

SONOMA COUNTY WASTE MANAGEMENT AGENCY

ADJOURNED REGULAR MEETING

(Please note different location)

October 24, 2012

9:00 a.m.

Cotati Room at Ray Miller Community Center
216 East School Street
Cotati, CA 94931

Estimated Ending Time 11:30 a.m.

***** UNANIMOUS VOTE ON ITEM #6 *****

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 September 19, 2012 (pg. 3) | |
| 4.2 FY 12-13 First Quarter Financial Report (pg. 10) | |
| <u>Regular Calendar</u> | |
| 5. Public Hearing for Receiving Comments on Recirculated Draft Environmental Impact Report (EIR) [Carter](Attachments) (pg. 23) | Discussion/Action Organics |
| 6. Compost Operations Contract [Carter](Attachments) (pg. 49) | UNANIMOUS VOTE Organics |
| 7. Joint Powers Agreement Expiration [Mikus, Coleson](Attachment) (pg. 59) | Discussion ALL |
| 8. Sonoma County/City Solid Waste Advisory (SWAG) [Barbose] | Discussion/Action Planning |

9. Attachments/Correspondence:
 - 9.1 Director's Agenda Notes (pg. 80)
 - 9.2 Reports by Staff and Others:
 - 9.2.a October, November, and December 2012 Outreach Events (pg. 82)
 - 9.2.b Agenda Plan Worksheet (pg. 83)
10. On file w/Clerk: for copy call 565-3579
Resolutions approved in September 2012
2012-015 Resolution of the SCWMA Adopting Budget Adjustments to the Annual Budget for Fiscal Year 2012-2013
11. Boardmember Comments
12. Staff Comments
13. Next SCWMA meeting: Please note the November 21, 2012 Regular Meeting is cancelled and will be replaced by an "Adjourned Regular Meeting" to be held December 5, 2012.
14. Adjourn

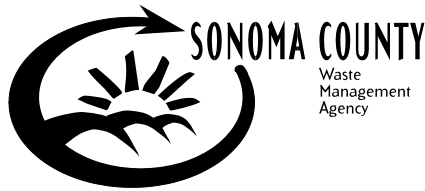
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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 September 19, 2012

The Sonoma County Waste Management Agency met on September 19, 2012, 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

Nina Regor, Chair
Susan Harvey
Mike Kirn
Dan St. John
John McArthur
Dell Tredinnick
Sue Kelly
Steve Barbose
Susan Klassen
Matt Mullan

Staff Present:

Counsel
Staff

Recorder

Janet Coleson
Patrick Carter
Karina Chilcott
Debra Dowdell

1. Call to Order/Introductions

The meeting was called to order at 9:03 a.m.

2. Agenda Approval

Susan Klassen, County of Sonoma, had questions on Items 4.3, 4.4 and 4.6. Henry Mikus, Executive Director, noted that there were some corrections needed to the July 18, 2012 Minutes.

Mike Kirn, City of Healdsburg, moved to approve the agenda with the changes noted. Susan Harvey, City of Cotati, seconded. Petaluma absent. Motion carried.

3. Public Comments (items not on the agenda)

None.

Dan St. John, City of Petaluma arrived at 9:07 a.m.

Consent

- 4.1 Minutes of July 18, 2012**
- 4.2 Minutes of Special Meeting August 23, 2012**
- 4.3 Budget Adjustments for FY 12-13**
- 4.4 FY 11-12 Year-End Financial Report**
- 4.5 2012 Biennial Review of Conflict of Interest**
- 4.6 Facilitator Services: Evaluations of Agency Counsel & Executive Director**

Sue Kelly, City of Sebastopol moved to approve Items 4.2 and 4.5. Susan Harvey, City of Cotati, seconded. Town of Windsor, County of Sonoma and City of Santa Rosa abstained from Item 4.2. Motion carried.

Henry Mikus, Executive Director, noted that in Item 4.1, the July 18, 2012 Minutes, Paragraph 1 indicated a Special meeting but it was not and in Paragraph 3 the motion by Susan Harvey should indicate City of Cotati not City of Sonoma.

Susan Klassen, County of Sonoma, moved to approve the July Minutes as amended. Matt Mullan, Town of Windsor, seconded. Motion carried.

Susan Klassen, County of Sonoma, asked for some explanation on Items 4.3. and 4.4. Mr. Carter addressed and clarified her concerns.

Susan Klassen, County of Sonoma, moved to approve Item 4.3. Susan Harvey, City of Cotati, seconded. Motion carried unanimously.

Susan Harvey, City of Cotati, moved to approve Item 4.4. Mike Kirn, City of Healdsburg, seconded. Motion carried.

Susan Klassen, County of Sonoma, asked why Item 4.6 did not include input from contractors outside the Agency in the scope of work. Mr. Mikus explained that it was brought up to the perspective facilitator's and both thought it was not appropriate for the type of evaluation needed.

Susan Harvey, City of Cotati, moved to approve Item 4.6. Sue Kelly, City of Sebastopol, seconded. Motion carried.

Regular Calendar

5. Compost Relocation Update

Patrick Carter reported that the Admin Draft EIR had been reviewed and feedback was provided to the consultant's to ready it for publishing. It will be presented at the October Agency meeting. There will then be a 45 day comment period which will end in late October or early November. All comments should be addressed in time to schedule consideration of the Final EIR in January.

Board Discussion

Sue Kelly, City of Sebastopol, asked when jurisdiction presentations would be made. Mr. Carter replied that presentations would be made sometime between late January and early March.

Dan St. John, City of Petaluma, asked if the comments the City of Petaluma provided would be addressed. Mr. Carter responded that they would be addressed in the Final EIR.

Public Comment

None.

6. Multi-Family Recycling Education Project Grant Cycle 2

Henry Mikus, Executive Director, announced that as per the direction of the Board he met with the Ratto Group to discuss assisting the Agency with education outreach and they agreed to provide Spanish language help. This would be an approximate \$9,000 savings to the Agency.

Board Discussion

Susan Harvey, City of Cotati, asked what the plan was for the schools. Mr. Mikus answered that there has been a problem getting through to the right people at the schools but he hopes to do at least 25 school visits. Ms. Harvey thanked the Ratto Group for partnering with the Agency.

Matt Mullan, Town of Windsor, said he appreciated the Ratto Group stepping forward and assisting the Agency and he'd like to see more of that.

Public Comment

None.

Board Comment

None.

Matt Mullan, Town of Windsor, moved to approve the reduced project budget. Susan Harvey, City of Cotati, seconded. Motion carried.

7. Carryout Bags Ordinance Report

Patrick Carter announced that the Agency met with each City Council and the Board of Supervisors and the preferred method for implementing an ordinance would be a countywide SCWMA Ordinance. There was some feedback about having a set fee of 10 cents per paper carryout bag. It was suggested that warnings be built into the ordinance rather than heading straight into penalties. There was some concern about the reporting requirements and enforcement. Rincon Consultants was the top consulting firm that a proposal was received from. They believe they can do this EIR under the schedule proposed, which would finish up in March 2013 and then the ordinance adoption would be considered after that. Staff recommended proceeding with the carryout bag waste reduction ordinance under the countywide Agency implementation method.

Board Discussion

Susan Harvey, City of Cotati, asked for more clarification on the enforcement responsibility of the Agency Board. Mr. Carter explained that one jurisdiction wanted to have administrative penalties come before the Agency Board for consideration rather than the Agency Board delegating that task to the staff.

Steve Barbose, City of Sonoma, asked for a reminder on the record keeping reporting requirements. Mr. Carter responded that stores would be required to retain the records of carryout bags for three years.

Matt Mullan, Town of Windsor, said that having every levy come before the Board would be overwhelming with everything else they do. He suggested giving the authority to the Executive Director with the ability to be able to appeal to the Board. Janet Coleson, Agency Counsel, added that is what she would recommend. Mr. Mullan noted previous issues with moving forward with a regional approach and asked if those had been resolved. Ms. Coleson replied that they may not be fully resolved but it's been decided to move forward. One recommendation was to do some type of indemnification agreement between the Agency and the individual members to ensure Agency responsibility should there be any litigation.

Dan St. John, City of Petaluma, had questions about the appeal process. Janet Coleson, Agency Counsel, explained that the first step would be a warning letter then if the problem continued an administrative citation would be issued. If an appeal was requested then it would go to the Agency Board.

Chair Regor suggested that Agency Counsel take a look at the administrative ordinances for each city and possibly incorporate some of that language into the Agency Administrative Ordinance.

Mike Kirn, City of Healdsburg, said it's his understanding that there would be two ordinances that would be coming before the Board in the future, one for an administrative ordinance and a separate one for the bag ordinance.

Public Comment

None.

Matt Mullan, Town of Windsor, motioned to direct staff to proceed with the carryout bag waste reduction ordinance under the countywide agency implementation method. Steve Barbose, City of Sonoma, seconded. Motion carried.

8. Carryout Bags RFP for EIR Consultant

Patrick Carter announced that four proposals were received for the EIR Consultant. The proposals were reviewed and scored. The top ranked firm was Rincon Consultants. The proposed cost for the project was significantly lower than staff anticipated. The projected cost was \$41,740 and they are able to meet the Agency schedule. They have done this type of work for many other cities/counties and they have the CEQA process down. Staff recommends entering into an agreement for consulting services with Rincon Consultants to prepare a CEQA documentation with regard to a carryout bag waste reduction ordinance.

Susan Klassen, County of Sonoma, suggested changing the term date of the agreement. Mr. Carter explained that Item 3.1 of the agreement gives the option of extending the agreement up to six months.

Chair Regor asked for a summary of the criteria used to rank the proposals. Mr. Carter replied the level of CEQA analysis, experience, scope of work and budget were used to rank the proposals. Ms. Regor questioned why this would be a unanimous vote item when the amount is less than \$50,000. Mr. Carter responded that it is a majority vote.

Public Comment

None.

Steve Barbose, City of Sonoma moved to direct staff to enter into an agreement for consulting services with Rincon Consultants to prepare the CEQA documentation in regard to the carryout bag ordinance. Dell Tredinnick, City of Santa Rosa, seconded. Motion carried.

Matt Mullan, Town of Windsor, complimented the staff for their work on the RFP.

9. Spud Point Oil Collection Project

Henry Mikus, Executive Director, stated he would be reporting on this item instead of Ms. Steinman because she was asked to be a featured speaker at the North American Hazardous Materials Management Association (NAHMMA) today. A brief recap of the project discussion from the last Board meeting was given. At the July 18, 2012 SCWMA meeting, there was concern about the strength of the liability language in the contract with Sonoma County Regional Parks. With the aid of Counsel the language in the contract has been revised to be stronger and protect the Agency on liability issues on the Spud Point Project.

Chair Regor asked Susan Klassen if there were any outstanding issues on this with the Board of Supervisor's. Ms. Klassen was not aware of any.

Public Comment

None.

Susan Harvey, City of Cotati motioned to approve the Memorandum of Understanding (MOU) with the County and to delegate the signing authority to the Executive Director for expenses related to the development of Spud Point Arena as a public used oil and filter collection site not to exceed \$15,210. **Sue Kelly, City of Sebastopol** seconded. **Motion carried.**

Susan Klassen, County of Sonoma, asked if Regional Parks had already scheduled this on the Board of Supervisor's agenda. Mr. Mikus responded he did not know if it had been scheduled.

10. Sonoma County/City Solid Waste Advisory (SWAG)

Steve Barbose, City of Sonoma and SWAG liaison, gave an update on what the SWAG has been doing. Minutes of the SWAG meetings can be found on the TPW website at http://www.sonoma-county.org/tpw/divisions/integrated_waste/solid_waste_adv_group.htm

Rick Downey, Operations Manager for Republic Services, added that they are still discussing how they are going to answer all the questions that are coming to them from the Water Board and that they hope to have draft permit by October and approval sometime in January.

Board Discussion

Matt Mullan, Town of Windsor, was concerned that the SWAG went into a detailed discussion about transferring the compost facility to Republic's responsibility without it coming to the Agency and Board. He feels like control of the Agency is being lost because everybody else is telling them how to do their business. The fact that they don't invite the expertise of the staff or engage the Board in a discussion about the future and how things might be done better is very frustrating to him.

Susan Harvey, City of Cotati, said she asked that question at the SWAG meeting and didn't really get an answer.

Mr. Barbose commented that without a unanimous consent the agreement cannot be amended. Every jurisdiction is going to have to buy into it or it's going to grind to a halt. He didn't know when the idea of folding compost into Republic was conceived but his sense is that it's a relatively new idea.

Ms. Harvey remarked that if there are discussions around the Agency and its Board those individuals should be included in them.

Chair Regor mentioned that an alternative the County and Republic may want to consider in regard to compost is to look at having the composting handled through an agreement between Republic and the JPA. That would respect the structure of the JPA. There will be discussions about the future of the JPA because it's set to expire in 2017 but to accelerate that discussion beyond what all 10 jurisdiction's have had a chance to thoughtfully consider is unfair.

Public Comment

Anne Hancock, Climate Protection Campaign, thanked Mr. Barbose for the SWAG report. She said that in order to give good comment in both city and community perspective we need to be able to see the draft agreement. She believes that organics need to be kept out of the landfill and captured through a Material Recovery Facility (MRF) then turned into energy.

Board Comment

Susan Klassen, County of Sonoma, suggested that the Agency Board invite the folks involved in the discussion to come make a presentation and give an overview of what's being discussed.

Steve Barbose, City of Sonoma, said at the Special Meeting in August he brought that topic up and thinks it would be helpful to have a presentation before this Board. The contract will be available on October 18, 2012 which is after the scheduled October Agency Board meeting. He suggested rescheduling the next meeting to sometime after the SWAG meeting.

11. Climate Protection Campaign's Sebastopol Project

Ken Wells, Guiding Sustainability, reported on the results of the education and outreach project to enhance diversion of organic materials in the City of Sebastopol. The residences were divided into three groups. Group one was contacted directly by an education team, group two was given organics diversion information through direct mail delivery, and group three was used as the control for the study. Researchers tracked waste collection for four months. Data for this period showed no discernible increase in organics diversion in the two tests groups, when compared with the control group.

Board Discussion

Steve Barbose, City of Sonoma, commented that Sebastopol probably has a much higher organics rate than most cities. He asked Mr. Wells if he was aware of the diversion rates in San Francisco where food scrap recycling is mandatory. Mr. Wells did not know.

Mike Kirn, City of Healdsburg, commented that if this report is being utilized to make a final conclusion he would caution that this was a very limited study so it shouldn't be the basis for potentially expensive capital investments.

Public Comment

None.

12. Attachments/Correspondence

Chair Regor called attention to the Director's Agenda Notes, Reports by Staff and Others; September and October 2012 Outreach Events, EPR Update and Letters of Support.

13. On File with the Clerk

Chair Regor noted resolutions approved in July and August 2012, on file with the Clerk.

14. Boardmember Comments

Mike Kirn, City of Healdsburg, congratulated Patrick Carter on his promotion.

Chair Regor, commented that Lisa Steinman's ability to provide a presentation to a regional or even state board is a wonderful opportunity for employee development and to highlight some of the things the SCWMA is doing. She asked staff to pass along the Board's appreciation. Mr. Mikus added that he was able to see Lisa's presentation and she was quite complimentary and inclusive in recognizing the Agency's efforts.

15. Staff Comments

Henry Mikus, Executive Director, announced Patrick Carter's promotion to the SCWMA Department Analyst position which became vacant when Charlotte Fisher retired.

Patrick Carter announced that the allocations for the compost material were available and a copy was given to each Boardmember. Mr. Mullan requested to get the information electronically.

Karina Chilcott noted that the first Agency Goodwill E-waste/Styrofoam event took place this past weekend at the Cotati Park and Ride and she personally attended the event. About 200 cubic feet of mostly cleaned formed packaging material was collected and there were no problems. The next event will be October 20th and 21st at the Windsor Wal-Mart.

16. Next SCWMA Meeting, October 17, 2012.

17. Adjournment

Meeting adjourned at 10:56 a.m.

Respectfully submitted,
Debra Dowdell

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

Packet that was sent to Sebastopol residents from the Climate Protection Campaign



Agenda Item #: 4.2
Cost Center: All
Staff Contact: Mikus/Carter

Meeting Date: 10/24/2012

ITEM: FY 12-13 First 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 Quarter of FY 11-12 (July, August, and September, 2012).

II. DISCUSSION

The First Quarter Financial Report uses information from the County accounting system, Financial Account and Management Information System (FAMIS), for expenditures and revenues. The FY 2012-13 First Quarter Financial Report contains the actual amounts spent or received to date at the end of the quarter, the projected revenues and expenses, the adjusted budget, and the difference between the budget and the projections. With limited information (the first quarter of the fiscal year), this financial report is narrow in scope. For example, Tipping Fee Revenue only included two months' payments for the HHW, Education, and Planning cost centers and no payments for the Wood Waste and Yard Debris cost centers.

With regard to revenues, State-Other is projected to be below the adjusted budget due to a clerical error in the resolution which overstated revenues during the budgetary adjustments at the September 2012 SCWMA meeting. Other Sales are projected to be below budget due to the change in revenue sharing as a result of the 9th Amendment to the agreement with Sonoma Compost Company.

With regard to expenditures, Contract Services is projected to be under budget due to more favorable pricing as a result of the 9th Amendment to the agreement with Sonoma Compost Company, and as a result of the EIR consultant for the Carryout Bag Waste Reduction ordinance being significantly lower than budgeted. Administration Costs are projected to be under budget due to a staff vacancy.

A better picture of the SCWMA's financial situation will be presented after the end of the 2nd Quarter, in the Mid-Year Financial Report.

III. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 2012-13 First Quarter Financial Report on the Consent Calendar.

IV. ATTACHEMENTS

First Quarter Financial Report FY 2012-13 Revenue and Expenditure Comparison Summary

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

**First Quarter 12-13 Revenue and Expenditure Summary and Projection
Sonoma County Waste Management Agency**

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 | 7,161,820 | (70,202) |
| Total Expenditures | 6,737,040 | 694,493 | 7,431,533 | 7,158,827 | (272,706) |
| Net Cost | 221,716 | (22,205) | 199,511 | (2,993) | (202,504) |

B. Summary of Revenues

| | Actual July-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/(Under) Budget |
|--------------------------|--------------------------------|-------------------------------------------------|-----------------------------------------|-----------------------------------------|--------------------------------|
| Interest on Pooled Cash | 0 | 42,906 | 42,906 | 42,907 | (1) |
| State-Other | 0 | 332,256 | 332,256 | 372,457 | (40,201) |
| Tipping Fee Revenue | 230,572 | 4,734,443 | 4,965,015 | 4,965,015 | 0 |
| Other Sales | 0 | 90,000 | 90,000 | 120,000 | (30,000) |
| Miscellaneous Revenue | 0 | 27,000 | 27,000 | 27,000 | 0 |
| Donations/Reimbursements | 39,466 | 369,888 | 409,354 | 409,354 | 0 |
| OT-Within Enterprise | 8,000 | 1,287,289 | 1,295,289 | 1,295,289 | 0 |
| Total Revenues | 278,038 | 6,883,782 | 7,161,820 | 7,232,022 | (70,202) |

C. Summary of Expenditures

| | Actual July-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/(Under) Budget |
|-------------------------|--------------------------------|-----------------------------------------------------|-----------------------------------------|-----------------------------------------|--------------------------------|
| Liability Insurance | 0 | 9,228 | 9,228 | 8,999 | 229 |
| Memberships | 4,000 | 0 | 4,000 | 4,000 | 0 |
| Miscellaneous Expenses | 5,841 | 21,159 | 27,000 | 27,000 | 0 |
| Office Expense | 5,391 | 17,698 | 23,089 | 23,000 | 89 |
| Postage | 95 | 0 | 95 | 0 | 95 |
| Professional Services | 11,826 | 320,430 | 332,256 | 332,256 | 0 |
| County Services | 0 | 17,500 | 17,500 | 17,500 | 0 |
| Contract Services | 289,403 | 4,169,315 | 4,458,718 | 4,627,345 | (168,627) |
| Administration Costs | 62,329 | 685,062 | 747,391 | 853,076 | (105,685) |
| Engineering Services | 0 | 26,000 | 26,000 | 26,000 | 0 |
| Legal Services | 5,007 | 68,124 | 73,131 | 73,000 | 131 |
| Accounting Services | 0 | 8,738 | 8,738 | 8,738 | 0 |
| Audit Services | 0 | 21,000 | 21,000 | 21,000 | 0 |
| Advertising | 4,056 | 7,944 | 12,000 | 12,000 | 0 |
| Rents/Lease - Equipment | 409 | 2,454 | 2,863 | 2,340 | 523 |
| Rents/Leases | 4,140 | 24,260 | 28,400 | 28,400 | 0 |

| | | | | | |
|--------------------------|---|--------|--------|--------|---|
| Enforcement Agency | 0 | 50,000 | 50,000 | 50,000 | 0 |
| Professional Development | 0 | 1,450 | 1,450 | 1,450 | 0 |

C. Summary of Expenditures (cont.)

| | Actual July-Sept 12 | Expenditure Estimated Oct 12-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 | 101 | 2,899 | 3,000 | 3,000 | 0 |
| Travel Expense | 0 | 2,000 | 2,000 | 2,000 | 0 |
| Unclaimable County | 4 | 0 | 4 | 0 | 4 |
| Data Processing | 1,699 | 8,417 | 10,116 | 10,116 | 0 |
| DP-Supplemental | 536 | 0 | 536 | 0 | 536 |
| Total Supplies and Services | 394,837 | 5,465,978 | 5,860,815 | 6,133,520 | (272,705) |
| OT-Within Enterprise | 8,000 | 1,287,288 | 1,295,288 | 1,295,289 | (1) |
| OT-Between Enterprise (ISD) | 0 | 2,724 | 2,724 | 2,724 | 0 |
| Total Other Charges | 8,000 | 1,290,012 | 1,298,012 | 1,298,013 | (1) |
| Total Expenditures | 402,837 | 6,755,990 | 7,158,827 | 7,431,533 | (272,706) |

D. Summary of Net Costs

| | Actual July-Sept 12 | Net Cost Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/(Under) Budget |
|-----------------|------------------------|-----------------------------------------|--------------------------------|--------------------------------|------------------------|
| Net Cost | 124,799 | (127,792) | (2,993) | 199,511 | (202,504) |

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

799114

Revenues

| Sub-object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|-----------------------|--------------------------|-----------------------|----------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 1700 | Interest on Pooled Cash | | 179 | 179 | 179 | 0 |
| 2901 | Tipping Fee Revenue | | 191,955 | 191,955 | 191,955 | 0 |
| 4020 | Other Sales | | 30,000 | 30,000 | 40,000 | (10,000) |
| 4102 | Donations/reimbursements | | 5,000 | 5,000 | 5,000 | 0 |
| Total Revenues | | 0 | 227,134 | 227,134 | 237,134 | (10,000) |

Expenditures

| Sub-object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------------------|-----------------------|-----------------------|--------------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 6103 | Liability Insurance | | 861 | 861 | 840 | 21 |
| 6521 | County Services | | 1,700 | 1,700 | 1,700 | 0 |
| 6540 | Contract Services | 12,014 | 173,000 | 185,014 | 195,364 | (10,350) |
| 6573 | Administration Costs | 327 | 3,924 | 4,251 | 4,611 | (360) |
| 6629 | Accounting Services | | 839 | 839 | 839 | 0 |
| 6630 | Audit Services | | 500 | 500 | 500 | 0 |
| 7400 | Data Processing | 283 | 1,403 | 1,686 | 1,686 | 0 |
| Total Services and Supplies | | 12,624 | 182,227 | 194,851 | 205,540 | (10,689) |
| 8624 | OT-Within Enterprise | | 200,000 | 200,000 | 200,000 | 0 |
| 8648 | OT-Between Enterprise | | 454 | 454 | 454 | 0 |
| Total Other Charges | | 0 | 200,454 | 200,454 | 200,454 | 0 |
| Total Expenditures | | 12,624 | 382,681 | 395,305 | 405,994 | (10,689) |

The Agency has yet to receive any revenue from the County or from Sonoma Compost. The County has assured staff that payments should be up to date by the end of October when new reporting software is updated and that future payments will be made more timely. The revenue sharing arrangement with Sonoma Compost is such that payments are about one quarter off. For example, a revenue sharing payment from FY 11/12 is expected in October 2012.

Expenditures

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

Overview

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

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

799213

| Revenues | | Actual | Revenue | Total | Adjusted | Over/ |
|-----------------------|-------------------------|-------------|--------------------------|--------------------|------------------|-----------------|
| Sub-object | Description | Jul-Sept 12 | Estimated Oct 12-June 13 | Estimated FY 12-13 | Budget FY 12-13 | (Under) Budget |
| 1700 | Interest on Pooled Cash | | 2,653 | 2,653 | 2,653 | 0 |
| 2901 | Tipping Fee Revenue | | 3,315,310 | 3,315,310 | 3,315,310 | 0 |
| 4020 | Other Sales | | 60,000 | 60,000 | 80,000 | (20,000) |
| 4102 | Donations/Reimbursement | | 5,000 | 5,000 | 5,000 | 0 |
| Total Revenues | | 0 | 3,382,963 | 3,382,963 | 3,402,963 | (20,000) |

| Expenditures | | Actual | Expenditure | Total | Adjusted | Over/ |
|------------------------------------|-----------------------------|----------------|--------------------------|--------------------|------------------|------------------|
| Sub-object | Description | Jul-Sept 12 | Estimated Oct 12-June 13 | Estimated FY 12-13 | Budget FY 12-13 | (Under) Budget |
| 6104 | Liability Insurance | | 2,200 | 2,200 | 2,145 | 55 |
| 6400 | Office Expense | 89 | 0 | 89 | 0 | 89 |
| 6521 | County Services | | 3,300 | 3,300 | 3,300 | 0 |
| 6540 | Contract Services | 173,387 | 2,750,000 | 2,923,387 | 3,026,546 | (103,159) |
| 6573 | Administration Costs | 10,460 | 62,760 | 73,220 | 111,853 | (38,633) |
| 6610 | Legal Services | 1,131 | 0 | 1,131 | 1,000 | 131 |
| 6629 | Accounting Services | | 4,031 | 4,031 | 4,031 | 0 |
| 6630 | Audit Services | | 5,000 | 5,000 | 5,000 | 0 |
| 6820 | Rents/Leases - Equipment | 409 | 2,454 | 2,863 | 2,340 | 523 |
| 7062 | Enforcement Agency Fee | | 35,000 | 35,000 | 35,000 | 0 |
| 7110 | Professional Development | | 1,450 | 1,450 | 1,450 | 0 |
| 7301 | County Car | 101 | 2,899 | 3,000 | 3,000 | 0 |
| 7309 | Unclaimable County | 4 | 0 | 4 | 0 | 4 |
| 7400 | Data Processing | 567 | 2,805 | 3,372 | 3,372 | 0 |
| Total Services and Supplies | | 186,148 | 2,871,899 | 3,058,047 | 3,199,037 | (140,990) |
| 8624 | OT-Within Enterprise | | 425,000 | 425,000 | 425,000 | 0 |
| 8648 | OT-Between Enterprise (ISD) | | 908 | 908 | 908 | 0 |
| Total Other Charges | | 0 | 425,908 | 425,908 | 425,908 | 0 |
| Total Expenditures | | 186,148 | 3,297,807 | 3,483,955 | 3,624,945 | (140,990) |
| Net Cost | | 186,148 | (85,156) | 100,992 | 221,982 | (120,990) |

Revenues

The Agency has yet to receive any revenue for its yard debris cost center. Please see the explanation in the wood waste section.

Expenditures

Contract Services is projected to be below budget estimates but is difficult to project the full magnitude with only one payment made at the time of report preparation and with the uncertainty of the agreement after its expiration.

Administration Costs is projected to be below budget estimates due to the position vacancy.

Overview

Should the tonnages of yard waste coming to the composting facility in the first quarter of FY 12-13 continue, there would be more funds available for transfer to the Organics Reserve. No transfers will be made until after the end of the fiscal year.

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

799312

| Revenues | | Actual | Revenue | Total | Adjusted | Over/ |
|-----------------------|-------------------------|----------------|--------------------------|--------------------|------------------|-----------------|
| Sub-object | Description | Jul-Sept 12 | Estimated Oct 12-June 13 | Estimated FY 12-13 | Budget FY 12-13 | (Under) Budget |
| 1700 | Interest on Pooled Cash | | 65 | 65 | 65 | 0 |
| 2500 | State-Other | | 154,350 | 154,350 | 194,551 | (40,201) |
| 2901 | Tipping Fee Revenue | 180,999 | 963,335 | 1,144,334 | 1,144,334 | 0 |
| 4102 | Donations/Reimbursement | 35,154 | 320,590 | 355,744 | 355,744 | 0 |
| 4624 | OT-Within Enterprise | | 315,756 | 315,756 | 315,756 | 0 |
| Total Revenues | | 216,153 | 1,754,096 | 1,970,249 | 2,010,450 | (40,201) |

| Expenditures | | Actual | Expenditure | Total | Adjusted | Over/ |
|------------------------------------|-----------------------------|----------------|--------------------------|--------------------|------------------|----------------|
| Sub-object | Description | Jul-Sept 12 | Estimated Oct 12-June 13 | Estimated FY 12-13 | Budget FY 12-13 | (Under) Budget |
| 6104 | Liability Insurance | | 4,014 | 4,014 | 3,914 | 100 |
| 6280 | Memberships | 4,000 | 0 | 4,000 | 4,000 | 0 |
| 6400 | Office Expense | 362 | 638 | 1,000 | 1,000 | 0 |
| 6500 | Professional Services | 10,823 | 143,527 | 154,350 | 154,350 | 0 |
| 6521 | County Services | | 5,000 | 5,000 | 5,000 | 0 |
| 6540 | Contract Services | 104,002 | 1,136,798 | 1,240,800 | 1,240,800 | 0 |
| 6573 | Administration Costs | 26,128 | 184,224 | 210,352 | 210,352 | 0 |
| 6610 | Legal Services | 566 | 1,434 | 2,000 | 2,000 | 0 |
| 6629 | Accounting Services | | 1,934 | 1,934 | 1,934 | 0 |
| 6630 | Audit Services | | 7,500 | 7,500 | 7,500 | 0 |
| 6785 | Advertising | 4,056 | 7,944 | 12,000 | 12,000 | 0 |
| 6840 | Rents/Leases - Buildings | | 23,000 | 23,000 | 23,000 | 0 |
| 7130 | Textbook/Tuition Reimburse | | 600 | 600 | 600 | 0 |
| 7400 | Data Processing | 283 | 1,403 | 1,686 | 1,686 | 0 |
| Total Services and Supplies | | 150,220 | 1,518,016 | 1,668,236 | 1,668,136 | 100 |
| 8648 | OT-Between Enterprise (ISD) | | 454 | 454 | 454 | 0 |
| Total Other Charges | | 0 | 454 | 454 | 454 | 0 |
| Total Expenditures | | 150,220 | 1,518,470 | 1,668,690 | 1,668,590 | 100 |

| | | | | | | |
|-----------------|--|-----------------|------------------|------------------|------------------|---------------|
| Net Cost | | (65,933) | (235,626) | (301,559) | (341,860) | 40,301 |
|-----------------|--|-----------------|------------------|------------------|------------------|---------------|

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.

Overview

Though it is difficult to project revenues with two payments of tipping fees and e-waste payments, the HHW cost center is projected to have a surplus, even before receiving a transfer from the HHW Facility Reserve.

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

799411

Revenues

| Sub-object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|-----------------------|-------------------------|-----------------------|----------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 1700 | Interest on Pooled Cash | | 83 | 83 | 83 | 0 |
| 2500 | State-Other | | 177,906 | 177,906 | 177,906 | 0 |
| 2901 | Tipping Fee Revenue | 46,114 | 245,436 | 291,550 | 291,550 | 0 |
| 4040 | Miscellaneous Revenue | | 27,000 | 27,000 | 27,000 | 0 |
| 4102 | Donations/Reimbursement | 4,021 | 36,546 | 40,567 | 40,567 | 0 |
| 4624 | OT-Within Enterprise | | 45,841 | 45,841 | 45,841 | 0 |
| Total Revenues | | 50,135 | 532,812 | 582,947 | 582,947 | 0 |

Expenditures

| Sub-object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------------------|----------------------------------|-----------------------|--------------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 6103 | Liability Insurance | | 1,292 | 1,292 | 1,260 | 32 |
| 6300 | Miscellaneous Expense | 5,841 | 21,159 | 27,000 | 27,000 | 0 |
| 6400 | Office Expense | 4,780 | 10,220 | 15,000 | 15,000 | 0 |
| 6500 | Professional Services | 1,003 | 176,903 | 177,906 | 177,906 | 0 |
| 6521 | County Services | | 5,000 | 5,000 | 5,000 | 0 |
| 6540 | Contract Services | | 32,114 | 32,114 | 32,114 | 0 |
| 6573 | Administration Costs | 13,961 | 167,532 | 181,493 | 248,185 | (66,692) |
| 6610 | Legal Services | 1,073 | 18,927 | 20,000 | 20,000 | 0 |
| 6629 | Accounting Services | | 1,598 | 1,598 | 1,598 | 0 |
| 6630 | Audit Services | | 3,000 | 3,000 | 3,000 | 0 |
| 6840 | Rents/Leases - Buildings/Improve | 4,140 | 1,260 | 5,400 | 5,400 | 0 |
| 7130 | Textbook/Tuition Reimburse | | 1,100 | 1,100 | 1,100 | 0 |
| 7400 | Data Processing | 283 | 1,403 | 1,686 | 1,686 | 0 |
| 7415 | DP-Supplemental | 536 | 0 | 536 | 0 | 536 |
| Total Services and Supplies | | 31,617 | 441,508 | 473,125 | 539,249 | (66,124) |
| 8648 | OT-Between Enterprise (ISD) | | 454 | 454 | 454 | 0 |
| Total Other Charges | | 0 | 454 | 454 | 454 | 0 |
| Total Expenditures | | 31,617 | 441,962 | 473,579 | 539,703 | (66,124) |
| Net Cost | | (18,518) | (90,850) | (109,368) | (43,244) | (66,124) |

Expenditures

Expenditures are expected to meet projections except for administration costs due to a vacancy.

Overview

Though it is difficult to project revenues with two payments of tipping fees, the Education cost center is projected to have a surplus due to the staff vacancy. A transfer from the Contingency Reserve may not be necessary if Administrative Costs are as projected. Decisions regarding transfers will be made after the end of the fiscal year.

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

799510

Expenditures

| Sub- object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-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
FY 12-13 First Quarter Revenue and Expenditure Summary and Projection
Planning Detail

799619

Revenues

| Sub-object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|-----------------------|-------------------------|-----------------------|----------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 1700 | Interest on Pooled Cash | | 157 | 157 | 157 | 0 |
| 2901 | Tipping Fee Revenue | 3,459 | 18,407 | 21,866 | 21,866 | 0 |
| 4102 | Donations/Reimbursement | 291 | 2,752 | 3,043 | 3,043 | 0 |
| Total Revenues | | 3,750 | 21,316 | 25,066 | 25,066 | 0 |

Expenditures

| Sub-object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------------------|-----------------------------|-----------------------|--------------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 6103 | Liability Insurance | | 861 | 861 | 840 | 21 |
| 6521 | County Services | | 1,500 | 1,500 | 1,500 | 0 |
| 6573 | Administration Costs | 5,140 | 11,469 | 16,609 | 16,609 | 0 |
| 6629 | Accounting Services | | 336 | 336 | 336 | 0 |
| 6630 | Audit Services | | 1,000 | 1,000 | 1,000 | 0 |
| 7130 | Textbook/Tuition | | 600 | 600 | 600 | 0 |
| 7400 | Data Processing | 283 | 1,403 | 1,686 | 1,686 | 0 |
| Total Services and Supplies | | 5,423 | 17,169 | 22,592 | 22,571 | 21 |
| 8624 | OT-Within Enterprise | | 25,691 | 25,691 | 25,691 | 0 |
| 8648 | OT-Between Enterprise (ISD) | | 454 | 454 | 454 | 0 |
| Total Other Charges | | 0 | 26,145 | 26,145 | 26,145 | 0 |
| Total Expenditures | | 5,423 | 43,314 | 48,737 | 48,716 | 21 |
| Net Cost | | 1,673 | 21,998 | 23,671 | 23,650 | 21 |

Overview

At this time, revenues and expenditures are meeting projections.

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

799221

Revenues

| Sub-object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|-----------------------|-------------------------|-----------------------|----------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 1700 | Interest on Pooled Cash | | 28,595 | 28,595 | 28,595 | 0 |
| 4624 | OT-Within Enterprise | | 625,000 | 625,000 | 625,000 | 0 |
| Total Revenues | | 0 | 653,595 | 653,595 | 653,595 | 0 |

Expenditures

| Sub-object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------------------|-------------------------|-----------------------|--------------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 6400 | Office Expense | 160 | 4,840 | 5,000 | 5,000 | 0 |
| 6410 | Postage | 95 | 0 | 95 | 0 | 95 |
| 6540 | Contract Services | 0 | 35,663 | 35,663 | 17,000 | 18,663 |
| 6573 | Administration Costs | 2,941 | 116,301 | 119,242 | 119,242 | 0 |
| 6590 | Engineering Services | | 26,000 | 26,000 | 26,000 | 0 |
| 6610 | Legal Services | 78 | 9,922 | 10,000 | 10,000 | 0 |
| 6630 | Audit Services | | 2,500 | 2,500 | 2,500 | 0 |
| 7062 | Enforcement Agency Fees | | 15,000 | 15,000 | 15,000 | 0 |
| 7302 | Travel Expense | | 2,000 | 2,000 | 2,000 | 0 |
| Total Services and Supplies | | 3,274 | 212,226 | 215,500 | 196,742 | 18,758 |

| | | | | | | |
|---------------------------|--|--------------|----------------|----------------|----------------|---------------|
| Total Expenditures | | 3,274 | 212,226 | 215,500 | 196,742 | 18,758 |
|---------------------------|--|--------------|----------------|----------------|----------------|---------------|

| | | | | | | |
|-----------------|--|--------------|------------------|------------------|------------------|---------------|
| Net Cost | | 3,274 | (441,369) | (438,095) | (456,853) | 18,758 |
|-----------------|--|--------------|------------------|------------------|------------------|---------------|

Expenditures

Contract Services is projected to be \$18,663 over budget. The compost relocation project EIR is expected to be completed this fiscal year. An additional appropriation transfer would be necessary to pay the 10% retention, per the agreement with ESA.

Overview

These reserve funds are restricted for use only for the organics program per the joint powers agreement.

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

799320

Revenues

| Sub- object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|---------------------------|-------------------------|-------------------------------|-------------------------------------------------|-----------------------------------------|-----------------------------------------|-------------------------------------|
| 1700 | Interest on Pooled Cash | | 361 | 361 | 361 | 0 |
| 4624 | OT-Within Enterprise | 7,273 | 0 | 7,273 | 7,273 | 0 |
| TOTAL REVENUES | | 7,273 | 361 | 7,634 | 7,634 | 0 |
| | | | | | | |
| TOTAL EXPENDITURES | | 0 | 0 | 0 | 0 | 0 |
| | | | | | | |
| NET COST | | (7,273) | (361) | (7,634) | (7,634) | 0 |

Overview

If interest payments meet projections, this cost center will meet its goal, per the SCWMA Reserve Policy.

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

799338

Revenues

| Sub- object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------|-------------------------|-------------------------------|-------------------------------------------------|-----------------------------------------|-----------------------------------------|-------------------------------------|
| 1700 | Interest on Pooled Cash | | 9,695 | 9,695 | 9,695 | 0 |
| Total Revenues | | 0 | 9,695 | 9,695 | 9,695 | 0 |

Expenditures

| Sub- object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|----------------------------|----------------------|-------------------------------|-----------------------------------------------------|-----------------------------------------|-----------------------------------------|-------------------------------------|
| 8624 | OT-Within Enterprise | 7,273 | 590,756 | 598,029 | 598,029 | 0 |
| Total Other Charges | | 7,273 | 590,756 | 598,029 | 598,029 | 0 |
| Total Expenditures | | 7,273 | 590,756 | 598,029 | 598,029 | 0 |
| Net Cost | | 7,273 | 581,061 | 588,334 | 588,334 | 0 |

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 first quarter is \$1,604,539.

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

799718

Revenues

| Sub-object | Description | Actual Jul-Sept 12 | Revenue Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|-----------------------|-------------------------|-----------------------|----------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 1700 | Interest on Pooled Cash | | 1,118 | 1,118 | 1,118 | 0 |
| 4624 | OT-Within Enterprise | 727 | 300,692 | 301,419 | 301,419 | 0 |
| Total Revenues | | 727 | 301,810 | 302,537 | 302,537 | 0 |

Expenditures

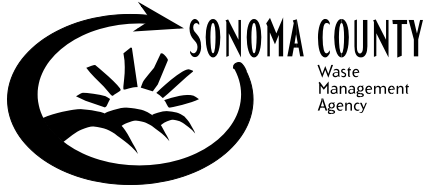
| Sub-object | Description | Actual Jul-Sept 12 | Expenditure Estimated Oct 12-June 13 | Total Estimated FY 12-13 | Adjusted Budget FY 12-13 | Over/ (Under) Budget |
|------------------------------------|----------------------|-----------------------|--------------------------------------------|--------------------------------|--------------------------------|----------------------------|
| 6400 | Office Expense | | 2,000 | 2,000 | 2,000 | 0 |
| 6521 | County Services | | 1,000 | 1,000 | 1,000 | 0 |
| 6540 | Contract Services | | 41,740 | 41,740 | 115,521 | (73,781) |
| 6573 | Administration Costs | 3,372 | 138,852 | 142,224 | 142,224 | 0 |
| 6610 | Legal Services | 2,159 | 37,841 | 40,000 | 40,000 | 0 |
| 6630 | Audit Services | | 1,500 | 1,500 | 1,500 | 0 |
| Total Services and Supplies | | 5,531 | 222,933 | 228,464 | 302,245 | (73,781) |
| 8624 | OT-Within Enterprise | | 45,841 | 45,841 | 45,841 | 0 |
| Total Other Charges | | 0 | 446,967 | 458,029 | 45,841 | 0 |
| Total Expenditures | | 5,531 | 669,900 | 686,493 | 348,086 | (73,781) |
| Net Cost | | 4,804 | 368,090 | 383,956 | 45,549 | (73,781) |

Expenditures

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

Overview

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



Agenda Item #: 5
Cost Center: Organics
Staff Contact: Carter
Agenda Date: 10/24/2012

ITEM: Public Hearing for Receiving Comments on the Recirculated Draft Environmental Impact Report

I. BACKGROUND

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

Project Milestones:

June 18, 2008 – the SCWMA Board selected one preferred site (Site 5a) and two alternative sites (Sites 13 and 14) to be studied further in an Environmental Impact Report (EIR).

March 18, 2009 – First Amendment, the term of the agreement with ESA was extended to December 31, 2009 and an alternative composting technology, aerated static pile, was added to the EIR.

May 20, 2009 – Second Amendment, Site 40 was added to the EIR to be studied at an equal level of detail as Site 5a.

December 2, 2009 – Third Amendment, the term of the agreement was extended to June 30, 2010.

February 17, 2010 – Fourth Amendment, Central Disposal Site was added to the EIR to be studied at an equal level as Sites 5a and 40. The term of the agreement was extended to October 31, 2010.

August 18, 2010 – Fifth Amendment, additional funds were appropriated to complete a Water Supply Assessment for Site 40. The term of the agreement was extended to March 16, 2011.

March 16, 2011 – Sixth Amendment, the term of the agreement was extended to November 16, 2011.

October 19, 2011 – Seventh Amendment, the term of the agreement was extended to August 31, 2012 and additional funds were added to complete the Draft EIR.

January 18, 2012 – Public hearing held to receive comments on the Draft EIR.

March 21, 2012 – Eighth Amendment, added additional funding to examine 200,000 tons per year of capacity at the Central Disposal Site and recirculate the chapters of the Draft EIR concerning the Central Disposal Site.

July 18, 2012 – Ninth Amendment, the term was extended to April 30, 2013.

II. DISCUSSION

On October 4, 2012, the Notice of Availability of the Recirculated Draft Environmental Impact Report was mailed out to interested parties and relevant public agencies, and the notice of completion was delivered to the California State Clearinghouse, beginning the 45 day comment period in accordance with CEQA guidelines. On October 8, 2012 a notice was published in the Press Democrat, a newspaper of general circulation, announcing the availability of the Recirculated Draft Environmental Impact Report (EIR) for the Compost Relocation Project and the date, time and location of today's public hearing.

The Draft EIR is available for viewing at the SCWMA office at the address listed below, at all Sonoma County Public Libraries, and online at <http://www.recyclenow.org/agency/reports.asp>.

There is a 45 day commenting period, beginning October 4, 2012 and ending November 19, 2012 at 4:00 pm. Written comments can be mailed or email to the following addresses:

Sonoma County Waste Management Agency
ATTN: Mr. Patrick Carter
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Fax: (707) 565-3701
patrick.carter@sonoma-county.org

III. FUNDING IMPACT

There is no funding impact to the SCWMA for accepting comments on the Recirculated Draft Environmental Impact Report during a public hearing.

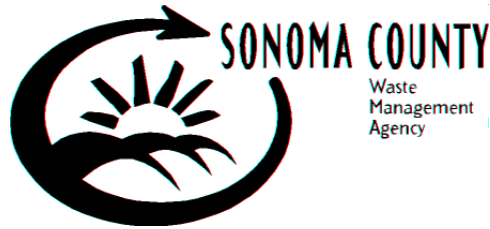
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the SCWMA Board open the public hearing to accept comments on the Draft EIR.

V. ATTACHMENTS

Notice of Availability
Presentation

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



***NOTICE OF AVAILABILITY OF
RECIRCULATED DRAFT ENVIRONMENTAL IMPACT REPORT AND PUBLIC
HEARING***

Project Title: SCWMA Compost Facility

Project Applicant: Sonoma County Waste Management Agency

Date: October 4, 2012

The Sonoma County Waste Management Agency (SCWMA), as the lead agency under the California Environmental Protection Act (CEQA), has prepared a Recirculated Draft Environmental Impact Report (RDEIR) for the SCWMA Compost Facility. This RDEIR addresses an increase in the amount of material processed at the Central Site Alternative from 110,000 tons per year (analyzed in the “2011 Draft EIR) to 200,000 tons per year (analyzed in this Recirculated Draft EIR). To assure that all the resource areas are appropriately analyzed, all the resource areas for the Central Site Alternative are reviewed in this RDEIR for impacts related to the increased capacity and operational changes. As to the increased throughput, recirculation of the entire 2011 Draft EIR is not required because other sites (Sites 5A and 40) were already analyzed for 200,000 tons per year.

The Central Site Alternative would include a compost facility with a pad area of approximately 22 acres that would require initial grading and disturbance of approximately 34 acres on the 400-acre Central Disposal Site property, located approximately 1.5 miles southwest of the City of Cotati, off of Mecham Road. After additional review of the site design and other aerated static pile (ASP) composting processes (e.g., covered aerated static piles), it was determined that the throughput goal of 200,000 tons per year could be reached by using cutting edge technologies such as the use of cement push walls, special covers, positive air pressure, and oxygen and temperature gauges connected to a computer system that manage the air pressure and allow for additional tons of materials to be composted on less space than with traditional windrow or other ASP composting processes.

The objectives for the proposed project are the relocation of the SCWMA’s composting operations from its current location (on top of an area that has previously been landfilled) at the County’s Central Disposal Site; the establishment of a permanent composting facility in Sonoma County with sufficient capacity for current and future quantities; and to assist jurisdictions within SCWMA’s service area in meeting the goals and objectives for waste diversion as set forth in the California Integrated Waste Management Act of 1989 (AB 939).

Significant adverse environmental impacts

The following significant adverse impacts associated with the Central Site Alternative would be unavoidable, even with the implementation of the mitigation measures identified in this RDEIR:

Central Site Alternative

- Impact 28.2 - The Central Site Alternative could conflict with the Sonoma County General Plan or Zoning Ordinance. In most cases, the alternative would not conflict with the General Plan or Zoning Ordinance, however, as identified in Impact 29.2, the Central Site Alternative could expose persons to or generate noise levels in excess of standards in the General Plan.
- Impact 29.2 - Operation of the Central Site Alternative composting facility could expose persons to or generate noise levels in excess of standards established in the local general plans or noise ordinances, or applicable standards of other agencies.
- Impact 31.5 - Long-term cumulative traffic volumes from this alternative would have a significant impact to traffic delays at the Gravenstein Highway (SR 116) / Stony Point Road intersection. Mitigation Measure 31.5 would reduce the impact to less than significant. However, if implementation of Mitigation Measure 31.5 is not approved by Caltrans (the jurisdiction responsible for SR 116), the impact would be Significant and Unavoidable.

RDEIR Availability, Commenting Procedures, and Meeting on RDEIR

The RDEIR is available for a 45-day public comment period from October 4, 2012 through November 19, 2012. Copies of the RDEIR are available to the public for review or purchase at the SCWMA office in Santa Rosa (2300 County Center Drive, Suite B100, Santa Rosa, CA 95403) and available for review at local libraries throughout the County. Electronic copies of the RDEIR and also the previous December 2011 Draft EIR are available online at:

<http://www.recyclenow.org/agency/reports.asp>

The public may present comments and concerns regarding the adequacy of the RDEIR. Comments may be submitted in writing to:

Mr. Patrick Carter, Department Analyst
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
Fax: (707) 565-3701
patrick.carter@sonoma-county.org

Please be sure to include your name, address, and telephone number in your correspondence. Written comments on the RDEIR must be postmarked or received by fax or e-mail no later than **4:00 pm, November 19, 2012**.

The SCWMA will also hold a public hearing on **Wednesday, October 24, 2012 at 9:00 a.m. in the Ray Miller Community Center – Cotati Room, 216 East School Street, Cotati, CA 94931**. This hearing will allow public comment on the RDEIR for the proposed Central Site Alternative. Comments received during the comment period, including the public hearing, will be considered by the SCWMA during the preparation of the Final EIR.

Public Hearing

Sonoma County Waste Management Agency Compost Facility Environmental Impact Report (EIR)

Recirculated Draft (EIR)

Wednesday, October 24, 2012 9 a.m.
Ray Miller Community Center – Cotati Room
216 East School Street, Cotati, CA



ESA is where
solutions and
service meet.

Introductions

- Sonoma County Waste Management Agency is the Lead Agency for the EIR. Patrick Carter, Project Manager.
- ESA is the consultant hired by SCWMA to help prepare California Environmental Quality Act (CEQA) documents for the project.
- Paul Miller, Project Manager.
- Subconsultants to ESA include: HDR Engineering Inc. and Integrated Waste Management Consulting.

Completed Steps in CEQA Process

- Notice of Preparation (November 2008)
- Publish the Draft EIR (December 21, 2011)
- Publish the Recirculated Draft EIR (October 4, 2012)

Compost Relocation Project: Key Objectives

- The EIR analyzes SCWMA's proposal to construct a new compost facility that would replace the existing composting facility that is located at the Central Disposal Site.
- The objectives for the proposed project are:
 - Relocation of the SCWMA's composting operations from its current location at the County's Central Disposal Site
 - Establishment of a permanent composting facility in Sonoma County with sufficient capacity for current and future quantities (up to 200,000 tons per year of compost feedstock).
 - Assist jurisdictions with waste diversion goals.

Compost Relocation Project

- The new compost facility may be selected from the three (3) sites studied at project-level in the 2011 Draft EIR.
- Determination of the project site and alternative sites was based on a siting study that screened areas of the County from further consideration that were least suitable for a composting facility due to lack of adequate acreage, flaws, or sensitive environmental or land use areas.

Existing Compost Facility

- The existing composting facility at the Central Disposal Site encompasses approximately 35 acres that is located above intermediate landfill cover at the currently inactive landfill.
- Composting operations use approximately 18 acres, with 12 acres of windrows.
- The current composting operation consists of the receipt of green material and wood waste, processing (grinding) of green material and wood waste, windrow composting of green material (yard trimmings with some commingled food scraps), and load-out of finished compost and processed wood waste.

Existing Compost Facility

- Associated activities include preprocessing/ sorting, curing, storage/stockpiling, and screening and blending of materials.
- There are several sources of green material and wood waste including curbside collection, drop-offs from residents, and drop-offs from landscaping and other businesses.

Current Windrow Operations



PHOTOGRAPH 1. Typical windrows (Sonoma Compost Company).



PHOTOGRAPH 2. Typical storage areas for finished compost (Sonoma Compost Company).

Current Windrow Operations



PHOTOGRAPH 3. Front end loader handling incoming green material (Sonoma Compost Company).



PHOTOGRAPH 4. Windrow turner.

Recirculated Draft EIR

- Focused on the **Central Site Alternative**
- In the 2011 Draft EIR the Central Site Alternative was analyzed to only have the capacity to process approximately 110,000 tons of feedstock per year.
- However, on comment letter (submitted by EBA Engineering on behalf of Sonoma Compost Company) indicated that 200,000 tons of feedstock could be processed at this site.
- The DEIR has been recirculated to address the potential impacts of the higher volume.

Recirculated Draft EIR

- Other Alternative sites 5A, 40 and 13 were already analyzed for 200,000 tons per year. So they did not require the revised analysis. It is a partial Recirculated Draft EIR.
- So the recirculation is a partial recirculation – focusing on the increased maximum of 200,000 tons per year at the Central Site Alternative.
- All chapters related to the Central Site Alternative are included in the Recirculated Draft EIR.

Central Site Layout





The Central Site Alternative – changes since the 2011 Draft EIR

- Uses the existing admin. & maintenance building.
- Creates a single level processing site in one phase rather than a three-tiered site in two phases.
- Redesigns the Aerated Static Pile (ASP) site layout
- 421,000 cubic yards of cut and 306,000 cubic yards of fill
- Increases capacity to 200,000 tons per year
- Changes maximum pile height from 12 to 14 feet

The Central Site Alternative – changes since the 2011 Draft EIR

- Uses advances composting technology to minimize land required
- Uses cement push walls, special covers, positive air pressure and oxygen and temperature gauges connected to a computer system that manages air pressure and allows for additional composting on less space than with traditional windrow or other ASP composting processes.

Central Site Significant Unavoidable Impacts

- Impact 28.2 - The Central Site Alternative could conflict with the Sonoma County General Plan or Zoning Ordinance. In most cases, the alternative would not conflict with the General Plan or Zoning Ordinance, however, as identified in Impact 29.2, the Central Site Alternative could expose persons to or generate noise levels in excess of standards in the General Plan.
- Impact 29.2 - Operation of the Central Site Alternative composting facility could expose persons to or generate noise levels in excess of standards established in the local general plans or noise ordinances, or applicable standards of other agencies.
- Impact 31.5 - Long-term cumulative traffic volumes from this alternative would have a significant impact to traffic delays at the Gravenstein Highway (SR 116) / Stony Point Road intersection. Mitigation Measure 31.5 would reduce the impact to less than significant. However, if implementation of Mitigation Measure 31.5 is not approved by Caltrans (the jurisdiction responsible for SR 116), the impact would be Significant and Unavoidable.

Other Alternatives Analyzed

- Site 5A Alternative (off Lakeville Road)
- Site 40 Alternative (off Stage Gulch Road)
- Site 13 Alternative (off Highway 37)
- No Project A Alternative – No Relocation
- No Project B Alternative – No Central Compost Site
- Limited Public Access Alternative

Environmentally Superior Alternative

- Central Site Alternative – meets the three project objectives.
- Has fewer significant unavoidable impacts than other fully analyzed sites -- Site 5A or Site 40.
- Central Site Alternative would represent less change to existing setting than development of the composting facility at Site 5A or Site 40.

Next Steps in CEQA Process

- Comment period will close on November 19, 2012 (4 p.m.)
- Verbal and Written comments will be considered and responded to as appropriate in the Final EIR.
- The SCWMA will decide at a public hearing whether to certify the EIR and approve a project (potentially at a later meeting).

Public Comments on Recirculated Draft EIR

- Verbal Comments

Please provide verbal comment at SCWMA meeting on October 24, 2012

OR

- Written Comments

Please submit comment letters no later than November 19, 2012 at 4 p.m. to:

Sonoma County Waste Management Agency
Attn: Patrick Carter, Project Manager
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403

- Patrick.carter@sonoma-county.org

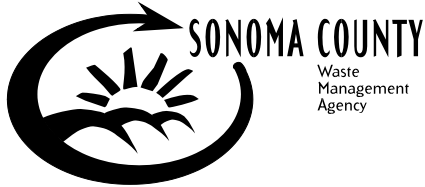
Sonoma County Waste Management Agency Website

- Electronic copies of the draft EIR can be downloaded in PDF format from the SCWMA website at:

<http://www.recyclenow.org/agency/reports.asp>

Time for Public Comments

- Public Comments



Agenda Item #: 6
Cost Center: Wood/Yard
Staff Contact: Mikus/Carter
Agenda Date: 10/24/12

Item: Compost Operations Contract

I. BACKGROUND

SCWMA manages a regional composting operation that diverts significant organic material from landfill burial; this is done via an agreement with a contract operator. A new contract was proposed at the Board's June meeting, but due to a failed positive vote, instead the existing contract was extended four (4) months. That time extension is nearly complete, requiring further action.

Joint Powers Agency Agreement

One of the Sonoma County Waste Management Agency (SCWMA)'s primary responsibilities is to ensure the proper treatment of wood and yard wastes in Sonoma County. The Joint Powers Agreement contains a number of provisions regarding the SCWMA's role in dealing with wood and yard wastes, including the following:

"Section 7. Agency to Arrange for Operator and Equipment

Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste delivered to the site.

Section 11. Role of Participants in Collection of Wood, and Yard Waste

Each Participant shall cause wood waste and yard waste generated within its jurisdiction (that could not be diverted otherwise) to go to the Central Landfill to be delivered to the Treatment System and shall take such actions as are appropriate and necessary to accomplish that result. The Joint Powers Agency shall establish standards for the quality of yard and wood waste acceptable for delivery to the Treatment System and may also approve diversions of wood waste and yard waste to alternative treatment systems."

This work is done via operation of a compost facility located at the County's Central Disposal Site on Meham Road near Cotati and Petaluma. SCWMA holds the operating permit while operations are conducted by a contractor, Sonoma Compost Company (SCC). Wood and yard wastes are delivered to the site, then processed into useable products rather than disposed of via landfill burial. In recent years the materials managed through the compost site have approached 100,000 tons per year. SCWMA conducted a Waste Characterization Study in 2007 that identified an additional 80,000 tons of materials currently still in the landfill-bound waste stream that could be otherwise processed.

Three Party Agreement for Composting Services

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

- July 11, 2000 – the First Amendment (A) modified a new work surface, included a termination provision and updated Exhibit B (List of Operating Equipment).
- February 20, 2002 – the First Amendment (B) identified new finished products ("Specialty

- Products”) and set revenue allocation or sharing methods for these products.
- March 17, 2004 – the Second Amendment approved an increase to the payment for wood waste processing, from \$12 per ton of material delivered to the compost facility to \$20 per ton for fuel products and \$22 per ton for non-fuel wood chip products.
 - April 21, 2004 – the Third Amendment allowed for an expansion and/or relocation of the composting processing site, extended the term of the agreement to November 15, 2010, and created a new yard debris product designed for use by the City of Santa Rosa’s Laguna Composting Facility.
 - June 16, 2004 – the Fourth Amendment added new language to the Agreement regarding prevailing wages.
 - July 12, 2005 – the Fifth Amendment added new definitions in order to add a Construction and Demolition Program (“C&D”) and establish partial reimbursement to the SCWMA for transportation costs associated with hauling green waste from the transfer stations to the Central Disposal Site.
 - April 22, 2008 – the Sixth Amendment amended the definition of “Prepared Yard Debris” to a product that would be agreeable to City of Santa Rosa for use as a bulking agent in their biosolids composting program, changed the amount of process material delivered per week from 350 tons to 400 tons, and amended the compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor.
 - January 20, 2010 – the Seventh Amendment extended the termination date of the agreement to November 15, 2011, with acceptance of material ending July 18, 2011 and added a provision for the County to terminate the agreement with six months written notice if the County determined the area was needed for landfilling of refuse or to implement final closure on the composting area of the landfill.
 - March 16, 2011 – the Eighth Amendment extended the agreement a year, to where Sonoma Compost would need to cease accepting raw material July 15, 2012 and cease all operations by November 15, 2012. This amendment included provisions for extending the agreement two additional one year increments.
 - June 20, 2012 – the Ninth Amendment extended the agreement four (4) months, to where Sonoma Compost Company would need to cease accepting raw material November 15, 2012 and cease all operations by March 15, 2013. This action was taken as an interim measure, resulting from a failed unanimous vote for a proposed completely new operations contract with Sonoma Compost Company, in order to allow the County of Sonoma to resolve its concerns with the new contract. At that time the County had two issues: the accompanying lease/license for use of the compost site (which it owns); and with the proposed term length, which was to be through February of 2017.
 - August 23, 2012 – At a “Special Meeting” of the SCWMA Board, the Ninth Amendment was modified to include a more beneficial pricing structure with Sonoma Compost Company that had been part of the proposed new contract.

Additional Key Occurrences:

At the April 20, 2011 SCWMA Board meeting staff presented estimated cost and capacity figures for several alternative plans for future composting operations, which included shipping materials to out of county locations, constructing locally, or privatized operations.

At the November 16, 2011 SCWMA meeting, the Board directed staff to release a Request for Qualifications (RFQ) for composting services. Staff released the RFQ on November 22, 2011. Responses were due December 19, 2011. At the January 18, 2012 SCWMA meeting, the Board directed staff to begin interviews with the respondents.

At the February 20, 2012 SCWMA meeting, the Board directed staff to begin negotiations with Recology, Sonoma Compost, and Sonoma Vermiculture. The conversations with Recology and Sonoma Compost were concerned with a new contract to continue operating the current facility, while the efforts with Sonoma Vermiculture involved potential processing of food waste not currently in our organics stream. The negotiations with Recology and Sonoma compost were concluded, and at the May 2012 SCWMA Board meeting those results were presented. The staff recommendation was for SCWMA to enter into a new contract with Sonoma Compost; in order for Board members to solicit input on this significant contract the formal vote was to be held at the June SCWMA meeting. As mentioned above, the formal vote on the new contract failed to achieve unanimous approval and a four (4) month extension of the existing contract was put in place as an interim measure.

II. DISCUSSION

With the approach of the November 15, 2012 date contained in the Ninth Amendment where Sonoma Compost Company would need to cease accepting raw material, a decision is required regarding how compost operations are to continue contractually. As envisioned in June, issues regarding the proposed new contract were to be resolved so that the new contract could be brought forth for another discussion and vote at this, the Board's October meeting.

However, as of this writing (October 15, 2012), the County's outstanding issues do not appear to have been settled. The County Board of Supervisors did discuss the draft site lease in closed session at their September 25, 2012 meeting but the lease has not been returned to SCWMA, either approved or with proposed comments or revisions. Based on verbal comments from County Department of Transportation and Public Works staff, the contract term issue is still at question, which is apparently related to the County's current negotiations for a Central Landfill "master agreement" with a contractor, Republic Services.

On October 12, 2012, SCWMA received a letter from Sonoma Compost Company (attached) which requests that the current contract be extended again, for an additional four (4) months. The letter is also addressed to the County, and is signed by Republic in addition to Sonoma Compost. The letter request specifically includes extending both the termination date and the end date for acceptance of materials. As the continuity of the program is of the highest priority, SCWMA staff concurs with the necessity of an additional amendment extending the material acceptance and termination dates by four months from the dates listed in the Ninth Amendment.

Also, the Sonoma Compost letter mentions ongoing dialogue between themselves and Republic regarding "a working relationship...for green and wood waste processing", and further suggests the long term new contract mentioned above be supplanted with a to-be-developed agreement with the Agency for compost operations "to be managed by Republic Services and to be operated by Sonoma Compost Company". The Agency has not had any substantive discussions relative to this idea. An issue that will require further discussion arises as a result of the fact that Republic chose not to be a part of the competitive process for contracting for Agency compost operations.

III. FUNDING IMPACT

There will be no change from the financial information presented at the August 23, 2012 Special Meeting of the SCWMA Board.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends adoption of the 10th Amendment to the Agreement between the County of Sonoma, the SCWMA, and the Sonoma Compost Company for Organic Material Processing, Composting and Marketing Services, which would extend the current agreement for another four (4)

months. The new cease materials acceptance date for the agreement would be March 15, 2013 and the new end date for the agreement would be July 15, 2013.

V. ATTACHMENTS

Sonoma Compost Company letter dated October 12, 2012
Tenth Amendment to Agreement between the County of Sonoma, the SCWMA, and the Sonoma Compost Company for Organic Material Processing, Composting and Marketing Services

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

RECEIVED BY HAND @ SCWMA
OFFICES 4:20 PM 10/12/12
H



October 12, 2012

Henry Mikus
Executive Director
Sonoma County Waste Management Agency

Phil Demery
Director of Transportation and Public Works
County of Sonoma

RE: Sonoma County Waste Management Agency – Composting Services

Gentlemen:

The Sonoma County Waste Management Agency ("Agency") entered into a Composting Agreement in 1999 with Sonoma Compost Company as the operator of the composting facility and provider of composting services at the Sonoma County Landfill. For the past 13 years, Sonoma Compost Company has provided quality services and end product to the Agency, its member cities, the County of Sonoma and their residents.

As you are aware, the existing Composting Agreement is set to expire on March 15 2013. Further, there is a provision that requires the Agency to direct Sonoma Compost Company to stop accepting new material in anticipation of the termination date as of November 15, 2012. Given that the Agency already completed a full procurement process and determined that Sonoma Compost was the preferred and most cost effective operator of the facility, we believe that all parties anticipate that composting services will continue to be provided by Sonoma Compost Company at the existing location well past March 2013 -- especially given the fact that a new location has not yet been selected. Given the recent discussions between Republic Services and Sonoma County with respect to a long-term agreement for operation of the Sonoma County Landfill, the concept of a working relationship between Sonoma Compost Company and

Republic Services for green and wood waste processing at the Sonoma County Landfill has been under discussion.

By this letter, and at the Agency's meeting on October 24, 2012, Sonoma Compost Company requests that the Termination Date in Section 3.1 of the Composting Agreement be extended by four months to July 15, 2013, and the end date for accepting of yard and wood debris in Section 16.1 of the Composting Agreement be extended to March 15, 2013.

This extension would allow time for Sonoma County and Republic Services to complete their negotiations, and for Republic to enter into an agreement with Sonoma Compost Company and the Agency for the right to operate the compost facility on the landfill property. During this period, Republic Services, Sonoma Compost Company and the Agency would develop an Agreement for a four year term with the Agency (through the current life of the Agency, which is set to expire in 2017), to be managed by Republic Services and to be operated by Sonoma Compost Company. This Agreement would be extended into a long-term operational agreement between Republic Services as the "Operator" and Sonoma Compost Company as the "Sub Contractor" provided that the compost facility remains at Central Landfill and terms related to development and construction of a new compost facility are addressed adequately to each party's satisfaction. This Agreement would be memorialized in the Master Operations Agreement presently being negotiated between the County and Republic. Under the new Agreement Republic would take on the role as "Contractor" with Sonoma Compost as the "Sub Contractor". provided the respective duties and obligations of the parties are addressed to each parties satisfaction.

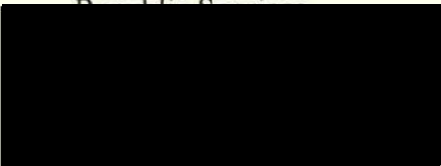
Republic Services and Sonoma Compost Company are committed to working cooperatively with the County and the Agency to develop the structure and respective obligations of a long-term organics management service offering.

We look forward to working with you, and thank you for your consideration.

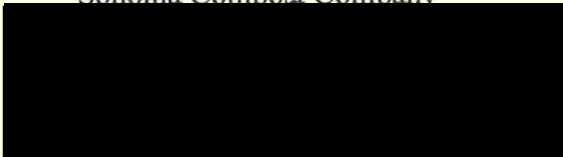
Sincerely,

Republic Services

Sonoma Compost Company



Rick Downey
Operations Manager



Will Bakx
Owner/Partner

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

This Tenth Amendment to Agreement for Organic Material Processing, Composting and Marketing Services ("Amendment") dated as of _____, 2012 ("Tenth Amendment Effective Date"), is by and among the Sonoma County Waste Management Agency ("Agency"), a joint powers agency, the Sonoma Compost Company ("Contractor"), and the County of Sonoma ("County"). All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement, as amended.

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

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

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

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

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

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

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

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

compensation to Contractor for the prepared yard debris to include an inflation computation and a trigger for rate change like the other products produced by Contractor; and

WHEREAS, Agency, Contractor and County entered into that certain Seventh Amendment dated as of January 20, 2010 (the "Seventh Amendment") in order to (a) extend the term of the Agreement to November 15, 2011 and (b) change language regarding the County's ability to terminate the Agreement; and

WHEREAS, Agency, Contractor and County entered into that certain Eighth Amendment dated as of March 16, 2011 (the "Eighth Amendment") in order to extend the term of the Agreement to November 15, 2012; and

WHEREAS, Agency, Contractor and County entered into that certain Ninth Amendment dated as of July 15, 2012 (the "Eighth Amendment") in order to extend the term of the Agreement to March 15, 2013; and

WHEREAS, collectively the Original Agreement as modified by the First Amendment A & B, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment is referred to herein as the "Agreement".

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

A G R E E M E N T

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

"Operating Term." Operating Term shall mean the period of time from the Start Date to March 15, 2013.

"Post-Operating Term." Post Operating Term shall mean the period of time from March 15, 2013 to July 15, 2013.

2. Section 3.1 Term, shall be amended in its entirety to read as follows:

3.1 Term. The term of this Agreement shall commence on the Effective Date and terminate on July 15, 2013, unless terminated earlier in accordance with the provisions of Section 3.2 below. Agency and County reserve the right to approve extensions of Agreement up to and through November 15, 2014.

3. Section 3.2 Termination, shall be amended in its entirety to read as follows:

3.2 Termination. Agency may terminate or modify this Agreement: (a) for an Event of Default in accordance with the procedures set forth in Article 15; or (b) in the event a third party regulator orders a shut down of sixty (60) days or more of the Facility; or (c) if a new agreement between the Agency and SCC for continued operation at the existing site is executed.

4. Section 16.1 Normal Expiration, shall be amended in its entirety to read as follows:

- 16.1 Normal Expiration. Effective upon March 15, 2013, County shall stop accepting Yard Debris and Wood Debris. Contractor shall finish processing all existing material on site and to conclude its on-site operations during the Post-Operating Term. Agency shall pay Contractor for processing of materials delivered up to the date that County stops accepting such materials.

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

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

"Agency": SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

"County": COUNTY OF SONOMA

By: _____
Chairman, Board of Supervisors

"Contractor": SONOMA COMPOST COMPANY

By: _____

Title: _____

APPROVED AS TO FORM
FOR COUNTY:

Sheryl L. Bratton
Assistant County Counsel

APPROVED AS TO SUBSTANCE
FOR COUNTY:

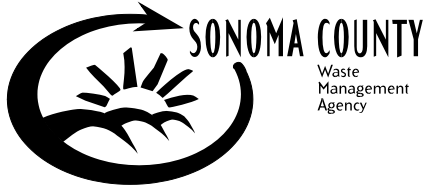
Phillip Demery
Director, Transportation and Public
Works

APPROVED AS TO FORM
FOR AGENCY:

Janet Coleson
Agency Counsel

APPROVED AS TO SUBSTANCE FOR
AGENCY:

Henry J. Mikus
Executive Director, Sonoma County Waste
Management Agency



Agenda Item #: 7
Cost Center: All
Staff Contact: Mikus/Coleson
Agenda Date: 10/24/12

ITEM: Joint Powers Agreement Expiration

I. BACKGROUND

The original Joint Powers Agreement establishing the Sonoma County Waste Management Agency has a fixed term limit of 25 years, which would be until February 2017. The Board has initiated discussion on extending the Agency's term beyond that end date, which includes formulation of a new agreement. Per the Board's direction the draft agreement has been revised and is being presented for further discussion.

In 1992, prompted by AB 939, California's Integrated Waste Management Act of 1989, the Sonoma County Waste Management Agency (SCWMA, or the Agency) was formed as a Joint Powers Agency (JPA) comprised of the incorporated cities of Sonoma County plus the County of Sonoma. The current list of member jurisdictions is made up of ten (10) local governments, comprised of the nine (9) cities and town plus the County of Sonoma. The Town of Windsor was not an original member but joined the Agency shortly after its July 1992 incorporation.

Statutory authority for Joint Powers Authorities or Agencies is found in California Government Code Sections 6500-6536, as well as some decisional law. This statutory scheme gives public agencies the authority to enter into agreements to jointly exercise common powers; thus a JPA may exercise the powers common to its members. The Agency does not have any power or authority greater than that of its members.

A "Joint Powers Agreement" was developed and adopted to set forth "...terms and provisions..." for the Agency to operate under. Section 20 states that "The term of this Agreement shall be for twenty-five (25) years." This section also states that "This Agreement may be extended from year to year thereafter by mutual agreement of the Participants." Thus, the Agency Agreement would otherwise cease in 2017 without some sort of renewal in place. Adoption of approving resolutions by the members' governing bodies occurred by February 1992, and the Agency had its first Board meeting in April 1992.

The original Joint Powers Agreement, specifically Section 4, sets forth Agency membership as follows: "The Joint Powers Agency created by this Agreement shall have one member from Sonoma County and one member from each City that joins the Agency (each of whom shall be an elected Councilmember, County Supervisor or appointee)." Further in Section 4 the Agreement states, "An appointee shall be an employee of the city or county making the appointment."

As stated in the Agency Agreement, AB 939 "...requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals." Thus the Agency members decided to form the Agency to "...cooperate with each other... so as to carry out, in an efficient manner, these objectives." The Agency Agreement defined four specific areas of responsibility for the Agency related to waste diversion: yard waste, wood waste, household hazardous waste, and public education.

The First Amendment to the Agreement occurred in January 1996. This Amendment added a new Section 27 to the Agreement which established the Agency as a "Regional Agency" pursuant to Public

Resources Code Section 40970 et seq., to act on behalf of its members to perform the necessary solid waste planning and reporting functions. Thus regional solid waste planning and reporting responsibilities were added to the list of agency functions.

The original Agreement and the subsequent First Amendment were enacted by resolutions adopted by each of the member jurisdictions' governing bodies.

In addition to the Agency Agreement, "Rules of Governance of the Sonoma County Waste Management Agency" were adopted by a resolution of the Board (No. 92-002 dated April 15, 1992) to establish parameters for conduct of Board meetings. Minor changes have been made since, with the last changes made by an approval via a "Consent" item vote at the December 20, 2006 Board meeting.

In recognition of the approaching 25 year term end of the original Agency Agreement in 2017, at its March 21, 2012 meeting the Board asked staff to prepare background information preparatory to a discussion at the April 18, 2012 Board meeting regarding renewing, extending, or revising the Agency Agreement. Also, the Board Executive Committee requested that this information include a list of potential policy issues for the discussion. At the April 18, 2012 discussion the Board directed staff and the Agency Counsel to develop a draft of a new Agency Agreement that would include extending the Agency's continued operation beyond February 2017.

That draft agreement was presented to the Board for review and discussion at the June 20, 2012 meeting. The Board offered several comments and suggestions for changes, and asked staff and the Agency Counsel to incorporate the changes into the draft agreement, then return the document for further discussion.

II. DISCUSSION

The revised draft agreement is presented for the Board's consideration. The suggested changes are noted in the draft document by being written in italics and underlined. Major revision points are:

- 1) Section III. Term
A change was made to the definition of Effective Date to reflect the need to affirmatively terminate the Original Agreement if the Amended and Restated Agreement is to take effect sooner than the expiration of the Original Agreement.
- 2) Section IV (D) Withdrawal or Removal of a Party
Clarification to the first sentence requested by City of Cloverdale.
- 3) Section VI Powers and Functions
Addition of language to clarify that adoption of rules and regulations may take the form, including but not limited to, of an order, ordinance, or resolution as requested by City of Healdsburg and City of Santa Rosa.
- 4) Section VI Powers and Functions
Additional language to clarify that the Agency has the power to raise revenue as requested by City of Cloverdale.
- 5) Section XI County's Existing and Continuing Obligations
Clarification of language concerning the timing of the ending of subsidies by the County of Sonoma so that there is no conflict with the modified language in Section III Term.

Once the Board has approved a final version of the draft new agreement, it would be presented to our member jurisdictions' governing bodies for their approval, via resolutions adopted by each.

III. FUNDING IMPACT

None currently. Funds have been allocated in the upcoming fiscal year budget (FY 12-13) for staff and legal expense in developing the framework for extension/renewal of the Agency term.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Approve the draft agreement as a final draft. Direct staff to distribute the final draft agreement to the member jurisdictions, schedule presentations with them if requested, and ask for member jurisdictions' governing bodies to pass approving resolutions.

V. ATTACHMENTS

Revised Draft Agreement

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

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE
CITIES OF SONOMA COUNTY AND THE COUNTY OF SONOMA
CREATING AN AGENCY KNOWN AS THE
SONOMA COUNTY WASTE MANAGEMENT AGENCY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”), dated for reference as of _____, 20__, (“Effective Date”) is entered into by the County of Sonoma, a political subdivision of the State of California (“County”), the City of Cloverdale, a municipal corporation (“Cloverdale”), the City of Healdsburg, a municipal corporation (“Healdsburg”), the Town of Windsor, a municipal corporation (“Windsor”), the City of Santa Rosa, a municipal corporation, (“Santa Rosa”), the City of Sebastopol, a municipal corporation, (“Sebastopol”), the City of Sonoma, a municipal corporation (“Sonoma”), the City of Rohnert Park, a municipal corporation, (“Rohnert Park”), the City of Cotati, a municipal corporation (“Cotati”), and the City of Petaluma, a municipal corporation (“Petaluma”). The Cities, the Town and the County are sometimes individually referred to herein as “Member” and collectively as “Members.”

RECITALS

1. The Members are “public agencies” under the provisions of the Joint Exercise of Powers Act that authorizes the joint exercise of powers common to public agencies, Government Code Section 6500 et seq.

2. By September 9, 1992, all Members had entered into that certain Agreement titled “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)” (“Original Agreement”). That Original Agreement created a separate public entity, the Sonoma County Waste Management Agency (“SCWMA” or “Agency”), based upon the following facts and circumstances:

A. Changes in the requirements for waste treatment and disposal have created an urgent need for new and innovative approaches in the treatment and disposal of waste generated within the boundaries of the Members;

B. A mutually cooperative Joint Powers Agreement will protect the health and safety of the citizens, preserve and enhance the environment, and provide for recycling, diversion, and disposal of waste generated within Members’ boundaries;

C. The California Integrated Waste Management Act of 1989 (“AB 939”), requires Members to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve diversion goals. It is the intent of the Members to cooperate with each other, as reflected in this Agreement, so as to carry out these objectives.

D. Members have agreed on the formation of a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and education in the manner set forth in this Agreement. Members will continue to discuss other waste management issues and endeavor

to reach agreement on those issues after which this Agreement will be amended by mutual written consent.

E. By the Agreement, the Members intend to jointly exercise their powers to achieve common objectives.

3. On January 24, 1996, the Members entered into that certain agreement titled “First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues” (“First Amendment”). This First Amendment, among other things, defined the term Regional Agency and declared the Members’ desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the California Public Resources Code, the Integrated Waste Management Act. As a result of this First Amendment, all Members were deemed to be Members of the Regional Agency.

4. The term of the Original Agreement was for twenty-five (25) years with a provision for extending the Original Agreement by mutual agreement of the Members on a year by year basis. Since the end of the term of the Original Agreement is approaching, and in light of the evolution of the Agency over the past twenty years and the perceived need for modifications to the Original Agreement, the Members have determined that it is desirable and in the public interest to revise and to restate their delegation of authority to the previously established Sonoma County Waste Management Agency. The revisions to and restatement of that delegation of authority are fully set forth in this Amended and Restated Joint Exercise of Powers Agreement.

5. It is intended by the Parties that this Agreement shall be amendatory of the Original Agreement, including the First Amendment, and shall restate, amend and supersede the Original Agreement and First Amendment in their entirety as of the Effective Date. Upon its effective date, this Amended and Restated Joint Exercise of Powers Agreement shall govern the relationship of the public agencies that comprise the Sonoma County Waste Management Agency.

6. The Members intend to continue to exercise their common powers and authority through the Agency to protect the health and safety of the citizens, preserve and enhance the environment, and provide for recycling, diversion, education, and disposal of waste generated within Members’ boundaries.

NOW, THEREFORE, the Members hereto agree as follows:

SECTION I. PURPOSE

This Agreement is made under the provisions of the Joint Exercise of Powers Act, Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code (the “Act”). Each of the Members possess the powers to achieve the goals described in the above recitals. In authorizing the joint exercise of their common powers, this Agreement provides for the planning and implementation of programs and services to divert recyclable and recoverable materials from the waste stream, including, but not limited to, wood, yard and other compostable waste, and household hazardous waste, as defined in the California Public Resources Code, provide education for those who use the services of the Agency, prepare

and implement regional planning documents and other required documentation, provide monitoring and reporting as required by the Public Resources Code and the Integrated Waste Management Act of 1989, and provide other such services and programs as determined by the Board of Directors. Members hereby covenant with each other to participate and cooperate in the implementation of the Agency's duties and programs and to maximize use and avoid duplication of effort in any program undertaken by the Agency.

SECTION II. AUTHORITY

A. Creation of the Agency

Pursuant to the Act, there was created in 1992 and continues to be a public entity, separate and apart from the Members hereto, known as the "Sonoma County Waste Management Agency," hereinafter referred to as "SCWMA" or the "Agency." The Agency is a public entity that is separate and apart from the County and Cities that are the Members of the Agency. The debts, liabilities, and obligations of the Agency shall not constitute the debts, liabilities, or obligations of any Member. Except as provided in this Agreement, the Agency may not require any Member to contribute money or services to the Agency without the consent of the legislative body of each Member. The Agency will defend, indemnify, and hold harmless each Member for liabilities arising as a result of Agency's actions pursuant to this Agreement or arising out of Agency's negligence, but the liabilities of Members, due to their own acts, omissions, or negligence either prior to creation of Agency or afterwards, shall not be assumed by the Agency.

B. Board of Directors

The Agency is governed by a Board of Directors, ("Board"). The Board is composed of directors who are appointed by the Members' governing bodies. There shall be one director and one alternate from each Member and that director and alternate shall be either a member of the Members' governing body or an employee of the Member.

A Member's alternate director may, in the absence of the Member's director, attend any meeting of the Board, be counted as part of the quorum and vote on all matters coming before the Board at that meeting.

Directors and alternate directors shall serve without compensation. Each director or alternate director may be reimbursed for necessary expenses by their Member jurisdiction as determined by the Member's policies.

C. Operation of the Board

The Board will constitute the policy-making body of the Agency. All powers of the Agency will be exercised by and through the Board, except as may be expressly delegated to others in accordance with this Agreement, or by direction of the Board.

The Board has adopted Rules of Governance to address topics including, but not limited to, conduct of meetings, appointment of subcommittees and election of officers. Such Rules of Governance may be amended by the Board from time to time, as required.

Regular meetings of the Board will be held not less frequently than quarterly.

The fiscal year of the Agency shall be the 12-month period beginning July 1 of one year and ending June 30 of the following year. For each fiscal year, the Board shall adopt an operating budget that is consistent with the funding ability of the Agency.

D. Voting

A majority of a quorum of the Board is sufficient for action. Certain types of actions, however, have the following specific voting requirements.

OPTIONS:

- 1) **The Agency may have a unanimous vote requirement, meaning all directors must be present and vote to approve specified types of actions. Some types of actions that might require a unanimous vote include purchase of real property and/or expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year, or adoption of additional programs.**
- 2) **The Agency may not have a unanimous vote requirement and a majority of a quorum would be sufficient for any type of action.**
- 3) **The Agency may have a voting requirement of a super majority set at 3/4 or 75% of the membership (8 out of 10 members) for specified types of actions such as purchase of real property, expenditure of funds greater than a specified limit, such as \$250,000 or \$350,000 during the fiscal year.**

Voting shall be by directors or alternate directors present at a meeting. No proxy votes are authorized. Voting will be by voice vote, except that any director or alternate director may request a roll-call vote.

SECTION III. TERM

Approval of this Amended and Restated Agreement by each Members' governing body includes termination of the Original Agreement. This Amended and Restated Agreement is effective on the earlier of either: a) expiration of the Original Agreement (February 11, 2017), as long as at least two Members have approved the Amended and Restated Agreement; or b) thirty days from the date the ninth Member's governing body approves and executes this Agreement, (Effective Date written above), and it shall continue in full force and effect until terminated by mutual consent of the Members, effective when the next to the last Member's governing body has executed a termination document, provided that all liabilities of the Agency have been satisfied and all assets of the Agency have been distributed.

SECTION IV. WITHDRAWAL OR REMOVAL OF A PARTY

- A. At the end of any fiscal year, any Member may withdraw as a Member of this Agreement by notifying the Board in writing prior to January 1 of that same fiscal year.

- B. The withdrawing Member shall reaffirm its intent to withdraw from the Agency by March 1 of that fiscal year. This notification will be considered binding and irrevocable unless unanimously decided otherwise by the Board.
- C. Upon receipt of a Party's reaffirmation to withdraw from the Agency as described above in paragraph (B), any remaining Member may also declare its intent to withdraw from the Agency. The deadline for each remaining Member to give written notice of withdrawal shall be April 1 of that fiscal year.
- D. *The withdrawing Member shall continue to be responsible for its allocable share of all costs, charges, assessments, liabilities, and contingencies both in existence when the Member notifies the Agency of its intent to withdraw, as well as those incurred by the Agency through the end of that fiscal year.* If a Member(s)' regular funding source to the Agency is interrupted prior to the end of the fiscal year, the Member shall be responsible for direct payment to the Agency of that Member(s)' allocable share of the regular funding.
- E. A Member's participation in the Agency may be involuntarily terminated at any time upon recommendation of the Board and upon the vote of two-thirds of all directors, as well as the approval of the legislative bodies of two-thirds of the Members. Involuntary termination shall have the effect of terminating the Member's participation in the Agency. Termination will be effective at the end of the fiscal year in which the action is taken or upon such date as the remaining Members may specify. If a Member is involuntarily terminated, reserve accounts shall be established pursuant to paragraph (F) of this section as though the Member was voluntarily withdrawing. A terminated Member shall continue to be responsible for payment of all Agency costs and liabilities allocable to or incurred by that Member through the effective date of termination. Grounds for involuntary termination include, but are not limited to, the following:
1. Failure or refusal to participate in the Agency's funding source or to provide direct payment to the Agency to a degree sufficient to cover that Member's allocable share of the costs, obligations, and liabilities of the Agency as provided below in Section 11 (B).
 2. Such other grounds as may be determined by the Board upon the vote of two-thirds of all directors, as well as the approval of the legislative body of two-thirds of the Members.
- F. Upon the voluntary withdrawal or involuntary termination of a Member, the Board may establish a reserve account for that Member to provide for anticipated expenses and liabilities not included in the Agency's budget that may have arisen or that may arise during the period of that Member's participation in the Agency. The amount remaining in the reserve account will be returned to the withdrawing or terminated Member after all expense claims and liabilities against that Member have been fully paid and satisfied.

SECTION V. DISPOSITION OF PROPERTY AND FUNDS

- A. Upon the Agency's dissolution, or the complete rescission or other termination of this Agreement by all Members, the Board shall, with the approval of all Members, determine the disposition of any real or personal property, funds, and other assets remaining in the Agency after all obligations have been satisfied. Such disposition shall be conducted in a manner that provides a proportionate return to each Member based upon each Member's investment in those properties and assets. Each Member's pro rata share shall be determined in the same manner as for a withdrawing or terminated Member provided below in paragraph (B).
- B. If a Member is terminated or withdraws from the Agency, and the Agency has a financial obligation to that withdrawing or terminated Member, the Board, with the approval of the remaining Members, shall satisfy the withdrawing or terminated Member's pro rata share of the total assets of the Agency, less obligations, including any requirement to pay funds into a reserve account as provided in Section 4(F). A withdrawing or terminated Member's pro rata share is defined as the total regular or special payments, charges, assessments or contributions made by that Member, divided by the total regular and special payments, charges, assessments or contributions made by all Members from the inception of the Agency to the date of the Member's withdrawal or termination.
- C. In the event of the withdrawal or termination of a Member, the Board shall determine whether the Agency's satisfaction of that Member's pro rata share of Agency assets shall be made through a transfer of property or through a payment of funds. That transfer or payment must be made within a reasonable time following a Member's withdrawal or termination.
- D. The current fair market value of Agency properties and assets shall be determined by the Board. If the withdrawing or terminated Member disputes the current fair market value of Agency properties and assets as determined by the Board, then the current fair market value of those properties and assets shall be determined by a panel of three disinterested and qualified appraisers. To this panel, one appraiser shall be appointed by the governing body of the withdrawing or terminated Member, and one appraiser shall be appointed by the remaining Members of the Board. The two appointed appraisers shall jointly select a third appraiser. The fees of each appraiser shall be shared equally by the Agency and by the withdrawing or terminated Member.

SECTION VI. POWERS AND FUNCTIONS

The Agency shall have the powers common to the Members and is empowered and authorized, in its own name, to adopt and implement such rules and regulations, in any form, including, but not limited to, order, ordinance or resolution, as may be necessary to effect the purposes of this Agreement, and to perform all acts necessary for the joint exercise of common powers for these purposes, including, but not limited to, any or all of the following:

- i. To employ agents and employees, to establish salaries and benefits, and to contract for professional services.
- ii. To make and enter into contracts and leases.
- iii. To raise revenue.**
- iv. To incur debts, obligations, and liabilities; provided, however, that the debts, obligations, and liabilities incurred by the Agency shall not be, either individually or collectively, debts, obligations, or liabilities of the Members.
- v. To contract for, acquire, convey, construct, manage, maintain, and operate buildings and improvements.
- vi. To acquire and to convey, real and personal property.
- vii. To apply for and receive funds, contributions, grants, property or equipment from sources, including, but not limited to, federal, state, local, private or non-profit entities or individuals.
- viii. To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in Section 53601 of the California Government Code.
- ix. To purchase insurance coverage, including fidelity bonds and directors' liability coverage, to join insurance pooling programs, or to develop and maintain a self-insurance reserve.
- x. To sue and be sued in its own name and to defend and hold harmless the Members.
- xi. To issue bonds as specified in Section 12.
- xii. To perform all other acts reasonable and necessary to exercise and implement the above-specified powers and purposes of this Agreement.

These powers shall be exercised in the manner provided in the Act and as expressly set forth herein and are subject to the restrictions upon the manner of exercising such powers that are imposed upon the County of Sonoma in the exercise of similar powers. Notwithstanding the generality of the foregoing, the Agency shall have no power to bind the Members to any monetary obligations other than those expressly authorized by the mutual consent of the Members.

SECTION VII. LIABILITY OF THE MEMBERS

No Member, whether individually or collectively, shall have any liability for the Agency's debts, liabilities, or obligations, including without limitation the following:

- A. Liabilities attributable to any act or omission of the Agency, or any act or omission of the Agency's officers, agents, employees, contractors, subcontractors or volunteers.
- B. The payment of wages, benefits, or other compensation to the Agency's officers, agents, employees, contractors, or subcontractors, unless otherwise provided by contractual arrangement.
- C. The payment of workers' compensation or indemnity to officers, agents, or employees of the Agency for any injury or illness arising out of the performance of this Agreement, unless otherwise provided by contractual arrangement.
- D. Should civil penalties be imposed on the Agency, Agency staff shall research the reason for the civil penalties by any means, including, but not limited to, review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall cooperate with Members, the responsible Member(s) and regulators to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows:
 - i. the Agency shall pay the entire penalty; or
 - ii. an individual Member is responsible for the assessment of the civil penalty and the entire penalty shall therefore be imposed upon that member for payment of the penalty; or
 - iii. multiple Members, but not all Members, are responsible for the assessment of the penalty and the penalty therefore shall be allocated equally upon those responsible Members.
- E. Should the Agency be dissolved for any reason, or should a Member withdraw or be removed from the Agency, each Member or the ex-Member shall be responsible for complying with the requirements of the California Integrated Waste Management Act within their respective jurisdictional boundaries in accordance with the programs set out in the Agency's documents.
- F. Each Member is responsible for implementing and meeting the mandated diversion requirements within its jurisdictional boundaries.

SECTION VIII. FINANCING

- A. Currently, the Agency is financed and the Agency's programs are funded through a tip fee surcharge on refuse entering the County of Sonoma's waste disposal system, which the County of Sonoma collects and remits to Agency. In addition, the Agency receives all revenues accruing in connection with the composting of wood and yard waste from Members. This financing arrangement shall continue until such time as Agency approves and fully implements an alternate financing mechanism.
- B. The Agency may issue bonds or other evidences of indebtedness as authorized by the Act including, but not limited to, revenue bonds, bond anticipation notes, certificates of participation, and lease purchase agreements, hereinafter collectively referred to as "Bonds," in order to obtain funding that may be required to finance the acquisition of real property, the construction of facilities, the acquisition of vehicles and other capital equipment, and other obligations as determined by the Board. The power of the Agency to issue Bonds shall only be exercised upon the approval and authorization by unanimous vote of the Board of Directors. Bonds may be issued in more than one series and shall be sold by competitive bidding or by private sale, to the extent permitted by law, and shall not constitute a debt, liability, or obligation of any Member to this Agreement. The services of bond counsel, financial consultants, and other consultants and advisors may be used by the Agency in connection with the issuance and sale of Bonds. The fees and expenses of such counsel, consultants, and advisors shall be paid from the proceeds of the sale of Bonds.
- C. To the extent not covered by the duties assigned to a trustee appointed under any resolution of the Board authorizing the Agency's issuance of Bonds, the Agency Treasurer shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles or by the provisions of any resolution authorizing the Agency's issuance of Bonds. The books and records of the Agency maintained by the Executive Director or Treasurer shall be open to inspection at all reasonable times by representatives of the Members.
- D. Any trustee appointed under any resolution or indenture that authorizes the issuance of Bonds by the Agency shall be required to establish suitable funds, furnish financial reports, and provide appropriate accounting procedures to carry out the provisions of said resolution or indenture and this Agreement.
- E. The Agency may set fees or charges for the services it provides to any non-Member, other entity or person who wants to participate in any Agency program.

SECTION IX. AGENCY FUNDS

- A. Until such time as the Agency Board determines otherwise, the Treasurer of the County of Sonoma shall assume the duties required by the laws of the State of California, including the duties described in Section 6505.5 of the California

Government Code on behalf of the Agency. The Agency shall reimburse the County of Sonoma for the cost of fulfilling these duties.

- B. Until such time as the Agency Board determines otherwise, the Auditor of the County of Sonoma shall prepare a financial statement of the Agency's accounts, records and financial affairs for the preceding fiscal year. The Agency shall reimburse the County of Sonoma for the cost of performing such audit.
- C. The Agency's Executive Director is hereby designated as the person responsible for the monies and property of the Agency.

SECTION X. AGENCY'S EXISTING AND CONTINUING PROGRAMS

A. Composting Program

Agency operates a Program at the Central Landfill for the composting, primarily of wood and yard waste, ("Composting Program"). The Agency separately contracts with an operator to process the materials delivered to the site from any source within Sonoma County. The Composting Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board. Members shall continue to cause wood and yard waste generated within their jurisdictions to be delivered to the Composting Program. Agency shall continue to have the right to dispose of any useable product resulting from the Composting Program as Agency sees fit and in accordance with any contract(s) it may have with an operator. If Agency is unable to dispose of any product of the Composting Program to third parties, each Member agrees to pick up, transport and take back the remaining product in proportion to the amount that Member delivered to the Composting Program site.

B. Household Hazardous Waste Program

Agency operates a Program at the Central Landfill for the collection and storage of household hazardous waste, as defined by the California Public Resources Code ("HHW Program"). The Agency separately contracts with an operator to collect, sort, store, package and transfer the household hazardous waste collected by designated haulers and other entities approved by Agency, and from members of the public who are residents of a Member agency. HHW generated by small quantity generators will be accepted, but shall be financed entirely by the generators using the service. The HHW Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board.

C. Education for those Using the Agency's Services

The Agency provides information and education to those using the Agency's services ("Education Program") in order to maximize use of the Agency's programs and further the purpose and goals of the Agency. The Education Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, until modified by the Agency Board or Executive Director.

D. Regional Planning

The Agency is a Regional Agency pursuant to Section 40971 of the California Public Resources Code and the Integrated Waste Management Act. All Members are deemed to be Members of the Regional Agency. The Agency is and shall be responsible for creating, updating and maintaining all required or mandated regional planning documents.

SECTION XI. COUNTY'S EXISTING AND CONTINUING OBLIGATIONS

- A. In addition to the obligations of the Members elsewhere specified in this Agreement, the County of Sonoma agreed in the Original Agreement to provide the following support and subsidies to the Agency:
1. A site, free of charge, at the Central Landfill for the purpose of household hazardous waste collection and storage, referred to as the HHW Program.
 2. A site, free of charge, at the Central Landfill for the composting, primarily of wood and yard waste, referred to as the Composting Program.
- B. *Such support and subsidies shall continue until the earlier of either: a) the Agency notifying the County of Sonoma that it no longer requires such site or sites and vacating the site or sites; b) the expiration of the Original Agreement, February 11, 2017; or c) the date of termination of the Original Agreement.*
- C. Should operations cease on either or both of the HHW and Composting Program sites, the Agency shall have no further right to use the site or sites on which operations ceased. If Agency ceases to use either or both sites, the Agency, at its expense, will return the site or sites to the County in a substantially similar condition as when Agency first began using the site or sites and with the exception of any improvements, which are or shall become the property of the County of Sonoma. Should the County of Sonoma require, the Agency will provide for and pay for monitoring tests at the site(s).
- D. Agency may contract with the County of Sonoma, or any other Member, for provision of services and property, including, but not limited to, rent for office or other space, staffing of Agency with County or the Members' employees, and telecommunication and information system services.

SECTION XII. AGENCY'S EXISTING ASSETS, LIABILITIES AND OBLIGATIONS

All assets, liabilities, obligations, contracts, agreements, accounts, real and personal property belonging to or incurred by the Agency at the time just prior to the Effective Date of this Agreement shall not change by virtue of the execution of this Agreement and shall remain as they existed just prior to the Effective Date of this Agreement.

The Agency has and shall continue to maintain liability insurance of at least two million dollars for as long as this Agreement is in effect and for at least one (1) year thereafter. This insurance shall name each of the Members as additional insured for any liability arising out of Agency's

activities. The amount of insurance may be adjusted up or down as the Agency Board determines is appropriate. Agency may elect to establish a self-insurance program.

SECTION XIII. GENERAL PROVISIONS

A. Notices.

Any notices required or authorized to be given under this Agreement must be in writing and must be delivered in person or by certified or registered mail, postage prepaid, addressed to the attention of the Executive Director of the Agency and to the City Clerk, Town Clerk or County Clerk of each of the Members at their respective addresses set forth below:

If to the Agency: Sonoma County Waste Management Agency
2300 County Center Drive, Suite B-100
Santa Rosa, CA 95403
Attn. Executive Director

If to the City of Cloverdale:

City of Cloverdale
124 N. Cloverdale Blvd.
Cloverdale, CA 95425
Attn. City Clerk

If to the City of Healdsburg:

City of Healdsburg
401 Grove Street
Healdsburg, CA 95448
Attn. City Clerk

If to the Town of Windsor: Town of Windsor
9291 Old Redwood Highway, Suite 400
Windsor, CA 95492
Attn. Town Clerk

If to the City of Santa Rosa:

City of Santa Rosa
100 Santa Rosa Avenue
Santa Rosa, CA 95404
Attn. City Clerk

If to the City of Sebastopol:

City of Sebastopol
7120 Bodega Avenue
P.O. Box 1776
Sebastopol, CA 95473
Attn. City Clerk

If to the City of Rohnert Park:

City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928
Attn. City Clerk

If to the City of Sonoma:

City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476
Attn. City Clerk

If to the City of Cotati:

City of Cotati
201 W. Sierra Avenue
Cotati, CA 94931
Attn. City Clerk

If to the City of Petaluma:

City of Petaluma
11 English Street
Petaluma, CA 94952
Attn. City Clerk

If to the County of Sonoma:

County of Sonoma
575 Administration Drive, Room 100A
Santa Rosa, CA 95403
Attn. County Clerk

The Agency or any Member may designate a different address by giving notice to the Agency and to the other Members in accordance with the provisions of this paragraph.

- B. Governing Law. This Agreement is made and will be construed and interpreted in accordance with the laws of the State of California.
- C. Headings. The section and paragraph headings contained in this Agreement are solely to facilitate ease of reference and are not intended to define, limit, or describe the scope of any provision of this Agreement.
- D. Consent. Whenever any consent or approval is required by this Agreement, that consent or approval may not be unreasonably withheld or delayed.
- E. Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental agreements executed by the governing bodies of all Members to this Agreement, either as required to implement any provisions of this Agreement, or for any other purpose.

- F. Enforcement Authority. The Agency is authorized to take any legal or equitable actions, including but not limited to injunctive relief and specific performance, as may be necessary to enforce this Agreement.
- G. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining provisions of this Agreement will not be affected by that determination.
- H. Successors. This Agreement is binding upon and inures to the benefit of the successors of the Members. No Member may assign any right or obligation under this Agreement without the prior written consent of the other Members.
- I. New Members. Upon approval by the Board and by the legislative bodies of each of the Members, additional public agencies may become Members of the Agency and parties to this Agreement.
- J. Execution in Counterparts. This Agreement may be executed by the Members in one or more counterparts, all of which will collectively constitute one document and agreement.
- K. Filing With Secretary of State. The Agency Executive Director is directed to file with the office of the California Secretary of State a notice of the adoption of this Agreement within 30 days after its Effective Date, as required by California Government Code Section 6503.5.

TO EFFECTUATE THIS AGREEMENT, each of the Members has caused this Agreement to be executed and attested by its duly authorized officers on the date set forth below the authorized signature.

CITY OF CLOVERDALE

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

TOWN OF WINDSOR

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

CITY OF HEALDSBURG

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SEBASTOPOL

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SANTA ROSA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SONOMA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ROHNERT PARK

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF COTATI

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF PETALUMA

By: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

COUNTY OF SONOMA

By: _____
Mayor

Date: _____

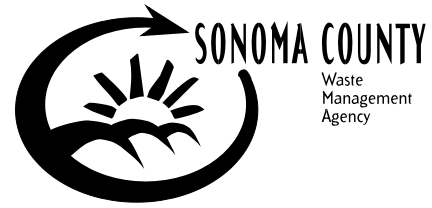
ATTEST: _____
Executive Officer – Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

By: _____
County Counsel

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To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: October 24, 2012 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 September 19, 2012 Board meeting: regular approval.
- 4.2 FY 12-13 First Quarter Financial Report: regular approval. However, as is typical for First Quarter financial figures, very few transactions have been posted to the county accounting system, so the report is minimal.

Regular Calendar

- 5. Public Hearing to Receive Comments on the Recirculated Draft EIR on the Compost Site Relocation: As a result of the public comment period & hearing from the first issue of the Draft EIR we received information showing it was likely methodology existed that could enable the Central Site Alternative to be made to have the capacity to process the anticipated 200,000 tons of organic materials per year. The Draft EIR was modified to show this capacity change and to account for any accompanying impacts. The modified portions of the Draft EIR are being "recirculated" and we are doing another public comment period and hearing. This public hearing is just for the Board to hear public comment.
- 6. Compost Operations Contract: In June as an intermediate measure the existing compost contract was extended four months. That extension hits the first key date (ceasing to accept new raw materials) November 15. It does not appear the County has completely settled its issues with the longer-term new contract. However, Sonoma Compost has asked via a letter to extend the existing agreement another four months. The new stop material date would be March 15, 2013 and the contract end date would be July 15, 2013.

7. Joint Powers Agreement: After a draft new Joint Powers Agreement was presented in June, the Board asked that the draft be revised to reflect their several comments and suggestions. The Board also asked that this item not be returned for further discussion until our single-use bag project had progressed beyond its latest rounds of Council & Board presentations. Since the single-use bag project has moved ahead, this item is here for discussion.
9. Attachments/Correspondence: There are two items this month presented under “Reports by Staff and Others” in addition to this “Director’s Agenda Notes” report:
 - 9.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for October, November, and December 2012.
 - 9.2.b Agenda Plan Worksheet: Calendar of proposed dates for Board meetings; also tracks routine/annually repeating and planned items for the agenda. This will be presented at least quarterly, or if significant changes are made. It is my worksheet for tracking meeting items, and is presented to address some Board members’ questions about plans for future meetings. Please note this is truly a work-in-progress and not intended to be a definitive schedule!

October 2012 Outreach Events

| <u>Day</u> | <u>Time</u> | <u>Event</u> |
|-------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | 4 - 8 PM | Community Toxics Collection, Cloverdale |
| 7 | 11 AM – 3 PM | Binational Health Week Celebration, CHDC Celebration at Windsor Catholic Church Grounds, Windsor |
| 8 | 8:00 PM | California College of the Arts, Sonoma Compost is the keynote speaker |
| 9 | 4 - 8 PM | Community Toxics Collection, Oakmont |
| 9 | 9:00 AM | PG&E Sonoma Compost Tour |
| 13 | 12 – 3 PM | Binational Health week Celebration, Clinica Alianza, Healdsburg |
| 16 | 4 - 8 PM | Community Toxics Collection, Petaluma |
| 20 | 9 AM – 2 PM | Fluorescent Lamp Collection Event. Locations: Healdsburg Lumber Company (Healdsburg), True Value Hardware of Larkfield, and Friedman's Home Improvement (Santa Rosa). |
| 20, 21 | 8 AM – 4 PM | Electronics Waste Collection Event, Windsor Wal-Mart, now includes Styrofoam |
| 23 | 9:00 AM | SRJC soils class Sonoma Compost Tour |
| 23 | 4 - 8 PM | Community Toxics Collection, Glen Ellen |
| 25 | 4 – 7 PM | Hispanic Chamber Business Expo Finley Center Sonoma Compost |
| 28 | 12 – 3 PM | Binational Health Week Celebration, Dia de Muertos Celebration, Petaluma |
| 30 | 4 - 8 PM | Community Toxics Collection, Kenwood |

November 2012 Outreach Events

| <u>Day</u> | <u>Time</u> | <u>Event</u> |
|-------------------|--------------------|---------------------------------------------------------------------------------------|
| 6 | 4 - 8 PM | Community Toxics Collection, Windsor |
| 7 | 1 – 3 PM | Central Disposal Site Tour, Santa Rosa Junior College |
| 9 | 9:30 – 11 AM | Central Disposal Site Tour, Salmon Creek School |
| 13 | 4 - 8 PM | Community Toxics Collection, Santa Rosa SE |
| 17, 18 | 8 AM – 4 PM | Electronics Waste Collection Event, Sonoma Whole Foods Market, now includes Styrofoam |
| 20, 21 | 8 AM – 4 PM | Electronics Waste Collection Event, Windsor Wal-Mart, now includes Styrofoam |
| 27 | 4 - 8 PM | Community Toxics Collection, Forestville |

December 2012 Outreach Events

| <u>Day</u> | <u>Time</u> | <u>Event</u> |
|-------------------|--------------------|------------------------------------------------------------------|
| 4 | 4 - 8 PM | Community Toxics Collection, Santa Rosa NW |
| 6 | 12 – 1:30 PM | Cloverdale Rotary presentation Citrus Fairgrounds Sonoma Compost |
| 11 | 4 - 8 PM | Community Toxics Collection, Santa Rosa NE |
| 18 | 4 - 8 PM | Community Toxics Collection, Sebastopol |

SCWMA Agenda Plan Worksheet

Note: Planned topics other than regular scheduled subjects are listed under the appropriate meeting date (in italics).

| | 2012 | 2013 | 2014 | Regular Scheduled Topics by Month: |
|-----------|-----------------------------------------------------------------------|-------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------|
| Month | Plan <i>Actual</i> | Plan <i>Actual</i> | Plan <i>Actual</i> | |
| January | 1/18/2012 <i>Comp pub hrg</i> | 1/16/2013 <i>Bag Pub Hrg Comp EIR</i> | 1/15/2014 | Elect officers Education summary reports |
| February | 2/15/2012 | 2/20/2013 | 2/19/2014 | Draft work plan 2nd Quarter financials Recycle guide printing |
| March | 3/21/2012 <i>HHW</i> | 3/20/2013 | 3/19/2014 | Final work plan Draft budget |
| April | 4/18/2012 | 4/17/2013 | 4/16/2014 | Final budget EPR update |
| May | 5/16/2012 <i>EwasteColl EwasteTran</i> | 5/15/2013 <i>HHW</i> | 5/21/2014 <i>EwasteColl</i> | Annual audit report 3rd quarter financials |
| June | 6/20/2012 <i>Pet HHW</i> <i>Spanish Oil Services</i> | 6/19/2013 | 6/18/2014 <i>Spanish</i> | |
| July | 7/18/2012 | 7/17/2013 | 7/16/2014 | <i>Typically cancelled</i> |
| August | 8/15/2012 8/23/2012 | 8/21/2013 | 8/20/2014 | Year end financials |
| September | 9/19/2012 | 9/18/2013 | 9/17/2014 | Annual budget adjustments |
| October | 10/17/2012 10/24/2012 <i>Comp contr Comp pub hrg</i> | 10/16/2013 | 10/15/2014 | EPR update report |
| November | 11/21/2012 12/5/2012 <i>HHW RFP</i> | 11/20/2013 | 11/19/2014 | 1st quarter financials |
| December | 12/19/2012 | 12/18/2013 | 12/17/2014 | <i>Typically cancelled</i> |