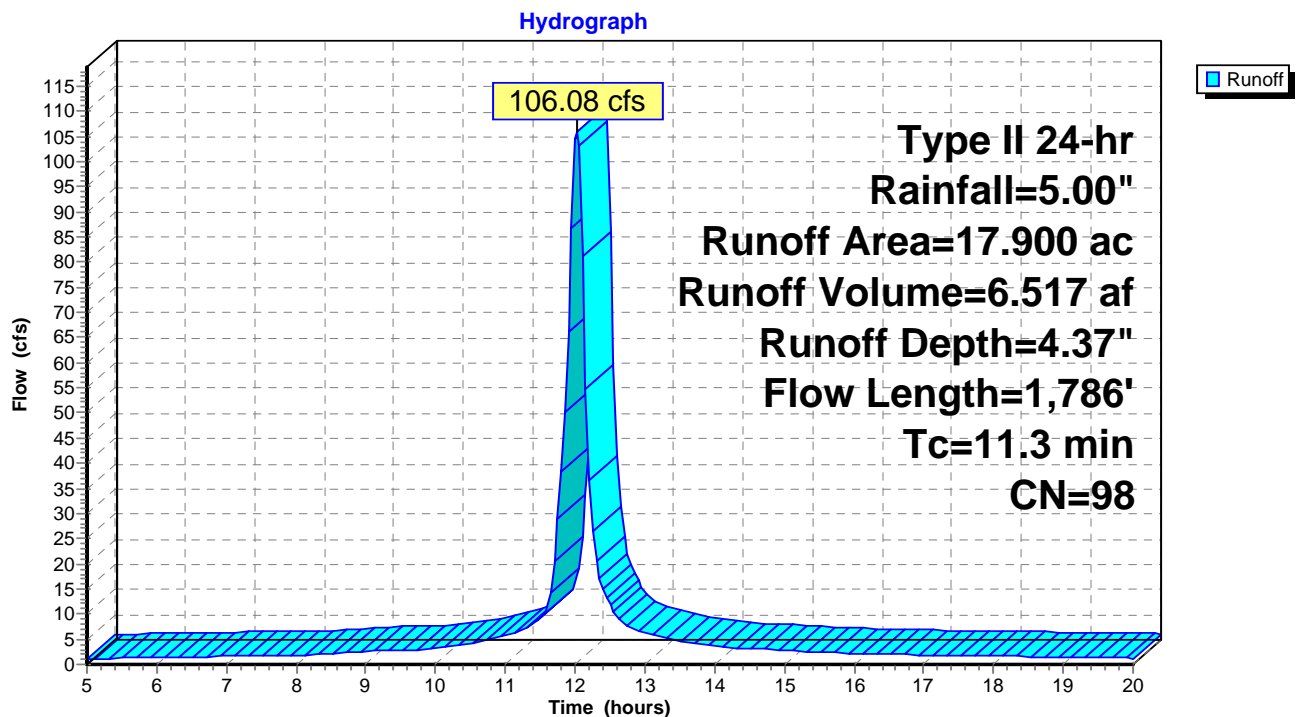
Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Type II 24-hr Rainfall=5.00"

Area (ac)	CN	Description
17.900	98	Paved parking & roofs

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.3	1,786	0.0450	2.6		Lag/CN Method,

Subcatchment 1S: South Compost



Sonoma Compost

Prepared by SCS Engineers

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Type II 24-hr Rainfall=5.00"

Page 4

5/7/2013

Subcatchment 2S: North Compost

Runoff = 46.21 cfs @ 12.01 hrs, Volume= 2.709 af, Depth= 4.37"

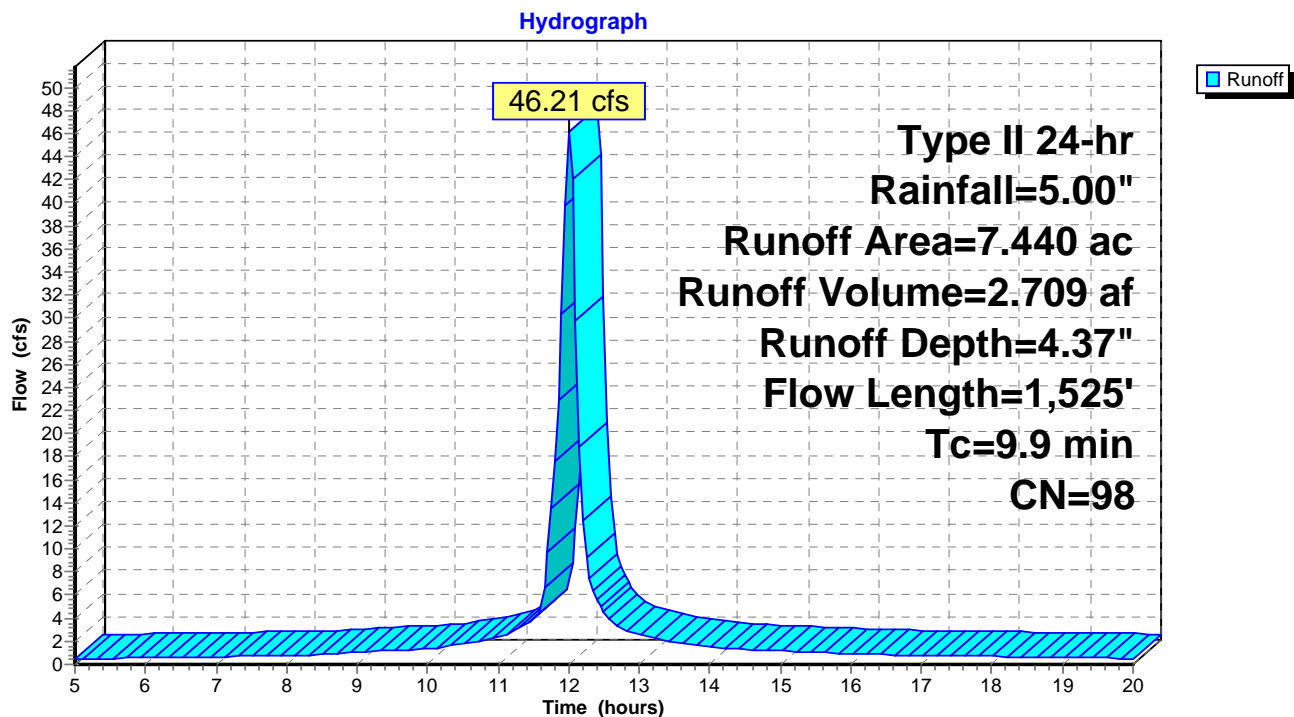
Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Type II 24-hr Rainfall=5.00"

Area (ac)	CN	Description
7.440	98	Paved parking & roofs

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.9	1,525	0.0450	2.6		Lag/CN Method, North Tc

Subcatchment 2S: North Compost



Reach 3R: South Ditch

[82] Warning: Early inflow requires earlier time span

Inflow Area = 17.900 ac, Inflow Depth = 4.37"
Inflow = 106.08 cfs @ 12.02 hrs, Volume= 6.517 af
Outflow = 100.96 cfs @ 12.09 hrs, Volume= 6.498 af, Atten= 5%, Lag= 4.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 9.5 fps, Min. Travel Time= 2.5 min

Avg. Velocity= 3.9 fps, Avg. Travel Time= 6.0 min

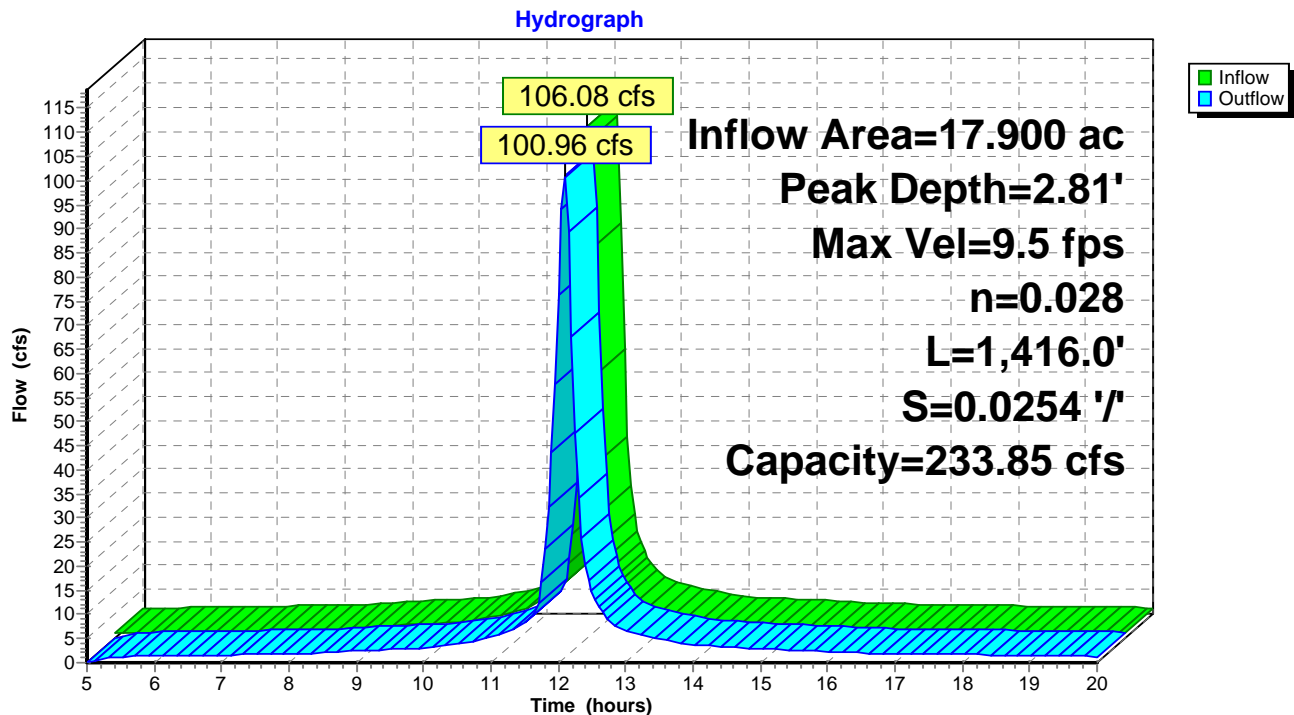
Peak Depth= 2.81' @ 12.05 hrs

Capacity at bank full= 233.85 cfs

Inlet Invert= 516.00', Outlet Invert= 480.00'

1.00' x 4.00' deep channel, n= 0.028 Length= 1,416.0' Slope= 0.0254 '/'

Side Slope Z-value= 1.0 '/'

Reach 3R: South Ditch

Pond 4P: Small Pond

[82] Warning: Early inflow requires earlier time span

[57] Hint: Peaked at 1,116.84' (Flood elevation advised)

[63] Warning: Exceeded Reach 3R inflow depth by 595.01' @ 12.05 hrs

Inflow Area = 25.340 ac, Inflow Depth = 4.36"
 Inflow = 136.78 cfs @ 12.06 hrs, Volume= 9.207 af
 Outflow = 136.78 cfs @ 12.06 hrs, Volume= 9.207 af, Atten= 0%, Lag= 0.0 min
 Primary = 136.78 cfs @ 12.06 hrs, Volume= 9.207 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 1,116.84' @ 12.06 hrs

Plug-Flow detention time= (not calculated: outflow precedes inflow)

Center-of-Mass det. time= (not calculated)

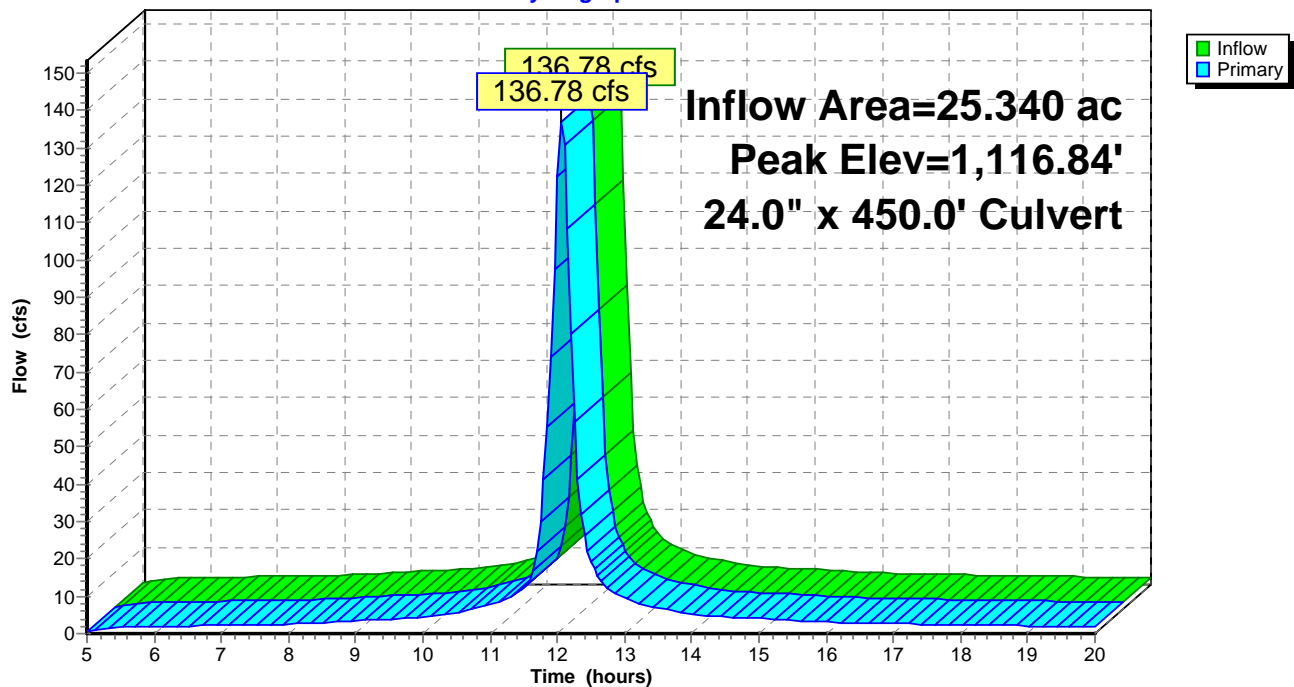
#	Routing	Invert	Outlet Devices
1	Primary	480.00'	24.0" x 450.0' long Culvert Ke= 0.200 Outlet Invert= 470.00' S= 0.0222 '/' n= 0.025 Cc= 0.900

Primary OutFlow Max=135.18 cfs @ 12.06 hrs HW=1,102.84' (Free Discharge)

↑1=Culvert (Barrel Controls 135.18 cfs @ 43.0 fps)

Pond 4P: Small Pond

Hydrograph



Sonoma Compost

Prepared by SCS Engineers

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Type II 24-hr Rainfall=5.00"

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5/7/2013

Pond 5P: Sed Pond 4

[82] Warning: Early inflow requires earlier time span

[93] Warning: Storage range exceeded by 1,465.68'

[81] Warning: Exceeded Pond 4P by 1,099.51' @ 19.95 hrs

Inflow Area = 25.340 ac, Inflow Depth = 4.36"
 Inflow = 136.78 cfs @ 12.06 hrs, Volume= 9.207 af
 Outflow = 51.55 cfs @ 12.06 hrs, Volume= 0.699 af, Atten= 62%, Lag= 0.0 min
 Primary = 51.55 cfs @ 12.06 hrs, Volume= 0.699 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs / 4

Peak Elev= 1,935.68' @ 12.06 hrs Surf.Area= 20,800 sf Storage= 134,115 cf

Plug-Flow detention time= 293.2 min calculated for 0.699 af (8% of inflow)

Center-of-Mass det. time= (not calculated: outflow precedes inflow)

#	Invert	Avail.Storage	Storage Description
1	460.00'	134,115 cf	Custom Stage Data (Prismatic) Listed below

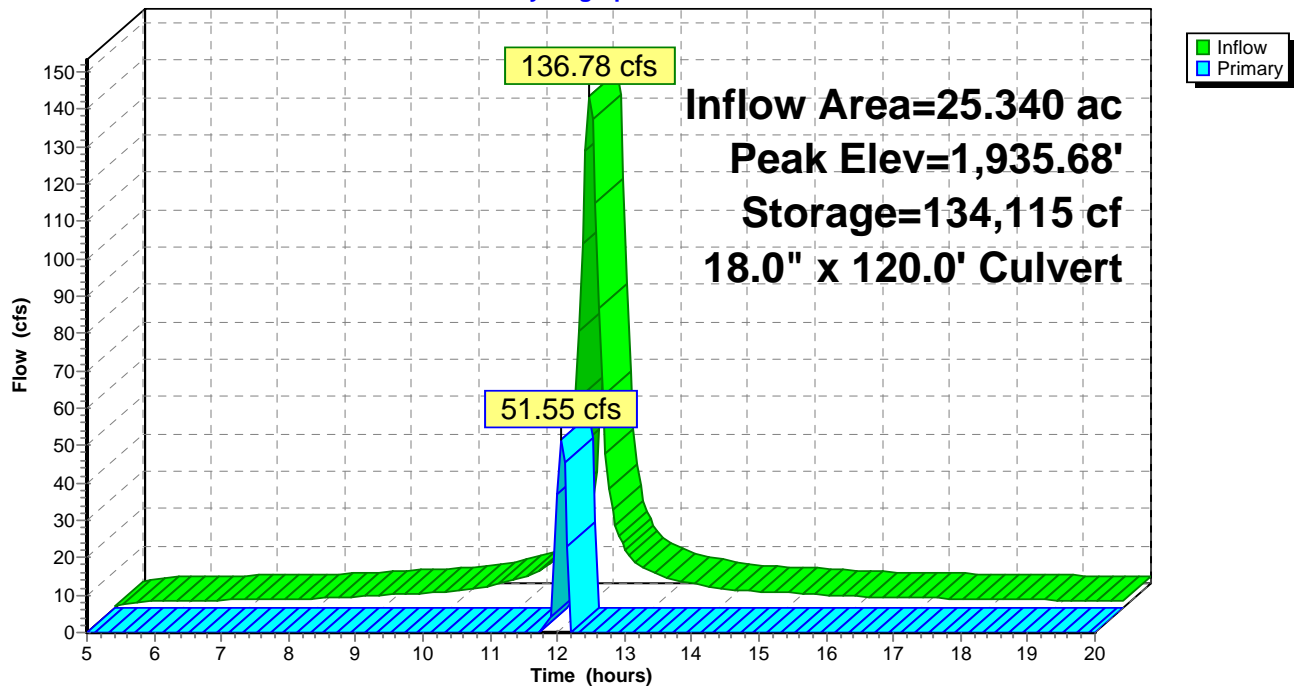
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
460.00	6,000	0	0
465.00	13,570	48,925	48,925
466.00	14,830	14,200	63,125
468.00	17,680	32,510	95,635
470.00	20,800	38,480	134,115

#	Routing	Invert	Outlet Devices
1	Primary	470.00'	18.0" x 120.0' long Culvert Ke= 0.200 Outlet Invert= 465.00' S= 0.0417 '/' n= 0.025 Cc= 0.900

Primary OutFlow Max=178.08 cfs @ 12.06 hrs HW=1,935.54' (Free Discharge)↑**1=Culvert** (Barrel Controls 178.08 cfs @ 100.8 fps)

Pond 5P: Sed Pond 4

Hydrograph



Sonoma Compost

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Type II 24-hr Rainfall=5.00"

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5/7/2013

Pond 6P: Sed Pond 8

Inflow Area = 25.340 ac, Inflow Depth = 0.33"
 Inflow = 51.55 cfs @ 12.06 hrs, Volume= 0.699 af
 Outflow = 41.50 cfs @ 12.11 hrs, Volume= 0.695 af, Atten= 20%, Lag= 2.8 min
 Primary = 41.50 cfs @ 12.11 hrs, Volume= 0.695 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs / 2
 Peak Elev= 458.56' @ 12.11 hrs Surf.Area= 5,342 sf Storage= 9,621 cf
 Plug-Flow detention time= 5.7 min calculated for 0.693 af (99% of inflow)
 Center-of-Mass det. time= 6.5 min (730.1 - 723.5)

#	Invert	Avail.Storage	Storage Description
1	456.00'	76,115 cf	Custom Stage Data (Prismatic) Listed below

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
456.00	2,000	0	0
458.00	4,100	6,100	6,100
460.00	8,570	12,670	18,770
462.00	10,690	19,260	38,030
465.00	14,700	38,085	76,115

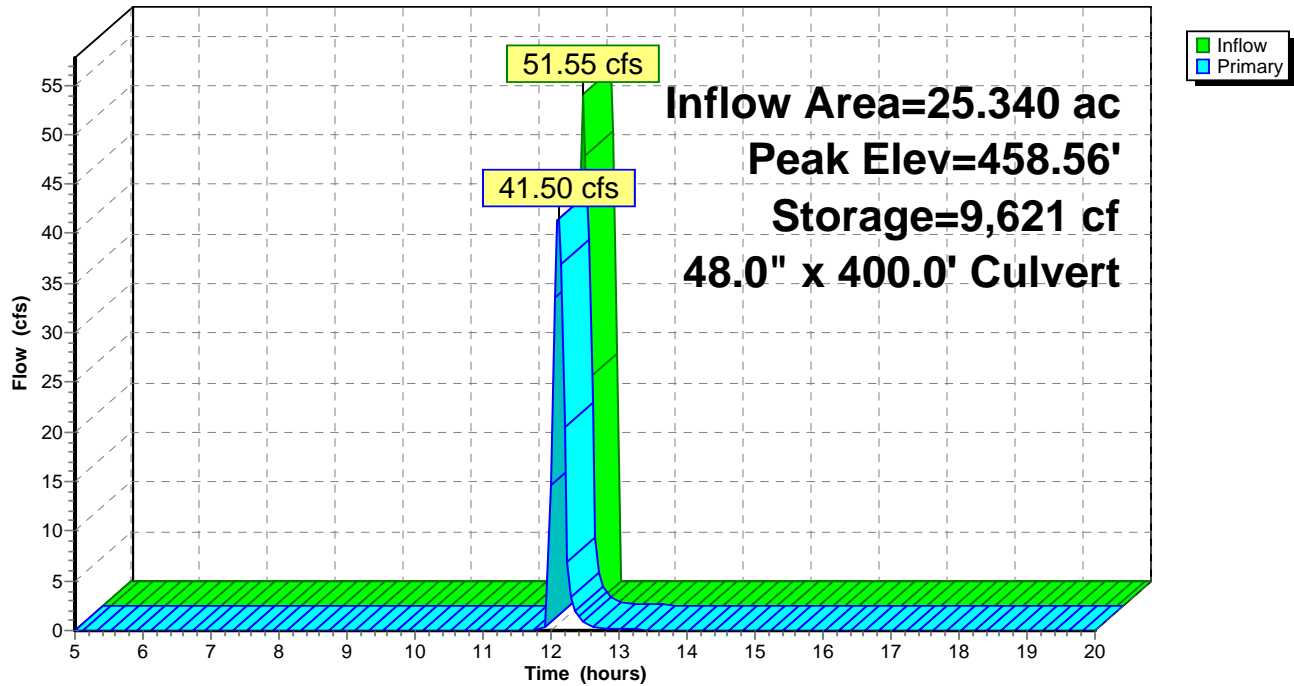
#	Routing	Invert	Outlet Devices
1	Primary	456.00'	48.0" x 400.0' long Culvert Ke= 0.200 Outlet Invert= 450.00' S= 0.0150 '/' n= 0.025 Cc= 0.900

Primary OutFlow Max=40.77 cfs @ 12.11 hrs HW=458.53' (Free Discharge)

↑**1=Culvert** (Barrel Controls 40.77 cfs @ 6.9 fps)

Pond 6P: Sed Pond 8

Hydrograph



Sonoma Compost

Prepared by SCS Engineers

HydroCAD® 7.00 s/n 003083 © 1986-2003 Applied Microcomputer Systems

Type II 24-hr Rainfall=5.00"

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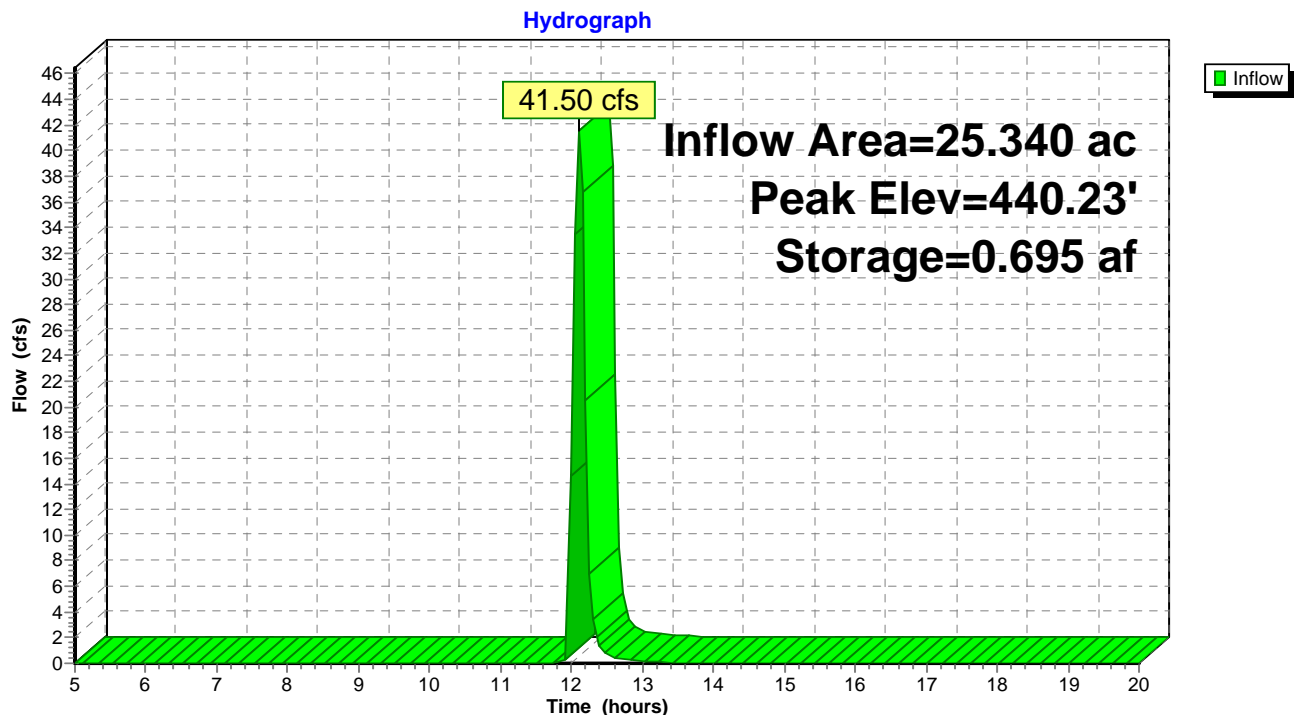
5/7/2013

Pond 7P: Needed Storage

Inflow Area = 25.340 ac, Inflow Depth = 0.33"
Inflow = 41.50 cfs @ 12.11 hrs, Volume= 0.695 af
Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 440.23' @ 20.00 hrs Surf.Area= 2.093 ac Storage= 0.695 af
Plug-Flow detention time= (not calculated)
Center-of-Mass det. time= (not calculated)

#	Invert	Avail.Storage	Storage Description
1	440.00'	40.000 af	Custom Stage Data (Prismatic) Listed below
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
440.00	2.000	0.000	0.000
445.00	4.000	15.000	15.000
450.00	6.000	25.000	40.000

Pond 7P: Needed Storage

Appendix B

Alpha Analytical Laboratories, Inc. – Laboratory Report
#13A0283 dated January 18, 2013



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267

Satellite Laboratory: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

ELAP Certificate Numbers 1551 and 2728

18 January 2013

Central Landfill

Attn: Glenn Morelli

500 Mecham Rd.

Petaluma, CA 94952

RE: Compost Monitoring

Work Order: 13A0283

Enclosed are the results of analyses for samples received by the laboratory on 01/07/13 16:45. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Project Manager



Alpha Analytical Laboratories Inc.

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CHEMICAL EXAMINATION REPORT

Page 1 of 9

Central Landfill
500 Meham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

Order Number
13A0283

Receipt Date/Time
01/07/2013 16:45

Client Code
SCCLPAC

Client PO/Reference

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
Ditch	13A0283-01	Water	01/07/13 12:30	01/07/13 16:45
SW-3	13A0283-02	Water	01/07/13 13:00	01/07/13 16:45
SW-6	13A0283-03	Water	01/07/13 11:35	01/07/13 16:45

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Laboratory Director

1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 2 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
13A0283	01/07/2013 16:45	SCCLPAC	

Alpha Analytical Laboratories, Inc.

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
Ditch (13A0283-01)			Sample Type: Water		Sampled: 01/07/13 12:30			
Conventional Chemistry Parameters by APHA/EPA Methods								
Ammonia as N Unionized	SFBRWQCP	AA31130	01/11/13 14:55	01/17/13 08:31	1	ND mg/l	0.020	
Biochemical Oxygen Demand	SM5210B	AA30912	01/09/13 08:06	01/14/13 11:53	"	4.0 "	2.0	
Nitrite as N	SM4500-NO2 B	AA30915	01/09/13 07:42	01/09/13 11:12	"	0.034 "	0.010	
Orthophosphate as P	SM4500-P E	AA30909	01/09/13 09:10	01/09/13 10:32	"	ND "	0.020	
pH	SM4500-H+ B	AA30720	01/08/13 08:38	01/08/13 17:00	"	7.76 pH Units	1.68	T-14
Phosphate, Total	SM4500-P E	AA31104	01/11/13 08:10	01/11/13 11:29	"	ND mg/l	0.10	
Specific Conductance (EC)	EPA 120.1	AA30720	01/08/13 08:38	01/08/13 17:00	"	250 umhos/cm	1.0	
Total Dissolved Solids	SM2540C	AA30911	01/09/13 09:15	01/14/13 13:30	"	170 mg/l	5.0	
Volatile Suspended Solids	EPA 160.4	AA30824	01/08/13 08:02	01/15/13 10:37	"	ND "	1.0	
Ammonia as NH3	SM4500C	AA31117	01/16/13 10:08	01/16/13 11:20	"	0.21 "	0.20	
Total Kjeldahl Nitrogen	SM4500-No B	AA30718	01/09/13 07:21	01/09/13 13:43	"	0.42 "	0.40	
Total Nitrogen	SM4500N	AA31516	01/15/13 06:00	01/18/13 12:42	"	4.6 "	0.50	
Anions by EPA Method 300.0								
Nitrate as N	EPA 300.0	AA30827	01/08/13 08:40	01/08/13 14:48	1	4.1 mg/l	0.20	
SW-3 (13A0283-02)			Sample Type: Water		Sampled: 01/07/13 13:00			
Conventional Chemistry Parameters by APHA/EPA Methods								
Ammonia as N Unionized	SFBRWQCP	AA31130	01/11/13 14:55	01/17/13 08:31	1	0.33 mg/l	0.020	
Biochemical Oxygen Demand	SM5210B	AA30912	01/09/13 08:06	01/14/13 11:53	"	>796 "	2.0	BOD-4
Nitrite as N	SM4500-NO2 B	AA30915	01/09/13 07:42	01/09/13 11:12	"	ND "	0.010	
Orthophosphate as P	SM4500-P E	AA30909	01/09/13 09:10	01/09/13 10:32	50	9.6 "	1.0	
pH	SM4500-H+ B	AA30720	01/08/13 08:38	01/08/13 17:00	1	7.56 pH Units	1.68	T-14
Phosphate, Total	SM4500-P E	AA31104	01/11/13 08:10	01/11/13 11:29	5	44 mg/l	5.0	
Specific Conductance (EC)	EPA 120.1	AA30720	01/08/13 08:38	01/08/13 17:00	1	3600 umhos/cm	1.0	
Total Dissolved Solids	SM2540C	AA30911	01/09/13 09:15	01/14/13 13:30	"	3600 mg/l	5.0	
Volatile Suspended Solids	EPA 160.4	AA30824	01/08/13 08:02	01/15/13 10:37	"	200 "	1.0	
Ammonia as NH3	SM4500C	AA31117	01/16/13 10:08	01/16/13 11:20	"	83 "	0.20	
Total Kjeldahl Nitrogen	SM4500-No B	AA30718	01/09/13 07:21	01/10/13 14:46	"	110 "	0.40	
Total Nitrogen	SM4500N	AA31516	01/15/13 06:00	01/18/13 12:42	"	110 "	0.50	

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Bruce Gove
Laboratory Director

1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 3 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
13A0283	01/07/2013 16:45	SCCLPAC	

Alpha Analytical Laboratories, Inc.

	METHOD	BATCH	PREPARED	ANALYZED	DILUTION	RESULT	PQL	NOTE
SW-3 (13A0283-02)			Sample Type: Water		Sampled: 01/07/13 13:00			
Anions by EPA Method 300.0								
Nitrate as N	EPA 300.0	AA30827	01/08/13 08:40	01/09/13 08:24	1	ND mg/l	0.20	
SW-6 (13A0283-03)			Sample Type: Water		Sampled: 01/07/13 11:35			
Conventional Chemistry Parameters by APHA/EPA Methods								
Ammonia as N Unionized	SFBRWQCP	AA31130	01/11/13 14:55	01/17/13 08:31	1	0.021 mg/l	0.020	
Biochemical Oxygen Demand	SM5210B	AA30912	01/09/13 08:06	01/14/13 11:53		42 "	2.0	
Nitrite as N	SM4500-NO2 B	AA30915	01/09/13 07:42	01/09/13 11:12		ND	0.010	
Orthophosphate as P	SM4500-P E	AA30909	01/09/13 09:10	01/09/13 10:32	10	1.3 "	0.20	
pH	SM4500-H+ B	AA30720	01/08/13 08:38	01/08/13 17:00	1	7.52 pH Units	1.68	T-14
Phosphate, Total	SM4500-P E	AA31104	01/11/13 08:10	01/11/13 11:29	10	6.4 mg/l	1.0	
Specific Conductance (EC)	EPA 120.1	AA30720	01/08/13 08:38	01/08/13 17:00	1	740 umhos/cm	1.0	
Total Dissolved Solids	SM2540C	AA30911	01/09/13 09:15	01/14/13 13:30		580 mg/l	5.0	
Volatile Suspended Solids	EPA 160.4	AA30824	01/08/13 08:02	01/15/13 10:37		37 "	1.0	
Ammonia as NH3	SM4500C	AA31117	01/16/13 10:08	01/16/13 11:20		2.8 "	0.20	
Total Kjeldahl Nitrogen	SM4500-No B	AA30718	01/09/13 07:21	01/11/13 14:46		14 "	0.40	
Total Nitrogen	SM4500N	AA31516	01/15/13 06:00	01/18/13 12:42		14 "	0.50	
Anions by EPA Method 300.0								
Nitrate as N	EPA 300.0	AA30827	01/08/13 08:40	01/09/13 08:39	1	ND mg/l	0.20	

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Laboratory Director

1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 4 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
13A0283	01/07/2013 16:45	SCCLPAC	

Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
Batch AA30718 - General Prep										
LCS (AA30718-BS1)				Prepared: 01/07/13 Analyzed: 01/09/13						
Total Kjeldahl Nitrogen	56.0	0.40	mg/l	56.6		99.0	80-120			
LCS Dup (AA30718-BSD1)				Prepared: 01/07/13 Analyzed: 01/09/13						
Total Kjeldahl Nitrogen	54.6	0.40	mg/l	56.6		96.5	80-120	2.53	20	
Batch AA30824 - General Preparation										
Blank (AA30824-BLK1)				Prepared: 01/08/13 Analyzed: 01/15/13						
Volatile Suspended Solids	ND	1.0	mg/l							
Duplicate (AA30824-DUP1)				Source: 13A0283-02		Prepared: 01/08/13 Analyzed: 01/15/13				
Volatile Suspended Solids	205	1.0	mg/l		200			2.47	30	
Batch AA30909 - General Prep										
Blank (AA30909-BLK1)				Prepared & Analyzed: 01/09/13						
Orthophosphate as P	ND	0.020	mg/l							
LCS (AA30909-BS1)				Prepared & Analyzed: 01/09/13						
Orthophosphate as P	0.194	0.020	mg/l	0.200		97.1	85-115			
Duplicate (AA30909-DUP1)				Source: 13A0283-01		Prepared & Analyzed: 01/09/13				
Orthophosphate as P	0.0140	0.020	mg/l		ND				20	
Matrix Spike (AA30909-MS1)				Prepared & Analyzed: 01/09/13						
Orthophosphate as P	0.201	0.020	mg/l	0.200	ND	92.6	70-130			

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1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 5 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
13A0283	01/07/2013 16:45	SCCLPAC	

Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
Batch AA30909 - General Prep										
Matrix Spike Dup (AA30909-MSD1)				Source: 13A0283-01		Prepared & Analyzed: 01/09/13				
Orthophosphate as P	0.202	0.020	mg/l	0.200	ND	93.3	70-130	0.636	20	
Batch AA30911 - General Preparation										
Blank (AA30911-BLK1)				Prepared: 01/09/13 Analyzed: 01/14/13						
Total Dissolved Solids	ND	5.0	mg/l							
Duplicate (AA30911-DUP1)				Source: 13A0267-01		Prepared: 01/09/13 Analyzed: 01/14/13				
Total Dissolved Solids	1110	5.0	mg/l		984			11.9	30	
Duplicate (AA30911-DUP2)				Source: 13A0281-04		Prepared: 01/09/13 Analyzed: 01/14/13				
Total Dissolved Solids	260	5.0	mg/l		275			5.61	30	
Batch AA30912 - General Preparation										
Blank (AA30912-BLK1)				Prepared: 01/09/13 Analyzed: 01/14/13						
Biochemical Oxygen Demand	ND	2.0	mg/l							
Blank (AA30912-BLK2)				Prepared: 01/09/13 Analyzed: 01/14/13						
Biochemical Oxygen Demand	ND	2.0	mg/l							
LCS (AA30912-BS1)				Prepared: 01/09/13 Analyzed: 01/14/13						
Biochemical Oxygen Demand	216	2.0	mg/l	200		108	84-115			
LCS Dup (AA30912-BSD1)				Prepared: 01/09/13 Analyzed: 01/14/13						
Biochemical Oxygen Demand	215	2.0	mg/l	200		108	84-115	0.464	20	

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Laboratory Director

1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 6 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

Order Number	Receipt Date/Time	Client Code	Client PO/Reference
13A0283	01/07/2013 16:45	SCCLPAC	

Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
Batch AA30915 - General Preparation										
Blank (AA30915-BLK1)				Prepared & Analyzed: 01/09/13						
Nitrite as N	ND	0.010	mg/l							
LCS (AA30915-BS1)				Prepared & Analyzed: 01/09/13						
Nitrite as N	0.0386	0.010	mg/l	0.0400		96.5	85-115			
LCS Dup (AA30915-BSD1)				Prepared & Analyzed: 01/09/13						
Nitrite as N	0.0391	0.010	mg/l	0.0400		97.8	85-115	1.29	20	
Duplicate (AA30915-DUP1)				Source: 13A0277-04		Prepared & Analyzed: 01/09/13				
Nitrite as N	0.00230	0.010	mg/l		ND				20	
Matrix Spike (AA30915-MS1)				Source: 13A0277-04		Prepared & Analyzed: 01/09/13				
Nitrite as N	0.0415	0.010	mg/l	0.0400	ND	98.0	85-115			
Matrix Spike Dup (AA30915-MSD1)				Source: 13A0277-04		Prepared & Analyzed: 01/09/13				
Nitrite as N	0.0413	0.010	mg/l	0.0400	ND	97.5	85-115	0.483	20	
Batch AA31104 - General Prep										
Blank (AA31104-BLK1)				Prepared & Analyzed: 01/11/13						
Phosphate, Total	ND	0.10	mg/l							
LCS (AA31104-BS1)				Prepared & Analyzed: 01/11/13						
Phosphate, Total	0.565	0.10	mg/l	0.600		94.1	85-115			
Duplicate (AA31104-DUP1)				Source: 13A0283-01		Prepared & Analyzed: 01/11/13				
Phosphate, Total	0.0768	0.10	mg/l		ND				20	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Bruce Gove
Laboratory Director

1/18/2013



Alpha Analytical Laboratories Inc.

e-mail: clientservices@alpha-labs.com

Corporate: 208 Mason St., Ukiah, CA 95482 • Phone: (707) 468-0401 • Fax: (707) 468-5267
Satellite Laboratory: 6398 Dougherty Rd., Suite 35, Dublin, CA 94568 • Phone: (925) 828-6226 • Fax: (925) 828-6309

CHEMICAL EXAMINATION REPORT

Page 7 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
13A0283	01/07/2013 16:45	SCCLPAC	

Conventional Chemistry Parameters by APHA/EPA Methods - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
Batch AA31104 - General Prep										
Matrix Spike (AA31104-MS1)		Source: 13A0283-01		Prepared & Analyzed: 01/11/13						
Phosphate, Total	0.645	0.10	mg/l	0.600	ND	94.1	70-130			
Matrix Spike Dup (AA31104-MSD1)		Source: 13A0283-01		Prepared & Analyzed: 01/11/13						
Phosphate, Total	0.653	0.10	mg/l	0.600	ND	95.4	70-130	1.18	20	
Batch AA31117 - General Preparation										
Blank (AA31117-BLK1)		Prepared & Analyzed: 01/11/13								
Ammonia as NH3	ND	0.20	mg/l							
LCS (AA31117-BS1)		Prepared & Analyzed: 01/11/13								
Ammonia as NH3	5.11	0.20	mg/l	4.88		105	90-110			
LCS Dup (AA31117-BSD1)		Prepared & Analyzed: 01/11/13								
Ammonia as NH3	4.58	0.20	mg/l	4.88		93.9	90-110	10.9	10	QL-04
Matrix Spike (AA31117-MS1)		Source: 13A0140-01		Prepared & Analyzed: 01/11/13						
Ammonia as NH3	12.6	0.20	mg/l	4.88	7.66	101	70-130			

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CHEMICAL EXAMINATION REPORT

Page 8 of 9

Central Landfill
500 Mechem Rd.
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Attn: Glenn Morelli

Report Date: 01/18/13 13:32
Project No: 040-6-3007
Project ID: Compost Monitoring

<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PQ/Reference</u>
13A0283	01/07/2013 16:45	SCCLPAC	

Anions by EPA Method 300.0 - Quality Control

Analyte(s)	Result	PQL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Flag
Batch AA30827 - General Preparation										
Blank (AA30827-BLK1)				Prepared & Analyzed: 01/08/13						
Nitrate as N	ND	0.20	mg/l							
LCS (AA30827-BS1)				Prepared & Analyzed: 01/08/13						
Nitrate as N	5.33	0.20	mg/l	5.56		96.0	90-110			
Duplicate (AA30827-DUP1)				Source: 13A0283-01 Prepared & Analyzed: 01/08/13						
Nitrate as N	4.16	0.20	mg/l		4.15			0.353	20	
Matrix Spike (AA30827-MS1)				Source: 13A0283-01 Prepared & Analyzed: 01/08/13						
Nitrate as N	9.39	1.0	mg/l	5.56	4.15	94.4	80-120			
Matrix Spike (AA30827-MS2)				Source: 13A0272-03 Prepared: 01/08/13 Analyzed: 01/09/13						
Nitrate as N	5.44	1.0	mg/l	5.56	ND	97.9	80-120			
Matrix Spike Dup (AA30827-MSD1)				Source: 13A0283-01 Prepared & Analyzed: 01/08/13						
Nitrate as N	9.35	1.0	mg/l	5.56	4.15	93.7	80-120	0.455	20	

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1/18/2013



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CHEMICAL EXAMINATION REPORT

Page 9 of 9

Central Landfill
500 Mecham Rd.
Petaluma, CA 94952
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Report Date: 01/18/13 13:32
Project No: 040-6-3007
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<u>Order Number</u>	<u>Receipt Date/Time</u>	<u>Client Code</u>	<u>Client PO/Reference</u>
13A0283	01/07/2013 16:45	SCCLPAC	

Notes and Definitions

> >796

BOD-4 Results are an estimate due to excessive oxygen depletion in all sample dilutions.

QL-04 The LCS/LCSD RPD for this analyte was outside of established control limits. Batch accepted based on acceptable recovery for both LCS/LCSD.

T-14 Residual chlorine, dissolved oxygen, and pH must be analyzed in the field to meet the EPA specified 15 minute hold time. Sample was received and analyzed outside of this window."

DET Analyte DETECTED

ND Analyte NOT DETECTED at or above the reporting limit

NR Not Reported

dry Sample results reported on a dry weight basis

RPD Relative Percent Difference

PQL Practical Quantitation Limit

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Bruce Gove
Laboratory Director

1/18/2013

*Refer to attached list(s) of parameters for analyses to be performed. Call Randy Hagen of Pacific GeoScience (707-829-3387) if you have questions.

Alpha**Analytical Laboratories, Inc.**

208 Mason Street, Ukiah, CA 707-468-0401

Analytical Request Form**Client:** Pacific GeoScience

Attn: Randy Hagen

Project: Sonoma Co.

Central Landfill

Page 1 of 3

LAB USE	Analysis	Preservative	Containers per Site
	Monthly Surface Water X 4		
	Speciated Alk, TDS, TSS, Setmat	None	1 - 1/2 gal Plastic
	NH3, Unionized NH-3**	H2SO4	1 - 1 quart Plastic
	**Need pH & Temp at time of sampling		
	Quarterly Surface Water X 4		
	Speciated Alk, TDS, TSS, Setmat,	None	2 - 1/2 gal Plastic
	SO4, CL, NO3-N, NO2-N		
	NH3, Unionized NH-3**, TKN	H2SO4	1 - 1/2 gal Plastic
	**Need pH & Temp at time of sampling		
	Annual Surface Water X 4 (November event)		
	Speciated Alk, TDS, TSS, Setmat,	None	2 - 1/2 gal Plastic
	SO4, CL, NO3-N, NO2-N, BOD		
	NH3, Unionized NH-3**, TKN, COD	H2SO4	1 - 1/2 gal Plastic
	**Need pH & Temp at time of sampling		
	CAM 17	HNO3	1 - 1 pint Plastic
	TOC	H3PO4	2 - 40 ml Amber VOAs
	Bioassay (Rainbow Trout; 36-hr hold)	None	2 - 2.5 gal Cubitainers
	Keep bioassay containers at room temperature - out of direct sun		
	Compost Monitoring X3		
	TDS, EC, pH, BOD, Tot-N, NO3-N,	None	2 - 1/2 gal Plastic
	NO2-N, Tot-PO4, Ortho-PO4,		
	Volatile Suspended Solids		
	NH3, NH3-unionized**, TKN	H2SO4	1 - 1/2 gallon Plastic
	**Need pH & Temp at time of sampling		
	Bioassay (Rainbow Trout) CW-8 only	None	2 - 2.5 gal Cubitainers
	(Annual - Oct. or Nov.) Keep bioassay containers at room temperature - out of direct sun		
	Waste Water (Annual - Oct.) X 1 (Composite) & Gray Water Tanks X 1 (Annual - Oct.)		
	EPA 624+MTBE (no headspace)	HCL	3 - 40 ml VOA Vials
	EPA 625	None	2 - 1L Amber Glass
	EPA 608	None	2 - 1L Amber Glass
	CAM 17 Metals - total	HNO3	1 - 1 pint Plastic
	BOD, TSS, TDS	None	2 - 1/2 gal Plastic
	TKN, Total Nitrogen, Total	H2SO4	1 - 1/2 gal Plastic
	Phosphorus		

Date:

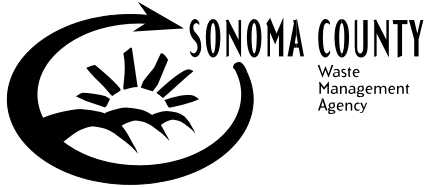
October 27, 2010

Number of sites to be sampled:

above

Items for Project Manager Review

LabNumber	Analysis	Analyte	Exception
	L Solids TDS 160.1	(Water)	Special Units: (mg/l) VERSION 6.07:2012
	L Ammonia as NH3	(Water)	Special Units: (mg/l)
	L AmmoniaN Unio	(Water)	Special Units: (mg/l)
	L BOD	(Water)	Special Units: (mg/l)
	L Conduct 120.1	(Water)	Special Units: (umhos/cm)
	L Geotracker	(Water)	Special Units: (NLI)
	L Nitrate N 300.0	(Water)	Special Units: (mg/l)
	L Nitrite N SM4500	(Water)	Special Units: (mg/l)
	L Nitrogen Tot Calc	(Water)	Special Units: (mg/l)
	L Orthophos SM4500	(Water)	Special Units: (mg/l) Default Report (not modified)
	L Phosphate Total SM4500	(Water)	Special Units: (mg/l)
13A0283-03	L pH SM4500		Sampled->Prepared > 0.01 days
	L Solids VSS-160.4	(Water)	Special Units: (mg/l)
	L TKN SM4500	(Water)	Special Units: (mg/l)
13A0283-01	L pH SM4500	pH	T-14: Residual chlorine, dissolved oxygen, and pH must be analyzed in the field to meet the EPA specified 15 minute hold time. Sample was received and analyzed outside of this window."
13A0283-02	L BOD	Biochemical Oxygen Demand	>: >796
13A0283-02	L BOD	Biochemical Oxygen Demand	BOD-4: Results are an estimate due to excessive oxygen depletion in all sample dilutions.
13A0283-02	L pH SM4500	pH	T-14: Residual chlorine, dissolved oxygen, and pH must be analyzed in the field to meet the EPA specified 15 minute hold time. Sample was received and analyzed outside of this window."
13A0283-03	L pH SM4500	pH	T-14: Residual chlorine, dissolved oxygen, and pH must be analyzed in the field to meet the EPA specified 15 minute hold time. Sample was received and analyzed outside of this window."
AA31117-BSD1	L Ammonia as NH3	Ammonia as NH3	QL-04: The LCS/LCSD RPD for this analyte was outside of established control limits. Batch accepted based on acceptable recovery for both LCS/LCSD.
AA31117-BSD1	L Ammonia as NH3	Ammonia as NH3	Exceeds RPD control limit
13A0283-01	L pH SM4500		Sampled->Prepared > 0.01 days
13A0283-02	L pH SM4500		Sampled->Prepared > 0.01 days
	L pH SM4500	(Water)	Special Units: (pH Units)



Agenda Item #: 7
Cost Center: HHW
Staff Contact: Mikus
Agenda Date: 5/15/2013

ITEM: HHW Site License Agreement

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (Agency) contracts with Clean Harbors Environmental Services (CHES) to operate the Toxics Facility located on the Central Landfill property for proper collection and disposal of Household Hazardous Waste (HHW). The current contract is a three-party agreement between Agency as permit holder/responsible entity, CHES as operator, and the County of Sonoma (County) as property owner. A new contracting arrangement is contemplated, with a "Site License" between the Agency and the County for use of the property, and a separate contract between the Agency and CHES for the HHW Toxics Facility operations. The license is presented for Board discussion and approval. The contract with CHES is a separate agenda item.

Joint Powers Agency Agreement: One of the Agency's primary responsibilities is to ensure the proper collection and disposal of HHW in Sonoma County. The Joint Powers Agreement contains a number of provisions regarding the SCWMA's role in dealing with HHW including the following:

"Section 7. Agency to Arrange for Operator and Equipment
...In Addition Agency will arrange for a hazardous household waste operator to perform a collection, recycling, and disposal services for Participants..."

"Section 8. Household Hazardous Waste Acceptance Area
Household hazardous waste will be received from the residents of Participants in a receiving area at the facility..."

This work is done via operation of a Toxics Facility located at the County's Central Disposal Site on Meham Road near Cotati and Petaluma. The Agency holds the operating permit while operations are conducted by a contractor, CHES. HHW materials are delivered to the site, then sorted and packaged for transport and delivery to facilities for proper disposal or recycling. In recent years the materials managed through the Toxics Facility and affiliated programs have exceeded 1.7 million pounds per year. This program is funded by the "Tip Fee Surcharge", currently set by the Agency Board at \$5.95 per ton and assessed on incoming trash. Approximately 80% of "Tip Fee Surcharge" annual revenue is used to support the HHW program.

II. DISCUSSION

Three Party Agreement for Composting Services: An Agreement between the County, the SCWMA, and our Contractor for HHW collection and disposal services (Agreement) was entered into on June 11, 2002. This Agreement fulfills part of the SCWMA's obligation to provide a regional HHW program via the Toxics Facility currently located at the Central Disposal Site. The Agreement also allows the County to meet its obligation to provide a site at Central for this program.

HHW Site License: In order to simplify our current arrangements, we have had discussions with the County to split the current Three Party Agreement into a "Site License" between the Agency and the County for use of the property, and a separate contract between the Agency and CHES for the HHW Toxics Facility operations. County and Agency staff have reached agreement on a HHW Site License

which is presented for the Board to discuss, and approve. The document is included as an attachment.

The HHW Site License is very similar in form and content with the Compost Site License that was approved at the Board's February 2013 meeting. The main difference, other than the splitting of the Site License separately from an operations contract, is the inclusion of payment for utilities which until now had been furnished at no cost by the County. With the County engaged in contracting for operations of the landfill property with a private contractor, which includes utilities, the free service will not continue.

III. FUNDING IMPACTS

We will be responsible for the cost of utilities, which are electricity and water. A very conservative estimate would be \$5,000 annually.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Approve the draft HHW Site License.

V. ATTACHMENTS

Draft HHW Site License

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

**LICENSE AGREEMENT
FOR USE OF COUNTY FACILITIES**

BETWEEN



COUNTY OF SONOMA

AND

SONOMA COUNTY WASTE MANAGEMENT AGENCY

FOR

HOUSEHOLD HAZARDOUS WASTE FACILITY PREMISES

LOCATED AT

SONOMA COUNTY CENTRAL LANDFILL

PETALUMA, CALIFORNIA

DATED: _____, 20____

LICENSE AGREEMENT FOR USE OF COUNTY FACILITIES

This Agreement ("Agreement"), made and entered into on May ___, 2013 ("Effective Date"), by and between the COUNTY OF SONOMA, a political subdivision of the State of California (hereinafter called the "County"), and the Sonoma County Waste Management Agency, a Joint Powers Agency (hereinafter called the "Licensee"). County and Licensee are sometimes collectively referred to herein as the "parties" and singularly, as "party."

R E C I T A L S

WHEREAS, County is the owner of certain real property located at 500 Meham Road, Petaluma, California ("Landfill Property"); and

WHEREAS, the County and the cities entered into that certain Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) dated as of February 2, 1992 ("JPA Agreement"); and

WHEREAS, Section 5 of the JPA Agreement states in part: "Provided that all regulatory requirements of Federal and State agencies are first met, the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site for the purpose of household hazardous waste collection and storage and for a wood and yard waste Treatment System...."; and

WHEREAS, pursuant to the JPA Agreement, Licensee currently uses approximately 40,000 square feet of the Landfill Property to operate the Household Hazardous Waste Facility (as defined in Section 6.1 below) as more particularly depicted on Exhibit A to this Operations Agreement ("Premises"); and

WHEREAS, County and Licensee wish to enter into an agreement in order to set forth the terms and conditions for Licensee's use of the Premises.

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

A G R E E M E N T

1. License. County hereby grants Licensee a license, subject to all the terms and conditions of this Agreement, to use the Premises.

2. Premises. By this Agreement, County does hereby license to Licensee, and Licensee does hereby take and hire from County:

(a) that certain real property consisting of 40,000 square feet on the Landfill Property and commonly known as the HHW Facility, said real property being depicted on Exhibit A ("the Premises"); and

(b) a non-exclusive right to use the access road to the HHW Facility;
and

(c) all improvements and fixtures located at the HHW Facility ("Improvements") which were constructed by County but for which Licensee is reimbursing County, as well as any Licensee additions to the improvements, but excluding any equipment or appliances owned by a third party such as Licensee's contractor.

3. Non-Exclusive License. The license herein granted is non-exclusive. County continues to maintain and control the Premises including, without limitation, leasing, sub-leasing and granting of additional licenses, provided, however, that any such leasing, subleasing or licensing shall not interfere with Licensee's operation and maintenance of the Premises.

4. Term/Termination

4.1 Commencement of Term. The term of this Agreement shall commence on the "Effective Date", and shall terminate upon termination of the JPA Agreement ("Expiration Date"), unless sooner terminated as provided for in this Agreement.

4.2 Licensee's Duty to Surrender. At the expiration or earlier termination of the term, Licensee shall surrender to County, in good condition and repair and consistent with Licensee's obligations under the JPA Agreement, the possession of the Premises. Notwithstanding the foregoing, no termination of this Agreement shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later. In addition, the parties acknowledge that the County shall have the right under Section 5 of the JPA Agreement to require Licensee to perform monitoring tests to examine the condition of the Premises to ensure the site is left in a completely clean condition.

4.3 Termination for Convenience. Licensee may terminate this Agreement upon 30 days' prior written notice to County.

5. Consideration. Pursuant to the JPA Agreement, County is providing the use of the Premises at no cost to Licensee.

6. Uses, Purposes

6.1 Permitted Uses. Licensee shall use and permit the use of the Premises for the purpose of HHW collection and storage.

6.2 Operational Requirements of Licensee. Licensee agrees throughout the term to abide by the following conditions and requirements:

6.2.1 Hazardous Materials.

(a) Licensee shall ensure that any Hazardous Materials that are used, kept, or are present in or on the Premises, and all uses thereof, are in full compliance with all Hazardous Materials Laws, which means all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders, including, but not limited to, the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 et seq.), the provisions of the HWCL related to small quantity Generators (Cal. Health & Safety Code §25218 et seq.), All regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 et seq.; the California Occupational Safety and Health Act (Cal. Labor Code §6300 et seq.); the Federal Occupational Safety and Health Act (29 U.S.C. §651 et seq.); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations).

(b) If Licensee breaches the obligations stated in subparagraph (a) or of this Section 6.2.1 or if the presence of Hazardous Materials on the Premises after the Effective Date results in contamination of the Premises, or if Hazardous Materials are otherwise discharged or released from the Premises during the term of this Agreement, then Licensee shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Agreement as a result of such breach, contamination, discharge, or release. This indemnification of County by Licensee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision, except County, because of Hazardous Materials present in, on or under the Premises and released or discharged during the term of this Agreement. Upon the termination of this Agreement, Licensee shall surrender the Premises to County free of any and all Hazardous Materials brought upon, kept or used in or about the Premises by Licensee or any subcontractor of Licensee. This indemnification shall survive the termination or expiration of this Agreement.

(c) For the purpose of this Section 6.2.1, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health & Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, or state environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

6.2.2 Compliance with Laws. Licensee shall comply with all Laws and Orders concerning the Premises or Licensee's use of the Premises. For purposes of this Agreement, the term "Laws and Orders" includes all federal, or California State agency laws, statutes, ordinances, permits, standards, rules, regulations, requirements, or orders now in force or hereafter enacted, promulgated, or issued. The term also includes government measures regulating or enforcing public access, occupational health, or safety standards for employers, employees, landlords or Licensees but does not include County adopted laws, statutes, ordinances, permits, standards, rules, regulations, requirements or orders unless included in this Agreement or currently existing and applicable to Licensee. Licensee shall not allow the Premises to be used for any improper, unlawful or objectionable purpose.

6.3 Reservations to County.

6.3.1 Easements, Rights-of-Way and Permits. County shall have the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over in, upon, through, across and along the Premises or any part, thereof, as will not interfere with Licensee's operations hereunder and to enter thereupon for any and all such purposes, County also reserves the right to grant easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises as County may elect as long as any easement, right-of-way or permit will not interfere with Licensee's operations. County will cause the surface of the Premises to be restored to its original condition upon the completion of any construction done pursuant to this Section. County agrees that any right set forth in this Section 6.3.1 shall not be exercised unless a prior written notice of ten (10) days is given to Licensee. However, if such right must be exercised by reason of emergency, County will give such notice in writing as soon as is possible under the existing circumstances.

6.3.2 Gate Fees. As of the Effective Date, there are no processing fees for HHW. Licensee shall provide County with 60 days advance written notice of its intention to charge any processing fees for HHW. County reserves the right to pass through additional costs and fees on all materials delivered to the County landfill

and transfer stations, including without limitation, a County concession payment on HHW should Licensee establish processing fees for HHW.

7. Records and Audits; Inspections of Premises.

7.1 Maintenance of Records. Licensee shall keep and maintain full and complete documentation and accounting records concerning this License. Licensee shall maintain the accounting records in conformity with generally accepted accounting principles.

7.2 Examination of Records. County shall have the right, at County's sole cost and expense, at any reasonable time and from time to time after giving 15 days prior written notice to Licensee, to do or cause to be done any or all of the following: to audit the records; to make abstracts from the records; and to make copies of any or all records. Licensee shall make all records specified in the notice available at the time specified in the notice, if reasonable, and at the place where the records are to be kept.

7.3 County's Right to Inspections. County shall have the right to enter upon the Premises at any and all times throughout the term of this License for the purpose of inspecting the same and posting any notices required or permitted under law.

8. Condition, Maintenance, Utilities, Repairs

8.1 Licensee's Duty to Maintain Premises. Throughout the term, Licensee shall, at Licensee's sole cost and expense, maintain the Premises, including all improvements and utilities, in good condition and repair and in accordance with all Laws and Orders. It is the specific, bargained-for intent of the parties that Licensee's maintenance and repair obligations shall be absolute and total, that County shall have no obligation or responsibility for such work, and that this provision has been specifically negotiated by the parties and the consideration for this License reflects this negotiation. With the exception of the access road, County shall not have any responsibility whatsoever to maintain the Premises

8.2 Utilities. Licensee shall bear the costs for all utilities furnished to the Premises at the rates of _____ per hour for electricity, _____ per (hour?) for water, and disposal of garbage at current rates, as revised from time to time. County will install meters for all utilities upon 24 hours notice to Licensee. Licensee will reimburse County for the costs of the meters.

8.3 Damage and Destruction. It is the intent of the parties that Licensee shall be responsible for the repair and restoration of the Premises, and any part thereof, in the event of any casualty, injury, damage, or destruction to the Premises or any part thereof, regardless of when it occurs during the term. No damages, compensation or

claim shall be payable by County for any inconvenience, any interruption or cessation of Licensee's business, or any annoyance, arising from any damage to or any destruction of all or any portion of the Premises unless damage is willful or intentional.

8.4 Equipment Installation and Operation. Licensee or Licensee's contractor shall install any equipment, at its sole cost and expense. Licensee's equipment shall be installed, operated and maintained in accordance with the highest standards now or hereafter generally employed for similar equipment. In the event the installation, operation or maintenance of said equipment causes any direct or indirect interference with the operation of County's facilities, equipment or the equipment of County's agents, tenants, or other governmental agencies, Licensee shall correct said interference, at its sole cost and expense, to the reasonable satisfaction of County. In the event said interference cannot be corrected, Licensee shall promptly remove said equipment.

9. Waste. Licensee shall not commit, suffer, or permit the commission by others of: (i) any waste on the Premises; (ii) any action or use of the Premises which interferes or conflicts with the use of the Premises by County or any authorized person unless expressly permitted; or (iii) any action on the Premises in violation of any Laws or Orders.

10. Financing. Licensee shall not encumber any interest Licensee may have in the Premises.

11. Extent of Grant of License. This License herein granted is valid only to the extent of County's jurisdiction as a land owner or tenant of the Premises. Acquisition of any other necessary permits or entitlements for use is the responsibility of Licensee. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY COUNTY.

12. Insurance; Indemnification

12.1 Duty to Maintain Insurance. Licensee shall meet all insurance requirements set forth in Exhibit B.

12.2 Indemnity by Licensee. Licensee will indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Licensee, arising out of or in connection with any of the following circumstances:

12.2.1 Use of Premises. Use of the Premises in any manner by Licensee, its agents, employees, invitees, sublicensees and contractors, and the agents, employees, patrons, contractors and invitees of Licensee's contractor, including any use of the Premises not allowed under this Agreement.

12.2.2 Breach by Licensee. Any breach by Licensee of the terms, covenants or conditions herein contained.

12.2.3 Other Activities. Any other activities of Licensee, its agents, employees and contractors, for activities under this Agreement, whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Licensee or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

12.3 Indemnity by County. County will indemnify, hold harmless and defend Licensee, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Licensee, arising out of County's operations on the remaining portions of the rest of the Landfill Property.

12.4 Liability for Loss or Damage to County Property. Licensee shall be liable to County for any loss or damage to the Premises arising from or in connection with Licensee's performance hereunder or any of Licensee's officers, agents, employees or contractors.

13. Nondiscrimination. In the performance of this License, Licensee shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, pregnancy, disability, or AIDs or HIV status, including without limitation, the County's Non-Discrimination Policy.

14. Provisions are Conditions of Use/Occupancy. Each provision of this License shall be deemed a condition of the right of Licensee to use or continue to occupy the Premises. If Licensee fails to comply with any Laws and Orders related to the Premises and Licensee's operations thereon, and does not correct such failure within 90 days of written notice from County, County may at its option terminate this License by written notice to Licensee; this right to terminate shall be cumulative to any other legal right or remedy available to County.

15. Licensee to Act in Independent Capacity. Licensee, its officers, agents, and employees shall act in an independent capacity and shall not represent themselves to be or be construed to be officers, agents, or employees of County.

16. License Not a Lease. This License does not constitute a lease, but constitutes a mere revocable license and Licensee is limited to the use of the Premises expressly and specifically described above. Excepting the access road to the Premises

and except as otherwise allowed under the JPA Agreement or licenses between County and Licensee, Licensee shall have no right or privilege in any respect whatsoever to use any other part of the Landfill Property of County for any purpose whatsoever. Licensee disclaims any interest that when coupled with the License herein granted would render it irrevocable.

17. Notices. All notices (including requests, demands, approvals, or other communications) under this License shall be in writing.

17.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:

- (a) When personally delivered to the recipient, notice is effective on delivery.
- (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
- (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
- (d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
- (e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt evidenced by fax confirmation as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

17.2 Refused, Unclaimed, or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

17.3 Addresses. Addresses for purposes of giving notice are set forth below:

COUNTY: County of Sonoma
Department of Transportation and Public Works
2300 County Center Drive, Suite ____
Santa Rosa, CA 95403

Attn: _____

LICENSEE: Sonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Attn: Henry Mikus, Executive Director

Any party may at any time change its address for notices by giving written notice of such change to the other party in the manner provided in this paragraph.

18. No Continuing Waiver. The waiver by County of any breach of any of the provisions of this License shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision of this License.

19. General Provisions. Licensee shall not either voluntarily or by operation of law assign, sublet, hypothecate or otherwise transfer Licensee's interest in this License without the prior written consent of County in each instance. A consent by County to one assignment, sublease, hypothecation or transfer shall not be construed as a consent to any subsequent assignment, sublease, hypothecation or transfer, or as releasing Licensee from any liability or obligation hereunder whether or not then accrued. Any assignment, sublease, hypothecation or transfer which is not in compliance with this section shall be void and shall, at the option of County, terminate this License.

20. Licensee's Duty to Remove Improvements.

At the expiration or sooner termination of this License, Licensee shall remove from the Premises all of its personal property. If it fails to do so, County may retain ownership of such personal property or dispose of it as County sees fit. Notwithstanding anything stated to the contrary in this License, County shall have the right to require Licensee to remove all such fixtures and improvements and return the Premises to the County in a completely clean condition as required under Section 5 of the JPA Agreement.

21. Miscellaneous Provisions

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

21.2 Amendments. This License may be modified in writing only, signed by the parties in interest at the time of the modification, and this sentence may not be modified or waived by any oral agreement, whether executed or unexecuted.

21.3 Binding Effect; Choice of Law. This License shall be binding upon and inure to the benefit of the parties, their personal representatives, successors, and assigns. This License shall be governed by the laws of the State of California and any action to enforce the terms of this License or for the breach thereof shall be brought and tried in the County of Sonoma.

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

21.5 Construction of License; Severability; Venue. To the extent allowed by law, the provisions in this License shall be construed and given effect in a manner that avoids any violation of statute, regulation, or law. County and Licensee agree that in the event any provision in this License is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this License. Licensee and County acknowledge that they have each contributed to the making of this License and that, in the event of a dispute over the interpretation of this License, the language of the License will not be construed against one party in favor of the other. Licensee and County further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this License.

21.6 Relationship. The parties intend by this License to establish the relationship of Licensor and Licensee only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Licensor and Licensee.

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

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

AGENCY/LICENSEE:

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM
FOR AGENCY:

Janet E. Coleson
Agency Counsel

APPROVED AS TO SUBSTANCE
FOR AGENCY:

Henry J. Mikus
Executive Director

County/Licensor: COUNTY OF SONOMA, a political
subdivision of the State of California

By: _____

APPROVED AS TO FORM
FOR COUNTY:

Sheryl L. Bratton
Assistant County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

Exhibit A

Depiction of 40,000 square feet HHW Parcel “Premises”
[ATTACH MAP]

DRAFT

Exhibit B

Licensee shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement, and
 - ii. Certificate of Insurance

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; the General Aggregate shall apply separately to each location.
- c. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- d. County of Sonoma shall be additional insureds for liability arising out the ownership, maintenance or use of that part of the premises licensed to Licensee (ISO endorsement CG 20 11 or equivalent).
- e. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- g. The policy shall cover inter-insured suits between County and Licensee and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and

ii. Certificate of Insurance.

3. Property Insurance for Business Personal Property and Licensees' Improvements *(Required only during the Post-Construction Period)*

- a. Property insurance on a "special form" or "all risks" basis.
- b. Minimum Limit: the full current combined replacement cost of Licensee's Business Personal Property and Licensee's improvements.
- c. The insurance shall apply on a replacement cost basis, without deduction for depreciation.
- d. Licensee shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention.
- e. Required Evidence of Insurance:
 - i. Certificate of Property Insurance or Evidence of Commercial Property Insurance.

4. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned autos. If Licensee currently owns no autos, Licensee agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall apply to hired and non-owned autos.
- d. Required Evidence of Insurance:
 - i. Certificate of Insurance

5. Licensees Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate;
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Licensee is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Licensee has a claim against the insurance or is named as a party in any action involving the County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. County of Sonoma, shall be additional insureds for liability arising out of operations by or on behalf of the Licensee in the performance of this agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work.

6. Standards for Insurance Companies

- a. Insurers shall have an A.M. Best's rating of at least A:VII.

7. Documentation

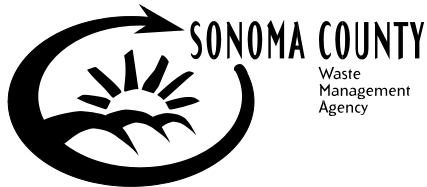
- a. The Certificate of Insurance must include the following reference: Central Landfill Household Hazardous Waste License Agreement.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Licensee agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma
Department of Transportation and Public Works
2300 County Center Drive, Suite ____
Santa Rosa, CA 95403
Attn: _____

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Licensee shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

8. Policy Obligations

Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements.



Agenda Item #: 8
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 5/15/2013

ITEM: HHW Agreement Extension

I. BACKGROUND

The County of Sonoma Board of Supervisors and Sonoma County Waste Management Agency (SCWMA) have had a three party Agreement with Clean Harbors Environmental Services, Inc., (Clean Harbors) to operate the Household Hazardous Waste Facility (HHWF) and accompanying mobile collection programs which was approved June 11, 2002.

Via discussions held at SCWMA Board meetings November 16, 2011, January 18, 2012, and March 21, 2012, it was decided to extend the contract with Clean Harbors through June 30, 2013, as a six month extension. This action resulted in the 9th Amendment to the Agreement.

At the March 20, 2013 Agency Board meeting, the FY 13-14 Draft Work Plan and Draft Budget were presented to the Board. The Work Plan was approved by the Board, with several specific decision points. In order to maintain cost levels and avoid a funding deficit, the Household Hazardous Waste contract is to be extended a year from July 1, 2013 through June 30, 2014. An additional benefit is that this will allow time for anticipated savings from the PaintCare program to be realized and applied to Household Hazardous Waste finances.

The PaintCare program was established as a result of Assembly Bill 1343, signed into law in 2010. This law required the paint manufacturers to develop a product stewardship program for left over or expired latex and oil based paint "program products". The costs associated with the transportation and disposal or recycling of Program Products will be covered by a pooled fund of fees charged to the consumer at the time new paint is purchased.

II. DISCUSSION

Although the current Household Hazardous Waste (HHW) Contract is a three-party Agreement between the County, SCWMA, and Clean Harbors, the previous staff report (Item #7 on the Agenda) discusses changing the current three-party Agreement arrangement to two separate agreements (a license for use of the property between the County and the Agency, and an operating contract between the Agency and its Contractor), similar to what was agreed on for the SCWMA's compost program.

Attached is the new two party Agreement between the SCWMA and Clean Harbors. All the terms and conditions remain the same as in the existing Agreement besides the changes shown below. Below are the sections where changes were made:

Agreement

The existing Agreement was changed from a three-party Agreement to a two-party Agreement. All references to the County of Sonoma were removed throughout the Agreement.

This Agreement is made and entered into this _____ day of _____, 2008, by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers Agency, and Clean Harbors Environmental Services Inc. ("Contractor"). Agency and

Contractor are sometimes collectively referred to as the "parties" and singularly, as "party". Unless otherwise stated, all terms shall have the meanings ascribed to them in Section 1 below.

Term of Agreement

1. Section 3 Term of Agreement

3.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2014.

Hours of Operation

This section was updated to show exact hours of operation and what services are performed during those times. There will be no change to services provided by updating this section.

2.3.2 Hours of Operation.

(a) Contractor shall provide services to Agency forty (40) hours weekly. Based on service needs and contract resources consistent with this Agreement, the number of hours of services rendered for any of the different program types may be adjusted during the contract term by mutual agreement of the parties memorialized in a written agreement signed by the Agency Executive Director. Unless otherwise approved in writing by the parties, the days and hours of operation shall be as follows:

Sunday	No services		
Monday	7:30 a.m. to 2:30 p.m.	No public services	Administrative
Tuesday	7:30 a.m. to 9:00 p.m.	Mobile Collection & Set-up	HHW/CESQG
Wednesday	7:30 p.m. to 2:30 p.m.	Door-to-Door/Load check	HHW/CESQG
Thursday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW
Friday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW
Saturday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW

Disposal Costs

Changes were made to this section to accommodate the PaintCare program. Clean Harbors has a separate agreement with PaintCare to receive reimbursement for costs associated with the transportation and disposal or recycling of Program Products. Language was added to this section so that the Agency would no longer be required to compensate Clean Harbors for those costs associated with the transportation and disposal or recycling of Program Products.

4. COMPENSATION FOR SERVICES.

4.2 Disposal Costs. In addition to the annual operations fee, Contractor shall be reimbursed for disposal costs of Hazardous Wastes at the unit prices set forth in Exhibit A. Agency will only pay Hazardous Wastes disposal costs for Hazardous Wastes that have been shipped, and for which a signed manifest has been returned or for which a valid billing of lading exists. Any program products, covered under the architectural paint recovery program codified by Public Resources Code 48700 and administered by PaintCare, shall not be reimbursed by Agency if Contractor is compensated through the architectural paint recovery program.

Attached is the Authorization Letter from the SCWMA to PaintCare authorizing PaintCare to contract directly with the SCWMA's HHW Contractor for the collection of post-consumer paint from the SCWMA's HHW program. The SCWMA still receives the required level of insurance and indemnification, through Clean Harbors. The only change is that the transportation, disposal, and recycling costs for Program Products shipped will be covered under the PaintCare program and will not be funded by the SCWMA.

With the rising costs of petroleum based products, Clean Harbors can no longer provide the five gallon containers, used in the latex recycling program at no cost to the SCWMA. In fiscal year 2011/2012, Clean Harbors paid an estimated \$13,000 for the latex containers. Clean Harbors has asked that a rate of \$8.00 per container be added to the new contract. It is expected that this cost will be passed on to PaintCare through the duration of the new contract with Clean Harbors. This cost is included in Exhibit A-1 in the new draft Agreement.

Pricing for two waste streams, Ultra Violet (UV) Bulbs and Broken Bulbs were added to the contract, for which there is no current pricing. Beginning July 1, 2013, UV bulbs will be invoiced at \$5.00/bulb and the crushed bulbs will be charged at \$525 for a 55 gallon drum. Both these waste streams are very low volume and will only be shipped periodically. This cost is included in Exhibit A-2, A-3, and H1 in the new draft Agreement.

III. FUNDING IMPACT

Currently Clean Harbors is paid approximately \$438,000 dollars a year as an operating fee and disposal fees are currently about \$680,000 annually. The approximate yearly total is \$1,118,000.

The budgeted amount for this Contractor in FY 12/13 is \$1,157,000. This amount is greater than the approximate yearly total because the budgeted amount includes a contingency to cover an increase in the volume of materials handled.

In Fiscal Year 2011/2012 the Agency spent \$221,120 on paint disposal costs. Only "program products" will be accepted for reimbursement under the PaintCare program. The yearly cost to the SCWMA to handle paint products, covered under the PaintCare program, is expected to be significantly reduced through a partnership with PaintCare. It is too soon to know the exact cost saving but staff will have a better idea in time for planning the next fiscal year budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Adopt Resolution to approve the Agreement between SCWMA and Clean Harbors Environmental Services Inc. and authorize the Chair to execute the Agreement on behalf of SCWMA.

V. ATTACHMENTS

Agreement for Operation of Household Hazardous Waste Programs
Resolution
SCWMA Municipal Authorization Letter to PaintCare
Clean Harbors Extension Letter

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

**OPERATION OF
HOUSEHOLD HAZARDOUS WASTE PROGRAMS
AGREEMENT BY AND BETWEEN
THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.**

MAY 15, 2013

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LIST OF EXHIBITS

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HOUSEHOLD HAZARDOUS WASTE OPERATIONS
AGREEMENT BY AND BETWEEN
THE SONOMA COUNTY WASTE MANAGEMENT AGENCY,
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. [Contractor]

This Agreement is made and entered into this _____ day of _____, 2013, by and between the Sonoma County Waste Management Agency ("Agency"), a joint powers Agency, and Clean Harbors Environmental Services, Inc. ("Contractor"). Agency and Contractor are sometimes collectively referred to as the "parties" and singularly, as "party". Unless otherwise stated, all terms shall have the meanings ascribed to them in Section 1 below.

R E C I T A L S

WHEREAS, Agency desires to collect hazardous waste, at the existing Household Hazardous Waste Facility ("HHW Facility") from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators ("CESQG"), Hazardous Waste Load Check Programs, and emergency response cleanups; and

WHEREAS, Agency is to administer the operation of the HHW Facility; and

WHEREAS, Agency desires to contract with a qualified, experienced Contractor to operate the HHW Facility and provide appropriate reuse, recycling and disposal of collected wastes; and

WHEREAS, Agency has selected Contractor through a competitive request for proposal process and found Contractor to be qualified and experienced in the processing and disposal of hazardous wastes; and

WHEREAS, Agency and Contractor desire to enter into this Agreement whereby Contractor shall perform hazardous waste processing and disposal services as described in this Agreement.

NOW, THEREFORE, Agency and Contractor do hereby agree as follows:

A G R E E M E N T

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below. Any term may be used in the plural or past tense.

"Agency". Agency shall mean the Sonoma County Waste Management Agency, a joint powers Agency comprised of the following members: County of Sonoma, City of Santa Rosa, City of Petaluma, City of Rohnert Park, City of Cotati, City of Healdsburg, City of Cloverdale, City of Sonoma, City of Sebastopol and Town of Windsor.

"Agency Representative". Agency Representative shall mean a person or persons assigned by the Agency to manage or oversee the Program.

CalRecycle. CalRecycle shall mean The California Department of Resources Recycling and Recovery.

"Central Landfill". Central Landfill shall mean the landfill located on 500 Mecham Road, west of Cotati, which is owned by the County.

"CESQG". CESQG shall mean a conditionally exempt small quantity Generator or commercial source which meets the criteria for conditionally exempt small quantity Generators as specified in Section 261.5 of Title 40 of the Code of Federal Regulations (Section 25218.1(a) of the California Health and Safety Code).

"Chemist". An individual with a Bachelors degree in chemistry or related science or a minimum of three years of field experience and appropriate training.

"Contractor". Contractor shall mean Clean Harbors Environmental Services, Inc.

"County". County shall mean the County of Sonoma, a political subdivision of the State of California.

"CUPA". The Central Unified Project Agency (CUPA) is the local regulatory agency responsible for regulating the HHW Facility and Mobile Program and enforcing all applicable regulations for the operation of the HHW Facility and Mobile Program collections.

"Director". Director shall mean the Agency's Executive Director.

"Door-to-Door Collection Service". Door-to-Door Collection Service shall mean service consisting of travel to specified location and pickup and hauling of HHW or CESQG waste to the HHW Facility.

"Door-to-Door Contractor". Agency may approve other contractors to collect Household Hazardous Waste and CESQG waste and deliver said waste to the HHW Facility. Such an approved contractor shall be called "Door-to-Door Contractor."

"DTSC". DTSC is the Department of Toxic Substances Control, the State regulatory agency for hazardous waste.

"Effective Date". Effective Date shall mean the date first written above.

"Emergency Response Agencies". Emergency Response Agencies shall mean agencies associated with the Agency or its member jurisdictions that respond to emergency Hazardous Waste incidents within Sonoma County.

"Emergency Response Waste". Emergency Response Wastes shall mean wastes delivered to the HHW Facility from Emergency Response Agencies for purposes of storage and/or disposal.

"HHW Facility". HHW Facility shall mean the Household Hazardous Waste processing facility to be located at the Central Landfill.

"Hazard Class". Hazard Class shall mean the category of hazard assigned to a hazardous material under the definitional criteria of part 178 of 49 C.F.R. Ch.1 and the provisions of the §172.101 Table in such subchapter.

"Hazardous Waste". Hazardous Waste shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as "hazardous" or "toxic" under any federal, state, local or administrative Agency ordinance or any regulation, order, rule or requirement adopted thereunder, or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if released into the environment, as well as any formaldehyde, polychlorinated biphenyl, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel or mixture thereof, radon,

asbestos, and "source," "special nuclear" and "by-product" material as defined in the Atomic Energy Act of 1985 (42 U.S.C. Section 3011 et seq.) and California's Hazardous Waste Control Law (HWCL).

"Hazardous Waste Load Check Program". Hazardous Waste Load Check Program shall mean the Hazardous Waste load checking program in operation at the Central Landfill and the transfer stations located in Sonoma County.

"HazCatting" or "HazCat". HazCatting shall mean the process by which the Hazard Class of unknown wastes are identified.

"Historical Clean-Outs". Historical Clean-outs are one time amnesty opportunities for businesses to clean-out accumulation of hazardous waste without incurring penalties or losing their CESQG status. Historical Clean-outs are limited to 1,000 kilograms. Historical Clean-outs can be requested in permit variances for CESQG door-to-door collection programs, but are not in addressed in law or regulation.

"Household Hazardous Waste". Household Hazardous Waste shall mean any Hazardous Waste generated incidental to owning or maintaining a place of residence. Household Hazardous Waste shall not include any waste generated in the course of operating a business concern at a residence.

"Generator". Generator shall mean the party responsible for any specified Hazardous Waste as defined below.

"Legal Requirements". Legal Requirements shall mean all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders, as may be amended from time to time, including, but not limited to, the California Hazardous Waste Control Law ("HWCL") (Cal. Health & Safety Code §25100 et seq.), the provisions of the HWCL related to small quantity Generators (Cal. Health & Safety Code §25218 et seq.), All regulations implementing the HWCL, including but not limited to: 22 C.C.R. §66001 et seq.; the California Occupational Safety and Health Act (Cal. Labor Code §6300 et seq.); the Federal Occupational Safety and Health Act (29 U.S.C. §651 et seq.); Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and all Department of Transportation Regulations relating to hazardous materials (Subtitle B, Chapter I, Subchapter C of Volume 49 of the Code of Federal Regulations).

"Mobile Program". Mobile Program shall mean a vehicle specially equipped to handle Household Hazardous Waste, in accordance with all Legal Requirements, collected at events held at Mobile Program Sites up to eighty (80) participants per event.

"Mobile Program Site(s)". Mobile Program Site shall mean the location of a temporary Hazardous Waste collection event that is operated in conjunction with the HHW Facility.

"PaintCare". PaintCare Inc. a non-profit (501(c)(3) organization, established by the American Coatings Association to implement California's Paint Stewardship Law.

"PBR Notification". A PBR Notification is a Permit-by-Rule Notification. Since a PBR Permit does not require an application and approval process by the State, a PBR Notification is accepted in lieu of an application to inform the State and CUPA that a facility is in operation. Each Mobile Program collection site also requires a PBR Notification.

"PBR Permit". A PBR permit is a Permit-by-Rule Permit required for HHW facilities under CCR, Title 22. Each Mobile Program collection site also requires a PBR Permit.

"Program". Program shall mean the Agency's Household Hazardous Waste program for the handling and processing of Household Hazardous Wastes and Hazardous Wastes received from Residents, CESQG's, the Door-to-Door Collection Services, the Hazardous Waste Load Check Programs and emergency response agencies.

"Resident". An individual or individuals that live in Sonoma County. For purposes of this Agreement, Resident implies an individual bring waste generated from personal use and not in the course of a business venture, even if the business venture is housed within the Resident's home.

"Reuse Waiver". A reuse waiver shall mean a waiver of liability specifically designed for use by the reuse program.

"Variance". A variance grants a permit holder special permission to operate outside the standard regulations set forth for a Permit within the limits set forth in the variance. Variances, for the purpose of this Agreement, are granted by DTSC and include, but are limited to, the Door-to-Door Collection Service variances and the CESQG transportation variance.

"TSDF". TSDF shall mean a treatment, storage or disposal facility that is permitted by the appropriate agencies to take and manage Hazardous Waste.

2. SCOPE OF SERVICES.

2.1 Contractor Performance.

2.1.1 Full Service Operation. In operating the Program, Contractor shall perform a full range of services which shall include, without limitation: sorting wastes, sorting for reuse, operating the reuse depot, packaging wastes, labeling and marking wastes, transporting and disposing of all Hazardous Wastes accepted through the HHW Program.

2.1.2 Unknown Materials. Contractor shall promptly respond to the processing of all unknown materials, including, without limitation, sampling, HazCatting analysis and categorization. The unknown materials, after being identified, shall then be incorporated into the appropriate waste streams for recycling and/or lab packing and disposal by Contractor.

2.1.3 Acceptance of Waste. Subject to exclusions set forth in Section 2.2.2 below, Contractor shall receive and manage Hazardous Waste generated by Residents and CESQG of Sonoma County, approved Door-to-Door Collection Service, Hazardous Waste Load Check Programs and Emergency Response Wastes.

2.1.4 Familiarity with CalEPA and US EPA Permitted Facilities. Contractor shall be informed on current costs, procedures, and analytical requirements for disposal of Hazardous Waste at approved CalEPA and US EPA permitted Hazardous Waste facilities utilized during the course of performing this contract.

2.1.5 Disposal of Materials. Contractor shall not dispose as hazardous any materials that can be managed as non-Hazardous Waste.

2.1.6 Efficient Use of Containers. Contractor shall work to decrease the actual number of containers sent for recycling or disposal by packing containers efficiently, Efficiency shall be measured by both the manner in which the waste is packed in a container as well as the size of container selected. Contractor shall pack as much waste in any one container as the container can hold within legal limits. The largest container appropriate for a waste category shall be used where sufficient volume exists. Contractor shall accumulate waste

as long as legally allowed in order to use the largest container appropriate for any waste category. Agency may specify the packing method for any waste category, and Agency may change the method during the course of this Agreement. As a general rule, any waste that may be bulked shall be bulked unless the Agency has specifically indicated otherwise. It is Agency's expectation that waste accepted from Hazardous Waste Load Check Program, Door-to-Door Collection Service, or the Mobile Program may frequently be accepted in partially full containers. Accepting waste in partially full containers is preferred to small containers. Partially full containers shall be packed with compatible waste accepted at the HHW Facility, thereby maximizing the container size, controlling recycling and disposal costs and limiting the need for repackaging. Contractor shall develop clear, simple, written guidelines for packaging and provide necessary hands-on training to Door-to-Door Collection Service personnel and field personnel so that repackaging is not required. Emergency Response Wastes shall not be packaged with wastes from other programs as Emergency Response Wastes are subject to different regulations.

2.2 Waste Management.

2.2.1 Hazardous Waste Management Methods. Agency will select the disposal method to be used for each waste category from options provided in Exhibit A. Agency may change disposal method at anytime by giving Contractor 24 hours prior written notice. Contractor shall package and transport Hazardous Wastes for final disposal in accordance with all applicable Legal Requirements.

2.2.2 Excluded Materials. Contractor shall not accept the following materials: 1) explosives with the exception of surface flares; 2) biological wastes, with the exception of syringes; 3) reactive wastes, unless listed on Exhibit A; and 4) radioactive materials. Contractor will install a Geiger counter to avoid accepting radioactive material. Should a household or business bring any of the aforementioned materials to the HHW Facility or Mobile Program, Contractor shall assess whether the participant is in any imminent danger from the material and if so, will inform the participant, evacuate the area if necessary and contact the appropriate emergency response agency or agencies. If no detectable imminent danger is present, Contractor may reject excluded materials. Contractor shall provide participant with information on the proper handling and disposal of the material. If Contractor accepts any of the aforementioned material inadvertently, Contractor shall notify Agency Representative and upon their direction, dispose of such waste using an approved subcontractor. Contractor shall make its best efforts to determine the source of the material and shall promptly inform Agency Representative of each such incident. Should a participant be rejected with waste, Contractor shall notify landfill gatehouse staff immediately to avoid potential illegal dumping.

2.2.3 Syringes. Contractor shall accept syringes and related wastes, e.g. pipettes lancets, swabs, empty medicine bottles. Contractor shall supply all appropriate containers and labeling materials. Contractor shall obtain all necessary permits and handle waste in accordance with all Legal Requirements.

2.2.4 HazCatting Unknowns. Contractor shall HazCat any materials received for which Contractor is unsure of the identification. All HazCatting activities shall be performed in a designated laboratory space, which contains all appropriate safety and emergency response equipment. All HazCatting shall be performed by the field chemist.

2.2.5 Disposal Destinations. Contractor shall dispose of Hazardous Wastes only at the facilities designated in Exhibit B. Alternate facilities may be utilized upon prior written approval by Agency Representative. Contractor may be required to submit permits, proof of insurance and/or environmental audits on any facility listed in Exhibit B or alternative facility. Agency reserves the right to reject any disposal facility at any time, including those listed in Exhibit B.

2.2.6 Proof of Proper Disposal. Contractor shall provide Agency final disposal certificates for all Hazardous Wastes that are fuel blended, treated, incinerated or landfilled.

2.2.7 Rejection of Wastes at Final Disposal Facilities. Agency shall not be responsible for additional costs incurred as a result (directly or indirectly) of a TSDF or other authorized facility refusing to take Hazardous Waste from Contractor, or as a result of Contractor not having prior contract arrangements for use of a particular TSDF or other authorized facility. This includes the repacking and manifesting of misdirected or rejected Hazardous Wastes. Contractor shall provide Agency with all paperwork associated with the rejection and disposal of Hazardous Waste.

2.2.8 Acceptance of Waste From Agency Approved Door-to-Door Collection Service. Contractor shall accept any waste brought to the facility which has been collected in connection with an Agency approved Door-to-Door Collection Service. Contractor shall set reasonable minimum standards for packaging of hazardous waste from Door-to-Door Collection. Contractor shall accept partially full containers from Door-to-Door Collection Service and, where allowed by applicable Legal Requirements. Contractor shall fill the container with compatible materials to ensure the container is filled to capacity. Contractor shall consolidate smaller packed containers (e.g. 5 gallon and 30 gallon containers) when economical, and where allowed by applicable Legal Requirements. In such incidents a repack fee may not be charged. Contractor shall provide approved Door-to-Door Collection Service with drums and absorbent for the packing of Hazardous Waste. Contractor may inspect any or all containers upon receipt. Should any container fail to meet the packing specifications developed by Contractor, Contractor may reject for repacking or repack container at Contractor's discretion. Contractor may charge a twenty five dollar (\$25) repacking fee. Should Contractor choose to repack a container, Contractor shall file a report with Agency and Door-to-Door contractor within a week of the incident specifying the reason for repacking the container. Contractor shall coordinate unloading schedules. The parties acknowledge that the contractor providing the Door-to-Door Collection Service on behalf of the Agency is solely responsible for any compensation due to Contractor. The Door-to-Door Collection Service contractor will provide payment to Contractor for fees from CESQG's service within 30 days of delivery to the Facility. Contractor may refuse to accept partial payments. In the event that Contractor does not receive payment or payment is not received on time from the Door-to-Door contractor, the following actions will be taken:

A late fee of \$50 will be assessed for the first late payment or bounced check, increasing to \$100 on the second violation.

The Door-to-Door Contractor and the Agency will be notified of the delinquency. The Door-to-Door Contractor will be given 10 days to make payment.

If payment is not made within 10 days, the Door-to-Door Contractor will be notified by Agency to discontinue collection of CESQG waste until full payment is made.

If payments are late or insufficient more than two times within a calendar year, the Contractor shall have the right to refuse further acceptance of CESQG waste from the Door-to-Door Contractor.

Contractor may review the receipts and shipping papers obtained from the Door-to-Door contractor to determine whether wastes were properly classified or whether the Door-to-Door contractor imposed the proper charge for the waste as set out in Exhibit H of this Agreement. If Contractor determines wastes were improperly classified or charges imposed were not consistent with Exhibit H of this Agreement, then the Contractor may require the Door-to-Door contractor to pay to Contractor the appropriate charge consistent with Exhibit H of this Agreement.

2.2.9 Reuse. Contractor shall make available a reuse area at all Mobile Program Sites and the HHW Facility. Contractor shall open the reuse area located at the HHW Facility to the public Thursday through Saturday 8:00 a.m. to 4 p.m. Contractor shall make each Program participant aware of the reuse program through verbal or written communication. Contractor shall include the Reuse and Recycling policy statement, Exhibit C, in all of its employee training manual. Contractor shall follow the following procedures for handling reuse items:

- Identify any products in their original containers that are in good, non-leaking condition, and original labels intact.
- Confirm that such product (hazardous component) is still available on the market at the time of distribution.
- Confirm that product has not expired if there is an expiration date and/or known shelf life.
- Place reuse item in designated area/locker. Agency has final decision over distribution of reuse material.
- Participant must sign a liability waiver covering both Agency and Contractor provided by Agency and approved by the Contractor. The waiver shall identify all reuse products by category and weight before leaving the site with the material. The waiver applies to staff as well as the public.
- Maintain log of all release forms in chronological order.
- Provide all materials at no charge to the public.
- Materials shall be removed from the reuse program and appropriately disposed if not claimed after six (6) months.
- Follow the Reusable Exchange Program Quality Assurance Plan and Products Not To Be Redistributed list provided by the Agency, Exhibits D and E. Either the Plan or the List may be changed by the Agency at anytime.
- Achieve a minimum of a 20% reuse rate by weight.

The Agency puts great value on the reuse program. Should Contractor fail to meet the 20% reuse rate, Contractor must provide an acceptable justification or meet the 20% reuse rate within 30 days of notice of non-compliance from Agency. Should Contractor fail to meet compliance notice, Agency may fine Contractor \$1,000 per month to be withheld from payment due until such time as Contractor complies with 20% reuse rate or provides an acceptable justification. Staffing or workload issues will not constitute an acceptable justification. Contractor is solely responsible for providing adequate staffing and management of workload. If the reuse goal cannot be achieved due to lack of interest in reuse products, Contractor shall make reasonable efforts to stimulate interest by advertise reuse program and/or building relationships with businesses and/or governmental agencies that can use reuse products.

2.2.10 Latex Paint Reuse. Contractor will set aside reusable latex paint for redistribution through Contractor's reuse program or the County's exchange program (e.g., RecycleTown). Partial containers of reusable paint or paint in quantities that cannot be readily redistributed through the reuse programs shall be mixed together, screened and repackaged in one or five gallon containers. If all the paint cannot be given away through the reuse or exchange programs, Contractor shall contact other organizations that may be interested (e.g., graffiti eradication programs, recreation departments, public works departments, housing and community development organizations, theater groups, CalTrans, community service groups, schools or government agencies). After all reasonable efforts have been made to give away paint, Contractor may dispose of paint

stored for more than six (6) months or where the paint has spoiled or hardened beyond reuse. Should the Agency decide to send latex paint to a recycler, Contractor shall submit, in writing, a recycler(s) for Agency's approval. Contractor may only use recyclers that utilize the Green Seal certification for reprocessed latex paint."

2.2.11 Weighing of Wastes. Contractor must weigh all wastes once packaged prior to transporting from the site. Real gross weights must be tracked for each program, Mobile Program, Residential, CESQG, Door-to-Door collection, Hazardous Waste Load Check Programs and Emergency Response Wastes. Therefore Contractor must track partial containers before topping off container. Contractor must devise a tracking method that does not double count already weighted partial containers. Contractor shall also establish average weights for packing materials for each kind of container and packing method so that net weights of waste can be extrapolated. Contractor shall be reporting waste by waste category and program in net and gross weights.

2.2.12 Household Affidavit. If Contractor or Agency Representative suspects a participant using the household fee exempt program is actually a CESQG, Contractor or Agency Representative may question the participant and require participant to sign an affidavit that the Hazardous Waste they are delivering was generated by a household. If, on more than one occasion, Contractor or Agency have identified a participant as a probable business, not eligible to participate as a household, then Contractor or Agency may deny service to participant.

2.2.13 Camping Stove Propane Cylinders. If empty, Contractor shall pull pins from camping stove propane cylinders and recycle the containers as scrap metal. Unless empty, Camping stove propane cylinders are to be placed in the reuse program, regardless of amount of propane remaining in cylinder. Only cylinders that cannot be distributed through the reuse program or have corrupted containers are to be shipped as hazardous waste.

2.3 Operations.

2.3.1 Hours of Operation.

(a) Contractor shall provide services to Agency forty (40) hours weekly. Based on service needs and contract resources consistent with this Agreement, the number of hours of services rendered for any of the different program types may be adjusted during the contract term by mutual agreement of the parties memorialized in a written agreement signed by the Agency Executive Director. Unless otherwise approved in writing by the parties, the days and hours of operation shall be as follows:

Sunday No services

Monday	7:30 a.m. to 2:30 p.m.	No public services	Administrative
Tuesday	7:30 a.m. to 9:00 p.m.	Mobile Collection & Set-up	HHW/CESQG
Wednesday	7:30 p.m. to 2:30 p.m.	Door-to-Door/Load check	HHW/CESQG
Thursday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW
Friday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW
Saturday	7:30 a.m. to 2:30 p.m.	HHW Facility	HHW

(b) Notwithstanding any provision to the contrary, Contractor shall provide services at the HHW Facility on Sundays within thirty (30) days of mailing of a written request from Agency, subject to the provisions of paragraph 2.4.

Contractor shall develop a strategy to ensure that Mobile Program Sites are set up and ready for operation prior to the announced opening time. Contractor may use appointments for

Conditionally Exempt Small Quantity Generators (CESQG's), mobile program users and door-to-door collections. If an appointment operating schedule is used, Contractor shall be responsible for setting appointments. Contractor shall post a sign outside the HHW Facility listing the hours of operation.

2.3.2 Access to HHW Facility. Contractor shall have full and unimpaired access to the HHW Facility from 7:00 a.m. to 4:00 p.m. every day of the week, Tuesdays from 7:00 a.m. to 10:00 p.m., and Wednesdays 7:00 a.m. to 10:00 p.m. or as necessary for emergencies or incidents, but at no other times unless approved by Agency in writing.

2.3.3 Holiday Closing. Contractor shall close the HHW Facility on holidays observed by the Central Landfill (i.e., New Years, Easter, Independence Day, Labor Day, Thanksgiving and Christmas). Contractor shall post a sign year-around listing the days the HHW Facility will be closed.

2.3.4 County Closing. Agency shall have the right to shut down the Program, or portions thereof, when deemed necessary. Agency shall provide thirty (30) days advance notice unless such advance notice is impractical under the circumstances.

2.4 Staffing and Subcontractors.

2.4.1 Staffing. Contractor shall provide all on-site technical staff to provide the services stated in this Agreement. Contractor shall have seven (7) full-time staff dedicated to operation of the HHW Facility, one (1) Program Manager, one (1) Chemist, (4) four Technicians and one (1) Administrative Support. During any time Contractor is accepting materials at the HHW Facility and Hazardous Waste is being accepted, Contractor shall have at least two employees on-site. Contractor shall dedicate at least one staff person who is responsible for Agency's HHW Facility and whose sole duties consist of operating the Agency's program. Agency shall designate an employee to act as liaison to the Program. No Agency or County staff member will be assigned to operate the HHW Facility or the Mobile Program. Agency Representative(s) may or may not be on site during operational hours. Agency Representatives' responsibilities will be limited solely to the following:

- (a) Review and sign manifests, although Contractor may be delegated this responsibility by Agency Representative to sign on behalf of Agency
- (b) Audit record keeping
- (c) Review monthly/quarterly/annual reports
- (d) Serve as Agency liaison/contact for Contractor
- (e) Inspections/program auditing
- (f) Review and approve Contractor billings
- (g) Assist Contractor in locating Mobile Program Sites and serve as a liaison with the site owner when necessary (Contractor maintains primary responsibility for arranging, permitting and locating sites)
- (h) Emergency incident contact/liaison (Contractor maintains responsibility for coordinating emergency response efforts and contacting emergency responders. In case of an emergency, the Contractor shall also promptly contact Agency Representative.)
- (i) Review and sign Permit By Rule notifications and variances.

2.4.2 Staff Training. Contractor's personnel must be trained in the safe and proper handling of Hazardous Wastes and must be capable of emergency response and cleanup of Hazardous Waste spills, and securing of Hazardous Wastes during disasters as required by all Legal Requirements. Contractor shall provide all staff with appropriate site specific training, including temporary and replacement staff. Contractor shall maintain copies of all training certificates and records at the HHW Facility for all employees as required by all Legal Requirements.

2.4.3 Subcontractors. Contractor shall provide for the transportation, recycling, reclaiming, and disposal of all materials accepted in connection with the Program. Contractor shall arrange for and manage any subcontractors necessary to provide these services. Contractor may use the subcontractors listed in Exhibit G. Additional subcontractors may be utilized upon prior written approval by the Agency Representative. Contractor may be required to submit permits, proof of insurance and/or references for any new or Exhibit G listed subcontractor. Agency reserves the right to reject any subcontractor at any time, including those listed in Exhibit G.

2.4.4 Key Personnel. The parties hereby acknowledge that John Sorensen, Apollo Manager, Robert Hubbard, Apollo Program Manager, and Curt Lock, Account Manager are the key personnel whose services are a material inducement to the Agency to enter into this Agreement and without whose services the Agency would not have entered into this Agreement. Mr. Sorensen, Mr. Hubbard, and Mr. Lock shall be the principal persons of Contractor overseeing Contractor's performance herein. In no event shall any other person perform such services unless Contractor has obtained Agency's prior written consent thereto.

2.5 Mobile Program.

2.5.1 Mobile Program Service. Contractor shall provide for collection of Household Hazardous Wastes at Mobile Program Sites, subject to the exclusions set forth in Section 2.2.2 above, and in accordance with the current Permit-by-Rule Regulations for Temporary Household Hazardous Waste Collection Facilities. Agency and Contractor shall mutually agree on site selection. While Agency will work with Contractor to obtain written permission to use such sites, it is ultimately Contractor's responsibility to obtain Mobile Program Sites. In the event that, despite its best efforts, Contractor is unable to obtain written permission to use a Mobile Program Site selected by Agency and Contractor for a scheduled temporary Hazardous Waste collection event, an alternative Mobile Program Site will be selected by Contractor and Agency and the date for the event will be changed, as necessary. Contractor shall name as an additional insured under Contractor's insurance policies, all owners of Mobile Program Sites who request such protection. All waste accepted at a Mobile Program collection site is to be taken back to the HHW Facility for further consolidation and transport. Contractor may transport waste from a Mobile Program collection site directly to a recycling or disposal facility only if there is a cost advantage to the Agency.

2.5.2 Mobile Program Vehicle. Contractor shall provide a vehicle that will be used for serving the Mobile Program Sites. Contractor shall provide a vehicle that is able to service up to eighty (80) cars per event. Contractor shall have a contingency plan for handling unexpectedly high participation and/or Hazardous Waste volumes at an event. Contractor shall maintain ownership of the vehicle at the conclusion of this Agreement. On or before the Start Date, Contractor shall provide Agency copies of all licenses and permits necessary for vehicles used in the performance of services under this Agreement.

2.5.3 Mobile Program Site Responsibility. Contractor shall be fully responsible for all Hazardous Wastes disposed of at any Mobile Program Site during any day of a scheduled event, regardless of whether such event was shortened or canceled, subject to the exclusions set forth in

Section 2.2.2 above. If, for any reason, including but not limited to inclement weather, a Mobile program Site is closed, Contractor shall post conspicuous signs or personnel at the Mobile Program Site to inform the public of the closure and shall inspect such site and ensure no Hazardous Wastes were dumped, left or disposed of at the Mobile Program Site. Contractor shall be responsible for collection, at its sole cost and expense, for all Hazardous Wastes dumped, left, or disposed of at the Mobile Program Site during any and all hours of any scheduled event, regardless of whether such event is shortened or canceled for any reason.

2.5.4 Inclement Weather. Contractor shall be prepared and will be expected to provide Mobile Program services regardless of weather conditions, unless weather conditions threaten the safety of the public or workers or create a potential for uncontrolled release of Hazardous Wastes (e.g. very strong winds or lightening.)

2.5.5 Security Guard. Contractor shall at all times while Hazardous Waste is at a Mobile Program Site, supervise and secure such Hazardous Waste. Contractor may hire a security guard to ensure the security of the Hazardous Wastes while on-site.

2.5.6 Traffic Control. Contractor is responsible for managing the traffic generated by the collection. Traffic shall be managed in a manner that will provide the least impact on the regular flow of traffic at the site or adjacent streets.

2.6 Door-to-Door Collection Service

2.6.1 Door-to-Door Collection Service. Contractor shall provide door-to-door collection of Household Hazardous Wastes from residents and Hazardous Waste collection from CESQs subject to the exclusions set forth in Section 2.2.2 above, and in accordance with a door-to-door variance.

2.6.2 Door-to-Door Collection Service Staffing. Contractor shall provide a minimum of two staff, one of which shall be a chemist, to operate the door-to-door collections at all times.

2.6.3 Packaging of Waste From Door-to-Door Collection. Contractor shall set reasonable minimum standards for packaging of hazardous wastes from Door-to-Door Collection Service in accordance with all applicable laws and regulations. Upon delivery of partial containers from the door-to-door Program to the HHW Facility, Contractor shall, where allowed by applicable Legal Requirements, fill the container with compatible materials to ensure the container is filled to capacity. Contractor shall consolidate smaller packed containers (e.g. 5 gallon and 30 gallon containers) when economical and where allowed by applicable Legal Requirements.

2.6.4 Door-to-Door Collection Vehicle. Contractor shall provide a vehicle that will be used for door-to-door collection. Contractor shall maintain ownership of the vehicle at the conclusion of this Agreement. On or before the Start Date, Contractor shall provide Agency copies of all licenses and permits necessary for any vehicle to be used in the performance of services under this Agreement.

2.6.5 Door-to-Door Appointments. Contractor shall provide a toll-free phone number for door-to-door participants to schedule pick-ups. The phone line shall be staffed 20 hours per week. Contractor shall return calls within two days from when the call is received. When the phone line is not staffed, the voice mail system shall inform callers of the hours during which the phone line is staffed and also that they shall receive a return call within two days. The voice mail system shall also inform callers of alternative service opportunities, for example mobile collections

and HHW Facility hours. Contractor may elect to schedule pick-ups on the basis of geographic proximity of residences and/or CESQGs so that Contractor may concentrate its pick-ups in certain general areas on certain days. However, Contractor must make pick-ups within three (3) weeks of receiving a request for an appointment unless the available appointments for the geographic area have already been filled. In any event, all pick-ups must be accomplished within four (4) weeks of receiving a request for an appointment.

2.6.6 Historical Clean-outs. Contractor shall provide Historical Clean-outs for CESQGs. Contractor shall track historical clean-outs, never providing more than one to any particular CESQG. The provision of Historical Clean-outs is dependent upon Historical Clean-outs being allowed under the door-to-door collection variance.

2.6.7 Door-to-Door Service Fees . Contractor may charge \$25 for residential collections. Contractor shall limit waste collected to 55 gallons or 425 pounds per appointment. Residents may schedule sequential appointments so long as an additional appointment fee is paid and appointments are available. Agency reserves the right to charge a surcharge on any or all Door-to-Door Collection Services. Should Agency opt to charge a surcharge, Contractor shall show and calculate it as a credit to Agency on Contractor's invoices. Contractor bears sole responsibility for collecting door-to-door collection fees from participants. Contractor shall establish a consistent and published payment policy to be applied to all program users. Contractor shall provide service to ten (10) monthly or one hundred and twenty (120) annually homebound senior and/or disabled households at no charge. Contractor shall develop a screening methodology for determining whether a resident qualifies as "homebound senior" or "disabled" resident. Contractor shall obtain Agency approval prior to utilizing screening methodology.

2.6.8 Operations Plan, Emergency Response Plan and Work Health and Safety Plan. Contractor shall prepare an Operations Plan, Emergency Response Plan and Work Health and Safety Plan for the Door-to-Door Collection Service in accordance with applicable laws and regulations and applicable variance.

2.6.9 Surveying. Contractor shall survey Door-to-Door Collection Service participants as set forth in Section 8.5 of this Agreement.

2.6.10 Record keeping. Contractor shall prepare separate records for the Door-to-Door Collection Service, including number of participants, surveys and waste quantities independently from other HHW program services provided for in is Agreement.

2.7 CESQG.

2.7.1 Conditionally Exempt Small Quantity Generators. Contractor shall operate a program for accepting Hazardous Waste from CESQG in accordance with applicable Legal Requirements and subject to the exclusions set forth in Section 2.2.2 above. Contractor shall not accept more than the CESQG limits specified in the California Health and Safety Code. Contractor shall require all CESQG to sign an affidavit verifying that they are a conditionally exempt Generator as defined in Section 25218.1 (a) of the California Health and Safety Code. Agency will not subsidize the disposal cost for CESQG. Contractor shall charge CESQG the disposal fees set forth in Exhibit H. Contractor shall handle all aspects of payments for services. Contractor shall, at a minimum, accept payment in the form of cash or business checks. Contractor shall have the right to require cash on delivery from businesses that have a poor payment history.

2.8 Hazardous Waste Load Check Program. Any materials collected by the Hazardous Waste Load Check Program shall be handled by Contractor at the HHW Facility, subject to the exclusions set forth in Section 2.2.2 above. Contractor shall collect Hazardous Wastes from each site, where a Hazardous Waste Load Check Program is being operated, using the Mobile Program or other licensed vehicle at least every ninety (90) days, or more frequently if requested by County. This program shall be billed to the Sonoma County Department of Transportation and Public Works (Integrated Waste Division) separately from other billings to the Agency. Disposal of Hazardous Wastes collected from the Hazardous Waste Load Check Program are to be charged at the rates set forth in Exhibit A. Contractor shall not be guaranteed any amount of work for the Hazardous Waste Load Check Program.

2.9 Plans, Security, Safety and Emergency Response.

2.9.1 Daily and Weekly Inspections. Contractor shall perform daily and weekly inspections to ensure that all equipment is functioning appropriately and that all Hazardous Wastes are properly contained. In performing such inspections, Contractor shall complete the checklists attached hereto as Exhibit I.

2.9.2 Emergency Response Plan. Within thirty (30) calendar days of signing this Agreement, Contractor shall provide, for Agency review and approval, a detailed emergency response plan that addresses spills, personnel injuries, fire, and natural disasters. In addition, Contractor shall obtain approval of an emergency response plan from local fire departments as required by said agencies.

2.9.3 Disaster Occurrence. Contractor shall provide all labor and materials necessary to properly fasten, restrain, and secure all Hazardous Wastes for the occurrence of a major earthquake, or other natural or unnatural disaster.

2.9.4 Response Time. Contractor shall respond to emergency service requests and Hazardous Waste spills associated with the Program within a maximum of two (2) hours after initial contact from Agency or an emergency response agency.

2.9.5 Emergency 24 Hour Phone Number. Contractor shall provide a 24 hour phone number that can reach an individual knowledgeable in the types of Hazardous Wastes and any specific emergency measures required if the Hazardous Wastes are released into the environment. This phone number is to be listed on manifests as required by applicable regulations, and provided to Agency Representative and local emergency response agencies.

2.9.6 Worker Health and Safety Plan. Within thirty (30) calendar days of signing this Agreement, Contractor shall provide a detailed worker health and safety plan for Agency's review and approval. Agency reserves the right, at any time, to require further safety measures be included. In addition, Contractor shall obtain approval of worker health and safety plan from local fire departments as required by said agencies.

2.9.7 Operation Plan. Within sixty (60) calendar days of Agency's request, Contractor shall provide, for Agency review and approval, a detailed operation plan that describes the: (i) program operations; (ii) equipment and materials to be used; (iii) personnel plan; (iv) health and safety plan; (v) Hazardous Waste handling plan; (vi) Hazardous Waste management plan; (vii) security; (viii) emergency response plan; (ix) list of applicable permits; and (x) indemnification and insurance requirements. Agency reserves the right, at any time, to require further measures be included.

2.9.8 Emergency Contact List. Contractor shall provide Agency with an emergency contact list for all HHW facility personnel and appropriate offsite management contacts. Contractor is responsible for providing a new contact list whenever personnel or contact information changes.

2.10 Public Information. Contractor shall cooperate with Agency in promotional and educational efforts. This may include distribution of educational materials to Program participants and displaying educational materials at Mobile Program Sites and the HHW Facility. Contractor shall be supportive in both attitude and action of educational efforts which encourage the use of less product or safer, less toxic products.

2.11 Agency Responsibilities. Agency shall perform the following tasks:

- Provide the HHW Facility with installed emergency equipment, reuse lockers and water (non-drinking), toilet facilities and electricity.
- Prepare initial permit documentation and PBR Notification.
- Act as Generator of the Household Hazardous Waste.
- Sign the manifests, although this may be delegated to Contractor.
- Assist in selection and approval of Mobile Program Sites.
- Review and analyze data from reports as provided by Contractor and prepare reports for State as required.
- Obtain Generator ID number.
- Coordinate the community education and publicity for the Program.
- Review and sign the Permit By Rule notifications for the Mobile Program
- Maintain variance for CESQG transport.
- Provide closure assurance for the HHW Facility.

3. TERM OF AGREEMENT.

3.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on June 30, 2014.

4. COMPENSATION FOR SERVICES.

4.1 Program Operation Fee. For all services and incidental costs required hereunder (subject to Section 4.2 below) commencing on June 1, 2006, Contractor shall be paid an annual operations fee in an amount not to exceed four hundred and thirty eight thousand two hundred and eighty Dollars (\$438,280). Bond payments are in addition to the operations fee based on the annual cost of the bond and apportioned in monthly payments. The actual cost of the performance and payment bonds shall be passed through to Agency to be paid in equal monthly installments. The operations fee will be paid in equal monthly installments throughout the year. Contractor may bill as frequently as monthly. An

invoice must be submitted by July 3rd of each year to encompass any un-invoiced expenses incurred in the previous County fiscal year.

4.2 Disposal Costs. In addition to the annual operations fee, Contractor shall be reimbursed for disposal costs of Hazardous Wastes at the unit prices set forth in Exhibit A. Agency shall only pay Hazardous Wastes disposal costs for Hazardous Wastes that have been shipped, and for which a signed manifest has been returned or for which a valid billing of lading exists. Any program products, covered under the architectural paint recovery program codified by Public Resources Code 48700 and administered by PaintCare, shall not be reimbursed by Agency if Contractor is compensated through the architectural paint recovery program.

4.3 Increased Disposal Costs Due to Regulatory Changes. In the event that requirements imposed on the Program by state or local agencies that are the result of new or revised regulations proposed and enacted after the Effective Date of this Agreement, cause Contractor to have to expend an excess of more than Ten Thousand and No/100 Dollars (\$10,000.00) in the aggregate in any twelve (12) month period, the excess over Ten Thousand and No/100 Dollars (\$10,000.00) shall be considered pass through costs to the Agency. Contractor shall have the burden of proving to the Agency, the amount of expense incurred as a result of such new or revised regulation.

4.4 Hazardous Waste Load Check Program. Hazardous Waste Load Check Program Hazardous Waste disposal costs are to be charged at the rates set forth in Exhibit A. Contractor shall indicate amount of Hazardous Waste collected at the disposal sites.

4.5 Payment Terms. Payment shall be made to Contractor by Agency within thirty (30) days after receipt of a complete invoice and upon the approval of the Agency's contract manager that the tasks and submittals are acceptable and adequate. A "complete invoice" shall include the following documentation in addition to the invoice: (a) copies of returned, signed Hazardous Waste manifests for all Hazardous Wastes billed; and (b) status reports, as required. Agency shall notify Contractor of any invoice discrepancies or issues in writing within ten (10) working days of receipt of an invoice. Contractor shall respond to any such notice of deficiency in writing within fifteen (15) days, and payment will be due from the Agency within fifteen (15) days after receipt of such response.

In the event that any issues or discrepancies remain after the Agency receives such response, Agency nonetheless shall pay all undisputed amounts within the fifteen (15) day period, and the parties will resolve the remaining issues or discrepancies in accordance with the procedures set forth above. Agency may withhold payment whenever Contractor fails to provide a complete invoice, until Contractor supplies Agency with a complete invoice. Invoices for the Hazardous Waste Load Check Program shall be submitted in accordance with this Section, provided, however that such invoice shall be billed separately to the Sonoma County Department of Transportation and Public Works. All invoices are to be directed to:

Lisa Steinman, Household Hazardous Waste Program Manager
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

Contractor is required to submit to the Agency an accurate and complete invoice, including any supporting documentation, no later than sixty (60) days from the close of each invoice period. Failure to comply with this requirement may result in the Agency assessing Contractor a fifty dollar (\$50) fine for each week the Contractor fails to meet this requirement. Fines may be assessed at the close of business on every Monday."

5. LIABILITY FOR COMPENSATION

Contractor hereby acknowledges that pursuant to Section 18 of Article 16 of the California Constitution, there are certain limits on the Members of the Agency incurring liability under this Agreement. Therefore, notwithstanding anything stated to the contrary herein, Contractor hereby understands, acknowledges and agrees to look solely to the special funds of the Agency which are generated from the collection of tipping fees for Agency programs. In no event shall County's or Agency's obligation to pay Contractor hereunder extend beyond the tipping fees collected by the Agency. During the term of the Agreement, Agency shall work with Contractor to adjust or decrease service if it is expected that annualized services will exceed the tipping fees collected by Agency. In addition, Agency shall have the right to cancel and terminate this Agreement at the end of any fiscal year of the Agency if the Agency is not authorized by state or federal law or regulation to appropriate moneys sufficient to pay the compensation required under this Agreement. The Agency may effect such termination by giving Contractor thirty (30) days prior written notice of termination unless the giving of such advance notice is impractical under the circumstances.

Notwithstanding anything contained to the contrary in this agreement, Contractor agrees that the County or Agency may terminate this Agreement with thirty days' written notice, for any of the following reasons:

- A. County or Agency has exhausted all funds legally available for payments to become due under this Agreement; or
 - B. An appropriation of funds for the next fiscal year is made, but prior to actual release such appropriation is withdrawn; or
 - C. No appropriation of funds for payments in the next fiscal year is made in the budget.
- At the end of the termination notice period and if County has the right to terminate, County's obligation under this Agreement shall terminate provided that County has made all payments required to the date of termination. Upon such termination, all obligations of County accruing after the effective date of such termination shall be deemed to be extinguished.

6. HHW FACILITY AND EQUIPMENT.

6.1 Supplies and Equipment. Contractor shall supply all necessary equipment and supplies including but not limited to drums, containers, absorbent, labels, appropriate shipping papers, personal safety equipment, fire extinguishers, secondary containment pallets, forklifts, Mobile Program vehicle, computers, office equipment, and any other equipment necessary to the operation of the HHW Facility and Mobile Program. Contractor shall retain ownership of equipment supplied by Contractor at the conclusion of this Agreement. Agency shall provide the permanent structures and permanent safety equipment such as showers, emergency warning systems, sprinklers, water (non-drinking), electricity, and reuse product lockers.

6.2 Utilities. Contractor shall be responsible for providing the phone service to the HHW Facility or reimbursing Agency for phone service. Contractor shall also be responsible for providing drinking water. Agency and County shall provide water for emergency systems, sanitation requirements and electricity. Contractor shall make every effort to conserve the use of electricity.

6.3 Permit Acquisition. Agency shall prepare initial documentation to comply with PBR Permit requirements and file the PBR Notification. Contractor shall be responsible for maintaining the PBR Permit documentation and keeping all documentation current. Agency shall obtain an EPA Identification numbers for both the HHW Facility and Mobile Program Sites. Contractor shall prepare Mobile Program PBR Notifications and Agency shall review, sign and submit the notifications. Contractor shall obtain licensing for any vehicles that transport Hazardous Waste.

6.4 HHW Facility Permit Compliance. Contractor shall conduct its operations in compliance with the HHW Facility's PBR Permit.

6.5 Fines and Penalties. Contractor shall pay any and all fines and/or penalties incurred by the Agency, County and/or Contractor in connection with Contractor's failure to comply with any Legal Requirements or the terms and conditions of this Agreement.

6.6 HHW Facility Maintenance. Throughout the term, Contractor shall, at Contractor's sole cost and expense, maintain the HHW Facility and improvements (including, without limitation, landscaping, utilities, emergency equipment, storage tanks, reuse lockers and all equipment supplied by Contractor) in first-class condition and repair. Agency and County shall have no obligation to improve, alter, repair, remodel or maintain the HHW Facility or improvements in any way whatsoever, except to the extent repairs or maintenance are required as: (1) a direct result of a defect in the design or construction of the HHW Facility or permanent improvements made by County, including, without limitation, any defect in the materials or equipment incorporated into the permanent improvements; or (2) a natural event (including, without limitation, an earthquake, fire or flood) causing damage to or destruction of the HHW Facility, except to the extent that such damage or destruction is caused or aggravated by Contractor.

6.7 Condition of Premises. Contractor shall sign an acknowledgment that the HHW Facility and improvements thereto are in suitable condition, when the HHW Facility is ready for occupancy. See Exhibit J. Contractor agrees to report any defects noted by it in writing to Agency and County no later than twenty (20) days after beginning operations hereunder.

6.8 Additions and Alterations. Contractor shall not make any additions or alterations to the HHW Facility without Agency and County's prior written consent. Agency or County may require Contractor to submit engineered drawings and calculations for such proposed improvements and/or alterations, including but not limited to, structural, electrical, and plumbing. Any alterations or additions to the HHW Facility shall become County's property free and clear of all claims upon the expiration or earlier termination of this Agreement.

7. ACCOUNTING AND RECORDS.

7.1 Maintenance and Audit of Records. Contractor shall maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles, separately reflecting Contractor's costs, revenue, and inventory directly associated with the Program and Contractor's obligations hereunder. Contractor shall maintain its accounting records in a manner which clearly and separately identifies the costs, revenues, and inventory and separately identifies the quantity of waste from Residents, CESQG, Door-to-Door Collection Services, Hazardous Waste Load Check Programs, reuse program and Emergency Response Agencies. Such records shall include, without limitation, shipping documents, receiving and delivery logs, invoices, and other documents for costs, revenues and inventory. Such books and records shall be subject to audit and inspection by Agency and its authorized representatives, agents or employees, in the event that Agency is unable to verify Contractor's income and expenses associated with this Agreement by the records required to be kept by Contractor pursuant to Section 8 below. In the event such audit or inspection reveals that Contractor does not maintain adequate and separate records in accordance with the terms of this Agreement, Agency shall notify Contractor in writing of any alleged deficiencies in the accounting. Contractor shall have fifteen (15) calendar days to correct said deficiencies. If Contractor fails to correct said deficiencies to Agency's reasonable satisfaction, then Agency or its authorized representative, may create such adequate and separate records and Contractor shall reimburse

Agency for the costs of such services. All records of Contractor that are not needed to verify compliance with this Agreement and to audit figures used in formula determinations shall be considered confidential and the private property of Contractor.

7.2 Over-Payments to Contractor. In the event that an audit or inspection reveals that the amount of compensation paid to Contractor by Agency is greater than the amount actually due to Contractor under the terms of this Agreement, Contractor shall remit such excess compensation to Agency, including interest from the date of over payment at the rate of ten percent (10%) per year, within thirty (30) days of invoice by Agency of such excess. If such reimbursement is not made by Contractor within the specified time period, Agency may deduct the monies due to Agency from Contractor's next monthly payment.

7.3 Under-Payments to Contractor. In the event an audit or inspection reveals an error on the part of Agency, such that the amount of compensation paid to Contractor by Agency is less than the amount actually due to Contractor under the terms of this Agreement, Agency shall remit to Contractor such compensation due, including interest from the date of under-payment at the rate of ten percent (10%) per year, within thirty (30) days of invoice by Contractor of such under-payment. Interest shall not be due to Contractor if under-payment is due to an incorrect invoice submitted by Contractor or dispute over compensation adjustments.

7.4 Inspection of Accounts and Records. Contractor's accounting records as described above, shall be made available to Agency in Sonoma County for inspection and/or audit by Agency or its authorized representatives, for a period of three (3) years following the termination of this Agreement.

8. REPORTS AND MEETINGS.

8.1 Manifesting/Inventory. Agency agrees to sign all manifests, upon review of their conformity with all Legal Requirements, prior to shipment. Agency may delegate the signing of manifests to Contractor on behalf of Agency. Bills of lading may be used when appropriate.

8.2 Form 303. Contractor shall provide a completed Form 303's as required by the State for annual submission to DTSC and CalRecycle.

8.3 Record keeping/Response Time. Contractor shall track and make available to Agency reports for the following: (a) Manifests; (b) Bills of Lading; (c) Survey data; (d) CESQG receipts; (e) Reuse Waivers; (f) Training materials; (g) Training certificates; (h) Subcontractor contracts; (i) Permits; (j) Permit required documentation; and (k) Daily and weekly inspection checklists. Contractor shall respond to requests for review of documentation listed above within two (2) days (excluding weekends) after a request from Agency.

8.4 Status Reports. Contractor shall submit monthly, quarterly, and annual reports to Agency. The status reports will summarize and consolidate data for each of the Mobile Program Sites and the HHW Facility and shall include information such as the number of participants, quantities and types of Hazardous Wastes collected and disposal, and cost information. In addition, monthly, quarterly and annual reports shall include the survey data developed by Contractor in accordance with Section 8.5 below. Quarterly and annual reports shall summarize monthly reports and analyze program impacts, costs and progress towards Agency goals. Contractor agrees to work with Agency to develop an acceptable reporting format and level of supporting documentation. Should Agency

deem necessary, more detail in program cost information to evaluate the HHW program, Contractor shall provide information as requested.

8.5 Surveying. Contractor shall survey all participants using the Program and analyze the information received to determine the best educational and publicity techniques, service shortfalls and other issues as necessary. Survey data shall be provided to Agency. At a minimum, the following information must be included in the survey:

Households

- Community of origin (noting if their within or outside of city limits)
- Number of households represented
- How the participant learned of the program
- Date of participation
- Number of times they have utilized HHW services
- Zip code
- Location of participation (Mobile Program)

CESQG

- Name of businesses (noting if their within or outside of city limits)
- Signed affidavit of CESQG status
- Community of origin
- Type and quantity of materials delivered
- How the participant learned of the program
- Number of times they have utilized CESQG services
- Zip Code
- Date of participation

On occasion, Agency may request Contractor to track additional specific information for research purposes.

8.6 Quarterly Management Meetings. Contractor's contract manager and site manager shall meet quarterly with Agency's contract manager and the County's operations representative to discuss issues affecting the contract. The meetings shall occur within 20 days from the submittal of the Quarterly reports. Contractor, Agency or County shall have the ability to call up to two (2) mandatory meetings between regularly scheduled meetings should issues of an urgent nature arise. Agency shall provide a written summary of any decisions or actions taken or agreed upon in the Quarterly meetings. Said summaries shall be circulated to all meeting participants and be kept on file for the term of the Agreement.

9. CONTRACTOR REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties. In order to induce Agency and County to enter into this Agreement, Contractor represents and warrants (in addition to any other representations and warranties contained elsewhere in the Agreement) to Agency that the following statements are true, correct and complete:

9.1.1 Organization and Good Standing. Contractor is a duly formed and validly existing corporation and is in good standing under the laws of the State of California, and that Contractor has all requisite power and authority to carry on the business of the Contractor, to enter into the Agreement and to consummate the transactions hereby contemplated and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over Contractor and over the services being performed hereunder.

9.1.2 Authority and Authorization. Contractor has requisite power and authority to enter into the Agreement and that the execution, delivery and performance of the Agreement have been duly authorized by the governing authority, if any, of Contractor and no other action is requisite to the execution, delivery and performance of the Agreement.

9.1.3 Financial Stability. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to perform its obligations hereunder. In addition, Contractor's liquid assets are equal to or exceed the amount of any insurance deductibles. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to perform its obligations hereunder.

9.1.4 Litigation. Contractor represents there are no actions, suits or proceedings pending or threatened against or affecting Contractor in any court of law or in equity, or before or by any governmental department, commission, board, bureau, Agency or instrumentality that: (a) might adversely affect the ability of any such person or entity to perform its respective obligations under the Agreement; or (b) involve any of Contractor's Household Hazardous Waste services.

9.1.5 Binding Obligation. The Agreement has been duly authorized, executed and delivered and is valid and legally binding on Contractor.

9.1.6 Standard of Care. All of Contractor's work will be performed in a good and workmanlike manner, with care, skill and diligence, and in accordance with generally accepted and applicable professional practices and standards at the time services were rendered as well as all Legal Requirements and the Agreement, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release. Contractor shall strictly comply with and satisfy all Legal Requirements applicable to the services and equipment being provided hereunder. Contractor is a sophisticated Household Hazardous Waste Contractor who possesses a high level of experience and expertise in the business administration and management of facilities and services of the size, complexity and nature of the HHW Facility and services being provided hereunder.

9.1.7 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 the Agency. In the event Agency exercises its right to terminate this Agreement, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances or laws applicable to employees.

9.1.8 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable real and personal property taxes (including any tax levied on a possessory interest, as defined in the California Revenue and Taxation Code, if applicable), general and special assessments, and other charges of every description, and 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 the 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 the event that 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.

9.1.9 Cost Disclosure. In accordance with Government Code section 7550, Contractor agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of any report.

9.1.10 Conflict of Interest. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would 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 interest shall be employed. In addition, if requested to do so by Agency, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Agency Clerk disclosing Contractor's or such other person's financial interests.

9.1.11 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, sexual orientation, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

9.1.12 Waste Hierarchy. Contractor shall recognize Agency's commitment to the following waste management hierarchy: (1) Source Reduction (Reduce, Reuse); (2) Recycle; (3) Treatment (Neutralization, Deactivation); (4) Environmentally Sound Incineration; and, finally (5) Land Disposal. Agency makes this commitment for the healthiest possible environment. Agency makes a commitment to inform the general public of Sonoma County of the importance of this hierarchy. Contractor shall support and further this commitment in action and attitude at all times.

9.2 Survival of Representations and Warranties. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by Legal Requirements with respect to the Contractor's duties, obligations and performance hereunder. Contractor's liability hereunder shall survive the expiration or termination of this Agreement. Contractor acknowledges that Agency and County are relying upon Contractor's skill and experience in connection with the services called for hereunder.

10. INSURANCE.

Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. With respect to General Liability, Errors and Omissions and Pollution and/or Asbestos Pollution Liability coverage should be maintained for a minimum of five (5) years after the expiration or earlier termination of this Agreement.

10.1 Minimum Scope of Insurance. Coverage shall be at least as broad as: (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001 or Claims Made Form CG 0002); (b) Insurance Services Office Form No. CA 0001, covering Automobile Liability, Code 1 (any auto) or Code 8, 9 if no owned autos; (c) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance; and (d) Pollution and/or Asbestos Liability and/or Errors and Omissions.

10.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 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.
- b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- d. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions: \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

10.3 Deductible and Self Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the Agency. If possible, the insurer shall reduce or eliminate such deductibles or self insured retention as respects the Agency, its members, officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to the Agency guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.4 Other Insurance Provisions.

a. The General Liability, Automobile Liability, Pollution and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

(i) The Agency, its members, officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of: (1) automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; (2) work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and (3) Pollution and/or Asbestos Pollution.

(ii) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Agency, its members, officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agency, its members, officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed by the Insurer except after thirty (30) days prior written notice has been given to the Agency.

b. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and any other endorsements that may be required by federal or state authorities.

c. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions coverage are written on a Claims Made form:

(i) The "Retro Date" must be shown, and must be before the date of the Agreement or the beginning of contract work.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement, or earlier termination thereof.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the Effective Date of the Agreement, the Contractor must use its "best efforts" to purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. For purposes of this paragraph, "best efforts" shall mean that if extended reporting coverage is available at a cost that does not exceed one hundred fifty percent (150%) of the annual premium for the canceled or non-renewed policy, Contractor shall purchase such coverage.

(iv) A copy of the claims reporting requirements must be submitted to the Agency for review.

10.5 Acceptability of Insurers. Insurance is to be placed and maintained with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If Pollution and/or Asbestos Pollution and/or Errors and Omissions coverage are not available from an "Admitted" insurer, the coverage may be written by a Non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher.

10.6 Verification of Coverage. Contractor shall furnish the Agency with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Agency, unless the insurance company will not use the Agency's form. All endorsements are to be received and approved by the Agency prior to the execution of this Agreement by the Agency. As an alternative to the Agency's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements effecting the coverage required by this Section 10. Upon Agency's written request, Contractor shall provide Agency access to certified copies of the insurance policies. Said policy copies shall be submitted to the Agency within thirty (30) days of such request. Contractor may strike out any proprietary information contained in such policies prior to providing the Agency with copies.

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

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

10.9 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, at 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 the Agency.

11. BONDS.

11.1 Faithful Performance Bond. Contractor shall provide Agency and County with a faithful performance bond in the amount of Five Hundred Thousand Dollars (\$500,000) in order to secure the Contractor's performance obligations under the Agreement. Such bond shall be executed by a surety company licensed to do business in the State of California. The initial term of the faithful performance bond shall be for one year commencing with the execution by the parties of the Agreement and shall be renewed on an annual basis until the termination of the Agreement. The condition of the foregoing bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations under the terms of this Agreement, then the obligation of said bond shall be void; otherwise it shall remain in full force and effect. Agency shall be able to collect on said bond for discrepancies or other covered losses discovered up to the time when all obligations of Contractor under this Agreement have been satisfied.

11.2 Payment Bond. Contractor shall provide Agency and County with a payment bond in the amount of One Hundred Thousand Dollars (\$100,000). The payment bond shall be in the form attached hereto as Exhibit F.

12. INDEMNIFICATION.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, Agency, their members, officers, agents and employees, from and against any and all actions, claims, damages, liabilities or expenses that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of the Agency and/or County, but excluding liability due to the sole active negligence or sole willful misconduct of the Agency and/or County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts or other employee benefit acts. In addition, Contractor shall be liable to County, Agency and their members for any loss or damage to Agency or County property or Agency's members' property arising from or in connection with Contractor's performance hereunder.

13. EVENTS OF DEFAULT; REMEDIES.

13.1 Default. Upon an event of default, Agency shall have the right to foreclose upon the performance bond and may elect at its option to terminate this Agreement, purchase the Operating Equipment and operate the HHW Facility. These remedies shall not be exclusive and Agency shall have the right to seek specific performance of the Agreement. For purposes of this Agreement, an event of default shall be deemed to have occurred upon the happening of any one or more of the following events:

(a) Failure of Contractor to accept Household Hazardous Waste on more than: (i) thirty (30) operating days during any twelve (12) month period; or (ii) ten (10) or more consecutive operating days.

(b) Material failure of Contractor to operate the HHW Facility in compliance with the terms of the Agreement.

(c) Receipt by Contractor of any order or notice from any governmental Agency that all or any portion of the Contractor Improvements or Operating Equipment have been performed or used contrary to the terms of any law, ordinance or regulation, which order or notice is not complied with by Contractor within ten (10) days following the issuance thereof, provided that if such order or notice cannot be reasonably complied with within such ten (10) day period, an Event of Default shall not be deemed to have occurred unless Contractor fails to commence compliance within such ten (10) day period or to diligently and in good faith prosecute compliance thereafter, or to complete such compliance within thirty (30) days following written notice from the governmental Agency of such order or notice; or to complete such within a lesser time period if the failure to do so would, in the reasonable determination of the Agency, cause (i) the completion of the Contractor Improvements to be completed later than the Start Date; or (ii) Contractor to be unable to accept Household Hazardous Waste for a period of ten (10) or more consecutive Operating Days.

(d) Any failure on Contractor's part to comply with any other covenant or agreement contained in this Agreement (which does not constitute a breach or default that could become an event of default under any other subparagraph of this Section), which failure remains uncured for ten (10) days following written notice thereof by Agency, provided that if any such failure to comply or breach is capable of cure but cannot reasonably be cured within such ten (10) day period, an event of default shall not be deemed to have occurred unless Contractor fails to commence the cure of such failure or breach within such ten (10) day period or to diligently and in good faith prosecute the cure thereafter, or to complete such cure within thirty (30) days following written notice from Agency of such failure or breach.

(e) (i) Contractor shall voluntarily commence any case, proceeding or other action (A) under the Federal Bankruptcy Code, as amended from time to time, or under any other existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, seeking to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, custodian or other similar official for it or for all or any substantial part of its assets, or Contractor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Contractor any involuntary case, proceeding or other action of a nature referred to in clause (i) of this subparagraph (e) which (A) results in the entry of an order for relief of any such adjudication or appointment or (B) remains unstayed and undismissed for a period of sixty (60) days; or (iii) there shall be commenced against Contractor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged or stayed or bonded pending appeal within thirty (30) days from the entry thereof; or (iv) Contractor shall take any action in furtherance of, or indicating its consent to approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) of this subparagraph (e); or (v) Contractor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) any termination or voluntary suspension of the transaction of business of Contractor, or any attachment, execution or other judicial seizure of all or any substantial portion of Contractor's assets which attachment, execution or seizure is not discharged within thirty (30) days.

(f) Any change shall occur in the key personnel identified in Section 2.4.4 above without the prior written approval of Agency.

(g) Any representation or disclosure made to the Agency by Contractor proves to be false or misleading in any material respect on the date as of which made, whether or not that representation or disclosure appears in this Agreement.

13.2 Termination Without Cause, Agency. Notwithstanding anything stated to the contrary herein, at any time and without cause, the Agency shall have the right, in its sole discretion, to terminate this Agreement by giving either (1) five (5) days written notice to Contractor with compensation of Thirty Thousand (\$30,000) or (2) thirty (30) days written notice with no compensation. Should this Agreement be terminated without cause prior to the expiration of the initial term referenced in Section 3.1, Agency shall pay Contractor for capital expenses as follows: $(\text{total capitalized expense} \times 0.65) / 36 \times (36 - \text{\#months of Agreement completed})$. For purposes of this formula, the total capitalized expense is \$65,000. Should the Agreement be terminated after the term of the Agreement has been extended under Section 3.2, Agency has no obligation to reimburse for capital expenditures.

13.3 Termination Without Cause, Contractor. Notwithstanding anything stated to the contrary herein, at any time and without cause, the Contractor shall have the right, in its sole discretion, to terminate this Agreement by giving one hundred and twenty (120) days written notice to Agency. Should this Agreement be terminated by the Contractor prior to the expiration of the initial term referenced in Section 3.1, the Contractor shall be reimbursed for all services performed prior to the date of termination.

14. EXPIRATION OF AGREEMENT.

14.1 Expiration. At the expiration or earlier termination of the term, Contractor shall surrender to Agency the possession of the HHW Facility. Contractor shall leave the surrendered HHW Facility and any other property in good condition and repair. At the expiration or sooner termination of the term, Agency may at Agency's election, demand the removal from the HHW Facility of all or any Contractor Improvements or Operating Equipment as specified in the notice provided for below. A demand to take effect at the normal expiration of the term shall be effected by notice given at any time within three (3) months before the expiration date. A demand to take effect on any other termination of the Agreement shall be effected by notice given in or concurrently with notice of such termination or within sixty (60) days after such termination. Contractor shall comply with the notice before the expiration date for normal termination, and within thirty (30) days after the notice for other terminations. The duty imposed by this provision includes, without limitation, the duty, if so requested, to leave the HHW Facility safe and free from debris and hazards. All property that Contractor is not required to surrender but that Contractor does abandon shall, at Agency's election, become Agency's property at termination. If Contractor fails to surrender the HHW Facility at the expiration or sooner termination of this Agreement, Contractor shall defend and indemnify Agency and County from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding Contractor based on or resulting from Contractor's failure to surrender.

15. AGENCY'S RIGHT TO INSPECTIONS

Agency shall have the right to enter the HHW Facility and the Mobile Program Sites at any and all reasonable times during the normal business day throughout the term of this Agreement for the purpose of inspecting the same and Contractor's performance hereunder.

16. ATTORNEYS' FEES.

If either party brings any claim, suit, action or proceeding against the other to enforce, protect, or establish any right or remedy arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

17. NOTICES.

All notices, bills and payments shall be made in writing and may be given by personal delivery, by U.S. mail, confirmed fax, or courier. Notices, bills and payments sent by mail shall be addressed as follows:

Agency: Sonoma County Waste Management Agency
Attention: Lisa Steinman, HHW Program Manager
2300 County Center Dr., Suite B 100
Santa Rosa, CA 95403
Phone: (707) 565-3687
Fax: (707) 565-3701

Contractor: Clean Harbors Environmental Services Inc.
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149
Phone: (781) 792-5000
Toll-Free Phone: (800) 282-0058

and when so addressed, shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Section 17.

18. GENERAL PROVISIONS.

18.1 Assignment.

18.1.1 Assignment by Contractor. The experience and expertise of Contractor are material considerations for this Agreement. Contractor shall not assign or transfer, whether voluntarily, involuntarily, or by operation of law, its interest in this Agreement or any part thereof without the prior written approval of Agency. No such assignment or transfer for which Agency's prior written consent is required shall be valid or binding without said prior written approval, and then only upon the condition as such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of the Agreement. An attempted assignment or transfer not in compliance with the provisions of this Section 18.1 shall be grounds for Agency's termination of the Agreement. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer. As used in this Section, the term "assignment" shall include a "more than 25% change in ownership of Contractor." A "more

than 25% change in ownership of Contractor" shall mean, the transfer of the right to share in more than 25% of the profits of the general partnership or corporation.

18.1.2 Assignment by Agency. In the event that the Members of the Agency desire to dissolve the Agency, or the Agency otherwise ceases to exist, the County shall have the right, but not the obligation, to assume Agency's rights and obligations under this Agreement.

18.2 Amendments. Only the Members of the Agency, by a majority vote, and the County Board of Supervisors may authorize extra or changed work or amend this Agreement. The parties expressly recognize that Agency and County personnel are without authorization to order extra or changed work or waive contract requirements. Failure of Contractor to secure Agency authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the compensation due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without the express and prior written authorization of the Agency and County. Notwithstanding the above, the Agency Director has the delegated authority of County and Agency to approve changes in the hours of operation of the HHW Facility. And such changes are inoperative unless memorialized in a writing executed by the Contractor and the Agency Director.

18.3 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, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

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

18.5 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 further acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

18.6 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.

18.7 Applicable Law and Forum. This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

18.8 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.

18.9 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.

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

19. Natural Disaster Field Response. This Section addresses field work in response to natural disasters and is not intended to conflict with or duplicate Section 2.9 or any other provision of this Agreement.

19.1 Collect, Package, Transport & Dispose of Hazardous Waste. For services rendered under this Section, CONTRACTOR shall collect, package, transport and dispose of Hazardous Waste in accordance with the instructions of the COUNTY Director of Transportation and Public Works and in compliance with all applicable laws and regulations and provisions of this Agreement.

19.2 Consolidation at Household Toxics Facility. CONTRACTOR may use the Household Toxics Facility as a consolidation point for natural disaster-related Hazardous Waste.

19.3 Track and Maintain Separate Records. CONTRACTOR shall track and maintain records, including, but not limited to initial shipping papers and timesheets, for all work and waste related to natural disaster cleanup. Such records shall be maintained separate from records of other services provided under this Agreement.

19.4 Comply with Administrative Procedures. CONTRACTOR shall comply with any and all administrative procedures established by the Director of Transportation and Public Works related to implementing natural disaster services and record keeping.

19.5 Compensation for Natural Disaster Services. For services rendered under this Section, COUNTY shall pay CONTRACTOR an hourly rate for labor as follows: Project Manager \$44; Chemist \$32; Technician \$24; and \$200 per truck per service day for transportation. All other costs will conform to those set forth in Section 5, Exhibit A-1 and Exhibit A-2 of this Agreement."

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of all parties.

“Agency”:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chairperson, SCWMA Board of Directors

“Contractor”:

Clean Harbors Environmental Services Inc.

By: _____

APPROVED AS TO FORM FOR AGENCY:

Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

Agency Executive Director

Exhibit A-1

Mobilization Cost Sheet

Personnel

	Hours per week	Hours per year	Cost per hour	Annual Cost
Contract Manager	4	208	50	\$10,400.00
Project Manager	40	2080	44	\$91,520.00
Chemist	40	2080	32	\$66,560.00
Technician 1	40	2080	24	\$49,920.00
Technician 2	40	2080	24	\$49,920.00
Technician 3	40	2080	24	\$49,920.00
Technician 4	40	2080	24	\$49,920.00
Admin Support	40	2080	19	\$39,520.00
Annual Labor Costs				\$407,680.00

Equipment

Capital equipment charges are based on amortizing the total costs over a five year contract term.

Annual Equipment Cost	\$12,840
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Materials/Supplies/Administration

Annual Materials/Supplies/Administration	\$17,760
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Latex Paint Containers

Agency shall reimburse Contractor for latex paint containers purchased by Contractor for the latex reuse program at a rate of \$8.00 per container.

Agency shall have the option to provide containers outside of the Contract and forgo payment to Contractor.

Agency shall have the option to have PaintCare reimburse Contractor for latex paint containers purchased by Contractor and no payment shall be required from Agency.

Bonds*

\$500,000 Performance Bond	\$15,000
\$100,000 Payment Bond	

Annual Operating Costs

	Annual Cost	Monthly Cost
Personnel	\$407,680	\$33,973
Equipment	\$12,840	\$1,070
Materials	\$17,760	\$1,480
Bonds	\$15,000	\$1,250
Total Costs	\$453,280	\$37,773

Load Check Cost Sheet

\$380 per site

Disposal based on Exhibit A - 3

Exhibit A-2 Waste Disposal Cost Sheet

Chemical Category	Disposal Method	Packing Method	Meter Box	Yard Box	55 gallon Drum	30 gallon Drum	20 gallon Drum	10 gallon Drum	5 gallon Drum	Other
Flammable & Poison										
Flammable solid/liquid	DI	LO	600	610	210	170	150	120	75	
Bulked Flammable liquids	FT	B		*	145	120	*	*	*	
Oil-base paint	FT	B		*	160	135	*	*	*	
Oil-base paint	FT	LO	600	480	150	120	*	*	*	
Poison (excl. aerosols)	DI	LO	760	680	235	190	170	130	75	
Poison (excl. aerosols)	DI	B		*	285	230	*	*	*	
Acid										
Inorganic acid	DI	LO		*	*	170	150	120	75	
Inorganic acid	T	B		*	*	180	*	*	*	
Organic acid	DI	LO		*	240	170	150	120	75	
Organic acid	DI	B		*	250	180	*	*	*	
Base										
Inorganic base	DI	LO		*	*	170	150	120	75	
Inorganic base	T	B		*	*	180	*	*	*	
Organic base	DI	LO		*	240	170	150	120	75	
Organic base	DI	B		*	250	180	*	*	*	
Oxidizer										
Neutral oxidizers	DI	LP		*	270	190	160	130	80	
Organic peroxides	DI	LP		*	*	*	*	*	80	
Oxidizing acid	DI	LP		*	*	190	160	130	80	
Oxidizing base	DI	LP		*	*	190	160	130	80	
PCB-containing										
PCB-containing paint	DI	B		*	520	420	*	*	*	
PCB-containing paint	DI	LO		*	485	390	*	*	*	
Other PCB waste	DI	LO		*	485	390	315	205	100	
PCB Ballasts/Capacitors	R	LO		*	485	390	315	205	100	
Aerosol										
Corrosive aerosols	DI	LO	710	620	200	170	150	120	75	
Flammable aerosols (1)	R	LO	680	590	190	170	150	120	75	
Flammable aerosols (1)	DI	LO	710	620	200	170	150	120	75	
Poison aerosols	DI	LO	710	620	200	170	150	120	75	
Reclaimable										
Antifreeze	R	B		*	*	*	*	*	*	2.00/gal
Car batteries	R	PA		*	*	*	*	*	*	no charge
Fluorescent bulbs (4', 6' & 8')	R	LO		*	*	*	*	*	*	0.14/foot
Crushed Fluorescent bulbs	R	LO		*	525	*	*	*	*	
Ultra Violet (UV) bulbs	R	LO		*	*	*	*	*	*	\$5.00/bulb
HID Lamps (Metal Halide)	R	EA	*	*	*	*	*	*	*	\$1.25/lamp
Circular & Compact Fluor. Lamps	R	EA	*	*	*	*	*	*	*	\$0.65/lamp
High/Low Pressure Sodium lamps	R	EA	*	*	*	*	*	*	*	\$2.25/lamp
Mercury Vapor Fluorescent lamps	R	EA	*	*	*	*	*	*	*	\$0.65/lamp
Latex paint (3)	R	B		*	170	*	*	*	*	
Latex paint (3)	R	LO		390	180	*	*	*	*	
Motor oil/oil products	R	B		*	*	*	*	*	*	\$100/ P/U
Oil filters	R	LO		*	95	80	*	*	*	
Mercury (metallic)	R	LP		*	*	*	*	*	245	
Other										
Medical waste	DI	LO		*	*	110	100	90	50	
Household batteries	R	LO		*	*	*	*	*	*	0.70/pound
Household batteries	LF	LO		*	190	140	125	115	90	
Lithium batteries	R	LO		*	*	60	50	40	35	
Nicad batteries	R	LO		*	75	60	50	40	35	
Creosote Treated Wood	LF	RO		*	*	*	*	*	*	\$160/Cu.Yd
Creosote Treated Wood	LF	LO	500	460	190	*	*	*	*	
Propane (Coleman Stove)	DI	LO		*	540	460	*	*	*	
Propane (BBQ Type)	R	EA		*	*	*	*	*	*	\$25/each
Labpacks - non-reactive (2)	R	EA		*	*	*	*	*	*	\$2.85/lb
Labpacks - reactive (2)				*	*	*	*	*	*	\$ 5.65/lb
Overpacked drums (addition to disposal)				*	*	*	*	*	*	\$100 each
Class 9/Non-RCRA (excl. fertilizers)	DI	LO	760	680	235	190	170	130	75	
Class 9 Fertilizers	R	LO		*	*	190	160	130	80	
Empty Contaminated Drums	DI	EA		*	30	20	20	*	*	
Asbestos										
	LF	RO		*	*	*	*	*	*	\$160/Cu.Yd
	LF	LO		460	190	140	125	115	90	

Key: **Packing Method:** LO = Loosepack; B = Bulk; LP = Labpack; RO = Rolloff; TT = Tank Truck
Disposal Method: R = Recycle; T = Treat; I = Incinerate; L = Landfilled

- * Not an appropriate size/type package for the waste stream
- (1) Aerosols going for incineration can be mixed types, shipped as consumer commodity, ORM-D
- (2) A minimum of \$100 per container will be charged
- 3 Latex paint may only be sent to a Recycler and charged upon written agreement by the SCWMA

Exhibit A-3

Loadcheck Disposal Cost Sheet

Chemical Category	Disposal Method	Packing Method	Cost per Lb	Other
Labor Fee \$380/visit				
Flammable & Poison				
Flammable solid/liquid	DI	LO	\$1.50	
Bulked Flammable liquids	FT	B	\$0.37	
Oil-base paint	FT	B	\$0.29	
Oil-base paint	FT	LO	\$0.79	
Poison (excl. aerosols)	DI	LO	\$1.51	
Acid				
Inorganic acid	DI	LO	\$2.05	
Organic acid	DI	LO	\$1.79	
Base				
Inorganic base	DI	LO	\$2.22	
Organic base	DI	LO	\$1.82	
Oxidizer				
Neutral oxidizers	DI	LP	\$2.03	
Organic peroxides	DI	LP	\$17.78	
Oxidizing acid	DI	LP	\$2.03	
Oxidizing base	DI	LP	\$2.03	
PCB-containing				
PCB-containing paint	DI	B	\$1.53	
PCB-containing paint	DI	LO	\$1.53	
Other PCB waste	DI	LO	\$1.53	
PCB Ballasts/Capacitors	R	LO	\$1.53	
Aerosol				
Corrosive aerosols	DI	LO	\$1.61	
Flammable aerosols (1)	R	LO	\$1.61	
Flammable aerosols	DI	LO	\$1.61	
Poison aerosols	DI	LO	\$1.61	
Reclaimable				
Antifreeze	R	B	\$0.18	
Fluorescent bulbs (4' & 8')	R	LO		0.14/ft
HID Lamps (Metal Halide)	R	LO	\$1.25/lamp	
Circular & Compact Fluor. Lamps	R	LO	\$0.65/lamp	
High/Low Pressure Sodium lamps	R	LO	\$2.25/lamp	
Mercury Vapor Fluorescent lamps	R	LO	\$0.65/lamp	
Latex paint	R	B	\$0.31	
Motor oil/oil products	R	B	\$0.04	
Oil filters	R	LO	\$0.48	
Ultra Violet (UV) bulbs	R	LO		\$5.00/bulb
Mercury (metallic)	R	LP	\$13.61	
Other				
Medical waste	DI	LO	\$5.48	
Household batteries	R	LO	\$0.46	
Household batteries	LF	LO	\$0.46	
Lithium batteries			\$0.46	
Nicad batteries			\$0.46	
Propane (Coleman Stove)	DI	LO		\$4/ea
Propane (BBQ Type)	R	EA		\$25/ea
Labpacks - non-reactive	DI	LP	\$2.85	
Labpacks - reactive	DI	LP	\$5.65	
Overpacked drums (addition to disposal)				\$100.00
Class 9/Non-RCRA (excl. fertilizers)			\$1.85	
Class 9 Fertilizers			\$1.85	
Empty Contaminated Drums	R	EA		\$30/ea
Asbestos				
	LF	RO		*
	LF	LO	\$4.20	

Key: Packing Method: LO = Loosepack; B = Bulk; LP = Labpack; RO = Rolloff
Disposal Method: R = Recycle; T = Treat; I = Incinerate; L = Landfilled

(1) Aerosols going for incineration can be mixed types, shipped as consumer commodity, ORM-D

Exhibit H-1

CESQG Cost Sheet

Chemical Category	Disposal Method	Packing Method	Cost per Lb	Other
Processing Fee \$25/visit				
Flammable & Poison				
Flammable solid/liquid	DI	LO	\$1.65	
Bulked Flammable liquids	FT	B	\$0.40	
Oil-base paint	FT	B	\$0.40	
Oil-base paint	FT	LO	\$0.90	
Poison (excl. aerosols)	DI	LO	\$1.70	
Reactive and explosive	DI	LP	\$6.20	
Acid				
Inorganic acid	DI	LO	\$2.25	
Organic acid	DI	LO	\$2.00	
Base				
Inorganic base	DI	LO	\$2.45	
Organic base	DI	LO	\$2.00	
Oxidizer				
Neutral oxidizers	DI	LP	\$2.25	
Organic peroxides	DI	LP	\$19.60	
Oxidizing acid	DI	LP	\$2.25	
Oxidizing base	DI	LP	\$2.25	
PCB-containing				
PCB-containing paint	DI	B	\$1.70	
PCB-containing paint	DI	LO	\$1.70	
Other PCB waste	DI	LO	\$1.70	
PCB Ballasts/Capacitors	R	LO	\$1.70	
Aerosol				
Corrosive aerosols	DI	LO	\$1.65	
Flammable aerosols (1)	R	LO	\$1.65	
Flammable aerosols	DI	LO	\$1.65	
Poison aerosols	DI	LO	\$1.65	
Reclaimable				
Antifreeze	R	B	\$0.20	
Fluorescent bulbs (4' & 8')	R	LO		.16/ft
HID Lamps (Metal Halide)	R	LO	\$1.37/lamp	
Circular & Compact Fluor. Lamps	R	LO	\$0.72/lamp	
High/Low Pressure Sodium lamps	R	LO	\$2.47/lamp	
Mercury Vapor Fluorescent lamps	R	LO	\$0.72/lamp	
Latex paint	R	B	\$0.40	
Motor oil/oil products	R	B	\$0.20	
Oil filters	R	LO	\$0.53	
Ultra Violet (UV) bulbs	R	LO		\$5.00/bulb
Mercury (metallic)	R	LP	\$15.00	
Other				
Medical waste	DI	LO	\$5.50	
Household batteries	R	LO	\$0.70	
Household batteries	LF	LO	\$0.70	
Lithium batteries	R	LO	\$0.70	
Nicad batteries	R	LO	\$0.70	
Auto batteries	R	B	\$0.70	
Propane (Coleman Stove)	DI	LO		4.50/ea
Propane (BBQ Type)	R	EA		27.50/ea
Labpacks - non-reactive	DI	LP	\$3.15	
Labpacks - reactive	DI	LP	\$6.25	
Overpacked drums (addition to disposal)				\$100.00
Class 9/Non-RCRA (excl. fertilizers)	DI	LO	\$2.00	
Class 9 Fertilizers	DI	LO	\$2.05	
Empty Contaminated Drums	R	EA		\$30/ea
Asbestos				
	LF	RO	*	*
	LF	LO	\$4.65	

Key: Packing Method: LO = Loosepack; B = Bulk; LP = Labpack; RO = Rolloff
Disposal Method: R = Recycle; T = Treat; I = Incinerate; L = Landfilled

(1) Aerosols going for incineration can be mixed types, shipped as consumer commodity, ORM-D

Exhibit H-2

Emergency Response Cost Sheet

Contractor will bill the emergency response waste in one of the following three manners:

1. By the pound or gallon, if brought in unpackaged as per the pricing listed in the CESQG Cost Sheet.
2. By the drum using costs listed in the Waste Disposal Cost Sheet, subtracting the cost of the drum, as listed below, if brought in pre-packaged using drums supplied by the emergency response crew.
3. By the drum using costs listed in the Waste Disposal Cost Sheet, if Contractor provides the drum.

Packaging Type	Size	Cost
Yard Box, Fiber		\$48
Meter Box, Fiber		\$60
Drums, Metal	85 gal (recon)	\$85
	55 gal	\$34
	55 gal (recon)	\$26
	30 gal	\$24
Drums, Fiber	55 gal	\$18
	30 gal	\$16
	20 gal	\$14
	10 gal	\$12
	5 gal	\$8
Drums, Plastic	85 gal (recon)	\$145
	55 gal	\$32
	30 gal	\$24
	5 gal	\$6

RESOLUTION NO.:

DATED: May 15, 2013

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
APPROVING THE AGREEMENT BETWEEN
SONOMA COUNTY WASTE MANAGEMENT AGENCY,
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.
FOR OPERATIONS OF HOUSEHOLD HAZARDOUS WASTE PROGRAMS

WHEREAS, Agency desires to collect hazardous waste, at the existing Household Hazardous Waste Facility ("HHW Facility") from residents, businesses that qualify as Conditionally Exempt Small Quantity Generators ("CESQG"), Hazardous Waste Load Check Programs, and emergency response cleanups; and

WHEREAS, Agency is to administer the operation of the HHW Facility; and

WHEREAS, Agency desires to contract with a qualified, experienced Contractor to operate the HHW Facility and provide appropriate reuse, recycling and disposal of collected wastes; and

WHEREAS, Agency has selected Contractor through a competitive request for proposal process and found Contractor to be qualified and experienced in the processing and disposal of hazardous wastes; and

WHEREAS, Agency and Contractor desire to enter into this Agreement whereby Contractor shall perform hazardous waste processing and disposal services as described in this Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the terms of the Agreement between the Agency and Clean Harbors Environmental Services, Inc. and authorizes the Chairperson to execute the Agreement on behalf of the Agency.

MEMBERS:

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

AYES -- NOES -- ABSENT -- ABSTAIN --

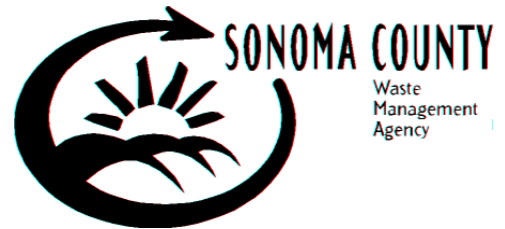
SO ORDERED

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

ATTEST:

DATE:

Patrick Carter, Acting Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



May 15, 2013

Alison Keane, General Counsel
PaintCare
1500 Rhode Island Ave., NW
Washington, DC 20005

RE: PaintCare Collection Location

Dear Ms. Keane:

As the holder of the Permit by Rule issued by the California Department of Toxic Substances Control, the Sonoma County Waste Management Agency entered into an agreement with Clean Harbors Environmental Services Inc. to collect and dispose of post-consumer paint as well as other household hazardous waste at permanent and temporary collection locations.

With the enactment of the California Paint Stewardship Law (California Public Resources Code Sections 48700-48706) a new option exists for the collection of post-consumer paint. The Sonoma County Waste Management Agency hereby authorizes Clean Harbors Environmental Services Inc. to collect, handle and arrange for the disposition of post-consumer paint collected at Sonoma County Waste Management Agency's permitted collection locations and temporary events pursuant to the legislative authorization and requirements under the California Paint Stewardship Law and California Health and Safety Code Sections 25217-25217.4.

Sonoma County Waste Management Agency understands that collection of paint pursuant to California Health and Safety Code Sections 25217-25217.4 may require Clean Harbors Environmental Services Inc. to enter into a contract with PaintCare, Inc. for these purposes. This letter constitutes Sonoma County Waste Management Agency's authorization for Clean Harbors Environmental Services Inc. to enter into an agreement for the collection of post-consumer paint on behalf of the Sonoma County Waste Management Agency from our permitted collection locations and temporary events.

If you have any questions or need further information, please do not hesitate to contact Lisa Steinman at (707) 565-3632.

Sincerely,

Henry J. Mikus, Executive Director
Sonoma County Waste Management Agency

cc: SCWMA Board Members



Clean Harbors Environmental Services, Inc.
1030 Commercial Street
Suite 107
San Jose, CA 95070
408.451.5000
www.cleanharbors.com

Date: March 19, 2013

To: Lisa Steinman

RE: Contract Extension

Ms. Steinman:

Since 2006 Clean Harbors Environmental Services (CHES) has partnered with the Sonoma County Waste Management Agency (SCWMA) in the operation of the SCWMA's Household Hazardous Waste Program for Sonoma County. In the spirit of this partnership CHES has provided excellent service to the residents of Sonoma County, advertizing funds to promote the SCWMA's CESQG program, personnel to assist in advertising aimed at the County's Spanish speaking residents, and provided containers at no cost to the SCWMA for the latex paint recycling program. In continuance with this partnership CHES is willing to offer a contract extension at the SCWMA Board's direction and respectfully requests the following modifications.

With the rising costs of petroleum based products CHES can no longer provide the five gallon containers, used in the latex recycling program, at no cost. CHES asks that a rate of \$8.00 per container be added to the contract extension beginning July 1st, 2013 if the cost is not being covered by the California Paint Program, or the SCWMA provide the 5 gallon pails.

CHES would also like to request the ability to approach the SCWMA for fuel recovery if the national average cost of diesel rises above \$4.40 per gallon. The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>). Fuel recovery will be applied based upon the attached schedule to the entire monthly invoice.

<u>Diesel Price Range</u>	<u>Recovery</u>
\$4.41 - \$4.50	.5%
\$4.51 - \$4.60	1.0%
\$4.61 - \$4.70	1.5%

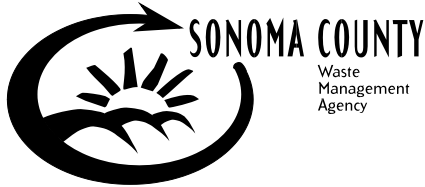
0.5% will continue to apply for each \$0.10 increase in diesel cost above \$4.70/gal.



Thank you for allowing Clean Harbors the opportunity to provide this proposal to you. If you have any questions please contact Curt Lock at 408-592-2585 or lock.curt@cleanharbors.com.



Mark Mooney,
Vice President of Sales, Western Region



Agenda Item #: 9
Cost Center: All
Staff Contact: Mikus
Agenda Date: 5/15/2013

ITEM: Upcoming Summer Meeting Dates and Agendas

I. BACKGROUND

Upcoming Board meetings are scheduled for June 19, 2013, July 17, 2013, and August 21, 2013.

At its discretion, the Board has often decided to cancel a meeting during the summer months. In 2011 it was the July meeting, and in 2012 it was the August meeting (although a special meeting ended up being called for late August).

Staff had planned to bring the question regarding cancelling a summer meeting to the Board at the June meeting. However, circumstances suggest that discussion be held earlier than June.

The draft June meeting agenda contemplated two Regular Calendar topics: A "Report on Compost Site Analysis" as a follow up to the compost site Final EIR presentation last month, and the "Carryout Bag Ordinance First Reading" which would include certification of the Final EIR for the Carryout Bags Ordinance.

The draft July agenda also lists two Regular Calendar items: the "Carryout Bag Ordinance Adoption" which includes the Second Reading, and a further discussion regarding selection of a new compost site.

II. DISCUSSION

Despite very earnest efforts to schedule final presentations to our members' governing bodies on the carryout bag ordinance by early June, so that the planned sequence for ordinance adoption could begin at the Board's June meeting, it is clear that cannot occur. The probable situation is that presentations, with the resulting Councils'/Board's directions to their Agency Board Members, will only be complete in time for the July Board meeting. Thus the new planned schedule would call for certification of the bags Final EIR and the First Reading of the ordinance in July, with the Second Reading and vote on ordinance adoption occurring at the subsequent meeting. A consequence would be compression of the time between adoption and implementation, which is planned for January 1, 2014. The time interval is necessary to perform education throughout the community on the ordinance, and to allow adequate time for merchants to adjust to changing the types of bags they can utilize.

This also leaves but a single topic for discussion at the June meeting.

The Board meetings normally are held at the Santa Rosa Council Chambers, but as is usual each June, the Chambers are unavailable due to the City of Santa Rosa annual budget discussions. The Agency will have to find an alternate meeting site for June.

The Board could consider several possible ways to accommodate the shifts in schedules and agenda topics in the most efficient way possible in mapping the upcoming months' meeting schedules and agenda topics.

The Board could decide, given the major decision ahead on the subject, that having a single topic meeting to discuss the new compost site choice would allow an appropriate focus and time length, and would elect to still hold a June meeting. Or, the Board could elect to cancel the June meeting in order to not hold a shorter single topic meeting.

Given the revised time line on the carryout bag ordinance, it would appear unwise to cancel the July meeting, especially if the June meeting was cancelled.

A third decision point would be whether or not to provide a summer break by cancelling the August meeting. The negative with this possibility is that the final actions on the carryout bag ordinance would not occur until the September meeting.

III. FUNDING IMPACTS

None

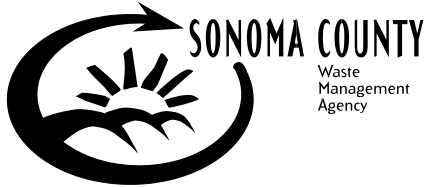
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

In order to accommodate timelines and subject matter, staff recommends cancellation of the June Board meeting, and recommends that both the July and August Board meetings remain on the schedule.

V. ATTACHMENTS

None

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA



Agenda Item #: 10
Cost Center: All
Staff Contact: Mikus
Agenda Date: 5/15/2013

ITEM: Change to Standard Meeting Date Request

I. BACKGROUND

At the very first Agency Board meeting on Wednesday April 15, 1992 the Board's meeting date was established as the third Wednesday of the month. The available records indicate this standard meeting date has been in effect since, with the few exceptions to the general rule due to holiday adjustments.

Currently the monthly Board meetings are held in the Santa Rosa City Council Chambers at 100 Santa Rosa Avenue, Santa Rosa, California.

II. DISCUSSION

Sonoma County Supervisor Shirlee Zane, who joined the Board as the County representative effective January 2013, has requested consideration of moving the meeting date due to a conflict with another board on which she serves. A copy of her request is attached; her suggestion would be to move the Board meetings to either the second or fourth Wednesdays of the month.

At the April 17, 2013 Board meeting staff relayed Supervisor Zane's request to the Board. The Board agreed to discuss the request to change the standard meeting date as an agenda item at the May Board meeting.

Staff has checked with the City of Santa Rosa, and the City Council Chambers are typically available the second Wednesday of the month at our normal 9:00 AM to 11:30 AM meeting time, but not on the fourth Wednesday of the month.

III. FUNDING IMPACTS

None

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends that the Board considers Supervisor Zane's request specifically for the second Wednesday of the month only, due to the availability of the Santa Rosa City Council Chambers.

If the Board does agree to change the standard Board meeting date, staff adopting the Resolution Amending the Agency Regular Meeting Schedule and recommends the change be effective with the first meeting following a summer break (canceling a summer month meeting, as discussed previously in Agenda Item 9) in order to smoothly transition through the first, shorter interval month.

Alternatively, if the Board decided the schedule should remain on the third Wednesday of each month, staff recommends the Board adopt the Resolution Confirming the Agency Regular Meeting Schedule.

V. ATTACHMENTS

Supervisor Zane request

Resolution Amending the Agency Regular Meeting Schedule
Resolution Confirming the Agency Regular Meeting Schedule

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

From: [Michelle Whitman](#)
To: [Henry Mikus](#)
Subject: Request from Supervisor Zane
Date: Thursday, March 28, 2013 8:43:25 AM

Dear Henry,

I understand you are on leave right now but I want to pass along a request from Supervisor Zane. She has a recurring Bay Area Air Quality District Board meeting the first and third Wednesdays of each month. Looking forward, is there any possibility that the SCWMA meetings could be scheduled the second or fourth Wednesday of each month? Shirlee feels strongly that the meetings should include her.

Best regards,

Michelle Whitman
District Director to Supervisor Shirlee Zane
Sonoma County Board of Supervisors
(707) 565-2241

Dated: May 15, 2013

WHEREAS, the Ralph M. Brown Act (Government Sections 54950 and following) requires that this Sonoma County Waste Management Agency ("Agency") establish a time and place for regular meetings;

WHEREAS, pursuant to Resolutions Number 92-001 and 92-009 Agency established a time and place for regular meetings and desires to change the time for regular meetings;

NOW, THEREFORE BE IT RESOLVED that the time for regular meetings of the Agency shall be amended to be the second Wednesday of each month at 9:00 a.m. at the Santa Rosa City Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

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

SO ORDERED.

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

DATE:

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

Dated: May 15, 2013

WHEREAS, the Ralph M. Brown Act (Government Sections 54950 and following) requires that this Sonoma County Waste Management Agency ("Agency") establish a time and place for regular meetings;

WHEREAS, pursuant to Resolutions Number 92-001 and 92-009 Agency established a time and place for regular meetings and desires to change the time for regular meetings;

NOW, THEREFORE BE IT RESOLVED that the time for regular meetings of the Agency shall be amended to be the third Wednesday of each month at 9:00 a.m. at the Santa Rosa City Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California.

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

AYES -- NOES -- ABSENT -- ABSTAIN --

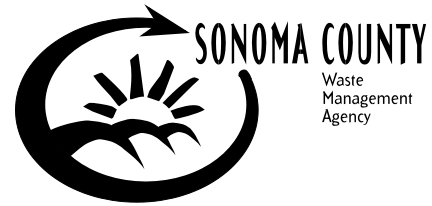
SO ORDERED.

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

ATTEST:

DATE:

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



To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: May 15, 2013 Agenda Notes

Consent Calendar

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

- 4.1 Minutes of the March 20, 2013 Board meeting: regular approval.
- 4.2 3rd Quarter Financial Report: regular approval, normal recurring item

Regular Calendar

- 5. Report on C&D Ordinance and Regional Programs: As part of the budget approval discussions staff were asked to put together a status report on our current regional C&D diversion efforts. The Agency made a draft regional C&D ordinance in 2009 which has not received any real support. It is possible part of the reason for this lies in the unique and differing ways each of our members has addressed C&D. Each member has found value in their particular methods, and use of a standard ordinance could be problematic in matching each methodology. However, staff has identified some potential areas where uniformity between jurisdictions could be improved.
- 6. Update on the "Zero-Discharge" Project: SCS has completed a "Zero-Discharge" Plan for our compost site, which has been sent to the County (as the permit holder) for submittal to the Water Board. The Plan outlines for alternative methods for achieving "Zero-Discharge" and has developed a time line for compliance.
- 7. HHW Site License Agreement: We have been working with County staff to reach agreement on language for an HHW site License. As of this writing we are down to a couple difficult legal differences on items related to indemnification, so the latest draft is included in your agenda packet. Our plan is to settle these questions by the Board meeting next week.
- 8. HHW Agreement Extension: Please note this is a "**Unanimous Vote**" item. The HHW contract extension was one of the items agreed to in concept as part of our recent FY 13-14 budget discussions. One difference is that because of the Site License we are

negotiating with the County, this will just be a two-party agreement between the Agency and our contractor, Clean Harbors Environmental Services. However, in crafting the extension we also did some contractual housekeeping to acknowledge some program changes; the largest change involves allowing our initial participation with PaintCare with some expected savings. This will set us up to have accurate financial data for the next fiscal year budget (FY 14-15).

9. Upcoming Summer Meeting Dates and Agendas: Our initial plans for meeting over the summer were to have the first reading of the ordinance on carryout bags in June, and allow the Board to take a summer break either in July or August. However, it is now clear we will not be able to get final assent from all governing bodies on carryout bags by the June meeting. With June then reduced to a single agenda item, and the bags time line compressed, we are suggesting the Board cancel the June meeting but keep meetings scheduled for July and August.
10. Change to Standard Meeting Date Request: Our Sonoma County Board member Shirlee Zane has requested the Board consider changing the standard meeting date due to her conflicts. The second Wednesday is available for meetings at the Santa Rosa Council chambers.
11. Attachments/Correspondence: There are several items this month presented under "Reports by Staff and Others" in addition to this "Director's Agenda Notes" report:
 - 11.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for May and April 2013.
 - 11.2.b Update on MCR-2 Project: Our MCR-2 Outreach Project has hit stride with visits to multi-family complexes, so we have a brief report with some numbers regarding visits and outreach events planned and completed.
 - 11.2.c Letters Regarding State Legislation: Typically our "letters of support" are aimed at EPR type legislation, and are positive. However this month two of the letters are a bit of an exception. The California Legislature is considering AB 158 and SB 405, which are a version of a carryout bag ban. However, there are a couple issues. One is that this legislation has a threshold based on volume of business in dollars or size of facility for which businesses this applies to. Thus these bills are not as comprehensive as our planned ordinance. Also many other groups/jurisdictions have concerns about pre-emption, particularly that an unintended consequence of these bills would be to re-open existing local ordinances to legal challenges. We have written letters to the bills' sponsors indicating we could support them if our issues are addressed.
 - 11.2.d Cinco de Mayo Outreach Event Report: We use C2 Alternative Services to contract for Spanish Language services, which include translation of our written outreach materials and staffing at many of our outreach events. Typically Hugo Mata of C2 provides excellent written reports about their work at events with a Spanish language focus. We are including the report Hugo did from their work on our behalf at the "Cinco de Mayo" celebration in the Roseland section of Santa Rosa, as an example of the excellent outreach service we are receiving.

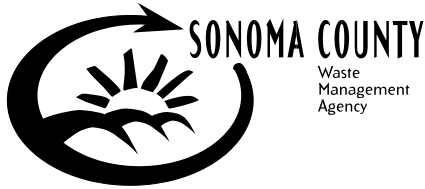
May 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
2	9:30 AM	Tour of Central Disposal Site, Reach Elementary School, Sebastopol
3	11 AM	California Rare Fruit Growers, Compost Site Tour
5	3 – 9 PM	Cinco de Mayo Event, Santa Rosa
7	1 PM	Community Services and Environmental Commission, Compost Site Tour
7	4 – 8 PM	Community Toxics Collection, Boyes Hot Springs
8	10 AM	Integrity Waste, Compost Site Tour
11	12 – 5 PM	Cinco de Mayo Cultural Celebration, Windsor Town Green
14	4 – 8 PM	Community Toxics Collection, Healdsburg
15	5 – 8:30 PM	Wednesday Night Market, Santa Rosa
18, 19	8 AM – 4 PM	Electronics Waste Collection Event, Santa Rosa Whole Foods Coddington
21	4 – 8 PM	Community Toxics Collection, Sonoma
22	10 AM	Cloverdale Green Thumb Garden Club, Compost Site Tour
22	10:30 AM	East Bay Garden Club, Compost Site Tour
22	5 – 8:30 PM	Wednesday Night Market, Santa Rosa
28	4 – 8 PM	Community Toxics Collection, Santa Rosa, NW

June 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
4	4 – 8 PM	Community Toxics Collection, Oakmont
5	5 – 8:30 PM	Wednesday Night Market, Santa Rosa
7	7 AM – 1:30 PM	Wine Grape Commission Tradeshow, Santa Rosa
11	7:30 – 8:30 AM	Santa Rosa Breakfast Club, Compost Presentation
11	4 – 8 PM	Community Toxics Collection, Cloverdale
14	1:30-4:30 PM	Korbel Health Fair, Healdsburg
17	10 AM	Tour of Central Disposal Site, Girl Scout Troop
18	4 – 8 PM	Community Toxics Collection, Graton
20	9 AM	Graton Labor Center, Graton
22	8 AM – 4 PM	Electronics Waste Collection Event, Oakmont central facility parking lot
25	4 – 8 PM	Community Toxics Collection, Santa Rosa, SW

Standard Events: Oil outreach via booths at area DMV offices most Wednesdays and Fridays weather permitting.



Agenda Item #: 11.2.b
Cost Center: Education
Staff Contact: Mikus
Agenda Date: 5/15/2013

Item: Update Report on MCR-2 Project

I. BACKGROUND

Utilizing City/County Payment Program beverage container grant funding, during FY 11-12 the Agency conducted a Mandatory Commercial Recycling (MCR) education outreach program to commercial businesses and multifamily residences. This program was prompted by what were then California's upcoming mandatory commercial recycling regulation requirements. Promulgated via AB 341 in October 2011, MCR was made obligatory effective July 1, 2012.

The Agency disseminated information about MCR and the relevant recycling programs extant within our region via a combination of distributing written information and visiting organizations covered under the MCR regulations. Agency staff provided oversight and support, with temporary contract personnel utilized for the actual contacts and other daily activities. This methodology proved very effective as the program was accomplished within the projected budget, with the number of visits exceeding our target. As part of the project, a fairly comprehensive database listing the firms, organizations, groups, or entities subject to the MCR regulations was developed.

During the initial MCR program, several sectors of the MCR target community were identified as requiring further outreach educational work. For example, during the initial MCR program contacts, only property owners and managers of multi-family residential complexes were contacted. However, it became clear the real opportunity to effect positive change would be through direct contact with residents. Similarly, work with the developed database indicated that within the general grouping of hotels, motels, and similar lodging establishments, those establishments that provided more affordable accommodations are a sub-group where a large opportunity to increase recycling exists. Finally, because the opportunity for permanent behavior change is highest among young people of student age, additional outreach education efforts aimed at our school population would be effective.

Staff developed a plan for utilizing FY 12-13 grant funds to support a second MCR education outreach program based on the successful model utilized in our initial MCR program. Staff would provide oversight and support for temporary contract employees, who would have as their main focus sessions directly with multi-family residential complex residents. Additional efforts would also be made to meet with the sub-group of affordable hotels/motels, and with schools. Support for visits requiring Spanish language capability would be provided by personnel from the Ratto Group of Companies.

The Board approved a final version of a project budget at the September 2012 Board meeting. Funding would be via the city/county payment program grant monies. The project budget was set at \$72,300.00.

II. DISCUSSION

The MCR-2 program began in earnest during the early part of this year. Initial efforts were to develop multi-lingual educational materials, including door hangars suitable for multi-family complexes. The

MCR-1 database was also updated and checked, as it was to be the main resource for identifying multi-family complexes that would benefit from our visits.

Once resource materials were complete, and a list of sites to visit was in hand, our outreach personnel began calling to set up visits. Unfortunately, we found that phone calls were not an optimum method to reach property managers, as these individuals' work day involved much time away from their offices and phones.

As an alternate we have developed a revised plan for setting up visits that has been much more successful. We have found direct visits to complexes, purposely short but with the goal of establishing dates and times for follow-up full educational visits, to be much more successful. We also have found increased success working through property owners or management companies to contact on-site management personnel for visits. As a result we have been able to hold our first education sessions and schedule numerous events for the weeks ahead.

Thus far, the numbers quantifying our efforts are as follows:

Initial site visits completed:	32
Scheduled initial site visits:	4
Complexes identified for initial site visits but not scheduled:	54
Upcoming outreach events scheduled:	23
Outreach events already completed:	3
Properties that are seeking recycling services as result of Agency outreach:	7

III. FUNDING IMPACT

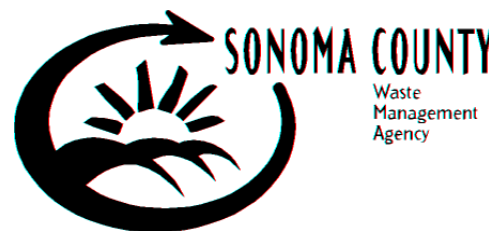
The MCR-2 project is currently operating within its planned budget.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None required.

Approved by: _____
Henry J. Mikus, Executive Director, SCWMA

Item 11.2.c



May 6, 2013

Assembly Member Marc Levine
PO Box 942849
Room 104
Sacramento, CA 94249-0010
Sent by Fax: (916) 319-2110

Subject: Assembly Bill 158 (Single-Use Carryout Bags)

Dear Assembly Member Levine,

The Sonoma County Waste Management Agency (SCWMA), formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education.

The SCWMA is on the verge of adopting a County-Wide Single-Use Carryout Bag Ban Ordinance. Thus, in general we applaud and support any efforts to limit the environmentally damaging use of single-use carryout bags, and we are encouraged by the California Legislature's work via AB 158 and SB 405 to enact a state-wide ban.

However, we cannot offer unqualified support to AB 158, of which you are the author and sponsor. The SCWMA has two issues of question:

First, there appears to be differences between the scope of AB 158 and the ordinance we intend to enact locally. Our ordinance seeks to place limits on all retail establishments, not just groceries and stores over a given size. Doing such a broader reaching ban was clearly the will of our citizens as expressed through numerous public hearings and stakeholder forums that were held preparatory to drafting our ordinance. Also, we contemplate setting a minimum charge for the purchase of paper single-use bags, which has been clearly proven to provide a deterrent to use of such bags; AB 158 sets no such fee.

Second, we are concerned regarding pre-emption. Many other California jurisdictions have enacted single-use carryout bag bans and have expressed worry that a state-level ban will either negate their efforts or will open their programs to further legal challenges. It is our understanding that some efforts have taken place to respond to these pre-emption questions to "grandfather" existing local efforts. As our local bag ban ordinance is not quite adopted, and we have spent considerable time and expense to develop our ordinance to suit the needs of our citizens, the possibility that just by timing our ordinance might be jeopardized needs to be considered.

If language could be included in AB 158 to address pre-emption that includes “grandfathering” in-process local single-use bag ban efforts including ours, we could then offer support for this bill.

If you have any questions about our position, please contact our office at (707) 565-3788.

Sincerely,

Henry J. Mikus, Executive Director
Sonoma County Waste Management Agency

cc: All Members, Assembly Appropriations Committee
Assembly Member Wesley Chesbro, co-author, fax: (916) 319-2102
Assembly Member Tom Ammiano, co-author, fax: (916) 319-2117
Assembly Member Bonnie Lowenthal, co-author, fax: (916) 319-2170
Assembly Member Susan Talamantes Eggman, fax: (916) 319-2113
State Senator Noreen Evans, fax: (916) 323-6958
Jason Rhine, League of California Cities, fax (916)-658-8240
Cara Martinson, California State Association of Counties, via email
Mike Sweeney, Mendocino County Waste Management Authority, via email
Steve Devine, County of Marin Department of Public Works, via email
SCWMA Board Members

Item 11.2.c



May 6, 2013

Senator Alex Padilla
State Capitol, Room 104
Sacramento, CA 95814
Sent by Fax: (916) 651-6645

Subject: Senate Bill 405 (Single-Use Carryout Bags)

Dear Senator Padilla,

The Sonoma County Waste Management Agency (SCWMA), formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education.

The SCWMA is on the verge of adopting a County-Wide Single-Use Carryout Bag Ban Ordinance. Thus, in general we applaud and support any efforts to limit the environmentally damaging use of single-use carryout bags, and we are encouraged by the California Legislature's work via AB 158 and SB 405 to enact a state-wide ban.

However, we cannot offer unqualified support to SB 405, of which you are the author and sponsor. The SCWMA has two issues of question:

First, there appears to be differences between the scope of AB 405 and the ordinance we intend to enact locally. Our ordinance seeks to place limits on all retail establishments, not just groceries and stores over a given size. Doing such a broader reaching ban was clearly the will of our citizens as expressed through numerous public hearings and stakeholder forums that were held preparatory to drafting our ordinance. Also, we contemplate setting a minimum charge for the purchase of paper single-use bags, which has been clearly proven to provide a deterrent to use of such bags; AB 158 sets no such fee.

Second, we are concerned regarding pre-emption. Many other California jurisdictions have enacted single-use carryout bag bans and have expressed worry that a state-level ban will either negate their efforts or will open their programs to further legal challenges. It is our understanding that some efforts have taken place to respond to these pre-emption questions to "grandfather" existing local efforts. As our local bag ban ordinance is not quite adopted, and we have spent considerable time and expense to develop our ordinance to suit the needs of our citizens, the possibility that just by timing our ordinance might be jeopardized needs to be considered.

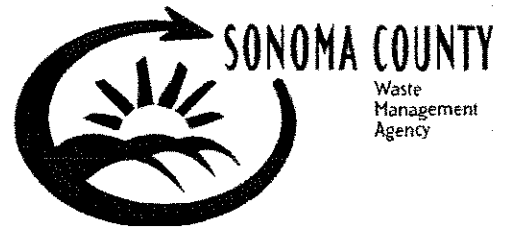
If language could be included in AB 405 to address pre-emption that includes “grandfathering” in-process local single-use bag ban efforts including ours, we could then offer support for this bill.

If you have any questions about our position, please contact our office at (707) 565-3788.

Sincerely,

Henry J. Mikus, Executive Director
Sonoma County Waste Management Agency

cc: All Members, Senate Appropriations Committee
Assembly Member Susan Talamantes Eggman, fax: (916) 319-2113
State Senator Noreen Evans, fax: (916) 323-6958
Jason Rhine, League of California Cities, fax (916)-658-8240
Cara Martinson, California State Association of Counties, via email
Mike Sweeney, Mendocino County Waste Management Authority, via email
Steve Devine, County of Marin Department of Public Works, via email
SCWMA Board Members



April 16, 2013

Assemblymember Bob Wieckowski
Chair, Assembly Judiciary Committee
1020 N Street, Room 104
Sacramento, CA 95814
Sent by Fax: (916) 319-2188

SUBJECT: ASSEMBLY BILL 403 (NEEDLE STICK PREVENTION) SUPPORT

Dear Chairman Wieckowski,

The Sonoma County Waste Management Agency (SCWMA), formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education.

In June 2001, the SCWMA, recognizing that Extended Producer Responsibility (EPR) is a waste management approach that significantly improves our ability to manage discarded hazardous products, approved a resolution supporting EPR policies and efforts by governmental and non-governmental organizations to develop such policies. All nine incorporated cities and the County of Sonoma have since passed EPR resolutions.

The SCWMA supports Extended Producer Responsibility (EPR) policies that shift California's product waste management system from one focused on local government funded and ratepayer financed to one that relies on producer responsibility in order to reduce public costs and drive improvements in product design that promote environmental sustainability.

The SCWMA strongly supports Assembly Bill (AB) 403 (Stone/Eggman), which will allow producers of sharps, as defined, to create, finance and manage an EPR system for California consumers to safely and conveniently dispose of home-generated used medical sharps.

Used sharps can carry infectious and deadly diseases. There are many cases in recent years of solid waste workers and the general public coming into contact with illegally disposed used sharps. Being punctured by a used sharp is a painful and stressful experience for the victim and their family, involving many medical visits and blood tests to determine if a long-term or life-threatening disease has been transmitted from the puncture wound.


Local government, by default, has carried the financial burden of managing home-generated sharps collection programs, broadly financed by taxpayers or utility ratepayers, when most of these tax or rate payers never directly benefited from use of the sharps. Despite these efforts, used sharps are too often illegally disposed in the trash, down the toilet, dumped on beaches and found in parks where they pose a health hazard for members of the public and solid waste workers. It is time for the producers of medical sharps to share the responsibility of properly managing this dangerous waste and remove the financial burden from the public.

The diabetes prevalence in Sonoma County adults is 5.9%, or upwards of 23,000 people. A significant percentage of the diabetic population is estimated to be taking insulin. In 2012, the cost to manage 2,070 pounds of home generated sharps collected through Sonoma County's Household Toxics Facility (HHTF) was \$9,860. Only a small percentage of the sharps used by Sonoma County residents came through the HHTF program.

We strongly believe that AB 403 is the right solution to this public health problem because it creates a privately managed and financed system to allow consumers to safely and conveniently dispose of used home-generated sharps. It gives the producers freedom to design and create their own product stewardship program, while providing the appropriate State oversight and enforcement by placing authority with the California Department of Resources Recycling and Recovery (CalRecycle) to approve the product stewardship plan. AB 403 also outlines requirements for proper financing, consistent and robust public outreach, and clear performance goals tied to specific dates. This EPR system will ultimately lead to less illegal disposal of used sharps, a decrease in solid waste worker injuries, and fewer injuries to the general public. For these reasons, the SCWMA strongly supports AB 403.

If you have any questions about our position, please contact Lisa Steinman, at (707) 565-3632

Signature



Henry J. Mikus, Executive Director
Sonoma County Waste Management Agency

cc: Members, Assembly Judiciary Committee:
Donald P. Wagner (Vice Chair), fax: (916) 319-2168
Luis A. Alejo, fax: (916) 319-2130
Ed Chau, fax: (916) 319-2149
Roger Dickinson, fax: (916) 319 - 2107
Cristina Garcia, fax: (916) 319-2158
Jeff Gorell, fax: (916) 319-2144
Brian Maienschein, fax: (916) 319-2177
Al Muratsuchi, fax: (916) 319-2166
Mark Stone, fax: (916) 319-2129

Assemblymember Susan Eggman, fax: (916) 319-2113
Assemblymember Wesley Chesbro, fax: (916) 319-2102
State Senator Noreen Evans, fax: (916) 323-6958
SCWMA Board Members
Heidi Sanborn, California Product Stewardship Council, email: Heidi@calpsc.org

Cinco de Mayo 2013

**Eco-Desk, Used Motor oil Recycling, Sonoma County Water Agency,
Sonoma Compost and Medication Collection Program
(Santa Rosa, Roseland Area)**

May 5, 2013



The Roseland Area Cinco de Mayo Celebration was once again one of the biggest events in Sonoma County. According to the paper Press Democrat, mentioned that more than 10,000 people gathered to enjoy the festivities and share with their families at this wonderful community event. This yearly event not only gathers the Latino Community, but the community at large. It was the perfect venue to celebrate, share with family and

friends, and to gather information on the different agencies that provide services to Sonoma County.



Just like last year's celebration, the event offered a little bit of everything; music, lots of food, entertainment and community information. It was great to see the interest from people coming to our booth to ask their questions, get information and have a chance to spin the Dip-Stick Wheel; which continues to be a big attraction for the kids. Since we had the new copies of the 2013 Recycling Guide, people were interested in getting a copy; especially

because they wanted to know the calendars for the Community Toxics Collection, the E-waste collection events and any new updates.

While people patiently waited their turn to spin the wheel, we had the opportunity to find out more about their background with regards to general recycling, recycling of used motor oil and filters and yardwaste. We also got information on their household toxics collection, including expired or unwanted medication. It was here that we emphasized the proper collection of medications and the



importance of keeping them out of our waterways. It was good to hear them share their stories and answering their questions as we provided them with the recycling guide and other materials.

The kids wanted to spin the wheel and answer a question in order to get their prize (temporary tattoos). Parents patiently waited for their kids, so we had the perfect opportunity to talk to them about the different programs available in the



county. Many of those people that stopped by our booth happened to be Do-It-Yourself oil changers, so we talked to them about the oil filter drainers and how they could get one. This was also a good way to inform them of the importance of recycling used motor oil and filters. They were all very happy to get the containers and very thankful that we were present at this multicultural event.

Once again we partnered with other agencies to outreach this event. This time we worked with the Sonoma County Water Agency, Sonoma Compost and the Medicine Disposal program. Our table not only offered information on used motor oil and filter recycling and recycling in general; it also offered information on ways to conserve water including the Qualified Water Efficient Landscaper (QWEL) program and other water conservation programs, as well as water pollution prevention, and the compost program by Sonoma Compost.

Many of the questions we received from people that approached our booth included information on proper disposal of household toxics, bulky items and e-waste. There were also questions on recycling of old mattresses and tires.

Once people were informed of the different disposal and/or recycling options found in the recycling guide, we had a good conversation on things they do at home to reduce, reuse and recycle. A person asked what to do with oil mixed with water. There were a few new residents that recently arrived to Sonoma County, so they had questions on what goes into what container (green, blue, gray/black). They took a recycling guide and were encouraged to call the Eco-Desk line or visit www.recyclenow.org to get more information.

We also had a chance to talk to event goers about the yardwaste; what goes in the green container, and what happens to all the material collected in Sonoma County. Some kids and their parents were surprised to learn that they could also include kitchen scraps. Sonoma Compost provided us with compost samples, so those who approached our booth took a bag of compost; which they seem to love. There were a few people that proudly wanted to share information on how they do their own compost and how they used it in their gardens. A few people mentioned they loved the compost and had recently acquired a few yards, while others were excited to get the coupons provided by Sonoma Compost.

Overall, it was a great event and a good opportunity to outreach a huge part of the Latino community in Sonoma County, and the community at large. This is definitely an event we recommend outreaching next year.