

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

November 20, 2013
9:00 a.m.

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

Estimated Ending Time 11:30 a.m.

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 October 16, 2013 | |
| 4.2 Carryout Bag Ordinance Report | |
|
<u>Regular Calendar</u> | |
| 5. Compost Site Discussion
[Carter, Mikus](Attachments) | Discussion/Action
Organics |
| 6. Compost "Zero Discharge" Project Status
[Carter, Mikus](Attachments) | Discussion/Action
Organics |
| 7. JPA Agreement Amendment Update
[Mikus](Attachments) | Discussion/Action
All |
| 8. <u>Attachments/Correspondence:</u> | |
| 8.1 Director's Agenda Notes | |
| 8.2 Reports by Staff and Others: | |
| 8.2.a November, December 2013, January 2014 Outreach Events | |
| 8.2.b Agenda Plan Worksheet | |

9. On file w/Clerk: for copy call 565-3579
Resolutions approved in October 2013
10. Boardmember Comments
11. Staff Comments
12. Next SCWMA meeting: December 18, 2013
NOTE: Special Meeting, Strategic Planning Work Session
Start Time 8:30 AM
Location: Cotati Room
City of Cotati
216 East School Street
Cotati, CA
13. Adjourn

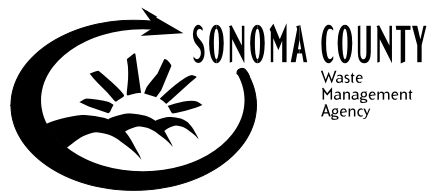
Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

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

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

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

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



Agenda Item 4.1

Minutes of October 16, 2013 Meeting

The Sonoma County Waste Management Agency met on October 16, 2013, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

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

Bob Cox
Susan Harvey, Chair
Jim Wood
John McArthur
Jennifer Phillips
Sue Kelly
Steve Barbose
Shirlee Zane
Debora Fudge

Absent:

City of Petaluma

Staff Present:

Counsel
Staff

Janet Coleson
Patrick Carter
Karina Chilcott
Henry Mikus
Lisa Steinman
Rebecca Lankford

Clerk

1. Call to Order

The meeting was called to order 9:36 a.m.

2. Open Closed Session

The Board convened the closed session in Room 7, Conference Room, of the City of Santa Rosa City Hall.

3. Closed Session

There was one topic of discussion at the closed session: Public Employee Performance Evaluation.

4. Adjourn Closed Session

No action was taken.

5. Introductions

Board Members, Agency staff, and the audience introduced themselves.

6. Agenda Approval

There were no changes to the agenda.

7. Public Comments (items not on the agenda)

None.

Consent (w/attachments)

- 8.1 Minutes of September 18, 2013
- 8.2 FY 13-14 First Quarter Financial Report
- 8.3 Waste Characterization Study RFP
- 8.4 MCR-2 Project Final Report
- 8.5 MCR-3 Project Proposal

Approval of the Consent Calendar was moved by Jim Wood, City of Healdsburg, and seconded by Sue Kelly, City of Sebastopol. The motion passed unanimously.

Regular Calendar

9. Proposed Amendment to the Joint Powers Agreement

Janet Coleson, Agency Counsel, reported that a 2nd Amendment to the JPA had been drafted based on direction received from the Board during the September Board Meeting. The 2nd Amendment clarifies existing language in Sections 2 and 14 of the current JPA Agreement. It was explained that all ten (10) governing bodies must approve the amendment with the same specific language.

Board Questions

Steve Barbose, City of Sonoma, inquired if other than the City Attorney for Santa Rosa had the draft amendment been reviewed by city/ county attorneys.

Ms. Coleson responded that she and Caroline Fowler, Santa Rosa's City Attorney, had agreed that Ms. Fowler would reach out to the other jurisdiction's counsel to discuss the Amendment and inform them she supports it.

Shirlee Zane, County of Sonoma, expressed her support for the changes suggested to Section 2 of the JPA, however, she does not support the changes suggested to Section 14 noting significant implications. Ms. Zane believes that the changes made to Section 14 create a "cafeteria plan" which could undermine the JPA and its sustainability.

Ms. Coleson responded that it was her understanding that Santa Rosa wanted this language, not for the ability to opt out of programs but because they want the ability to enforce locally.

Jennifer Phillips, City of Santa Rosa, noted that the enforcement provision was already included in the JPA; the language is intended for Santa Rosa to have the option to implement its own ordinance.

Ms. Zane believed that the implementation of that amendment could be catastrophic to the existence of the Agency. She stated that as the Amendment is currently worded she could not in good faith support it and noted that her belief that implementing the Amendment would be administratively and fiscally difficult.

Jim Wood, City of Healdsburg, asked for clarification regarding how the current form of the 2nd Amendment was developed. Mr. Wood stated the he believed as a result of the September board meeting the Agency would be developing long-term solutions to address issues that may arise in the future, not just the current Carryout Bag Ordinance. He expressed his concern about issues unraveling in the future due to the currently proposed Amendment.

Ms. Coleson responded that as she understood the direction she received at the September board meeting she was to explicitly include the "opt out" language; with the understanding it

was important to some of the member jurisdictions. Ms. Fowler has also specifically requested language addressing an “opt out” option.

Ms. Phillips noted that language exists in the current JPA Agreement that allows member to not participate in certain programs or services. Ms. Fowler has interpreted this to include non-participation in an ordinance, as it is not specifically defined; they are seeking to specify what can and cannot be opted out of. She also noted that Petaluma has asked for language clarifying the “opt out” options.

Chairperson Susan Harvey, City of Cotati, inquired how an opt out/ opt in scenario would affect citizens as well as staff; specifically how would participation be tracked? Ms. Harvey also inquired about liability.

Ms. Coleson responded that the Agency would defend any litigation against a participating jurisdiction; it was noted that if a jurisdiction were to opt out of any agency program they would be responsible for their own legal representation.

Ms. Phillips stated that Santa Rosa currently plans to adopt an ordinance identical to the JPA's. It is currently her understanding that the JPA would be able to provide education as the ordinances would be identical, if Santa Rosa were to adopt or amend an ordinance which varied from the JPA's they would then be responsible for the education to the community.

Ms. Harvey noted she does not believe the Agency would have any obligation to provide education or outreach for a jurisdiction not participating in its program.

The issue of whether the Agency would provide education support if a member opted out of the regional program was not resolved.

Ms. Harvey asked Ms. Phillips if similar language was included in or would be added to other JPA Agreements of which Santa Rosa is a member.

Ms. Phillips responded that language regarding the ability to pass ordinances was included in the Library JPA at the request of Santa Rosa; however, it is not anticipated to be included in all JPA's they participate in.

Public Comment

None

Board Discussion

Steve Barbose, City of Sonoma, stated he had not anticipated an amendment offering members the opportunity to opt out of any Agency program. He believed that the language in Section 2 allowed a jurisdiction to opt out of any of the Agency's programs. Mr. Barbose wants specific language which limits the opt-out option to only the Carryout Bag Ordinance.

Ms. Coleson noted she is attempting to clarify existing language in Section 2 which allows for member to opt out of non-major programs.

Ms. Zane asked if any jurisdictions have ever opted out of any Agency's programs.

Ms. Coleson responded, affirmatively, in minor programs, such as used oil.

Ms. Coleson inquired if the Board had suggestions for additional or different language to be used in the amendments of Section 2 and Section 14.

Mr. Barbose stated he would support changing the language to limit the opt out capabilities to exclusively the Carryout Bag Ordinance.

Ms. Coleson expressed her concern with making the Amendment specific to the Carryout Bag Ordinance, noting that it would potentially have to be amended again for the ability to pass another ordinance.

Ms. Phillips stated that it is not the intention of Santa Rosa to use the currently proposed language to opt out of either major or minor Agency programs. She believes that the more specific language would be acceptable.

Ms. Zane inquired about the financial impact of having the ability to opt out of Agency programs.

Ms. Coleson replied that opting out of a program would not eliminate or decrease the surcharge owed to the Agency by the jurisdiction.

Mr. Barbose made a motion that the amendment be modified to limit the ability of jurisdictions to opt out of only the proposed Carryout Bag Ordinance.

Ms. Coleson asked Mr. Barbose if it would be his desire for jurisdictions to remain able to opt out of non-major programs.

Mr. Barbose responded affirmatively.

Ms. Coleson proposed that, as a motion had been made, she would like to define specific language that the majority of the Board would agree upon because all ten (10) jurisdictions have to adopt the exact same language.

Ms. Coleson's recommended amendment modification: "Each participant executing this agreement may elect to participate in any or all of the non-core Agency programs, including any Carryout Bag Ordinance.

Ms. Zane expressed her concern regarding the success of the Carryout Bag Ordinance if Santa Rosa is able to opt out.

Ms. Phillips noted that Santa Rosa is not the only jurisdiction expressing a desire to not participate in the Agency's Carryout Bag Ordinance. At this time it is her belief that the mechanism which is used to adopt this ordinance, whether it is the Agency or an individual jurisdiction, is of less importance to the community.

Debora Fudge, Town of Windsor, asked that core and non-core programs be explicitly defined within the Amendment.

Ms. Harvey inquired if jurisdictions not participating in the JPA's ordinance program would be obligated to complete their own Environmental Impact Report.

Ms. Phillips responded that Santa Rosa would be able to use the Agency's EIR as a fundamental base and then conduct studies specific to Santa Rosa.

Ms. Coleson presented her suggested modifications to the Amendment: "Each participant executing this agreement may elect to participate in any or all of the Agency's non-core programs, including any Carryout Bag Ordinance.

Core programs are defined to be: Household Hazardous Waste, Wood Waste, Yard Waste, Public Education and Require Reporting.”

Mr. Barbose amended his motion to adopt the modified language proposed by Ms. Coleson.

Ms. Zane requested that the Amendment of Section 2 include the additional language: “Any opt out will not affect the fiscal contributions of any entities.”

Ms. Coleson presented her suggested modifications to the Amendment: “Should any participant elect not to participate in a non-core program, including any Carryout Bag Ordinance, there would be no reduction in fiscal responsibility.”

Mr. Barbose motioned to approve the modified language. Ms. Fudge seconded the motion. The motion passed with a unanimous vote.

Ms. Coleson instructed the Board that the next step will be to present the Amendment to all of the Agency’s ten (10) governing bodies for approval.

Mr. Mikus stated that he would be reaching out to members individually to address their needs for assistance in presenting the Amendment to their Councils.

10. Carryout Bag Ordinance Update

Patrick Carter, Agency Staff, reported that meetings to discuss the Ordinance have yet to be scheduled with the cities of Rohnert Park and Petaluma. The Agency has responded to questions submitted by the Cloverdale City Manager to Mr. Mikus; the questions and responses were included in the meeting packet.

Board Questions

None

Public Comments

None

Board Discussion

None

11. Compost Future Discussion

Mr. Mikus opened the item addressing Board questions from the September meeting. Mr. Mikus reported that the Agency has completed an analysis for the use of electrical equipment on site as well as using the facility to generate solar power. The electrical power analysis was conducted utilizing diesel usage data at the Compost Facility at the Central Site from the previous year. It was determined that the application of electrical power to applicable machines would result in a reduction of 160 metric tons of Greenhouse Gases (GHG). Based on the surface area of the planned facility’s roof it was determines that the utilization of solar panels would result in a GHG reduction of 423 metric tons per year. Mr. Mikus moved on to discuss the potential costs for the use of the leachate pipeline. At this time discussions are still continuing as there is an abundance of information to be worked through. Mr. Mikus reported that the County has completed a “Leachate Conveyance Study,” however, there are issues that still remain.

Ms. Zane requested that Susan Klassen, Sonoma County Transportation & Public Works Director, address the Board and provide additional information regarding the leachate line.

Ms. Klassen noted that resolving the pipeline issue is complex. The County has completed a study which examined six options which could be pursued. Additional discussions are taking place between the County and Santa Rosa, Rohnert Park, and Cotati. Ms. Klassen reported that the focus of the conversations her and Mr. Mikus have had have been in regards to the compost facility's zero-discharge requirement.

Mr. Mikus continued his report noting that the Agency has vetted the trucking costs which were provided in the Site Analysis completed by Agency Staff. Based on tonnage and mileage the costs presented by the Agency and the costs presented by the private trucking firm were within 7% of each other. Mikus reported by utilizing the Cost Factor Sheet prepared by the Agency the net difference varied between 1% and 1.5% with a range of \$.28 per ton to \$.37 per ton. Mr. Mikus noted that Ms. Coleson had prepared and distributed a memorandum to board members regarding the land use and zoning concerns of Site 40.

Ms. Coleson summarized the memorandum stating that the Agency is not subject to County Zoning Regulations as they pertain to Site 40.

Mr. Mikus reported that Agency staff have participated in discussions with Site 40 representatives; they have indicated they are willing sellers; however, there are issues to be resolved regarding the property's value. While the appraisal conducted on behalf of the Agency was based on the highest and best use being pasture land Site 40 representatives believe composting would be the highest and best use for the land.

Mr. Mikus reported that in conversations with Ms. Klassen she informed him that cost for the use of a new compost site at the Central Disposal Site would ultimately be a decision for the Sonoma County Board of Supervisors to approve or deny. As requested by Dan St. John, City of Petaluma, Mikus asked board members to consider the formation of a technical committee to specifically address leachate pipeline issues.

Board Questions

Mr. Wood asked if there was a timeline for when the remaining questions and issues may be resolved.

Mr. Mikus replied that his belief is that the pipeline is the biggest issue and asked Ms. Klassen for her input.

Ms. Klassen stated that an engineering study should be completed by the Agency to determine how much storm water the County can accommodate through the pipeline, noting that storm water comes in at high volumes with high intensity which is different than what typically passes through the leachate pipeline. She also believes that the study should include the amount of storage needed to detain the flow to a point where it could gradually be fed into the pipeline at a rate it could accommodate.

Mr. Mikus asked Ms. Klassen if she had any additional information regarding hook-up fees that would be associated with the pipeline.

Ms. Klassen answered that the County has hired an engineering firm to investigate different options for the transfer pipeline and the hook-up fees would be dependent on the jurisdiction so they were not and could not be accounted for in the study.

Mr. Mikus reported that a clearer timeline should be available by the November meeting.

Ms. Kelly inquired what the costs would be if the Agency discharges all of its storm water to the Laguna Treatment Plant.

Ms. Klassen responded that there would be a disposal fee for any amount of storm water put through the pipeline on behalf of the Agency, however, she did not know what the rate would be.

Mr. Mikus informed the Board that the Agency has submitted an application for a Discharge Permit to the Utilities Department at the Laguna Treatment Plant. This will make it possible to collect the "first flush" and haul it. He anticipates having a better idea of what rate the Agency will be charged within the next few weeks.

Ms. Fudge asked if the Central Disposal Site has the space for the required water storage.

Mr. Mikus responded that in the conceptual design, as provided in the re-circulate EIR, there is adequate space.

Ms. Harvey, noting that the use of the Central Disposal Site will be a decision for the Sonoma County Board of Supervisors, asked what the Agency should do at this time to move forward to ensure the site will be a viable option.

Mr. Mikus agreed with Ms. Harvey and will proceed as soon possible.

Ms. Harvey asked for clarification that Site 40 can indeed be used for composting.

Ms. Mikus replied that Ms. Coleson has determined the Agency is not subject to County Zoning Regulations. Mr. Mikus also noted that a use permit could be obtained which ensures the property is properly zoned.

Ms. Harvey asked for clarification about the lease and purchase options, noting that certain things are required to fall into place for the site to be used but they do not seem obtainable if only part of the property is leased.

Mr. Mikus responded that it has become apparent that in order to make everything work the entire property should be leased or purchased. Cutting out just 50 acres as has been discussed may pose access, water and other issues.

Ms. Zane asked for clarification if Site 40 is a Williamson Act Property.

Mr. Mikus responded affirmatively.

Ms. Zane stated that she believes because Site 40 is a Williamson Act Property that ultimately it would have to go to the County for approval of a use permit.

Public Comments

Roger Larson, Happy Acres, stated that no consideration has been given to the GHG emissions produced if the Central Disposal Site is selected for the new compost facility and it fails to meet its objective of 200,000 tons per year. Mr. Larson noted several items he believes should have been included in the Agency's report and were not, including: emissions from trucks hauling 20,000 tons or 60,000 tons of material out of the county, the cost of the trucking service, and the cost in GHG or dollars to truck away waste water to meet the zero-discharge requirements. Mr. Larson also noted his surprise that the Rancho Adobe Fire Chief was not

concerned about the static piles catching fire as well as the pipes that may put out any fire that may start; Mr. Larson noted that water is not piped to the piles for anything but humidity control. Mr. Larson told the Board that they have an opportunity to build a state of the art compost facility that can serve Sonoma County into the future at Site 40.

Allan Tose, Site 40 Representative, spoke to clarify some of the zoning questions that have been brought up. He noted that there are three (3) options which could be pursued: 1) change the sale to that of a public facility 2) as stated by Ms. Coleson the Agency is exempt from County Zoning Regulations and 3) as of a year and a half ago compost became an allowable use per LEA Zoning, and complies with the Williamson Act; noting there is precedent of this throughout the State. Mr. Tose noted that composting is considered agricultural if it is done on agricultural land and half (50%) of the product is agricultural.

Board Discussion

Mikus inquired if any board members, other than Mr. St. John were interested in participating in the Technical Committee for the Leachate Pipeline.

Ms. Phillips and Ms. Kelly agreed to participate. John McArthur, City of Rohnert Park, abstained from the committee due to Rohnert Park's ongoing involvement with the project.

12. Executive Director Contract

Ms. Coleson opened this item informing the Board about the two agreements which exist for the employment of the Agency Executive Director; one being between the Agency and the County for staffing service and the other being between the County and the Executive Director. The Agency may request that the County extend or modify then approve the agreement with the Executive Director. It is at the discretion of the Board how to form the request to the County. Ms. Coleson noted that she will need direction and approval from the majority of the Board to proceed.

Board Questions

None

Public Comments

None

Board Discussion

Ms. Phillips motioned that the Board recommend Agency Counsel to work with County Human Resources to establish a new contract with Henry Mikus to continue working as Agency Executive Director beginning January 3, 2014 and extending for a one (1) year term with two (2) options each for a one (1) year extension. The new contract shall contain the same terms regarding pay and benefits as they currently exist. Ms. Zane seconded the motion.

Mr. Barbose expressed his preference for a longer term than one (1) year; he suggested a two (2) year term with a one (1) year extension option.

Ms. Harvey conducted a vote for the motion presented by Ms. Phillips. The motion failed with two (2) affirmative votes and seven (7) negative votes.

Mr. Barbose motioned to renew the contract for a two (2) year term with a one (1) year extension option. Ms. Fudge seconded the motion. The motion carried with seven (7) affirmative votes and two (2) negative votes.

13. Strategic Plan Retreat

Mr. Mikus discussed the Board's expressed desire for a strategic plan. The regularly scheduled board meeting in December has been selected as the date for an initial Strategic Plan Retreat. Mr. Mikus reported he has obtained proposals from two facilitators, Sherry Lund and Bill Chiat, both previously having worked with board members in different capacities. Mr. Mikus noted a large variation in costs between the proposals, citing that Ms. Lund provides more preparation and follow-up work. Mr. Mikus asked for direction from the Board.

Board Questions

Ms. Zane reiterated that many board members have worked with Mr. Chiat in the past and noted that he has an expertise in solid waste which she believes would be an advantage in moving the Agency forward. She also noted that he is the more economic of the options.

Ms. Kelly, noting the cost difference, asked if the solicitation of services were similar.

Mr. Mikus responded affirmatively stating the primary difference in services in the prep work and follow-up the facilitators believe they need to complete for a successful meeting.

Ms. Harvey noted that Ms. Lund's proposal stated that it was based on an assumed meeting location of Sausalito.

Mr. Mikus replied that the location must have been an oversight and ensured the Board that the location of the retreat would take place locally.

Ms. Harvey noted that Mr. Chiat did not provide for any follow-up in his proposal; she inquired if Agency Staff would be capable of summarizing his information and findings into a report.

Mr. Mikus responded affirmatively.

Ms. Fudge remarked that she has worked with both Mr. Chiat and Ms. Lund; based on Ms. Lund's work with the Agency last year and her follow-up she would be her preferred facilitator.

Mr. Barbose asked if Mr. Chiat would be capable of conducting follow-up for an additional fee.

Mr. Mikus responded affirmatively.

Mr. Wood expressed his desire for follow-up, noting he believes it would be essential for to form a conclusion of the meeting.

Public Comments

None

Board Discussion

Ms. Kelly supports Ms. Fudge's preference for Ms. Lund citing Ms. Lund's work with the Agency last year makes her more up-to-date with members and the issues the Agency is facing.

Ms. Kelly made a motion to proceed with the selection of Ms. Lund. Ms. Phillips seconded the motion. The motion carried with a unanimous vote of the members present.

14. Attachments/Correspondence:

- 14.1 Director's Agenda Notes
- 14.2 Reports by Staff and Others:
 - 14.2.a October and November 2013 Outreach Events
 - 14.2.b County letter & response, compost inspections
 - 14.2.c Zero-Discharge Correspondence

15. On File w/Clerk

Resolutions approved in September 2013

16. Board member Comments

17. Staff Comments

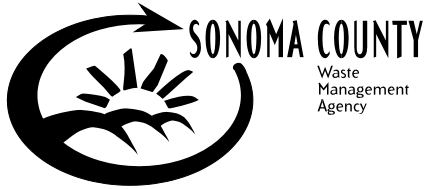
18. Adjourn

The meeting was adjourned at 11:57 p.m.

Distributed at meeting:

Sherry Lund Introduction Document

Submitted by
Rebecca Lankford



Agenda Item #: 4.2
Cost Center: Contingency
Staff Contact: Carter/Mikus
Agenda Date: 11/20/2013

ITEM: Carryout Bag Ordinance Report

I. BACKGROUND

The SCWMA Board of Directors requested staff to provide carryout bag legislation updates at each SCWMA meeting subsequent to the March 2008 meeting. Since that meeting staff has researched developments within California and out-of-state legislation regarding paper and plastic carryout bags.

At the May 18, 2011 SCWMA meeting, the Board directed staff to present the three options for addressing carryout bags developed by staff to the Board of Supervisors and nine City Councils so those decision-making bodies could give direction to their respective SCWMA representative regarding action on one of those options. Staff made presentations and received feedback.

At the February 18, 2012 SCWMA meeting, the Board directed staff to begin outreach meetings throughout the county to receive feedback on the carryout bag waste reduction effort and using the San Jose carryout bag ordinance parameters as the starting point for the discussion. Nine such meetings were held, where Staff made a presentation, then received comments from the public.

By the May 2012 SCWMA meeting, all member jurisdictions had indicated their support for this project to move forward. When Agency staff visited member jurisdictions' governing bodies during 2011, one of the assurances provided was that if all members did agree to continue working to developing a single-use carryout bag ordinance, Agency staff would return to present the draft ordinance and seek members' input. At the May meeting, staff was directed to prepare a "White Paper" on the draft ordinance and to release an RFP to hire a consultant to complete the necessary CEQA documentation should the Board decide to pursue adoption of the ordinance.

At the June 20, 2012 SCWMA meeting, staff presented the "White Paper" developed for the draft ordinance to the Board.

The RFP was released on July 24, 2012 and proposals were due August 20, 2012. Rincon Consultants was selected as the consultant to perform the Environmental Impact Report for the SCWMA on September 19, 2012.

SCWMA staff arranged for and attended four public scoping meetings in which to receive comments as to the scope of the Environmental Impact Report (EIR). The meetings were held in Santa Rosa on October 30, 2012, Sonoma on November 1, 2012, Petaluma on November 2, 2012, and Windsor on November 7, 2012, all at 6 pm.

Incorporating the comments made during the scoping period, Rincon Consultants prepared the Draft EIR. The Draft EIR was released February 4, 2013, beginning a 45 day comment period, which ended March 22, 2013.

There was a public hearing at the February 20, 2013 SCWMA meeting of the Board of Directors regarding the Draft EIR for the carryout bags waste reduction project. Though not required by the California Environmental Quality Act (CEQA), public hearings allow the public to provide verbal comments to be addressed in the Final EIR. Verbal comments at the public hearing were addressed,

in addition to the written comments received during the comment period. The response to comments is included in the Final EIR.

At the April 17, 2013 SCWMA meeting, staff presented the Final EIR for inspection. Agency staff offered to make a final return visit to each of the City/Town Councils and Board of Supervisors for those decision-making bodies to give direction to their SCWMA representative regarding a vote on the ordinance.

At the October 16, 2013 SCWMA meeting, the Board directed staff to circulate a Second Amendment to the JPA which would clarify the Agency's ability to adopt ordinances and the roles of member jurisdictions with regard to non-core programs of the Agency.

II. DISCUSSION

While the results of the JPA Second Amendment impact the status of the carryout bag waste reduction project, a few updates can be provided. The City of Petaluma will consider the issue of participation in a countywide carryout bag program on December 2, 2013, the City of Santa Rosa will consider the issue on December 10, 2013, and the City of Rohnert Park will consider the issue on January 13, 2014. The only city that has not scheduled this item is the City of Cloverdale; Agency staff understands finding the opportunity to address the item and fit it into a council meeting agenda is the cause of delay. Current plans are for Cloverdale to have their discussion either December 11, 2013 or January 8, 2014.

A number of Agency members have been contacted by the offices of California Assembly Member Levine and California Senator Padilla regarding the statewide bills (AB 158 and SB 405, respectively) on the subject of carryout bag waste reduction. While Agency staff agrees with the concept of a statewide bill, the interplay between a statewide carryout bag regulation and a local ordinance is not addressed to the satisfaction of Agency staff to the point that Agency staff can recommend endorsement of these bills. Earlier this year, staff communicated with Senator Padilla and Assembly Member Levine via letter to explain these concerns. Staff also had numerous discussions with other local governments, the League of California cities, and the California State Association of counties, who shared our questions on the bills.

There are two issues with which Agency staff requests modification: both statewide bills cover fewer businesses than the proposed local ordinance and neither bill acknowledges existing legislation on the subject throughout the state which is known as the pre-emption issue. Agency staff recommends sending a letter of opposition unless the bills are amended to address these deficiencies. If the issue of pre-emption is addressed by the author, staff recommends that a letter of support be sent at that point.

Agency staff discussed these bills with Assembly Member Wes Chesbro, a co-sponsor of AB 158. He acknowledged the validity of staff's concerns, but also suggested since neither bill would be implemented before January 2015, the Agency had time to implement its own bill which would supersede the state bill according to language under consideration with these bills. As neither bill currently contains this language, staff has written a letter of opposition unless amended for these bills, in the hopes that our concerns would be addressed.

III. FUNDING IMPACT

There are no funding impacts as a result of this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

No action is required.

V. ATTACHMENTS

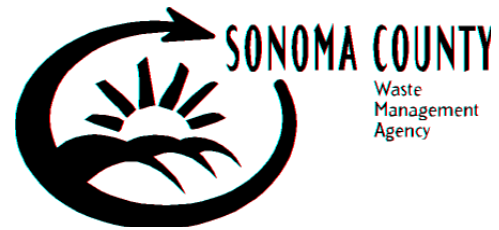
Letter of Opposition, AB 158

Letter of Opposition, SB 405

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

November 7, 2013

Assembly Member Marc Levine
PO Box 942849
Room 104
Sacramento, CA 94249-0010



Subject: Assembly Bill 158 (Single-Use Carryout Bags) OPPOSE UNLESS AMENDED

Dear Assembly Member Levine,

The Sonoma County Waste Management Agency (SCWMA), formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education.

The SCWMA is on the verge of adopting a County-Wide Single-Use Carryout Bag Ban Ordinance. Thus, in general we applaud and support any efforts to limit the environmentally damaging use of single-use carryout bags, and we are encouraged by the California Legislature's work via AB 158 and SB 405 to enact a state-wide ban.

However, we cannot offer unqualified support to AB 158, of which you are the author and sponsor. The SCWMA has two issues of question:

First, there appears to be differences between the scope of AB 158 and the ordinance we intend to enact locally. Our ordinance seeks to place limits on all retail establishments, not just groceries and stores over a given size. Doing such a broader reaching ban was clearly the will of our citizens as expressed through numerous public hearings and stakeholder forums that were held preparatory to drafting our ordinance. Also, we contemplate setting a minimum charge for the purchase of paper single-use bags, which has been clearly proven to provide a deterrent to use of such bags; AB 158 sets no such fee.

Second, we are concerned regarding pre-emption. Many other California jurisdictions have enacted single-use carryout bag bans and have expressed worry that a state-level ban will either negate their efforts or will open their programs to further legal challenges. It is our understanding that some efforts have taken place to respond to these pre-emption questions to "grandfather" existing local efforts. As our local bag ban ordinance is not quite adopted, and we have spent considerable time and expense to develop our ordinance to suit the needs of our citizens, the possibility that just by timing our ordinance might be jeopardized needs to be considered.

If language could be included in AB 158 to address pre-emption that includes "grandfathering" in-process local single-use bag ban efforts including ours, we could then offer support for this bill.

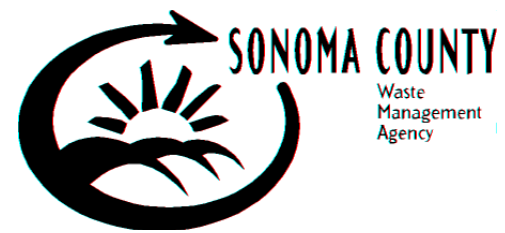
If you have any questions about our position, please contact our office at (707) 565-3788.

Sincerely,

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

November 7, 2013

Senator Alex Padilla
State Capitol, Room 104
Sacramento, CA 95814



Subject: Senate Bill 405 (Single-Use Carryout Bags) OPPOSE UNLESS AMENDED

Dear Senator Padilla,

The Sonoma County Waste Management Agency (SCWMA), formed in April 1992, is the joint powers authority of the nine incorporated cities and the County of Sonoma. The mission of the Agency is waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, planning and education.

The SCWMA is on the verge of adopting a County-Wide Single-Use Carryout Bag Ban Ordinance. Thus, in general we applaud and support any efforts to limit the environmentally damaging use of single-use carryout bags, and we are encouraged by the California Legislature's work via AB 158 and SB 405 to enact a state-wide ban.

However, we cannot offer unqualified support to SB 405, of which you are the author and sponsor. The SCWMA has two issues of question:

First, there appears to be differences between the scope of AB 405 and the ordinance we intend to enact locally. Our ordinance seeks to place limits on all retail establishments, not just groceries and stores over a given size. Doing such a broader reaching ban was clearly the will of our citizens as expressed through numerous public hearings and stakeholder forums that were held preparatory to drafting our ordinance. Also, we contemplate setting a minimum charge for the purchase of paper single-use bags, which has been clearly proven to provide a deterrent to use of such bags; AB 158 sets no such fee.

Second, we are concerned regarding pre-emption. Many other California jurisdictions have enacted single-use carryout bag bans and have expressed worry that a state-level ban will either negate their efforts or will open their programs to further legal challenges. It is our understanding that some efforts have taken place to respond to these pre-emption questions to "grandfather" existing local efforts. As our local bag ban ordinance is not quite adopted, and we have spent considerable time and expense to develop our ordinance to suit the needs of our citizens, the possibility that just by timing our ordinance might be jeopardized needs to be considered.

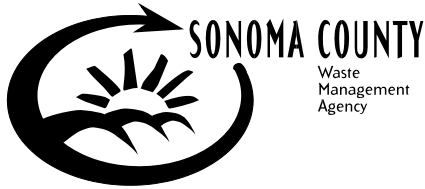
If language could be included in AB 405 to address pre-emption that includes "grandfathering" in-process local single-use bag ban efforts including ours, we could then offer support for this bill.

If you have any questions about our position, please contact our office at (707) 565-3788.

Sincerely,

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

2300 County Center Drive, Suite B 100, Santa Rosa, California 95403 Phone: 707.565.2231 Fax: 707.565.3701



Agenda Item #: 5
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 11/20/2013

ITEM: Compost Site Discussion

I. BACKGROUND

The Sonoma County Waste Management Agency (Agency) is conducting a comprehensive process to identify the most suitable site for a new compost facility. At the August 21, 2013 Board meeting an analysis of two sites, Site 40 and the Central Alternative, was presented for discussion to examine practical and financial factors in addition to the environmental considerations already covered by the site selection final EIR. Subsequently, the Board has had discussion on this topic at the September and October 2013 meetings. Several times, the Board has asked staff to develop additional information to aid them in their discussion and decision, and the information has been presented.

At the current time, two subjects are being worked out by various involved parties to develop necessary information and bring clarity to the respective situations. These are the fair, legal price to buy or lease Site 40, and the costs, capabilities, and capacity requirements for managing "zero-discharge" for storm water at the Central Alternative site.

In the interests of brevity, the staff reports from both the August, September, and October 2013 meetings are included as attachments, since as little of the information from those reports as practical is repeated here.

Additionally, it has been a year since any in depth report on the state of the current compost site has been made. Thus, an updated discussion on today's compost facility is also presented, as that has possible impacts on decisions on a future new site.

II. DISCUSSION

Potential Future Sites:

The Agency had an appraisal prepared for Site 40 which examined its value under current conditions, as pasture land. The land owners' representative has indicated to the Board they believe a more appropriate value of the site would be as a permitted compost facility. To present that value, the owners are in the process of having a second appraisal tabulated that does examine the land's value as a permitted compost site. The owners' agent has indicated he represents willing sellers, and that they are also willing to lease the site, of course if agreement on pricing is reached. The owners' agent was contacted for an update on their progress; their effort is still ongoing.

We have engaged the services of SCS Engineers to perform a more detailed storm water analysis for the new site at Central in order to properly establish what storage capacity is needed, which includes examining the conceptual layout of the new site to see what space is available there for a storm water pond of sufficient size for our needs. We have received an initial report from SCS, which states that storage capacity of 14 million gallons (normal rainfall year) to 29 million gallons (very high rainfall year) is essential to achieving "zero-discharge". Their first review of the site is that insufficient space exists for a conventionally constructed detention pond large enough for even the normal rainfall year accumulation of contact water. However, some other options may be viable.

Based on estimated per-gallon treatment plant fees, but exclusive of any fees for connection/impact or costs of storage capacity construction, for the normal rainfall year total discharge and treatment via a pipeline would cost \$750,000 annually. This could have an increase in our costs of \$5 per ton.

As to the cost of using the County leachate pipeline system, that is still open-ended as the County continues to work toward a long-term solution for linking the end of their pipeline over the last distance to the Laguna Waste Water Treatment Plant.

Existing Site:

The long-term problem with our current facility is that it is very near its maximum capacity. It is permitted to process 108,000 tons of organic materials per year, and the most recent complete year totals are at nearly 100,000 tons. As the site approaches the maximum permit number, operational challenges magnify. It is clear the site has reached the limit for growth.

, When the site permit was developed, three involved individuals met to set the standards for maximum sizes for piles of the various raw, in-process, and finished materials; they also set goals for maximum process/holding times for these materials. They were one of the principals of our contractor, Sonoma Compost Company (SCC), an official of the Local Enforcement Agency (the County Dept. of Environmental Health, known as the "LEA", that is the local representative for CalRecycle for solid waste facility permit compliance), and a representative of the Rancho Adobe Fire District. These individuals developed these numbers using their "best professional judgment" as there were no standards in place at the time. Over time, as experience in this field has grown, and as other similar facilities have been built in California, the pile sizes were codified. The pile sizes allowed are much larger than the pile sizes described in the current site's solid waste facility permit. These standards were adopted by the County of Sonoma and did not alter the section applicable compost facilities. At this point, our permit has the most restrictive pile size limits and maximum process times of any similar California permits, other than those for facilities that process biosolids (waste water treatment plant residuals).

Over the past two years Sonoma Compost Company (SCC) has experienced problems maintaining the permit-stipulated pile sizes and process times, as has been documented on occasion by the LEA via their inspections. However, we are preparing a permit modification application to revise these numbers to more realistic and effective levels. Part of this process has involved dialogue with the County Fire Marshall and the Rancho Adobe Chief. As currently proposed, the new pile sizes are set with the fire risk in mind for each particular material; new sizes range from 8.5% to 40% of the maximums allowed by the Fire code. Unfortunately, despite the existence now of standards that are much more liberal than what we propose, the LEA has not supported these changes, insisting that until a permit modification is approved, the site is required to comply with the existing terms and conditions of the permit.

Another issue that has gained prominence over the recent year and a half has been odor complaints by neighbors to the Central property, chiefly at the Happy Acres subdivision. Since May of 2012 there have been 45 site inspections with at least some attention to odor; of these 34 have been prompted by complaints. Six of these inspections have resulted in reports with violations, but it is important to note that half have been disputed by SCC or SCWMA personnel whose concurrent evaluation has been that compost odor was either not present or a minor component of the observed odors. Unfortunately, Happy Acres is bounded by three dairies, one of which is directly upwind of the subdivision homes. The dairy odor has been documented by a large majority of the LEA inspections as the source of the offensive odors in that neighborhood.

The CalRecycle standard, for odors to be cited, is they have to be classified as a "nuisance". By that definition, a nuisance is something that "affects at the same time an entire community, neighborhood or any considerable number of persons". The pattern though has been that compost odors have been intermittent and not over the entire area. However, beginning April 2013 the LEA began using as their standard (their wording) "if odors are impacting sensitive receptors offsite, then the site is in violation" meaning that any odor was a violation. SCWMA and SCC staff met with CalRecycle and the LEA in July 2013, and while not specifically acknowledged by the LEA, subsequent inspection reports noting

intermittent compost odors stopped listing them as violations, signaling either the creation of an odor inspection protocol or the modification of an existing protocol in line with what is expected from CalRecycle. Five of the six odor violations were issued between April and July 2013, none have been issued since the CalRecycle clarification.

Other potential opportunities:

We have been contacted by representatives of the local short-line railroad, the Northwest Pacific, with an idea as an alternative to constructing a new site. We have had one recent initial meeting to discuss their idea. Their hope is to offer an alternative that may alleviate the difficult and problematic choice we face in selecting a new site. They are examining if rail haul of organic raw materials out, with shipment of finished product back, using a currently operating site elsewhere, might be cost effective. Rail transportation is much more fuel efficient and greenhouse gas-friendly than the trucking alternatives we have considered previously. This seems like a difficult possibility, but we will at least give them a chance to fully vet the proposal.

III. FUNDING IMPACTS

None at this time.

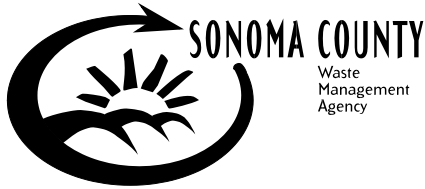
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends continued work to resolve the pipeline and land questions to a point where sufficient accurate information is available to allow a complete discussion and decision on selection of a new compost site.

V. ATTACHMENTS

August 21, 2013 Staff Report
September 18, 2013 Staff Report
October 16, 2013 Staff Report
Pile Size Proposal to Rancho Adobe Fire Protection District

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



Agenda Item #: 10
Cost Center: All
Staff Contact: Mikus
Agenda Date: 8/21/2013

ITEM: Report on Compost Site Analysis

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (SCWMA or Agency), in partnership with its contact operator Sonoma Compost Company (SCC), operates a composting facility located on Sonoma County's Central Disposal Site (CDS). The facility location has always been considered temporary, requiring that a new, more permanent site be identified and developed. The Agency has undergone a comprehensive process to identify the most suitable site for a new compost facility. The most recent action was completion of an Environmental Impact Report (EIR) to fulfill requirements of the California Environmental Quality Act (CEQA). The Agency Board has requested further analysis in addition to the environmental factors considered in the EIR, such as financial and practical considerations, in order to fully understand all pertinent factors as part of their decision process in selecting the most suitable site.

CEQA Process and EIR Decisions Ahead: Under CEQA, SCWMA is the "Lead Agency" for the compost facility project. Several actions/decisions will be required for the compost project to progress.

The next step in the CEQA process is for the "Lead Agency" to certify the Final EIR. A summary of the Final EIR certification process prepared by CalRecycle is attached for reference. In order to certify the EIR, the lead agency must make the following findings:

1. The Final EIR has been completed in compliance with CEQA.
2. The Final EIR was presented to the decision-making body of the lead agency, and the decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project.
3. The Final EIR reflects the Lead Agency's independent judgment and analysis.

Along with certifying the EIR, the Agency will be approving one of the sites analyzed in the EIR. CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. In order to approve one of the sites (approve a project), the Agency must find: 1) the project as approved will not have a significant effect on the environment; OR 2) the Agency has eliminated or substantially lessened all significant effects on the environment where feasible; OR 3) any remaining significant effects on the environment are unavoidable and adopt overriding considerations.

If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable." A Statement of Overriding Considerations must be prepared when the Lead Agency approves a project which will result in the occurrence of significant effects which are identified in the final EIR but are not avoided or substantially lessened. For the analyzed sites, the Agency will need to make written findings and statements of overriding considerations related to the impact assessments.

History: The 1992 Agreement that established the Agency included a requirement that "Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste

delivered to the site” thus setting the basis for the Agency’s compost program. Additional language stipulated that “...the County agrees to provide, free of charge as a subsidy, sites at its Central Landfill Site...for a wood and yard waste treatment system.” Thus composting program operations began in 1993 at the CDS. Several locations on the CDS property have been utilized by the compost program, with the move to consolidate operations to the current 35 acre site occurring later in the 1990s.

Current Location: Compost operations include spaces for receiving materials, processing and grinding, multiple windrows (active composting), and finished materials storage. The area used is mostly underlain by a cement-treated base that sits above already-filled trash. A significant volume of unused airspace that is available for additional trash exists rising above the compost site. Thus despite the long tenure of compost operations at the current location, the site has always been treated as temporary. In addition to moving compost operations to a new location, in order for this additional volume to be ready to accept trash a liner is required to be placed above the current in-place trash. However, design and permit work for this liner system has not been done.

Permit: The compost facility is currently operating under CalRecycle Solid Waste Facility Permit number 49-AA-0260. The most recent permit review was performed in 2011, with the next review date as November 2016. The facility is allowed to receive green waste, agricultural materials, and vegetative food waste for processing. This means that meat and dairy products are prohibited.

Volumes of Materials: The facility is allowed to process a maximum of 108,000 tons of materials per year, with growth having occurred over time so that the annual amount currently processed is approximately 100,000 tons of material. However, a Waste Characterization Study done for the Agency and issued in 2007 identified nearly 80,000 more tons of material disposed of as trash that would provide feedstock for additional composting. A major portion of this potential compostable feedstock was further identified as food waste which includes meat and dairy products.

Identifying Prospective New Locations: A feasibility study for developing a new compost facility was done in 2005 which also included establishing criteria for selecting a new site. In 2008 a “Composting Facility Siting Study” was prepared for the Agency “to provide a ranked list of potential alternative sites to serve as a mixed food and greenwaste composting facility” that used the selection criteria from the 2005 study. The siting study process involved screening out sensitive areas of the County given the general parameters of the siting criteria plus a requirement that sites provide at least 50 acres for a facility. One of several reasons for the 50 acre size was to provide a site large enough to process about 200,000 tons annually, a number which accounted for the then-current annual amount processed, the potential additional amount of materials identified in the characterization study, plus some allowance for growth. A pool of 55 single-parcel sites was made and assigned sequential identification numbers. Detailed, weighted scoring criteria were developed to rank these sites, and the original list of 55 was trimmed by removing sites with identifiable flaws. The top ten sites by score were all located in the southern end of the County with none in the central or northern areas. Site 40, east of Petaluma, was the highest ranked site. The alternate site on the Central landfill property (Central Alternative) was not included in the list.

California Environmental Quality Act (CEQA) EIR: The next step was to do an assessment to comply with CEQA regulations. Sites 5A, 13, and 14 from the Siting Study were chosen to be analyzed in the EIR, with 5A as the “preferred” site. 5A is located between Lakeville Highway and the Petaluma River. Site 40 was not on the original list for EIR analysis, as it was the subject of a proposed sale to the Sonoma County Agricultural Preserve and Open Space District and unavailable. The Central Alternative was not on the EIR list because at the time the CEQA work began, the CDS was planned by the County to be divested via sale to a private operator.

Subsequently, Site 40 was added to the EIR site list because it no longer was under consideration as part of an Open Space District project, and was available for this project. Also, with the termination of the County's divestiture plans, the Central Alternative was also added to the sites examined by the EIR. In fact, it was decided to do CEQA analysis to the full level normally just used on the "preferred site" for Site 5A, Site 40, and the Central Alternative site. However, due to the limitations of its smaller than 50 acre footprint coupled with the capacities of then-typical composting methods the Central Alternative site was only evaluated for a processing amount of approximately 110,000 tons of materials annually.

The Draft EIR was issued in December 2011 and a hearing for public comment was conducted January 18, 2012. In large part based on technical comments received that demonstrated the Central Alternative site could achieve an annual throughput of 200,000 tons via use of newer compost processing methods, the Draft EIR had its chapters concerning the Central Alternative site revised and recirculated. This Recirculated Draft EIR was issued September 2012 and a public hearing was held on October 24, 2012.

Comments from the original Draft EIR and the Recirculated Draft EIR were compiled and addressed in the responses to comments in the Final EIR. The Final EIR was presented to the Agency Board at its meeting on April 17, 2013. At that meeting the Board directed staff to put together the full analysis of factors that impact the viability of the potential new sites to include practical and financial considerations in addition to the environmental analysis contained in the EIR.

II. DISCUSSION

Environmental Conclusions: The EIR determined that the Central Alternative site was the "Environmentally Preferred Alternative" although arguably the difference between the Central Alternative Site and Site 40 in terms of significant and unavoidable impacts was small. The third site, Site 5A, was clearly an inferior selection based on environmental criteria.

Subjects for Consideration: In addition to environmental considerations, financial and practical attributes of each prospective site are important in a complete analysis geared towards making a selection of the most suitable project site. Some of these factors are:

1. Cost to obtain a site, whether purchase or lease
2. Site development costs, such as nearby infrastructure improvements
3. Site construction costs
4. Transportation costs from outlier collection locations
5. Site capacity and growth potential
6. Cost of utilities
7. Water supply
8. Storm water management, including "zero discharge" considerations
9. Ease of public access
10. Operational autonomy
11. Fee structure
12. Land use and zoning
13. Permitting
14. Risk factors
15. Neighborhood impacts

Site Descriptions: The Central Alternative would be at the far western end of the CDS property, with a size of about 34 acres. That general area is often called the "rock extraction area" and is planned as a borrow site for onsite soils for landfill use. The area proposed is not level, so considerable excavation work combined with filling is required to provide a level area sufficient for composting

operations. This spot would not be located above in-place trash, nor are there plans to use this space for future landfill capacity.

Site 5A is near the south end of Sonoma County, west of Lakeville Highway along the Petaluma River. It is 100 acres in size, and is a low-lying area that exists within the 100 year flood plain adjacent to the Petaluma River.

Site 40, also known as the Texiera Ranch, is southeast of Petaluma in the western corner of the intersection of Adobe Road and Stage Gulch Road. It is gently rolling pasture land currently used for grazing cattle, and is 390 acres in size.

Site 5A Negative Factors: The following analysis does not include Site 5A because of serious negative factors identified in the EIR, which include an estimated \$3.7 M cost of road improvements on Lakeville highway and Twin House Ranch Road, and its location in a flood plain which carries restrictions and prohibitions on waste water treatment and earth filling. In addition, a substantial amount of berm/dike construction would be necessary which would greatly lessen but not entirely remove the dangers of lowland flooding. For these reasons, Site 5A is considered infeasible by staff.

Cost to Obtain a Site: Site 40 could be purchased or leased. The Site 40 owners had previously listed their property for sale at \$6.4 Million. For this analysis, the owners' realtor was contacted, and a lease payment price of \$1.2 Million per year was also offered, for a lease term of 34 years. This lease fee seems exorbitant and likely far beyond the appraised amount above which a public agency cannot pay, as lease payments would cover the sale price in just over six years. In addition, revenue projections do not support anywhere near this level of lease payment. The owners have indicated the site is no longer for sale, but the property could be obtained via "eminent domain" proceedings with all the complexities that involves. Analysis amortizing the purchase price over 25 years indicates \$2 to \$3 per ton would be needed to cover the expense. In any case, analyses were done that included the purchase price of \$6.4 M and an Agency staff estimated annual lease payment of \$250,000.

The Central Site would likely be available at no charge, based on statements made by County staff during the compost site license negotiations conducted over the past year.

Nearby Infrastructure Improvements: For Site 40, none were contemplated in the EIR analysis, but it is not unreasonable to suppose that at some future point some roadway improvements would be made at the nearby intersection of Adobe and Stage Gulch Roads. However, for our analysis costs for a site entrance and turn lanes are included in the overall site construction costs. It is not expected that developing the Central Site would require any infrastructure investments.

Site Construction Costs: Several alternative scenarios exist for either Site 40 or Central, and the analysis was done for construction costs for each. Site 40 was examined for a standard Aerated Static Pile layout, and for Aerated Static Pile with "pony" walls (as contemplated for Central) which allows a smaller footprint. Also, each of these alternates was further divided to look at site purchase and site lease options, for a total of four versions for Site 40. Central was examined in two separate ways: with basic site preparation done by the County's contractor at no expense, and with full excavating and fill costs allocated to the project. The area designated at Central is also planned as a major borrow area for soils used in landfill activities, which would need to be removed prior to any efforts to build a new compost site. In discussion with County staff related to both the compost site license and the landfill Master Operating Agreement, indications have been given that the basic excavation and grading would be performed by the County's contractor at no charge since they would be required to do this work regardless. However, since that possibility is not completely assured, the "pay for it all" version was included in the analysis.

Annual Expenses: Costs for a new compost facility were divided into two groups: The first set included single time expenses related to start-up, such as purchasing the land, engineering design, construction, and equipment. These costs were totaled, then amortized for a 25-year period as annual expense. The second group of costs were recurring annual expenses, such as for operations (including labor, utilities, and supplies) and site lease where applicable. The annual numbers were added together and costs per ton were calculated for a 150,000 tons per year throughput (to recognize the amount of new food waste diversion the facility is expected to accommodate in fairly short order), and the maximum design capacity of 200,000 tons per year. These costs per ton were developed for all six scenarios.

Transportation Costs: The collection and transportation set-up is established for delivery of raw materials for composting to Central, so that expense was used as a baseline. For Site 40, material currently delivered to Central would require transport, and the miles from three of the outlier transfer stations would increase while one would decrease. These factors were used to establish a net increase in transport costs for using Site 40, and both the 150,000 tons per year and 200,000 tons per year quantities were analyzed.

Site Capacity and Growth Potential: Central would clearly be at its capacity limit, as it has a smaller available footprint. Creativity with the methodology to be used, via higher piles and closer spacing through use of "pony" walls, was essential to pushing the envelope to get a design capacity of 200,000 tons per year, as more conventional means originally topped the capacity out at 110,000 tons per year. Although the higher capacity design was carefully studied as part of recirculating the Draft EIR to provide reasonable assurance that the methodology would work, there is still some degree of risk involved as this scheme is not yet in widespread use.

Site 40 however, utilizes less than 50 acres of the full 390 acre property. Thus capacity is not limited by footprint, providing greater assurance that this location would be able to accommodate all the County's needs for processing organic wastes for the foreseeable future.

Site 40 can handle growth beyond 200,000 tons per year provided all regulatory procedures are adhered to, while Central clearly cannot.

Water Supply: Site 40 already has a large pond on site, which is available for water needs. In addition, because of the property size, there is no limit to the size storm water detention pond that can be built. The detention pond could be made large enough to hold large amounts of water sufficient to meet the facility's needs.

Central has limitations on storm water detention pond sizing, which is designed to be less than an acre due to the limited facility footprint. Water from wells on the landfill property would be essential for the operation, which are currently available on a fee basis. Granted, use of Aerated Static Pile technology greatly reduces the water needs by its inherent efficiency compared to current open windrow methods, but water beyond what can be captured and stored will be needed.

Storm Water Management: Zero-Discharge of compost processing contact water has been required by the North Coast Regional Water Quality Control Board. However, even though the amount of this contact water that must be dealt with is significantly reduced by the covered piles to be used, the EIR analysis conservatively analyzes all storm water would be subject to the Zero-Discharge requirement. At Central, the contact water beyond the detention pond's limited capacity would require some treatment option, which likely would be via use of the County's existing leachate pipeline that is routed to the Laguna Waste Water Treatment Plant (LWWTP). Use of the pipeline would incur expense, and has some relevant factors that are of concern.

The pipeline was constructed to provide efficient and environmentally safe transport of landfill leachate to a treatment plant. The pipeline was built from the landfill to a connection with a City of Rohnert Park sewer line; the Rohnert Park line then conveys the landfill leachate to the City of Santa Rosa's LWWTP. Currently the County has agreements in place with Rohnert Park for use of their line as a connector, and with Santa Rosa for treatment of their leachate, but these agreements will of necessity change if the County turns operation of the landfill facility over to its contractor, Republic Services.

The County's portion of the leachate line has been subject to litigation related to the performance of the pipeline components. The Rohnert Park component of the pipeline system is old enough that major upgrades and repairs are required for continued use. The County together with its intended landfill contractor, Republic Services, are currently negotiating with Rohnert Park regarding the cost of these upgrades and repairs.

During Agency negotiations with the County on the compost site license, some discussion was included for what the fee structure for Agency use of the leachate pipeline system for compost facility water treatment might be. Nothing was concluded in large part because so much of the cost picture for pipeline upgrades and maintenance were unknown. Also, Agency staff was unwilling to commit to paying a share of these upgrade or repair costs, until their extent was known and it was clear payment of such costs was appropriate. However, the County landfill MOA with Republic contains specific language stipulating that the Agency will "...pay Contractor each month a proportionate share of all of the Contractor's direct costs and expenses for the use and maintenance of the Leachate Pipeline, which costs shall include but are not limited to Contractor's costs of connecting to, using, maintaining, repairing, replacing, monitoring, and testing of said pipeline". More information is needed from the County regarding these provisions in order to properly assess their impact.

Another issue is the pipeline capacity and, related to that, potential restrictions on use. Although leachate pipeline capacity is available for compost storm water, SCS Engineers' calculations show that a maximum of 10% of a 25-year storm's accumulated water could flow via the pipeline in a 24 hour period. As to restrictions, appropriately so given that the pipeline was originally built for landfill leachate, when larger storms result in the LWWTP restricting its intake of pipeline liquids, leachate would have to be the priority discharge. This could result in periods when the pipeline would not be available for our use during storm events when the pipeline is most needed.

At Site 40 it is expected that the storm water detention pond would have to be sized to accommodate any collected storm water.

Ease of Public Access: Central is most advantageous because of its location. It is near US Highway 101, and is closer to most concentrations of population. As contrast, Site 40 is relatively more remote and more difficult to access.

Operational autonomy: By its very nature as an Agency-owned or leased property, Site 40 offers complete autonomy without the need to accommodate other administrative or operational requirements, as would be the case with continued operations at Central. The Central property has a primary function as a landfill with composting as a subordinate activity. Also, as has been seen via the divestiture and landfill MOA discussions, needs beyond the compost operation can dictate how the property is managed. Thus using the Central site has some inherent risks and lack of Agency control.

Fee Structure: As part of our RFQ process during 2012 to select a compost operating contractor, we asked for pricing estimates per ton to provide comparison to our current situation. The numbers were pretty consistent regardless of location. However, if the Central alternative was chosen, there would be a higher price compared to Site 40 because of the County's MOA. That agreement contemplates

spreading the Tip Fee Surcharge (used to fund the Agency's HHW, Education, and Planning cost centers, currently just assessed on inbound trash) to cover other inbound materials including compost. The new, broader Surcharge is estimated to be nearly \$5 per ton. The MOA also requires establishment of a new County "Convenience Fee" estimated at \$9 per ton to all inbound materials. Thus use of the Central site carries with it a built in \$14 per ton higher charge on inbound raw materials for compost. This is a very large impact on the rate paying public, as it represents an increase over current levels of approximately 40% (\$14 added to the current transfer station gate fee of \$34).

Land Use and Zoning: Continued operation of composting at Central would be consistent with current land use and zoning parameters. Development of Site 40 may require land use changes.

Permitting: A solid Waste Facility Permit would be required from CalRecycle/LEA, and depending on how stormwater discharges can be handled Waste Discharge Requirements (WDR) from the appropriate Regional Water Quality Control Board. It is certain a WDR would be needed for an operation at Central given the detention pond capacity limits, but Site 40 may not need a WDR, as that site has the ability to contain all storm water.

Risk Factors: There are several "risk factors" inherent in the Central site that require consideration. The biggest is the leachate pipeline and its issues of cost for use, capacity, and restrictions. Use of the pipeline would also include assumption of some undetermined liability in the event the pipeline had functional problems. A second risk factor is the limited space coupled with the new methodology to be employed that is not proven enough to guarantee the capacity throughput needed.

Neighborhood Impacts: The area surrounding Site 40 is zoned agricultural, while Central sits next to a residential subdivision, Happy Acres, of more than 80 homes. The Final EIR adequately addresses concerns raised at the Public Hearing about air borne impacts from activities at Site 40. However, the recent history of odor and noise complaints from residents of Happy Acres will continue to be an issue even with the better processing methods to be used.

The table below is provided to show the factors analyzed with staff's suggested evaluation as to which site has the advantage for each factor. The evaluations are NOT weighted in any way, nor is there any suggestion that the different factors carry equal weight.

Category	Site 40	Central
Land Cost		Advantage
Development Cost	even	even
Construction Cost		Advantage
Transportation Cost		Advantage
Capacity & growth	Advantage	
Utilities	even	even
Water Supply	Advantage	
Storm Water Management	Advantage	
Public Access		Advantage
Autonomy/independence	Advantage	
Fee Structure	Advantage	
Land Use & Zoning		Advantage
Permitting	Advantage	
Risk Factors	Advantage	
Neighborhood Impacts	Advantage	

III. FUNDING IMPACTS

Staff has compiled estimates for six scenarios regarding purchase or lease of Site 40 and the lease of a portion of the Central Disposal Site with Republic incurring the cost of excavation or the Agency incurring the cost of excavation. These scenarios are estimates performed by staff and could vary greatly from amounts produced by professional appraisers, construction estimators, and building material suppliers. Please also note that they rates projected below do not include profit for the operator, which would increase the per ton rate.

The Central Disposal Site, with Republic excavating the Rock Extraction Area, has the lowest up-front and operational costs with rates as low as \$15.88/ton, assuming 200,000 tons per year. The lowest up-front and operational costs for Site 40 would be a lease of the site with the “pony” wall, positive Aerated Static Pile system. That rate would be \$18.81/ton, assuming 200,000 tons per year. When the Agency surcharge and County convenience fee are added to the Central Disposal Site rate, the rate increases to \$29.77/ton.

The lowest cost scenario to the ratepayers would be the scenario in which the Agency leases Site 40 and installs a wall Aerated Static Pile system.

All scenarios include the use of \$5 million of Agency Organics Reserve, which was established for the purpose of relocating the compost facility.

	Purchase Site 40 Regular ASP	Lease Site 40 Regular ASP	Purchase Site 40 Wall ASP	Lease Site 40 Wall ASP	Central w/ Rep Exc.	Central Wall ASP
Total up-front costs:	\$19,910,392	\$13,510,392	\$18,211,627	\$11,811,627	\$9,782,003	\$15,192,987
Less use of Reserves:	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Net Up-front costs:	\$14,910,392	\$8,510,392	\$13,211,627	\$6,811,627	\$4,782,003	\$10,192,987
Up-front costs, yearly basis:	\$1,098,754	\$627,135	\$973,571	\$501,952	\$352,388	\$751,126
Yearly Operations	\$2,259,380	\$2,259,380	\$2,259,380	\$2,259,380	\$2,802,380	\$2,802,380
Lease/rent annually	\$0	\$250,000	\$0	\$250,000	\$0	\$0
Annual Operator Costs:	\$3,358,134	\$3,136,515	\$3,232,951	\$3,011,332	\$3,154,768	\$3,553,506
Transport, 200K tons	\$750,193	\$750,193	\$750,193	\$750,193	\$0	\$0
Total annual cost 200K tons	\$4,108,327	\$3,886,708	\$3,983,144	\$3,761,525	\$3,154,768	\$3,553,506
Cost per ton, 200K tons	\$20.54	\$19.43	\$19.92	\$18.81	\$15.77	\$17.77
Surch. & county fee, 200K tons	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$14.00
Total per ton fee, 200K tons:	\$20.54	\$19.43	\$19.92	\$18.81	\$29.77	\$31.77
Transport, 150K tons	\$637,554	\$637,554	\$637,554	\$637,554	\$0	\$0
Total annual cost 150K tons	\$3,995,688	\$3,774,069	\$3,870,505	\$3,648,886	\$3,154,768	\$3,553,506
Cost per ton, 150K tons	\$26.64	\$25.16	\$25.80	\$24.33	\$21.03	\$23.69
Surch. & county fee, 150K tons	\$0.00	\$0.00	\$0.00	\$0.00	\$14.00	\$14.00
Total per ton fee, 150K tons:	\$26.64	\$25.16	\$25.80	\$24.33	\$35.03	\$37.69

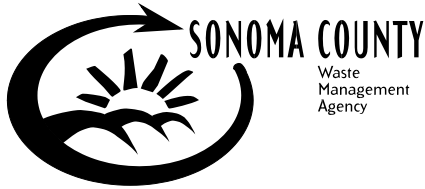
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff does not recommend the Board make any decisions regarding site selection or related to the EIR/CEQA process at this time, because the decision is of great import and involves so many complex factors. Rather, Staff recommends the Board consider the information presented for all the factors about either Site 40 or the Central Site carefully, then continue the discussion at the next meeting of the Board with the plan to make these decisions at that time. Staff is available to perform further research and valuation if requested.

V. ATTACHMENTS

CalRecycle CEQA Process Description

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



Agenda Item #: 10
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 9/18/2013

ITEM: Follow-Up Report on Compost Site Analysis

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (Agency) is conducting a comprehensive process to identify the most suitable site for a new compost facility. At the August 21, 2013 Board meeting an analysis of two sites, Site 40 and the Central Alternative, was presented for discussion. The Board asked staff to provide additional information for the September Board meeting regarding greenhouse gas emissions, costs at nearby competing facilities, food waste capacity, fire code restrictions, a project timeline for each site, storm water requirements for Site 40 (particular to the San Francisco Bay RWQCB), leasing or purchasing just the minimal portion of Site 40 rather than the entire property, and an appraisal of Site 40's value.

In the interests of brevity, the staff report from the August meeting is included as an attachment, and little of the information from that report is repeated here.

II. DISCUSSION

Greenhouse Gas Emissions: The Draft and Recirculated Draft Environmental Impact Reports for the compost site relocation project list the total Greenhouse Gas (GHG) emissions for Site 40 and the Central Site Alternative as 5,258 and 2,946 metric tons per year at full build-out, respectively. The net emissions (new site minus the emissions from the existing compost site) were listed as 3,135 and 818 metric tons per year. However, ESA, who prepared the EIR for this project, applied an emission reduction for the Central Site Alternative for the use of the "pony walls" and Gore cover system on the Central Site Alternative, but not for Site 40. If that reduction is applied to Site 40, the total net emissions would be 1,490 metric tons per year for Site 40 and 818 metric tons per year for the Central Site Alternative, a difference of 672 metric tons per year.

Though the Bay Area Air Quality Management District (BAAQMD) set GHG thresholds of significance for GHG emissions of 1,100 metric tons, these threshold limits were subsequently litigated and dropped. Absent of any new threshold, ESA chose to use the abandoned BAAQMD GHG threshold to determine whether the impact was significant. Under these thresholds, full build-out operations at Site 40 would be significant without mitigation because 1,490 metric tons/year was above 1,100 metric tons/year, while the Central Site Alternative would be less than significant without mitigation as its calculated effect of 818 metric tons/year was below the 1,100 threshold. However, the mitigation measures for Site 40 for this issue include developing an annual GHG emission inventory and offsetting emissions through operations on-site or other projects off-site. The offsets are expected to cost approximately \$10/metric ton, which for Site 40 would include an annual cost of approximately \$3,900, unless on-site operations could reduce the need for offsets (e.g. electrification of equipment, renewable energy generation, etc.). To put the offset in perspective, 390 metric tons of greenhouse gas emissions, according to the U.S. EPA, is approximately what 81.3 passenger vehicles would emit annually.

Costs at Nearby Competing Facilities: Another item requested by the Board was an analysis of tip fees for other compost facilities in the vicinity of Sonoma County. Staff contacted six other large compost facilities in neighboring counties. The distance from the Central Disposal Site to each site is listed in the table as well. A cost of transportation is not included in the analysis due to the wide range of different vehicles that could be used to haul the green material, each with variable fuel/labor

costs. Qualitatively we can state that the existing tip fee structure (\$34.10/ton) at the Central Disposal Site rates very favorably when factoring in that self-haulers would incur some additional cost to transport the material to the other facilities. If the tip fee were to increase to approximately \$48/ton due to the imposition of a surcharge plus the County's proposed "convenience fee", some other facilities may still not be competitive at the rates disclosed, but other facilities, including Cold Creek Compost through the Ukiah Transfer Station, Redwood Landfill, and Napa Garbage Service may be more cost effective than the Central Disposal Site even when including an additional expense to haul the material.

Compost Site	Greenwaste Rate (per ton)	Miles from Central Disposal Site
Cold Creek Compost (via Ukiah TS)*	\$ 26.67	69.7
Jepson Prairie Organics	\$ 32.75	72.9
Napa Garbage Service	\$ 38.00	35.5
Redwood Landfill	\$ 40.00	15.7
WCC Organics*	\$ 117.02	41.3
Potrero Hills Compost	\$ 53.00	55.5
Central Compost Site	\$ 34.10	-
Central Compost Site w/added fees	\$ 48.10	-
*Calculated by converting cubic yard charge to tons		

Food Waste Capacity: The representatives of W. L. Gore & Associates, Inc. ("Gore"), the firm that designs and supplies the components for the Aerated Static Pile (ASP) composting system, have indicated that 35% is the upper practical limit for the portion of feedstock materials that can be food waste. This figure has been borne out by the experiences shared with us by other compost site operators that process large amounts of food waste. At the maximum projected capacity of a new compost facility, 200,000 tons per year, the 35% rate would mean 70,000 tons of food waste could be accommodated. This amount is consistent with previous estimates that between 60,000 and 80,000 additional tons of organic materials (most of which would be food waste) could be diverted from the landfill waste stream and used for compost feedstock.

Fire Code Restrictions: Concerns were raised during "Public Comment" at the August meeting discussion that the ASP pile dimensions would be in violation of applicable fire codes. As a result, Agency and Sonoma Compost Company staff met with the Sonoma County Fire Marshal and a representative of the Rancho Adobe Fire Protection District to look at the fire code requirements and how they might apply to our planned ASP system.

The 2010 California Fire code, Title 24, Part 9, which has been adopted by the County of Sonoma, under section/paragraph 1908.3 states, "Piles shall not exceed 25 feet in height, 150 feet in width, and 250 feet in length." ASP piles as contemplated for our new facility would be 12 to 14 feet high, 26 feet wide, and 150 feet long. These dimensions are all well within the code limits.

A specific concern made during the "Public Comment" was that the closely spaced, side by side layout of the ASP piles would not provide for adequate fire lanes between piles. During our discussion with the Fire Marshal and the Rancho Adobe representative it was determined that as long as the overall dimensions for groups of ASP piles did not exceed the fire code maximum pile sizes listed above, the fire code requirements be met. Thus, grouping the ASP piles in batches of eight with fire lanes in between the batches will work. Staff has checked the concept layout as shown in the EIR documents, and this arrangement fits in the allocated space.

Project Timeline for Each Site: Project timelines, from land acquisition through construction and to achieve transition from the old site to the new were developed. The time required start to finish is estimated to be between 37 and 40 months. There were distinct differences between the two sites. However, the added time at Central anticipated to obtain permits and the increased time for removing rock was balanced by the ability for Republic Services (the County's anticipated contractor) to do a substantial amount of excavating and base grading concurrent with the design and permitting. In fact, Republic's on-site manager has promised that their plan, despite landfill MOA contract language giving them 30 months to do their earth removal, is to provide the basic level surface one year prior to our move date. On the other hand, extra time was put in the Site 40 estimate to allow for land acquisition.

Storm Water Regulatory Requirements for Site 40: Both sites under consideration would be subject to Regional Water Quality Control Board oversight. However, while Central would fall under the jurisdiction of the North Coast Regional Water Quality Control Board (NCRWQCB), Site 40 is in the region regulated by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB). Staff has communicated with the appropriate personnel at SFBRWQCB and examined their regulations and permit application documents. Although safeguards to water quality are not compromised, it appears that the regulatory process would be more straightforward for Site 40.

Site 40 Appraisal for Purchase or Lease Costs: Several local firms that performed real estate appraisals, particularly with experience evaluating agricultural land, were contacted. Vice Appraisal Company of Santa Rosa was retained to provide appraisal services to evaluate Site 40. Vice was tasked with providing their estimated costs for purchasing the whole property, or just the 50+ acres required for our facility, and similarly to provide price estimates for leasing either the whole property or just the needed section. The results of the appraisal was not available at the time of transmittal preparation, but is expected before the September Agency meeting.

Comparison of Factors: The table below is provided to show the factors analyzed with staff's suggested evaluation as to which site has the advantage for each factor. The evaluations are NOT weighted in any way, nor is there any suggestion that the different factors carry equal weight.

Category	Site 40	Central
Land Cost		Advantage
Development Cost	Even	Even
Construction Cost		Advantage
Transportation Cost		Advantage
Capacity & growth	Advantage	
Utilities	Even	Even
Water Supply	Advantage	
Storm Water Management	Advantage	
Public Access		Advantage
Autonomy/independence	Advantage	
Fee Structure	Advantage	
Land Use & Zoning		Advantage
Permitting	Advantage	
Risk Factors	Advantage	
Neighborhood Impacts	Advantage	
Greenhouse Gas Emissions	Even	Even
Project Timeline	Even	Even

Summary: The multiple factors that must be considered to choose which location, Site 40 or the Central Alternative, is best for our future composting needs, makes the decision on site selection complex. Unfortunately, neither site is clearly better, and both sites have issues that will need to be

addressed. Site 40 would cost more to obtain and construct, and would require logistical changes to the County's waste collection system. Central has a limited, smaller available footprint, which raises questions about limits regarding its total capacity. Central is physically located near a neighborhood with a history of odor, traffic, and noise concerns. Finally, Central is subject to several risk factors such as the use of the pipeline for storm water discharge and treatment and regulatory hurdles. It is these risks that cause staff the greatest concern.

In addition, in a truly long-term view, the Agency and the compost program would be best served by the stability and independence offered by having a site unencumbered by other operations which take priority over, and could potentially displace, the composting operation. It is the long term advantages coupled with the Central risk issues that suggest Site 40 would be the preferred site.

III. FUNDING IMPACTS

No new factors from the previous month's analysis.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

The Board's next steps would be to select a project site and certify the EIR. However, doing so requires formal votes supported by several legal documents, including:

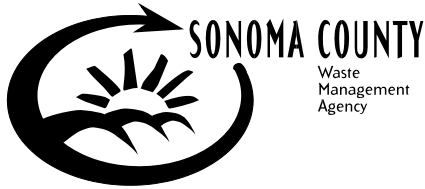
1. Resolution selecting a project site.
2. Resolution certifying the EIR, which would include:
 - A. Findings
 - B. Statements of Overriding Considerations

It is recommended that the Board select a site, and with that selection, direct Agency Counsel to prepare the required documents for formal adoption.

V. ATTACHMENTS

August 21, 2013 Staff Report

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



Agenda Item #: 11
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 10/16/2013

ITEM: Follow-Up Report on Compost Site Analysis

I. BACKGROUND

Summary: The Sonoma County Waste Management Agency (Agency) is conducting a comprehensive process to identify the most suitable site for a new compost facility. At the August 21, 2013 Board meeting an analysis of two sites, Site 40 and the Central Alternative, was presented for discussion. The Board asked staff to provide additional information for the September Board meeting regarding greenhouse gas emissions, costs at nearby competing facilities, food waste capacity, fire code restrictions, a project timeline for each site, storm water requirements for Site 40 (particular to the San Francisco Bay RWQCB), leasing or purchasing just the minimal portion of Site 40 rather than the entire property, and an appraisal of Site 40's value.

Information pertaining to the above-listed subjects was presented at the September meeting. During the following discussion, the Board recognized that there still were significant items of important information pertinent to a site selection decision that are not clear or complete. Staff was asked to address those items that they could: calculate greenhouse gas benefits from potential mitigating actions at Site 40 such as use of solar power and electric rather than diesel powered equipment, costs for use of the County/Rohnert Park/Laguna Plant pipeline and treatment system for compost storm and contact water, compare trucking firm costs to estimated costs for material hauling, land use and zoning questions, discussions with the Site 40 owners, examination of the full appraisal, update on landfill negotiations, and questions about the right to use the land at Central including fees.

In the interests of brevity, the staff reports from both the August and September meetings are included as attachments, as little of the information from those reports as practical are repeated here.

II. DISCUSSION

Several of the items discussed below are tied to activities and input from the County. A list of related questions was compiled, and given to County staff in order to seek their input. The specific questions and answers are included in an attachment to this report.

Greenhouse Gas Benefit Potentials: Conversion of compost equipment, that currently is diesel driven, to electric operation would reduce GHG emissions. Similarly, installation of solar panels to generate electricity would also offer GHG reduction advantages.

Two pieces of equipment, the grinder and the finished product screeners, are candidates for conversion to electric power at a new facility. Based on records of fuel use for each machine and using standard rates for carbon dioxide generation per gallon of diesel used, electric power would result in annual GHG reductions of 160 metric tons.

The roof spaces, plus possibly additional areas such as along planned screening berms, would be available for installation of solar panels. If just the available roof area of the planned processing and food sorting buildings were used, at least 75,000 square feet of space would be available. Using the specifications of a 270W panel (65" x 39"), approximately 4,850 panels could be installed in that space (including some buffer). This would create a system of approximately 1.3 MW generation. The correlating GHG reduction from a system of that size was calculated to be 423 metric tons per year.

Both the diesel to electric equipment conversion and electrical generation are technically feasible on both Site 40 and the Central Site Alternative.

Costs to Use the County Leachate Pipeline System: The County has completed a "Leachate Conveyance Study" that examines available alternatives (continued use of the Rohnert Park sewer trunk line is one of several options studied) for connecting their leachate pipeline to the Laguna treatment plant. The study includes some very basic cost estimates and looks at capacity constraints and the many factors that determine feasibility. Based on some additional conversation staff has had with the County, it is clear the study is just a first step in resolving the pipeline connection issue, and the costs are not comprehensive or accurate enough for us to use in our site analysis. Unfortunately this subject must be kept open until the County has moved closer to a satisfactory solution.

County staff could not answer our question about liability exposure for use of their leachate pipeline system. However, Agency staff has scheduled a meeting with County staff to discuss several issues related to the pipeline and the Central property, including liability concerns.

Trucking Firm Cost Comparison: A private trucking firm was willing to give us approximate costs for hauling compost feedstock materials from the various collection points to Site 40 in order for us to verify our own calculations. Their numbers were estimates only, and based on tonnage and mileage numbers from each location we furnished. Their aggregate costs compared to ours were within 7%, slightly higher. When their costs were factored into the cost per ton calculations for the different Site 40 scenarios, the net difference was between 1% and 1.5%, in a range of \$.28 per ton for the full 200,000 capacity, and \$.37 per ton for initial build-out of 150,000 tons.

Land Use and Zoning: Agency Counsel is preparing a separate memorandum on this subject.

Site 40 Negotiations with the Landowners and the Full Site 40 Appraisal Report: The complete "Appraisal Final Report" was received Friday October 4, 2013, and was immediately shared with the Site 40 realtor, Allan Tose. Although Mr. Tose has given us his quick and immediate impressions of the appraisal (his letter is attached) we have not been able to have any but the most basic discussions regarding he and his clients' ideas related to costs for purchase or lease of site 40. However, he and staff are clearly committed to work together to reach an understanding as quickly as possible now that the full appraisal is available, and to that end an initial negotiating meeting has been scheduled. It is clear though that the single divergent issue at hand in finding a viable and fair value for the property is the "highest and best use". The owners believe compost is the "highest and best use" while the appraisal was based on the value of pasture land. Mr. Tose claims the recent County ordinance passed in 2012 now allows composting on property with LEA zoning and Williamson Act contracts. However, as part of our EIR research we have an opinion by the County Permit and Resource Management Department that the new ordinance language and whether or not compost can be allowed on site 40 under LEA and Williamson Act provisions is not completely clear and subject to some additional considerations. Regardless, the fact that compost is our intended use, and as was mentioned at our last board discussion will require fairly permanent changes to the land has to enter into the compensation conversation.

The full Appraisal final Report is available for viewing and download at this link:
<http://www.recyclenow.org/agency/reports.asp>

Update on the Landfill Negotiations: The County has indicated their conversations with the Cities and their prospective contractor are still ongoing. They are projecting that the landfill Master Operations Agreement (MOA) should be settled and become effective January 2014. After that occurs, we would be set to negotiate with Republic Services for any future use of the leachate pipeline system.

Use of the Land on the Central site: There are two questions that were posed under this subject. The first was if the County was willing to allow use of the new site on Central rent free. Their answer was, "This is a policy call for the Board, so I really can't answer for the Board, except to say that those are the terms of the existing lease, and I would expect the Board would remain consistent. The Board has always seen the value and been supportive of the regional composting program."

The second question was whether there would be any charges for the excavation work the County expected to do on the prospective new compost site since that section was designated as a soil borrow area. The County has responded that no charge has been contemplated for Republic to do their grading. In short, the provisions of the landfill MOA say that Republic is to remove material and leave us with a rough area for our new compost footprint. It has been contemplated that the Agency would require additional work be done to get that site into an acceptable condition.

Summary: Two items of significance are still unresolved to enough clarity to provide sufficient information for our Board's assessment of the two sites. For the Central alternative, the process is still ongoing related to the leachate pipeline system and definitive costs for its use. With Site 40 much work remains regarding settling on pricing for a lease or purchase of the property.

Board Member St. John, representing Petaluma, has suggested that, because of the technical details involved with the leachate pipeline questions, a Technical Committee of the Board might streamline the process. The purpose of this committee would be to work with staff resolving the pipeline issues.

III. FUNDING IMPACTS

No significant new factors from the previous month's analysis.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends continued work to resolve the pipeline and land questions to a point where sufficient accurate information is available to allow a complete discussion and decision on selection of a new compost site.

V. ATTACHMENTS

August 21, 2013 Staff Report
September 18, 2013 Staff Report
October 4, 2013 County answers to compost site questions
Allan Tose October 9, 2013 letter regarding Site 40

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



Rancho Adobe Fire Protection District
Battalion Chief Steven Davidson
PO Box 1029
Penngrove CA 94951

Dear Chief Davidson,

Sonoma Compost Company is seeking to modify current Solid Waste Facility Permit conditions (SWFP) related to compost pile size and residency times. At the time of SWFP issuance, guidelines for appropriate stockpile sizes at Compostable Material Handling Facilities did not exist. In 2005-06, the Rancho Adobe Fire Chief, Local Enforcement Agency (LEA, County Environmental Health), and the operator of the Central Compost Site met and determined that the stockpile size limitations were feasible as a fire control (and odor) mitigation measure and would not be unduly burdensome on facility operations.

Current stockpile size limitations, as specified in the 2006 SWFP are:

- 45 x 90 x 15 (2,250 cy) for unprocessed and processed yard debris
- 45 x 90 x 20 (3,000 cy) for unprocessed and processed wood debris and finished compost.

In addition, the SWFP requires processing of all incoming material within 72 hours of receipt and placement of processed yard debris into windrows within 72 hours of processing. However, over the past 7 years it has become apparent that these stockpile size limitations are outdated, excessively onerous and attempting to comply with this SWFP Condition is counterproductive to the most effective management of the site. It should be noted that there is no other compost facility in the State that is as restrictive for stockpile sizes and residence times as the Central Compost Site and, indeed, the vast majority of facilities are not subject to any size or residence time restrictions whatsoever. Potrero Hills (Solano County) requires all material to be processed within a week of receipt but does not have a restriction on pile sizes. Zanker Road (City of San Jose) has a stockpile size limitation of 10,000 cy but no residence time restriction.

Sonoma County Fire Safe Standards apply to stockpiles at Compostable Materials Handling Facilities located in the unincorporated areas of the County. On October 19, 2010, the

Sonoma County Board of Supervisors adopted Sonoma County Fire Safety Ordinance Number 5905 which adopted the 2010 California Fire Code by reference. Section 1908 of the California Fire Code specifies that stockpile sizes shall not exceed 250' x 150' x 25' (34,722 cy). The 2010 California Fire Code specifications, Section 1908, for *Storage and Processing of Wood Chips, Hogged Material, Fines, Compost and Raw Product Associated with Yard Waste and Recycling Facilities* specify that stockpile sizes shall not exceed 250' x 150' x 25' (34,722 cubic yards). Residence times are not addressed.

On April 10 and 16, 2013 Sonoma Compost Company staff met with representatives of the Rancho Adobe Fire Protection District to discuss potential alternative stockpile size limitations that would meet the needs of both.

Sonoma Compost is submitting the following proposal for modification of pile dimensions and residence time limitations. Proposed changes are well within the 2010 CA Fire Code stockpile size restrictions of 34,722 cy. The percentage of this limitation is shown in parenthesis.

Incoming yard debris (unsorted): Proposed dimensions: 185' x 50' x 16' or equivalent to 5,581 cy (16%); and proposed 7 day residence time.

- Incoming yard debris (sorted): Proposed dimensions: 185' x 50' x 16' or equivalent to 5,581 cy (16%); and proposed 7 day residence time.
- Processed yard debris: 75' x 100' x 16' or equivalent to 4,444 cy (12.8%); and proposed 7 day residence time.
- Incoming wood debris (unprocessed): 100' x 100' x 25' or equivalent to 9,259 cy (26.7%); and proposed 14 day residence time.
- Wood debris (processed): 100' x 100' x 25' or equivalent to 9,259 cy (26.7%).
- Finished mulch: 75' x 100' x 25' or equivalent to 6,944 cy (20%).
- Finished compost: 150' x 100' x 25' or equivalent to 13,889 cy (40%).
- Overs: 50' x 100' x 16' or equivalent to 2,963 cy (8.5%); and proposed 28 day residence time before pile needs to be removed or turned.
- Pile separation shall remain 15 feet between piles.

There is no current SWFP requirement to monitor stockpile temperatures. Sonoma Compost proposes the following protocol for monitoring stockpile temperatures:

Temperatures will be taken in stockpiles after the grinding process on a weekly basis as per 1908.6. Four measurements will be taken per pile on all of the 4 sides of each of the piles. Temperatures will be taken at a depth of 2-3 feet. Records will be maintained in the retail office for inspection.

The risk of accidental fire is reduced through monitoring the temperature of the windrows and stockpiles, configuring windrows and stockpiles to allow air circulation and fire truck access, having access to three water tanks with a 250,000 gallon storage capacity to service the facility, the existence of an eight inch diameter water main along the perimeter of the

facility, having access to 8 wharf hydrants and 5 hydrants along the water system, and the availability of two on-site 4,000 gallon water trucks.

In developing the aforementioned proposed pile sizes, it has been taken in consideration that the “overs” piles (the residual byproduct from screening compost and mulch) have been the most fire prone. The other materials, given proper flow through, the proposed residence time limitations, and adopting the temperature monitoring standard of CA Fire Code Section 1908.6 and 14CCR17868.3 (Compost Pathogen Reduction Standard), do not pose a fire risk. Please refer to the attached documents and note the relative locations and approximate distances of the various stockpiles to wharf hydrants and hydrants:

“Overs” Stockpiles:

There are two main compost “overs” stockpile areas. As noted on the Site Inventory Map, stockpiles 27, 28 and 29 are located approximately 300 feet from the un-numbered wharf hydrant (WH) and 200 feet from hydrant H4; stockpiles 33 and 34 are located approximately 150 feet from WH1. The mulch “overs” stockpile 21 is located approximately 100 feet from WH7.

Wood Debris Stockpiles:

The wood debris (incoming and processed) stockpile area is located within approximately 100 feet of WH2, H2 and H3.

Yard Debris Stockpiles:

The yard debris (incoming and processed) stockpile area is located within approximately 100 feet of WH 2, WH3, and H5.

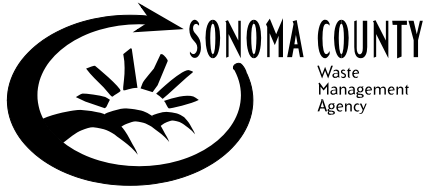
As previously noted, the “overs” stockpiles have been most problematic from a fire control perspective. The current SWFP does not contain a size limitation for this material. We are proposing a size restriction that is 8.5% of the Ca Fire Code Standard. Although we are also proposing increased stockpile sizes for yard debris and wood debris, 148% and 209% respectively, above the current SWFP limitations, the proposed stockpile limitations would still be 16% for yard debris and 26.7% for wood debris of the 2010 CA Fire Code Section 1908.3 standard.

Thank you for your consideration of this proposal. Please contact me with any questions at (707) 664-9113.

Sincerely,

Alan Siegle
Co-Owner

cc: Roberta MacIntyre, County Fire Marshall



Agenda Item #: 6
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 11/20/2013

ITEM: Compost “Zero-Discharge” Project Status

I. BACKGROUND

The North Coast Regional Water Quality Control Board (NCRWQCB), which regulates the discharge of storm waters, requested early this year that our compost facility achieve “Zero-Discharge” status for the contact water that results from rain onto the site. This was done via a new Waste Discharge Requirement (WDR) issued to the County as the landfill property owner. The specific request was that we submit a detailed plan for getting the compost facility to “Zero-Discharge” by May 15, 2013, a request that we were able to comply with. Much of the detailed information regarding the request and submittal was discussed in our staff report to the Board for our May Board meeting; the report is included as an attachment for reference. SCS Engineers prepared that initial plan, and has been part of subsequent correspondence and dialogue with the NCRWQCB.

II. DISCUSSION

The NCRWQCB replied to our plan submittal with comments and questions on July 1, 2013. Our response was sent to them on August 6, 2013. We received a further reply with additional questions and items requiring clarification on September 3, 2013, which we also addressed, this time on October 7, 2013. County staff and their contract operator were afforded the opportunity to comment on the initial plan, and the subsequent clarifying submittal.

In preparing our original plan, we realized that the central problem was to achieve storm water storage capacity for the succession of fairly intense storms that are typical of our rainy season. The detention ponds currently in place were adequate for removing sediment but were significantly inadequate for “zero-discharge”. As part of our analysis, together with input from County and contractor staff, four potential locations for constructing additional storm water storage capacity were identified. However, we have been informed that after further study none of those spots are practical or available.

In our original submittal, we suggested treatment on-site and discharge would provide the easiest, most effective, and most immediate solution to handling the site contact water. However, in their first reply the NCRWQCB indicated discharge of even treated water into coastal waterways was contrary to their long-standing policy, and was prohibited.

We also examined the feasibility of sending the site contact water into the landfill leachate pipeline so that the water could be transmitted to Santa Rosa’s Laguna Waste Water Treatment Plant (LWWTP). However, in addition to being built and sized to handle landfill leachate rather than storm water, the pipeline is of limited capacity. Without sufficient storage volume present, the leachate line available capacity cannot handle our contact water fast enough; the instantaneous demand is significantly in excess of capacity. We have also learned there are problems with the leachate line access to the LWWTP via a Rohnert Park sewer trunk line that is a key link in the system. The Rohnert Park segment is in need of repair. The County is in the process of discussing the repairs and continued use of their trunk line with Rohnert Park, and is also exploring other alternatives for transmitting liquids from the end of the County pipeline to the LWWTP.

As part of their first reply to our plan submittal, the NCRWQCB requested us to employ some measure to reduce the contact water impacts for the approaching rainy season. We proposed using simple but effective methods to reduce the suspended solids picked up from our compost activities. These were installation of two more sediment traps at the low end of the compost deck, and providing straw bale barriers at the low end of each compost material windrow to “filter” passing contact water. In the absence of any comment from the NCRWQCB reviewing staff, we have asked our compost contractor to employ these measures anyway. They are currently setting up the traps and bales.

As part of their second set of questions on our plan and submittal, the NCRWQCB asked that we consider finding a way to capture the “first flush” of contact water from each storm, under the assumption that this initial run of water was likely to contain the highest amount of contaminants. We have devised a plan and obtained pricing for various components of such an effort. Our idea is to locate sufficient temporary, moveable tanks at the discharge end of the compost site to collect the initial 200,000 gallons of contact water generated by each storm event, then haul this water via truck to the LWWTP. As part of this effort we have applied with the LWWTP for a “Discharge Permit” as they would be the recipient of the liquid we would have transported via truck. Although we have reviewed an initial draft of this permit, it has not been issued to us in final form.

The Agency estimate for rental of tanks, hauling expense, and discharge and treatment cost for a single rainy season is nearly \$200,000. The contract with SCC makes them responsible for the initial \$50,000 expense from new environmental requirements, such as this. Thus the Agency exposure would be approximately \$150,000 per year. The Agency would expect to cover this expense from the Organics Reserve Account.

The cost estimate is purposely on the high end. The estimate figures that the tanks and related equipment will be needed for five months, and that the system will need to accommodate six storms of substantial size. It is very possible that actual expenses could be lower than our estimate, in varying degrees since the cost is based on water volume which is tied to rainfall.

Agency staff recently approached the NCRWQCB for an update on our pending plan and additional submittals, and were able to confer on probable steps ahead. NCRWQCB staff indicated concurrence with the following four actions: developing additional contact water storage capacity, employing Best Management Practices (BMP) related to reducing suspended solids, installing and operating an aeration system in the current pond, and pursuing diverting “first flush” contact water for treatment rather than discharge. Agency staff discussed the problems that have been encountered finding space to establish additional storage capacity, indicated the referenced BMPs were in place, that a submittal on aeration was nearly ready, and that the “first flush” proposal was due for Board consideration in January.

III. FUNDING IMPACTS

There are funds sufficient to cover the costs of the proposed action for “first flush” in the Yard Debris fund balance and the Organics Reserve. More precise cost figures would be known after following discussion/settlement with Sonoma Compost Company.

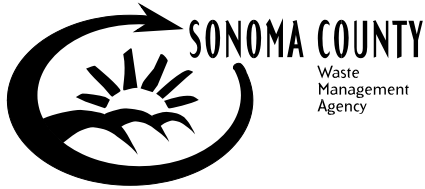
IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Direct Agency staff to continue compiling the information and documents needed for the Board to approve actions and expenditure of funds to comply with the “Zero-Discharge” requirement. The goal is to have a firm proposal for the Board at the January meeting.

V. ATTACHMENTS

May 15, 2013 Zero-Discharge staff report
July 1, 2013 NCRWQCB comments on the original plan
August 6, 2013 reply to the NCRWQCB
September 3, 2013 NCRWQCB questions
October 7, 2013 reply to questions
Baker tank quote
Trucking quote
LWWTP Discharge Permit application
"First Flush" Cost analysis

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



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

ITEM: Update on the “Zero-Discharge” Project

I. BACKGROUND

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

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

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

II. DISCUSSION

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

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

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

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

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

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

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

The next step would be to conduct the procurement process via an RFQ for the further evaluation and design.

III. FUNDING IMPACTS

Unknown

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

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

V. ATTACHMENTS

Proposed Discharge Compliance Plan by SCS Engineers

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

North Coast Regional Water Quality Control Board

July 1, 2013

Henry J. Mikus, Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Ste. B 100
Santa Rosa, CA 95403

Dear Mr. Mikus:

Subject: Comments on May 14 Proposed Discharge Compliance Plan for the Central
Compost Site, Sonoma County

File: Central Disposal Site, Sonoma County

On May 20, 2013, we received the subject plan (Plan), prepared on your behalf by SCS Engineers, to fulfill Deliverable m., as shown in the table under Section C. (Provisions), Additional Conditions, 23. Deliverable Reports, Plans, and Technical Information, of Waste Discharge Requirements Order No. R1-2013-0003 (WDRs) for the Central Disposal Site. Upon review, we have the following questions and comments.

General Comments

The WDRs specify that "The discharge of wastes from activities occurring upon or within the landfill footprint, including composting activities, to stormwater sedimentation basins, surface, and/or ground water is prohibited." Further, the WDRs required submittal of a plan and schedule to cease all discharges of compost wastewater to receiving waters.

1. Basin Plan Prohibition

The May 2013 Plan presents four alternatives for further evaluation and analysis, proposing completion of construction of the selected alternative in summer/fall 2014. Three of those alternatives include proposed discharge of compost wastewater to the County's leachate force main pipeline, while the fourth alternative would involve wastewater treatment and discharge to surface waters. Please be aware that the Water Quality Control Plan for the North Coast Region (Basin Plan) generally prohibits new point

source discharges of waste to coastal streams and natural drainageways that flow directly to the ocean, and that existing discharges to these waters be eliminated at the earliest practicable date. While specific types of discharges, such as stormwater, may be permitted under general NPDES permits, there is no general NPDES permit that would allow a discharge of treated compost wastewater to Stemple Creek or tributaries thereto; therefore, **Alternative 4 is not a viable option for consideration.**

2. Discharge to Leachate Force Main Pipeline

a. Approvals/Agreements

As noted above, the Plan includes three alternatives involving wastewater discharge into Sonoma County's leachate force main pipeline. The Plan notes that use of the force main pipeline will require approval and/or agreement among other stakeholders including the County, the City of Santa Rosa, Republic Services, Inc., and the City of Rohnert Park (page 6, paragraph 2), however, the Plan does not indicate where or when this component of the project will occur. It seems like this process could be occurring now, and certainly on a parallel track to any engineering studies you are planning to conduct, since it is quite likely that the alternative you ultimately select for either short or long term disposal of the compost wastewater will involve use of the leachate force main pipeline. Have you started this process? If not, why not, and when do you propose to start it? How long do you think it will take? What specific elements are involved in this process?

b. Temporary piping system

Alternatives 1, 2, and 3 all mention conveying the compost wastewater to the leachate pipeline using a temporary piping system. While the location and layout of such a system would depend in part on the point of origin, which remains to be determined based on your evaluation of the alternatives, it appears that a temporary piping system could be constructed in the shorter term to convey some portion of the compost wastewater to the leachate force main pipeline in the interim period (specifically before the 2013-2014 rainy season) prior to selection and construction of the preferred alternative that is sized to accommodate the larger anticipated volumes based on Compost Area Drainage Analysis. We hereby request that you take the steps necessary to secure appropriate approvals and agreements and implement a short term system to at least reduce the volume of compost leachate discharged to Stemple Creek over the 2013-14 rainy season.

c. Leachate pipeline design and specifications

The third bullet on Page 8 describes a number of steps associated with use of the leachate force main pipeline. We expect some of this information is already available and that a number of these steps should be fairly simple and quick to perform. The schedule does not indicate where and when this component will occur, but similar to our comment regarding approvals and agreements above, it seems as though much of this information could be

compiled or developed right now; we recommend that you do so, and, as noted in b. above, we request that you secure/develop the information necessary for both an interim discharge of a portion of the compost wastewater or that you secure/develop the information and design specifications necessary for both an interim discharge of a portion of the compost wastewater over the 2013-14 rainy season as well as for the proposed zero discharge system to be implemented in time for the 2014-15 rainy season.

Specific Comments

Page 3, Section 4.2, para. 1 – mentions that the hydrologic analysis for the drainage design included anticipated runoff volumes from the upgradient office, storage, and maintenance areas.

Comment: This water is ostensibly “clean” stormwater runoff, suitable for surface water discharge in compliance with applicable general stormwater NPDES permits. Is there a short or long term measure that could be implemented to convey this water away from the compost deck in order to prevent it from coming into contact with compost material/wastewater and to reduce the total volume of wastewater that must be addressed (collected, conveyed, discharged) under this project?

Page 4, Section 4.4, para. 1 – mentions that Sonoma Compost Site storm water runoff characteristics are expected to be typical of those associated with general composting operations.

Comment: We understand that the site currently receives food wastes including meat, poultry plant waste feathers, and, at least until recently, poultry hatchery wastes including egg parts and dead chicks. While the goal of zero discharge applies regardless of the nature of the feedstock in this compost, we would note that the inclusion of animal tissue in the feedstock at this operation likely results in leachate constituents and/or constituent concentrations that are atypical of those associated with green waste composting operations.

Page 4, Section 4.4, para. 2 – indicates that wastewater from the Sonoma Compost Site appears to be suitable for “....on-site pre-treatment prior to direct discharge..”

Comment: As noted above, point source discharges of waste to coastal tributaries are prohibited, pursuant to the Basin Plan; direct discharge is not an option for wastewater from the Sonoma Compost Site.

Page 5, fifth bullet and last sentence of para. 2 – both reference treatment and direct discharge of treated wastewater to surface waters.

Comment: As noted above, direct discharge of waste is not an option for wastewater from the Sonoma Compost Site.

Page 5, Section 5.1 – indicates that the existing ponds SP-4 and SP-8 would be combined and lined with geosynthetic material or low-permeability soil.

Comment: What lining criteria do you propose?

Page 6, para. 1 – mentions construction of a storage basin within the Sonoma Compost Site area.

Comment: Would this pond be located on the Landfill 1 footprint? If so, please ensure that your analysis demonstrates that the pond will be designed and maintained so as to prevent any infiltration of impounded liquids into the underlying wastes, and demonstrate that the pond liner integrity can be maintained as the bottom experiences differential settlement associated with the underlying wastes.

Page 6, Section 5.2 (Alternative 2) – describes a scenario similar to but differing from Alternative 1 as additional wastewater storage capacity will be created outside of the Sonoma Compost Site area. The Plan does not indicate where such an impoundment might be created.

Comment: Should you select this alternative, please demonstrate that construction, use, and abandonment of the additional storage feature will not interfere with the landfill construction, operational, monitoring, and corrective action activities.

Page 7, Section 5.3 (Alternative 3) – describes another similar scenario, in this case lining the existing ponds SP-4 and SP-8 and constructing an additional storage impoundment that would be significantly larger than the impoundments considered in Alternatives 1 and 2.

Comment: See our comments on Alternatives 1 and 2, above, related to specifications or performance criteria for the SP-4 and 8 liner, waste settlement considerations should the impoundment be sited on Landfill 1, and potential for interference with activities associated with the Central Disposal Site.

Page 7, Section 5.4 (Alternative 4) – involves surface water discharge of treated wastewater.

Comment: As noted above, this is not a viable alternative for disposal of wastewater from the Sonoma Compost Site, and should be eliminated from consideration.

Conclusion

We concur with your proposed Plan, omitting Alternative 4 and/or any alternative involving discharge of compost wastewater, treated or otherwise, to receiving waters or tributaries thereto, and we look forward to receiving your selected alternative report and

design submittal. We also strongly urge you to take the steps necessary to secure approvals and either install a temporary conveyance system to allow for discharge of a portion of the compost wastewater into the leachate force main pipeline, or otherwise reduce the volume of wastewater collected and discharged to surface waters, in the interim period prior to selecting and implementing the preferred alternative project. Finally, we request that you advise us as to your responses to these comments by July 30, 2013; we would be happy to meet with you to discuss our comments and/or your responses.

Thank you for your efforts in this matter. If you have any questions or comments, please contact me at (707)576-2350 or, by email, at Diana.Henrioulle@waterboards.ca.gov.

Sincerely,

A large black rectangular redaction box covering the signature of the sender.

Land Disposal, Grants, and Enforcement Unit

130701_DSH_ef_Central_Compost_Zero_Discharge_Proposal_May_2013

SCS ENGINEERS

August 6, 2013
File No. 01213120.00

Ms. Diana Henriouille Gonzales
California Regional Water Quality Control Board,
North Coast Region
5550 Skylane Blvd., Suite A
Santa Rosa, California 95403

Subject: RWQCB Review Comments July 1, 2013 and SCWMA Responses
Discharge Compliance Plan for the Central Compost Site
Sonoma Central Disposal Site

Dear Ms. Henriouille Gonzales:

SCS Engineers (SCS), on behalf of the Sonoma County Waste Management Agency (SCWMA), is providing responses to review comments in the North Coast Regional Water Quality Control Board (RWQCB) letter dated July 1, 2013. The Discharge Compliance Plan was submitted by SCWMA on May 15, 2013, as required by Additional Condition 23 in the Waste Discharge Requirements (WDR) Order No. R1-2013-003. We offer for your consideration responses to both your general, key comments and specific line-item comments.

RESPONSE TO KEY RWQCB COMMENTS

The following key items are noted in your July 1, 2013 letter:

- Prohibition on new point source discharges to coastal streams and drainageways that flow directly to the ocean, as it applies to potential on-site treatment prior to discharge;
- Preference for shorter-term measures such as discharge to the County's leachate force main pipeline that could take place in advance of the 2013-14 rainy season and prior to construction of the preferred alternative.

We acknowledge and accept that North Coast Region prohibits new point source discharges and wants to eliminate existing ones. Our thinking was that on a short-term basis (3-year planning horizon), treatment of the runoff waters may be a reasonable alternative if other options presented in the report are not feasible from a technical, permitting or cost perspective. It would certainly be preferable to existing conditions. We have subsequently discussed whether full containment during the dry season and treatment during the wet season is an alternative that should be considered. We would like to discuss this further with RWQCB staff and management, but for now will assume that on-site treatment and subsequent discharge will not be permitted.



Regarding the leachate force main pipeline, please be advised that it is neither practical nor feasible to implement this measure in advance of the 2013-14 storm season. The leachate force main pipeline was designed for anticipated *leachate* flows of up to 400 gallons per minute (GPM). Current leachate pump volumes average 55,000 gallons per day (approximately 40 GPM). Peak leachate flows are estimated to be 100 GPM during winter months. Sufficient capacity exists for existing and future average and peak leachate demands, and possibly for discharge from the compost operations as described in the proposed Central Compost Discharge Compliance Plan dated May 14, 2013.

Please note that the County and Republic Services of Sonoma Inc., the contract landfill operator, must have assurances that pipeline capacity will not be compromised for its primary function – leachate disposal. Due to the volume of contact water anticipated during a governing storm event (up to 3,000,000 gallons over a 24-hour period, equivalent to an average of 2,100 GPM) pipeline discharge of compost contact water cannot be considered without construction of expanded liquid storage capacity (detention basins). Discharge from detention basins would be at measured flow rates compatible with pipeline pumping capacity. We trust you understand this fundamental constraint to direct pipeline discharge this coming season. Detailed technical evaluation, design, permitting and construction of expanded storage capacity and associated mechanical/electrical piping infrastructure cannot be undertaken in the remaining 10-week period in advance of the coming storm season.

As an alternative, the SCWMA proposes to implement other storm water best management practices (BMP) controls in advance of this rain season, as described herein.

RESPONSE TO SPECIFIC RWQCB COMMENTS

RWQCB comments provided in the July 1, 2013 letter follow and are written in *italics* for reference. SCWMA responses follow each comment.

General Comments

The WDRs specify that “The discharge of wastes from activities occurring upon or within the landfill footprint, including composting activities, to stormwater sedimentation basins, surface, and/or ground water is prohibited.” Further, the WDRs required submittal of a plan and schedule to cease all discharges of compost wastewater to receiving waters.

1. Basin Plan Prohibition

The May 2013 Plan presents four alternatives for further evaluation and analysis, proposing completion of construction of the selected alternative in summer/fall 2014. Three of those alternatives include proposed discharge of compost wastewater to the County’s leachate force main pipeline, while the fourth alternative would involve wastewater treatment and discharge to surface waters. Please be aware that the Water Quality Control Plan for the North Coast Region (Basin Plan) generally prohibits new point source discharges of waste to coastal streams and

natural drainageways that flow directly to the ocean, and that existing discharges to these waters be eliminated at the earliest practicable date. While specific types of discharges, such as stormwater, may be permitted under general NPDES permits, there is no general NPDES permit that would allow a discharge of treated compost wastewater to Stemple Creek or tributaries thereto; therefore, Alternative 4 is not a viable option for consideration.

Response: See response to key RWQCB comment above regarding on-site treatment and discharge.

2. Discharge to Leachate Force Main Pipeline

a. Approvals/Agreements

As noted above, the (Discharge Compliance) Plan includes three alternatives involving wastewater discharge into Sonoma County's leachate force main pipeline. The Plan notes that use of the force main pipeline will require approval and/or agreement among other stakeholders including the County, the City of Santa Rosa, Republic Services, Inc., and the City of Rhonert Park (Page 6, Para. 2); however, the Plan does not indicate where or when this component of the project will occur. It seems like this process could be occurring now, and certainly on a parallel track to any engineering studies you are planning to conduct, since it is quite likely that the alternative you ultimately select for either short or long term disposal of the compost wastewater will involve use of the leachate force main pipeline. Have you started this process? If not, why not, and when do you propose to start it? How long do you think it will take? What specific elements are involved in this process?

Response: Preliminary information regarding this route of discharge indicates that the existing leachate line may be limited in volume, time of discharge, and duration of use. The maximum capacity of the leachate line is approximately 400 GPM. During winter months, a portion of the capacity would be reserved for leachate and condensate generated by Landfill 1 and 2 (100 GPM). The remaining 300 GPM represents about 1 percent of the peak flow that would discharge from the compost site from a design/governing rainfall event. The leachate line alone is not a comprehensive solution to zero discharge. Interim liquids storage is required, with additional capacity and improvements to existing detention ponds. Over an extended period of time and combined with onsite storage and a measured, reduced discharge flowrate, the leachate line could be used to discharge contact water.

SCWMA fully recognizes the RWQCB's desire to achieve some measure of impact reduction from compost waste water for the next rainy season. We have carefully analyzed the RWQCB suggestion to utilize a temporary pipeline to the landfill leachate pipeline system with the following conclusions: this pipeline, sized to mesh with the leachate pipeline's capacity, would be able to convey about 1 percent of the storm's generated water. As stated above, the pipeline alone (i.e., without associated liquid storage capacity) would not be an effective solution.

Discussions between SCWMA and stakeholders are currently taking place regarding the viability and risks associated with the leachate line for discharging compost runoff.

b. Temporary piping system

Alternatives 1, 2, and 3 all mention conveying the compost wastewater to the leachate pipeline using a temporary piping system. While the location and layout of such a system would depend in part on the point of origin, which remains to be determined based on your evaluation of the alternatives, it appears that a temporary piping system could be constructed in the shorter term to convey some portion of the compost wastewater to the leachate force main pipeline in the interim period (specifically before the 2013-2014 rainy season) prior to selection and construction of the preferred alternative that is sized to accommodate the larger anticipated volumes based on Compost Area Drainage Analysis. We hereby request that you take the steps necessary to secure appropriate approvals and agreements and implement a short term system to at least reduce the volume of compost leachate discharged to Stemple Creek over the 2013-14 rainy season.

Response: See above limitations on capacities associated with the existing leachate line. The same limitations would apply to a temporary pipeline.

c. Leachate pipeline design and specifications

The third bullet on Page 8 describes a number of steps associated with use of the leachate force main pipeline. We expect some of this information is already available and that a number of these steps should be fairly simple and quick to perform. The schedule does not indicate where and when this component will occur, but similar to our comment regarding approvals and agreements above, it seems as though much of this information could be compiled or developed right now; we recommend that you do so, and, as noted in b. above, we request that you secure/develop the information necessary for both an interim discharge of a portion of the compost wastewater or that you secure/develop the information and design specifications necessary for both an interim discharge of a portion of the compost wastewater over the 2013-14 rainy season as well as for the proposed zero discharge system to be implemented in time for the 2014-15 rainy season.

Response: The key component of a zero discharge runoff management system is to create onsite water storage capacity (with 2-feet of freeboard) to temporarily contain the runoff from the design storm event. Water held in temporary storage could be pumped through a temporary pipeline to the existing sewer using its limited capacity over a period of two to three weeks to discharge it. It may also be possible to hold the water for application onsite, as currently allowed under the Solid Waste Facility Permit (SWFP). Over an extended period of time, the water would be consumed for dust control, compost processing, and by evaporation. As stated above it is impractical to design, permit and construct temporary onsite storage prior to 2013-2014 wet season, when all of the alternative solutions for zero discharge have not been fully considered.

Specific Comments

Page 3, Section 4.2, Para.1 – mentions that the hydrologic analysis for the drainage design included anticipated runoff volumes from the upgradient office, storage, and maintenance areas. *Comment: This water is ostensibly “clean” stormwater runoff, suitable for surface water discharge in compliance with the applicable general stormwater NPDES permits. Is there a short or long term measure that could be implemented to convey this water away from the compost deck in order to prevent it from coming into contact with compost material/wastewater and to reduce the total volume of wastewater that must be addressed (collected, conveyed, discharged) under this project?*

Response: The upgradient areas referenced above comprise less than 2 acres. Clean water runoff (not in contact with compost) is very limited and would not comprise more than 5 percent of the runoff for a design storm event. Nonetheless, re-routing this “clean” water would require discharge to separate drainage conveyance and detention basins (generally along the REA and western slopes of LF-1). We have not evaluated whether these existing drainage features are appropriately sized to accommodate additional flows, even if nominal. The methods of separation would need to be evaluated to determine feasibility and practicality. The SCWMA does propose interim measures to reduce sediment and contaminant loading from both upgradient and compost stockpile areas. These measures are described below.

Page 4, Section 4.4, Para.1 – mentions that Sonoma Compost Site storm water runoff characteristics are expected to be typical of those associated with general composting operations.

Comment: We understand that the site currently receives food wastes including meat, poultry plant waste feathers, and, at least until recently, poultry hatchery wastes including egg parts and dead chicks. While the goal of zero discharge applies regardless of the nature of the feedstock in this compost, we would note that the inclusion of animal tissue in the feedstock at this operation likely results in leachate constituents and/or constituent concentrations that are atypical of those associated with green waste composting operations.

Response: The addition of agricultural wastes to compost streams is becoming more common, and is acceptable per the state solid waste regulations. At Sonoma Compost, agricultural wastes (feathers and hatchery waste) and vegetative food waste had been routinely accepted. However, beginning April 2013 receipt of hatchery waste (although permitted by the applicable solid waste regulations) was suspended pending evaluation of odor impacts. Meat and dairy products are prohibited. Therefore, the compost stream at Sonoma Central is not unusual and is typical of other compost operations. Further, the combination of agricultural and vegetative food waste materials is limited by the current permit to less than 10% of the incoming green materials. The combination of agricultural and vegetative food materials are significantly below the 10% permit limit. The combination of other compost facilities increasingly accepting similar feedstock and the limited amount of agricultural and food-related feedstock would suggest the constituents from this compost facility are not atypical.

Page 4, Section 4.4, Para.2 – indicates that wastewater from the Sonoma Compost Site appears to be suitable for “...on-site pre-treatment prior to direct discharge....”

Comment: As noted above, point source discharges of waste to coastal tributaries are prohibited, pursuant to the Basin Plan; direct discharge is not an option for wastewater from the Sonoma Compost Site.

Response: See above response to the key RWQCB comments regarding on-site treatment and discharge.

Page 5, fifth bullet and last sentence of Para.2 – both reference treatment and direct discharge of treated wastewater to surface waters.

Comment: As noted above, direct discharge of waste is not an option for wastewater from the Sonoma Compost Site.

Response: See above responses regarding on-site treatment and surface water discharge.

Page 5, Section 5.1 – indicates that the existing ponds SP-4 and SP-8 would be combined and lined with geosynthetic material or low-permeability soil.

Comment: What lining criteria do you propose?

Response: The liner criteria will be determined during alternatives analysis. The liners would be at minimum equivalent to the existing soil liners in Sedimentation Ponds SP-4 and SP-8.

Page 6, Para. 1 – mentions construction of a storage basin within the Sonoma Compost Site area.

Comment: Would this pond be located on the Landfill 1 footprint? If so, please ensure that your analysis demonstrates that the pond will be designed and maintained so as to prevent any infiltration of impounded liquids into the underlying wastes, and demonstrate that the pond liner integrity can be maintained as the bottom experiences differential settlement associated with the underlying wastes.

Response: The temporary storage basin liner system design would be determined during the alternatives analysis; however, the liner system will be equivalent to a California Code of Regulations Title 27, Subtitle D liner whether it is located within or outside the footprint of Landfill No. 1. Results of infiltration analysis will be provided.

Page 6, Section 5.2 (Alternative 2) – describes a scenario to, but differing from, Alternative 1 as additional wastewater storage capacity will be created outside of the Sonoma Compost Site area. The Plan does not indicate where such an impoundment might be created.

Comment: Should you select this alternative, please demonstrate that construction, use, and abandonment of the additional storage feature will not interfere with the landfill construction, operational, monitoring, and corrective action activities.

Response: The location for a temporary impoundment will be determined during the alternatives analysis. The details of construction, operation, monitoring, and corrective actions will be provided when the location has been determined.

Page 7, Section 5.3 (Alternative 3) – describes another similar scenario, in this case lining the existing ponds SP-4 and SP-8 and constructing an additional storage impoundment that would be significantly larger than the impoundments considered in Alternatives 1 and 2.

Comment: See our comments on Alternatives 1 and 2, above, related to specifications or performance criteria for the SP-4 and 8 liner, waste settlement considerations should the impoundment be sited on Landfill 1, and potential for interference with activities associated with the Central Disposal Site.

Response: The location for a temporary impoundment will be determined during the alternatives analysis. The details of construction, operation, monitoring, and corrective actions will be provided when the location has been determined.

Page 7, Section 5.4 (Alternative 4) – involves surface water discharge of treated wastewater.

Comment: As noted above, this is not a viable alternative for disposal of wastewater from the Sonoma Compost Site, and should be eliminated from consideration.

Response: See above response to the key RWQCB comments regarding on-site treatment and discharge.

PROPOSED INTERIM CONTROL MEASURES 2013-14 WET SEASON

The SCWMA proposes interim BMPs to reduce run-on, and reduce sediment and contaminant loading from contact water with the compost materials. The objective is to improve overall water quality of run-off into existing sedimentation ponds SP-4 and SP-8, and subsequently into natural drainage courses. These measures can be implemented in advance of the 2013-14 storm season.

The BMPs will consist of straw bales and waddles installed upgradient of both the office/storage/maintenance and windrow areas, respectively. These same measures would also be deployed along the southern end of the compost area (the downgradient, natural drainage course). The straw bales and waddles will be used for filtration and absorption of sediments. Check dams constructed of concrete blocks would be installed at the southeast corner of the compost area, near the culvert inlet that discharges to pond SP-4. The check dams will serve to

reduce flow velocities and settle out debris and sediments. A site plan illustrating proposed BMPs is provided in **Figure 1**, attached. The SCWMA will also install bales or waddles at the lower (downgradient) end of each windrow.

The straw bales and waddles will be re-arranged or replaced as necessary following major storm events.

The SCWMA will also continue to remove liquids accumulated in SP-4 between storm events. Accumulated liquids are currently pumped out and used on-site for compost processing and dust control, as allowed under the SWFP and described in the facility operating documents. This practice increases basin storage capacity for subsequent storm events, and reduces potential for discharge.

CLOSING


We trust that the above responses provide the additional information that you require at this time. As stated in several of the responses, an alternatives analysis is needed to determine the preferred short-term method(s) of handling runoff from the Sonoma Central Compost operation to achieve zero discharge over a 3-year planning period. With your approval the SCWMA will initiate the technical analyses and other steps outlined in the proposed compliance plan.

The SCWMA has proposed interim measures to improve water quality for this coming storm season. We trust you find these measures will be acceptable.

SCS and SCWMA staff are available to discuss the above responses. Please let us know if you would prefer a meeting or telephone conference.

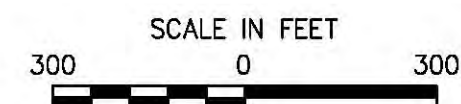
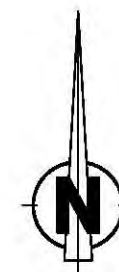
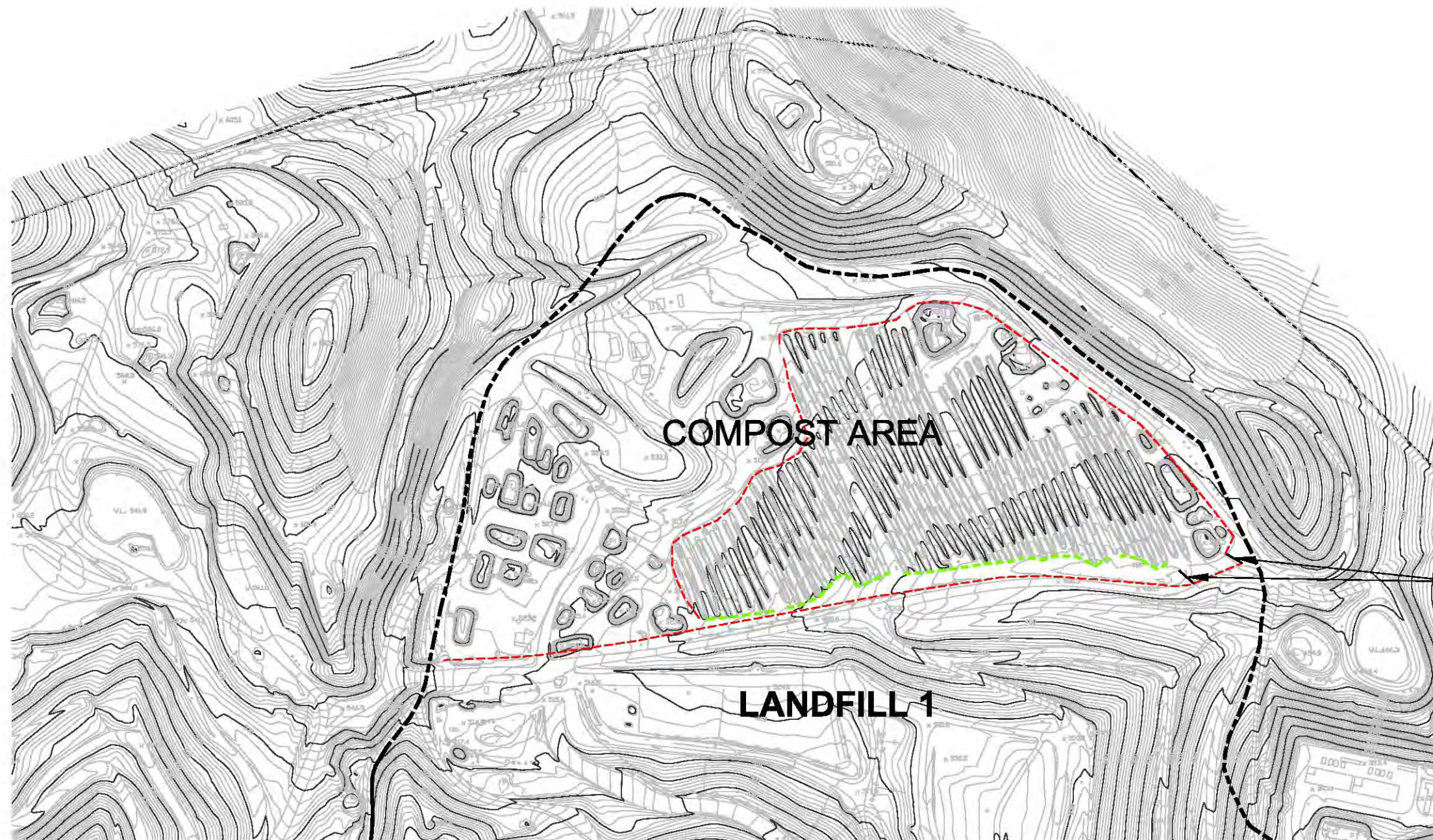


Project Director
SCS ENGINEERS
(916) 361-1297



Project Director/Vice President
SCS ENGINEERS
(925) 426-0080

copy: Henry Mikus, SCWMA
Susan Klassen, Sonoma County Department of Transportation and Public Works
Rick Downey, Republic Services of Sonoma, Inc.
David Leland, RWQCB



LEGEND

- 550 — SUBGRADE, FT. MSL
- 310 — EXISTING GROUND CONTOUR
- - - - - APPROXIMATE LIMIT OF WASTE
- - - - - STRAW BALES
- - - - - STRAW WADDLES

NOTE:

- BMPs SHALL CONSIST OF STRAW BALES AND STRAW WADDLES.

CHECK DAMS MADE WITH CONCRETE BLOCKS

SCS ENGINEERS

ENVIRONMENTAL CONSULTANTS

6601 KOLL CENTER PARKWAY, SUITE 140
PLEASANTON, CALIFORNIA 94566
PH. (925) 426-0080 FAX. (925) 426-0707

PROJ. NO.	01213120.00	DWN. BY:	ATV	ACAD FILE:	FIGURE 1
DSN. BY:	ATV	CHK. BY:	AAM	APP. BY:	JJM

COUNTY OF SONOMA, DEPARTMENT OF
TRANSPORTATION AND PUBLIC WORKS
PETALUMA, CALIFORNIA

SHEET TITLE:

BMP PLAN

PROJECT TITLE:

COMPOST AREA SONOMA COUNTY CENTRAL DISPOSAL SITE
SONOMA COUNTY, CALIFORNIA

DATE: 8/05/13

SCALE: AS SHOWN

FIGURE:

1

Clarifications

I. Water Balance

Design storm used (both duration and return frequency), and runoff hydrographs for runoff from the compost deck entering and draining from the pond system

Additive water volumes (moisture conditioning and fire suppression)

Pond volumes, drainage, and plumbing schematic (sketch is fine)

Pipeline capacity

Show all calculations

II. Temporary pipeline & pump scheme

Physical hookup and operation logistics

III. Agreement/contract to use the pipeline

Negotiations, agreements, and permits needed to use pipeline

Status of discussions

Sticking points that Regional Water Board staff or management could assist with

IV. Pond water management

Is it possible/feasible to empty the pond system between storms?

Are or can the landfill leachate ponds be available for backup storage?

Is it possible to capture and hold first flush runoff in the ponds and to bypass high runoff flows once the ponds are filled?

Is there a freeboard monitoring program in place at this time?

V. Waste Characteristics

List and describe all feedstock, bulking agents, additives (i.e. odor control enzymes) and provide any available information regarding characteristics of the soluble components of leachate.

VI. Winter runoff minimization/ overall winterization plan

Can/will the working area be reduced during the rainy season?

Can/will finished product from dry season composting be removed from the site prior to the end of the dry season? Can/will any of the feedstock be diverted to the landfill or to outhauling during late fall/winter?

Is there any program to remove/reduce inappropriate materials from the feedstock waste stream?

Is there any type of program or mechanism by which high waste strength feedstocks are or can be isolated and contained?

VII. What is the County's current projected date to achieve zero discharge of compost deck wastewater/leachate to surface waters?

October 2, 2013

Central Landfill SCWMA Compost Facility Zero Discharge Project

Sonoma County Waste Management Agency and SCS Engineers Responses to the clarifications and questions posed by the NCRWQCB on the May 2013 Zero-Discharge Plan

The original NCRWQCB clarification questions are listed in italics.

Clarifications

I. Water Balance

Design storm used (both duration and return frequency), and runoff hydrographs for runoff from the compost deck entering and draining from the pond system

SCS Engineers performed a hydrologic analysis of the Sonoma Compost Site; details are provided in the May 14, 2013 submittal "Proposed Discharge Compliance Plan, Central Compost Site, Petaluma California". To recap, a hydrologic analysis was completed using a 5-year, 24-hour peak storm event. The 5-year, 24-hour peak storm was selected to comply with the California General Storm Water Plan Compliance Storm Event, which will be adequate to design storm water management structures given the 3-year Sonoma Compost operations planning timeline. The design storm event is 5.00 inches of rain. Runoff hydrographs were appended to the report and are attached for reference.

Additive water volumes (moisture conditioning and fire suppression)

Generally from May to November, water is added to the compost windrows to achieve the proper moisture levels to promote material degradation. As of May 14, 2013, the water usage at Sonoma Compost has been monitored by the County. The average daily water use from May 14, 2013 to August 30, 2013 was 46,255 gallons. This includes water needed for fire suppression. Please note that no water is added during the rainy season, when rainfall supplies the necessary moisture content, so the yearly average would be much less than the 46,255 gallons per day; it has been estimated at 10,000 gallons per day.

Pond volumes, drainage, and plumbing schematic (sketch is fine)

Pond volumes and site drainage features are described in the May 14, 2013 Discharge Compliance Plan. To recap, storm water runoff from the Sonoma Compost Site currently gravity drains to two sedimentation basins, Sedimentation Pond #4 (SP-4) and Sedimentation Pond #8 (SP-8). Upon reaching maximum storage capacity, SP-4 and SP-8 gravity drain to a 24-inch diameter pipe where the water comingles with storm water run-off from CDS areas outside of the Sonoma Compost Site. This comingled storm water continues to gravity drain through the CDS storm water piping system, collecting additional CDS storm water run-off. The storm water drainage piping increases to 36-inch diameter pipe and subsequently to 48-inch diameter pipe prior to discharging to detention basin Sedimentation Pond #5 (SP-5).

The combined storm water storage capacities of SP-4 and SP-8 were determined to be approximately 5 acre feet (1,600,000 gallons). The basin storage volumes were determined via take-off measurements using Autodesk Civil 3D HydroCAD software.

The attached site plan shows existing drainage infrastructure for the Sonoma Compost Site and the larger Central Disposal Site.

Pipeline capacity

The leachate force main pipeline was designed for anticipated *leachate* flows of up to 400 gallons per minute (GPM). During winter months, a portion of the capacity would be reserved for leachate and condensate generated by Landfill 1 and 2 (100 GPM). Peak leachate flows are estimated to be 100 GPM during winter months. Sufficient capacity exists for existing and future average and peak leachate demands, and possibly for discharge from the compost operations (again, additional storage capacity will be required in advance of pipeline discharge). Confirmation of leachate force main capacity and sizing to accommodate additional Sonoma Compost Site storm water flows will be determined as part of the engineering analyses outlined in the May 14, 2013 Proposed Compliance Plan.

Recall that both the County and Republic Services of Sonoma Inc., the contract landfill operator, must have assurances that pipeline capacity will not be compromised for its primary function – leachate disposal.

Show all calculations

We trust the attached hydrologic analysis calculations satisfy this request.

II. Temporary pipeline & pump scheme

Physical hookup and operation logistics

Additional engineering analyses are proposed to determine discharge pipe alignments, pump and pipe sizing requirement, pump and pipeline pressure considerations, power requirements, and potential tie-in location to the leachate force main. Expanded liquids storage capacity for compost run-off is needed (options are presented in the May 14, 2013 Discharge Compliance Plan) and the location will govern the temporary pipeline alignment. The potential tie-in point to the existing leachate pipeline line must account for existing configurations and whether the pipeline is single-or double-contained at that point. Thus it is premature to provide detailed information on physical hookup and operation logistics at this time. However, we offer the following preliminary information:

- Discharge flow: 50-100 gallons per minute
- Temporary pipe diameter: 4 to 6 inches
- Potential tie-in points: Mecham Road near landfill entrance; or below the Leachate Pond #1 pump station at Hammel Road.

III. Agreement/contract to use the pipeline

Negotiations, agreements, and permits needed to use pipeline

The pipeline consists of two distinct segments: one owned by the County of Sonoma, and another owned by the City of Rohnert Park. The County portion runs from the Central Landfill to its connection with a Rohnert Park sewer trunk line near the intersection of Stony Point Road and Rohnert Park Expressway just east of the City. The Rohnert Park line runs from this connection to its discharge point at the City of Santa Rosa Laguna Waste Water Treatment Plant (LWWTP).

Currently the County has an agreement in place to use the Rohnert Park line to transmit leachate from the connection with the County pipeline to the LWWTP. This agreement expires in 2015. We are given to understand that the Rohnert Park line has some age, and the City is requesting the County, and its landfill contractor, Republic Services, pay some portion of the line's repair or refurbishment expense prior to entering into any new agreement.

The County also has an agreement with Santa Rosa for treatment of its leachate at the LWWTP. We are also given to understand this agreement is not transferable to Republic Services when Republic assumes responsibility for the leachate system as part of the pending County-Republic landfill Master Operating Agreement (MOA).

Status of discussions

The County and Republic are currently negotiating with Rohnert Park for continued use of the pipeline. Similarly, negotiations are also ongoing for discharge to the LWWTP for treatment. Since the Agency is only a "tenant" on the landfill property, we are understandably not party to either of these negotiations.

Based on our conversations with the County, after agreements for use of the Rohnert Park pipeline and the LWWTP are successfully concluded, the Agency would have to then negotiate and enter into an agreement with the County and possibly Republic to add contact water from the compost site to the leachate line system.

We understand that as of the date of submittal of these responses to you, no progress of significance has been achieved in the County – Rohnert Park negotiations. The County has begun exploring other options to connecting their pipeline to the LWWTP.

Sticking points that Regional Water Board staff or management could assist with

Since the Agency is not party to the pipeline or LWWTP negotiations, unfortunately we cannot offer any information relative to "sticking points" on the pipeline.

However, achieving additional storage capacity beyond current capabilities is a key element in ultimately achieving "zero-discharge", and given the great space constraints on the Central property finding the best location for developing effective additional contact water storage is proving difficult.

IV. Pond water management

Is it possible/feasible to empty the pond system between storms?

Yes. This is current practice as allowed under the Solid Waste Facility Permit (SWFP) for the Central Compost Site and described in the facility operating documents. Briefly,

accumulated liquids are pumped out of SP-4 between storm events and used on-site for compost processing and dust control. This practice increases basin storage capacity for subsequent storm events, and reduces potential for discharge. The SCWMA will continue this practice.

Are or can the landfill leachate ponds be available for backup storage?

We have been informed by both the County and Republic that the leachate ponds are reserved for leachate storage. We have also been told that in order for any of the ponds' capacity to be made available for compost water, the MOA would require revision, which is deemed to be too involved to be effective. In particular this would require changes to the MOA liability structure which is very problematic.

Is it possible to capture and hold first flush runoff in the ponds and to bypass high runoff flows once the ponds are filled?

We agree that catching "first flush" runoff has great potential. As a consequence, we have begun investigating the possibility. Our initial calculations, assuming a worst-case of already saturated ground conditions, are that a .5-inch rain event would generate 300,000 gallons of contact water. Thus our estimate is that an actual runoff volume for "first flush" of 50% to 60% would be between 150,000 and 200,000 gallons. We have had discussions with a Baker tank supplier, tanker truck haulers, and the LWWTP management to put together a plan and cost structure to deal with 200,000 gallons of "first flush" for any given storm event. However, not all details are settled, and it appears likely the cost will be of sufficient level to require approval by the SCWMA Board.

We believe "valving off" the current sedimentation pond inlet and sending subsequent flow directly into the storm water system would have adverse consequences, particularly possible clogging of drainage ways and other ponds with debris. Thus we would suggest that bypassing high runoff flows is not advised.

Is there a freeboard monitoring program in place at this time?

There is no freeboard monitoring program for storm water ponds being performed, nor is any such program required by site permits.

V. Waste Characteristics

List and describe all feedstocks, bulking agents, additives (i.e. odor control enzymes) and provide any available information regarding characteristics of the soluble components of leachate.

As a clarification, contact water from compost materials is a very different substance than landfill leachate. As of our efforts to investigate use of the leachate pipeline we have had contact water tested in order to determine its characteristics.

Per the Report of Compost Site Information (RCSI), allowable feedstocks include green materials (source separated plant material), agricultural materials (including chicken feathers), vegetative food waste (no meat or dairy), and additives (diatomaceous earth and grape lees). Amendments are not considered feedstock, per the permit, but can include lime, gypsum, worm castings, oyster shells, clean soil, rice hulls, cocoa bean

hulls, duck manure compost, and corn gluten with rice hulls and clean soil accounting for the vast majority of the additives. Data regarding the odor control enzyme can be found at the following link: <http://westbridge.com/category/products/environmental-products/odor-control/>. Contact water is monitored at three locations and that data has been made available previously, and can be done so again with this submission.

VI. *Winter runoff minimization/ overall winterization plan*

Can/will the working area be reduced during the rainy season?

No. The site is operating near capacity. There are seasonal variations in the supply of feedstock and demand for finished compost. Without stockpiling finished compost over the winter months, Sonoma Compost/SCWMA would not be able to meet the Spring demand. As its, demand outpaces supply for weeks in the Spring months. The only feasible way to reduce the size of the working area during the rainy season would be to export material to another compost site. Loss of that material would not only severely affect Sonoma Compost Company's financial feasibility, but would also deprive Sonoma County businesses and residents of the material (including organic-listed soil amendments which displace chemical fertilizers, erosion prevention, increased moisture retention, etc.) and incur the negative impacts of overhaul of material to facilities outside of Sonoma County. The compost operation is an integral part of the overall County Solid Waste Management System, and restrictions on throughput capacity would have negative impacts on County businesses and residents. Sonoma Compost and SCWMA have investigated the possibility of leasing an off-site space elsewhere in Sonoma County to store and distribute finished compost, but have been told by the LEA that to do so there are significant impacts to our solid waste permit that would be difficult and time-consuming to address.

Can/will finished product from dry season composting be removed from the site prior to the end of the dry season? Can/will any of the feedstock be diverted to the landfill or to overhauling during late fall/winter?

Sales and shipping of finished product is a year-round activity. The Agency's contractor, Sonoma Compost Company (SCC), has a marketing program to find buyers for materials before they are complete through their process cycle. However, there are still seasonal fluctuations given that SCC products are primarily used for agricultural endeavors. Furthermore, the County of Sonoma has banned the landfilling of a number of materials, include wood waste and yard debris, which comprise over 90% of the feedstock accepted at the site.

Is there any program to remove/reduce inappropriate materials from the feedstock waste stream?

Yes. All incoming materials are manually screened by a work crew to remove contaminants (plastic, metal, and general refuse). This work is carried out on a continuous basis on all materials.

In addition, incoming loads of materials are regularly inspected; loads with unacceptable levels of contaminants (such as general refuse, metals, plastics, or dirt/rubble/debris) are rejected and not accepted for processing.

Sonoma Compost has investigated the feasibility of installing a sorting line at the feedstock receiving area to further reduce contaminants and concluded it would be a worthwhile operational change. The SCWMA is working with the LEA to include that in a permit modification.

Also, the SCWMA plans to launch a new educational campaign to get businesses and residents to “Keep Your Green Clean” next calendar year. It is planned to be the next cover of the countywide Recycling Guide as well.

Is there any type of program or mechanism by which high waste strength feedstocks are or can be isolated and contained?

Yes. A series of sediment traps are in place at the low end of the facility that have proven effective in this regard. In addition, the August 6, 2013 response to the NCRWQCB’s initial comments to our May 15, 2013 plan included description of proposed new BMP efforts aimed to remove/reduce materials from contact water. These include installation of several additional upstream sediment traps, diversion structures to reroute run-on water away from active compost piles, and straw catch devices at the ends of each windrow.

However, we would appreciate descriptions from the NCRWQCB as to what they consider are “high waste strength feedstocks” in order to evaluate methods to contain or isolate their effects on contact water.

VII What is the County’s current projected date to achieve zero discharge of compost deck wastewater/leachate to surface waters?

SCWMA cannot speak to what date the County may envision. However SCWMA still contemplates “zero-discharge” is attainable once the storage capacity issue is resolved and the plan submitted in May (with the recent modifications) is approved. The May 2013 plan set a timetable starting from plan approval of approximately a year to evaluate options to sufficient depth, perform engineering design and prepare construction documents, and conduct the bid process for a contractor. A full construction season upon award of a contract was also required.

2121 PIEDMONT WAY
PITTSBURG, CA 94565
925-439-8251

Remit To:

BAKERCORP
PO Box 843596
LOS ANGELES, CA 90084-3596
562-430-6262

QUOTE**Job Site:**

SONOMA COUNTY WASTE MANAGEMENT
SITE
SONOMA, CA 95476

J#:

C#:

Customer: 99903

ESTIMATE SFO
HOUSE ACCOUNT
QUOTE/RESERVATION
SAN FRANCISCO, CA 94565

Contract #.. 532284
Contract dt. 10/11/13
Date out.... 10/11/13

Job Loc..... SITE, SONOMA
Job No..... SFO 1311161
P.O. #..... QUOTE
Ordered By.. HENRY MIKUS
Terms..... NET 30 DAYS
Reference #

Qty	Equipment #	Min	Day	Week	4 Week	Amount
10	TANK 21K GAL OPEN TOP 1000100	32.00	32.00	224.00	896.00	8960.00
1	PUMP 4" ELE SUBMERS 13HP 3PH 4042513	135.72	135.72	407.16	1221.48	1221.48
2	HOSE 4"X10' SUCTION M/F CAMLO 7031410 HIGH PRESSURE HOSE	10.60	10.60	31.80	95.40	190.80
10	MANIFOLD JOINT 7090100 TANK MANIFOLD	343.50	.00	.00	343.50	3435.00
100	PIPE AND HOSE MISC 7029999 6" STRAIGHT HDPE PIPE	.62	.62	1.86	5.57	557.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
40	DELIVER STEEL TANK 9971010 ESTIMATED HOURS FOR DELIVERY TO SITE ACTUAL HOURS BILLED MAY BE AFFECTED BY SITE DELAYS, ROAD AND TRAFFIC CONDITIONS.	HR	110.000			4400.00
CONTINUED						
Damage / Cleaning (Y/N) _____ Delivery Time and/or Set up Charges: _____						

TERMS AND CONDITIONS

1. RENTAL RATES. Rental rates, as presented above, do not include fuel or delivery charges. Such charges shall be shown on subsequent invoices to be paid by the Individual or entity identified below ("Customer").
2. EQUIPMENT/SERVICES. Customer agrees to rent the equipment described above, including any accessories, attachments or other cables, liquid fuel tanks, nozzles and other similar items (the "Equipment"), purchase, if applicable, any Specialty Media (as defined herein), and any waste-management, engineering, or set-up services ("Services"), in this Agreement ("Agreement") pursuant to the terms and conditions set forth herein.
3. RENTAL TERM. This Agreement becomes the entire and exclusive agreement between Baker and Customer pertaining to the subject matter hereof when acknowledged by Customer in writing or by Customer's acceptance of delivery of the Equipment. The term of this Agreement shall commence upon delivery of the Equipment to Customer and ends upon Customer advising Baker to retrieve the Equipment from the Job Site. The end of the term of this Agreement shall in no way relieve Customer of liability to BakerCorp ("Baker") for all obligations under this Agreement, including but not limited to: monies due, repair or replacement costs for lost or damaged Equipment, indemnity obligations, or the responsibility for any Specialty Media, all of which shall survive the end of the rental term or earlier termination thereof.
4. CUSTOMER AUTHORIZATION. The individual signing below agrees to all terms and conditions herein, and represents that he/she has the authority and power to sign this Agreement as or on behalf of Customer.
5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. BAKER HAS NOT AND DOES NOT NOW MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT, ANY SPECIALTY MEDIA SOLD, OR SERVICES PROVIDED HEREUNDER, NOR THEIR FITNESS FOR ANY PARTICULAR PURPOSE AND DISCLAIMS ALL RESPONSIBILITY FOR THE PERFORMANCE OF ANY FILTRATION EQUIPMENT OR ITS ABILITY TO PROVIDE A SOLUTION THAT MEETS ANY APPLICABLE REGULATORY STANDARD. Baker's liability in connection with any asserted defect with respect to the Equipment or Specialty Media shall be the repair or replacement thereof. There is no warranty that the Equipment, Specialty Media, or Services are suited for Customer's intended use, or that they are free from defects. Except as may be specifically set forth in this Agreement, Baker disclaims all other warranties, expressed or implied, made in connection with this transaction, and rents the Equipment, sells the Specialty Media and provides the Services as-is, and with all faults. These warranty provisions cannot be modified orally or in writing and supersede any contrary representations or warranties, expressed or implied. Baker shall not be responsible for any damage or loss caused by the negligence of Baker's employees or agents occurring in connection with the performance of the Agreement. In no event shall Baker be liable for any lost profits, or other indirect, special, punitive or consequential damages related to its obligations under this Agreement. Baker will not be liable for any amount in excess of the total of fees (excluding reimbursement of expenses) actually paid to Baker in connection with the rental of the Equipment.

BY _____ TITLE _____

FOR _____

66

COMPANY NAME

PRINT NAME _____ DATE _____

2121 PIEDMONT WAY
PITTSBURG, CA 94565
925-439-8251

Remit To:
BAKERCORP
PO Box 843596
LOS ANGELES, CA 90084-3596
562-430-6262

Job Site:
SONOMA COUNTY WASTE MANAGEMENT
SITE
SONOMA, CA 95476

J#: C#:

Customer: 99903
ESTIMATE SFO
HOUSE ACCOUNT
QUOTE/RESERVATION
SAN FRANCISCO, CA 94565

QUOTE

Contract #.. 532284
Contract dt. 10/11/13
Date out.... 10/11/13

Job Loc..... SITE, SONOMA
Job No..... SFO 1311161
P.O. #..... QUOTE
Ordered By.. HENRY MIKUS
Terms..... NET 30 DAYS
Reference #

Qty	Equipment #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
40	PICK UP STEEL TANK 9971020	HR	110.000			4400.00
16	ON-SITE LABOR 9976065 ONSITE LABOR (INCLUDES 2 TECHS W/ FUSION MACHINE)	HR	210.000			3360.00
5	SERVICE CALL, PUMP(S) 9976060 TRANSPORTATION TO SITE FOR 2 TECHS.	HR	170.000			850.00
1	PER DIEM 9999916 LAYOVER FOR 2 TECHS.	EA	500.000			500.00
4	DELIVER PIPE/HOSE 9977010	HR	110.000			440.00
8	PICK UP PIPE/HOSE 9977020	HR	110.000			880.00
1	FUEL SURCHARGE 9999921 FUEL SURCHARGE RATE FOR OCTOBER AT 17%.	EA	1813.900			1813.90

CONTINUED

Damage / Cleaning (Y/N) _____ Delivery Time and/or Set up Charges: _____

TERMS AND CONDITIONS

1. RENTAL RATES. Rental rates, as presented above, do not include fuel or delivery charges. Such charges shall be shown on subsequent invoices to be paid by the individual or entity identified below ("Customer").
2. EQUIPMENT/SERVICES. Customer agrees to rent the equipment described above, including any accessories, attachments or other cables, liquid fuel tanks, nozzles and other similar items (the "Equipment"), purchase, if applicable, any Specialty Media (as defined herein), and any waste-management, engineering, or set-up services ("Services"), in this Agreement ("Agreement") pursuant to the terms and conditions set forth herein.
3. RENTAL TERM. This Agreement becomes the entire and exclusive agreement between Baker and Customer pertaining to the subject matter hereof when acknowledged by Customer in writing or by Customer's acceptance of delivery of the Equipment. The term of this Agreement shall commence upon delivery of the Equipment to Customer and ends upon Customer advising Baker to retrieve the Equipment from the Job Site. The end of the term of this Agreement shall in no way relieve Customer of liability to BakerCorp ("Baker") for all obligations under this Agreement, including but not limited to: monies due, repair or replacement costs for lost or damaged Equipment, indemnity obligations, or the responsibility for any Specialty Media, all of which shall survive the end of the rental term or earlier termination thereof.
4. CUSTOMER AUTHORIZATION. The individual signing below agrees to all terms and conditions herein, and represents that he/she has the authority and power to sign this Agreement as or on behalf of Customer.
5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. BAKER HAS NOT AND DOES NOT NOW MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT, ANY SPECIALTY MEDIA SOLD, OR SERVICES PROVIDED HEREUNDER, NOR THEIR FITNESS FOR ANY PARTICULAR PURPOSE AND DISCLAIMS ALL RESPONSIBILITY FOR THE PERFORMANCE OF ANY FILTRATION EQUIPMENT OR ITS ABILITY TO PROVIDE A SOLUTION THAT MEETS ANY APPLICABLE REGULATORY STANDARD. Baker's liability in connection with any asserted defect with respect to the Equipment or Specialty Media shall be the repair or replacement thereof. There is no warranty that the Equipment, Specialty Media, or Services are suited for Customer's intended use, or that they are free from defects. Except as may be specifically set forth in this Agreement, Baker disclaims all other warranties, expressed or implied, made in connection with this transaction, and rents the Equipment, sells the Specialty Media and provides the Services as-is, and with all faults. These warranty provisions cannot be modified orally or in writing and supersede any contrary representations or warranties, expressed or implied. Baker shall not be responsible for any damage or loss caused by the negligence of Baker's employees or agents occurring in connection with the performance of the Agreement. In no event shall Baker be liable for any lost profits, or other indirect, special, punitive or consequential damages related to its obligations under this Agreement. Baker will not be liable for any amount in excess of the total of fees (excluding reimbursement of expenses) actually paid to Baker in connection with the rental of the Equipment.

BY _____ TITLE _____ FOR _____

PRINT NAME _____ DATE _____

COMPANY NAME

67

2121 PIEDMONT WAY
PITTSBURG, CA 94565
925-439-8251

Remit To:

BAKERCORP
PO Box 843596
LOS ANGELES, CA 90084-3596
562-430-6262

Job Site:

SONOMA COUNTY WASTE MANAGEMENT
SITE
SONOMA, CA 95476

J#:

C#:

Customer: 99903

ESTIMATE SFO
HOUSE ACCOUNT
QUOTE/RESERVATION
SAN FRANCISCO, CA 94565

QUOTE

Contract #.. 532284
Contract dt. 10/11/13
Date out.... 10/11/13

Job Loc..... SITE, SONOMA
Job No..... SFO 1311161
P.O. #..... QUOTE
Ordered By.. HENRY MIKUS
Terms..... NET 30 DAYS
Reference #

Qty	Equipment #	Min	Day	Week	4 Week	Amount
-----	-------------	-----	-----	------	--------	--------

SALES ITEMS:

Qty	Item number	Unit	Price
	RATE SUBJECT TO CHANGE THE 1ST OF EACH MONTH.		

DELIVERY INSTRUCTIONS:

QUOTED BY: MATT HROMATKA 925-698-9388
REQUESTED BY: HENRY MIKUS
707-565-3788
henry.mikus@sonoma-county.org
Net 30 days

Sub-total: 29194.28
Fuel: 1813.90
Total: 31008.18

Tax charged on lines with *

Damage / Cleaning (Y/N) _____ Delivery Time and/or Set up Charges: _____

TERMS AND CONDITIONS

1. RENTAL RATES. Rental rates, as presented above, do not include fuel or delivery charges. Such charges shall be shown on subsequent invoices to be paid by the individual or entity identified below ("Customer").
2. EQUIPMENT/SERVICES. Customer agrees to rent the equipment described above, including any accessories, attachments or other cables, liquid fuel tanks, nozzles and other similar items (the "Equipment"), purchase, if applicable, any Specialty Media (as defined herein), and any waste-management, engineering, or set-up services ("Services"), in this Agreement ("Agreement") pursuant to the terms and conditions set forth herein.
3. RENTAL TERM. This Agreement becomes the entire and exclusive agreement between Baker and Customer pertaining to the subject matter hereof when acknowledged by Customer in writing or by Customer's acceptance of delivery of the Equipment. The term of this Agreement shall commence upon delivery of the Equipment to Customer and ends upon Customer advising Baker to retrieve the Equipment from the Job Site. The end of the term of this Agreement shall in no way relieve Customer of liability to BakerCorp ("Baker") for all obligations under this Agreement, including but not limited to: monies due, repair or replacement costs for lost or damaged Equipment, indemnity obligations, or the responsibility for any Specialty Media, all of which shall survive the end of the rental term or earlier termination thereof.
4. CUSTOMER AUTHORIZATION. The individual signing below agrees to all terms and conditions herein, and represents that he/she has the authority and power to sign this Agreement as or on behalf of Customer.
5. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. BAKER HAS NOT AND DOES NOT NOW MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT, ANY SPECIALTY MEDIA SOLD, OR SERVICES PROVIDED HEREUNDER, NOR THEIR FITNESS FOR ANY PARTICULAR PURPOSE AND DISCLAIMS ALL RESPONSIBILITY FOR THE PERFORMANCE OF ANY FILTRATION EQUIPMENT OR ITS ABILITY TO PROVIDE A SOLUTION THAT MEETS ANY APPLICABLE REGULATORY STANDARD. Baker's liability in connection with any asserted defect with respect to the Equipment or Specialty Media shall be the repair or replacement thereof. There is no warranty that the Equipment, Specialty Media, or Services are suited for Customer's intended use, or that they are free from defects. Except as may be specifically set forth in this Agreement, Baker disclaims all other warranties, expressed or implied, made in connection with this transaction, and rents the Equipment, sells the Specialty Media and provides the Services as-is, and with all faults. These warranty provisions cannot be modified orally or in writing and supersede any contrary representations or warranties, expressed or implied. Baker shall not be responsible for any damage or loss caused by the negligence of Baker's employees or agents occurring in connection with the performance of the Agreement. In no event shall Baker be liable for any lost profits, or other indirect, special, punitive or consequential damages related to its obligations under this Agreement. Baker will not be liable for any amount in excess of the total of fees (excluding reimbursement of expenses) actually paid to Baker in connection with the rental of the Equipment.

BY _____ TITLE _____ FOR _____

PRINT NAME _____ DATE _____ 68 COMPANY NAME _____

6. INDEMNITY/HOLD HARMLESS/DAMAGES. Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment or any Specialty Media by Customer or any third party, and will take all necessary precautions to protect all persons and property from injury or damage while the Equipment is in Customer's care, custody, or control. Baker shall not be liable to Customer or to any third party for any loss, damage or injury (including any loss of profits, business interruption or other special, indirect, punitive, incidental or consequential damages) caused by, resulting from, or in any way connected with: a) the Equipment or Specialty Media, their operation or use, or any defect with respect thereto or Services provided hereunder; or b) this Agreement. Customer agrees to reimburse, defend, indemnify and hold Baker harmless from and against any and all liability, losses, injuries, demands, costs, expenses, fines, settlements, penalties, claims and damages of any kind (including attorneys' fees) for injuries or death to persons and damage to property arising out of the use, maintenance, instruction, operation, transportation, possession, ownership or rental of the Equipment, the Specialty Media, or Services rendered hereunder, however caused or related in any other way to this Agreement.

7. RECEIPT, INSPECTION & SET-UP OF EQUIPMENT. Baker or Baker's designee shall deliver the Equipment and Specialty Media to the site designated by Customer, as identified on the first page hereof (the "Job Site"). Customer releases and discharges Baker from any and all liability or damages (including consequential, incidental, indirect, punitive and special damages) which might be caused by Baker's failure or inability to deliver any Equipment or Specialty Media by any specified date or time. Customer agrees not to remove the Equipment from the Job Site without the prior written consent of Baker, except in the case of equipment specifically designed and intended for mobility. Customer acknowledges by signing this Agreement that Customer is in receipt of the Equipment, has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, is suitable for Customer's needs, is satisfied with its installation for Customer's intended use, and is in receipt of copies of applicable safety and regulatory registration materials. Customer represents and warrants that the Equipment shall be used in a manner consistent with its limitations as to commodities and weight. Customer acknowledges that, although the Equipment has, prior to delivery, been cleaned in accordance with Baker's usual procedures, Baker does not warrant that the Equipment is entirely free of any contaminants, absent a separate specific written agreement to the contrary, and Customer accepts the Equipment in its condition as when delivered. Customer represents and warrants that it is familiar with the proper operation and use of each item of Equipment and any Specialty Media. Customer acknowledges that it has inspected or will inspect all devices and materials used to connect the Equipment to Customer's towing vehicle, if any. Baker shall not be responsible for any damage to Customer's towing vehicle.

8. USE OF EQUIPMENT. Customer will not use or allow anyone to use the Equipment: (a) for an illegal purpose or in an illegal manner, (b) without a license or permit, if required under any applicable law, or (c) who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable local, state or provincial, and federal laws, ordinances, regulations (including but not limited to those relating to worker safety or the environment), licenses and permits which may apply to the use of the Equipment, including discharge of treated water, and disposal of waste or spent Specialty Media or other materials, and for security, traffic control and road crossings associated with the use of the Equipment. Customer shall keep the Equipment in good and efficient working order, condition and repair, reasonable wear and tear alone excepted. Customer agrees to properly maintain and care for Equipment and further, to protect the health and safety of persons required to come in contact with the Equipment or any third party. Customer agrees to check, clean and visually inspect the Equipment daily and immediately notify Baker when Equipment needs repair or maintenance. Any necessary minor adjustments or maintenance are the responsibility of Customer. Customer acknowledges that Baker has no responsibility to inspect the Equipment while it is in Customer's possession, although Baker has the right, in its sole discretion, to conduct such an inspection and to test any contents which may be contained in the Equipment, and to access Customer's premises for that purpose. Baker shall incur no liability whatsoever for failure of the Equipment to conform to Customer's needs, nor for any damage to cargo(es) owned by Customer for which Customer might be held responsible. Customer will not store or inject any materials in the Equipment that may cause harm thereto. Customer will not store or transport any acute hazardous materials unless Baker's Supplemental Acute Hazardous Material Agreement has been signed by both parties prior to the rental. Customer agrees not to tamper with or adjust any pressure/vacuum relief devices or throttle stop and governor devices which may be found on the Equipment without the prior written consent of Baker management.

9. IMPROVEMENTS OR CHANGES TO EQUIPMENT. Customer shall not (except as required by Section 8 hereof) make any alterations, additions, accessions in or improvements to the Equipment without the advance written consent of Baker. Any improvements or additions applied to the Equipment shall at once become and remain the property of Baker. Baker reserves the right to charge Customer for the removal of any modifications that were made during the rental. Customer agrees that it shall not remove any identification, warning, or other labels affixed to the Equipment by Baker or the Equipment manufacturer.

10. MALFUNCTIONING EQUIPMENT. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. Customer must notify Baker within 24 hours of failure or time of defect in order to terminate rental charges.

11. RETURN OF EQUIPMENT, DAMAGED & LOST EQUIPMENT. At the expiration or termination of the rental term, Customer will restore the Equipment to the same condition as when delivered to Customer, reasonable wear and tear excepted, empty of all contents and in a RCRA Empty Condition (as that term is defined at 40 C.F.R. § 261.7(b)(3)), requiring the Equipment to be triple rinsed. Customer agrees to pay for any damage to or loss of the Equipment occurring between the time the Equipment is returned and the commencement of Baker's next business day in the event the Equipment is returned to Baker's local branch at other than Baker's regular business hours. Baker reserves the right to charge Customer for any repairs that may be necessary, including cleaning of interior or exterior surfaces and disposal of any contents. Customer shall pay Baker the reasonable costs of transportation, and repair and pay rent for the Equipment at the regular rental rate until all repairs have been completed and the Equipment is in a RCRA Empty condition. Baker shall be under no obligation to commence repair work until Customer has paid Baker the estimated cost therefor. In the event of casualty to any Equipment, or Customer's inability or failure to return same to Baker for any reason whatsoever, Customer will pay Baker the then full replacement list price together with the full rental rate as specified until such Equipment is replaced.

12. REASONABLE WEAR AND TEAR. Reasonable wear and tear of the Equipment shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use (for metered equipment: a one shift (eight hours per day, 56 hours per week, 224 hours per month) basis). The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of maintenance of necessary oil, water and air pressure levels, (b) damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; (e) wear resulting from use in excess of shifts for which rented; (f) cavitation; (g) freezing; and (h) any other damage to the Equipment which is not considered ordinary and reasonable in the equipment rental industry. Repairs to the Equipment shall be made only by a facility approved by Baker, to its reasonable satisfaction, and in a manner which will not adversely affect the operation, design or value of the Equipment. Repair or replacement of tires on Equipment is the responsibility of Customer, and is not included in the rental rate.

13. RENTAL PERIOD & CALCULATION OF CHARGES. Rental charges commence when the Equipment leaves Baker's branch and end when the Equipment is returned thereto. Rental charges accrue during Saturdays, Sundays and Holidays. Rental rates are for normal usage based on an eight hour day, 56 hours per week and 224 hours per month ("Normal Usage"). Customer represents and warrants that it will truthfully and accurately certify to Baker the number of shifts the Equipment is operated. Customer agrees to pay a pro rata portion of Baker's standard premium rates for operation of the Equipment in excess of Normal Usage. Transportation costs for delivery and pick up and rent for Equipment covered by this Agreement shall be in accordance with Baker's rate sheet in effect from time to time. The Equipment is furnished F.O.B. Baker's branch and all handling and transportation charges to and from such branch, unless otherwise specified herein, shall be paid by Customer. Charges for any Services provided shall be at the rates on the face of this Agreement and are in addition to the rental charges for Equipment or sales price of any Specialty Media.

14. DEPOSIT: In addition to securing the payment of rental charges, Customer agrees that any rental deposit shall be deemed to be a guaranty by Customer of the full and complete performance of each and all of the obligations, covenants, and promises to be performed by Customer hereunder, and in the event of any breach by Customer thereof said deposit shall be credited against any damages, costs or expenses incurred by Baker.

15. PAYMENT. All rental and service charges and financial obligations owed by Customer under this Agreement shall be paid in full upon return of the Equipment to Baker, or for Specialty Media or other items, upon delivery to Customer, or within 30 days of the date of Baker's invoice to Customer. Customer acknowledges that timely payment of rental charges is essential to Baker's business operations and it would be impractical and extremely difficult to fix the actual damages caused by late payment. Customer and Baker agree that there shall be added to all past due rental charges a late payment fee equal to the lesser of 2% per month (24% per annum), or the maximum amount allowed by applicable law.

16. TAXES. Customer shall have the sole responsibility for, and shall duly and punctually pay, all taxes and license

and similar fees payable at any time upon, or in respect to the Services, Specialty Media, or rental of the Equipment, and any other payments or transactions contemplated hereunder. Customer shall promptly reimburse Baker, as additional rent, for all taxes, charges, and fees levied by any governmental body or agency upon or in connection with this Agreement. Customer agrees that Baker shall be entitled to claim any applicable capital cost allowance or investment tax credit or similar benefit under applicable federal, state, or provincial income tax legislation or regulation pertaining to the Equipment, and Customer shall not make any such claim with respect thereto without Baker's consent.

17. TITLE/RISK OF LOSS/LIENS. Other than for Specialty Media, this Agreement is not a contract of sale, and title to the Equipment shall at all times remain with Baker during the rental period. Customer has no option or right to purchase the Equipment unless documented in a separately executed written sales agreement. Customer shall be liable for loss of, and all damages to or from, the Equipment while it is in Customer's care, custody and control, regardless of fault. Customer shall not sell, transfer, pledge, sublease, or part with possession of the Equipment. Customer agrees that it shall keep the Equipment free and clear of all mechanics and other liens and encumbrances during the rental period. Customer agrees that it shall ensure that the Equipment at all times remains movable personal property and shall not incorporate the Equipment in, physically attach, or join the Equipment to any real or immovable property in such a manner or to such extent as to cause it to lose its individuality or be deemed a fixture.

18. SPECIALTY MEDIA. All Specialty Media shall be deemed purchased under this Agreement on an **as-is, with all faults** basis and is non-refundable once delivered to Customer. At the expiration of the rental term Customer is responsible for emptying and disposing of all sand, gravel, carbon or other filtration media ("Specialty Media") in compliance with applicable law. The term of this Agreement shall not terminate until Customer removes all Specialty Media from filtration Equipment. Any spent Specialty Media generated by Customer is subject to disposition facility acceptance testing, at Customer's sole cost and expense. The disposition facility may periodically re-test spent Specialty Media to assure it remains acceptable for disposition. If spent Specialty Media testing determines the spent Specialty Media is unacceptable for any designated disposition facility, use of an alternate disposition facility may affect pricing. Customer shall provide any information required by the disposition facility or Baker related to the evaluation of the acceptance of spent Specialty Media.

19. DEFAULT. Customer shall be considered to be in default with respect to its obligations under this Agreement upon the occurrence of any of the following ("Default"): (a) Customer fails to make any payment when due; (b) any insurance coverage required to be obtained and maintained by Customer hereunder lapses, expires or is cancelled; (c) any representation or warranty Customer made in this Agreement is false or misleading in any material respect; (d) Customer remains in breach of any obligation under this Agreement for ten (10) or more days after receiving notice of such breach from Baker; (e) Customer breaches any other agreement between the parties; (f) Customer becomes insolvent, is liquidated or dissolved, amalgamated, merges, transfers substantially all its stock or assets, ceases or threatens to cease doing business, or assigns rights or property for the benefit of creditors; or (g) a petition is filed by or against Customer under any bankruptcy or insolvency law. Upon the occurrence of a Default event, Baker may do any of the following: (a) terminate the Agreement; (b) declare any amounts owed immediately due and payable and commence legal action; (c) retake possession of the Equipment, holding Customer liable for all rent and other charges; and/or (d) pursue any other remedies available by law.

20. REPOSSESSION OF EQUIPMENT. In the event of any actual or anticipatory violation of or Default in any of the terms and conditions of this Agreement by Customer, Baker may terminate this Agreement and without notice or legal process, enter onto Customer's premises and take all action reasonably necessary to repossess the Equipment. Customer waives all claims for damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Baker in retaking the Equipment. Should Customer claim that any such Equipment contains property belonging to Customer, other than Specialty Media, Customer shall give written notice to Baker of such fact within 24 hours of repossession. Failure to provide such notice shall forever bar Customer from asserting any claim(s) against Baker on account of property alleged to have been in such repossessed Equipment.

21. CUSTOMER'S INSURANCE COVERAGE. Customer agrees to maintain and carry, at its sole cost and expense, with insurers acceptable to Baker, adequate liability, physical damage, public liability, property damage and casualty insurance for the full replacement cost of the Equipment, including all risks of loss or damage covered by the standard extended coverage endorsement to cover any damage or liability resulting from the handling, transportation, maintenance, operation or use of the Equipment during the entire rental period. Customer shall supply to Baker proof of such insurance by Certificate of Insurance (COI) clearly setting forth the coverage for the Equipment and naming Baker as loss payee and additional insured; such insurance and evidence thereof to be in the following limits: (i) in the case of bodily injury liability (including death), \$5,000,000 per person and \$5,000,000 per occurrence and (ii) in the case of property damage liability \$2,000,000 per occurrence and in a form satisfactory to Baker. The COI shall provide that Customer and its insurer have waived all rights of subrogation against Baker and that Baker shall receive notice in accordance with policy provisions prior to any cancellation of the insurance required hereunder.

22. EXPORT COMPLIANCE. Customer represents and warrants that it will comply with all applicable export control and economic sanctions laws and regulations relating to the exportation, re-exportation, importation, or other transfer or retransfer of the Equipment. Without limiting the generality of the foregoing, Customer represents and warrants that it shall ensure that any items that are subject to the jurisdiction of the U.S. Export Administration Regulations, the U.S. International Traffic In Arms Regulations, or other applicable export control or economic sanctions laws and regulations (including those administered by the U.S. Treasury Department, Office of Foreign Assets Control) are exported, re-exported, imported, transferred or retransferred in compliance with the requirements of such applicable export control or economic sanctions laws and regulations. Furthermore, Customer shall take no action that would cause BakerCorp to be in violation of any applicable export control or economic sanctions laws and regulations.

23. DATA PROTECTION. Baker treats Customer's data with respect and sensitivity and will do so in accordance with its privacy policy which can be accessed at <http://www.bakercorp.com/privacy.asp>.

24. FORCE MAJEURE. Notwithstanding anything in this Agreement that may be construed to the contrary, Baker shall not be liable to Customer for failure to perform its obligations hereunder to the extent such failure arises out of events beyond its control, including without limitation: strikes, lockouts, industrial disturbances, civil disturbances, fires, acts of God, or acts of a public enemy or terrorism. If a force majeure event interrupts or delays Baker's performance hereunder, Baker's obligations shall be excused until such time as the events giving rise to the force majeure event cease to exist.

25. ENTIRE AGREEMENT/ONLY AGREEMENT. This Agreement, together with Baker's credit application and any validly executed Supplemental Acute Hazardous Materials Agreement (if any), represents the entire Agreement between Customer and Baker. In the event of any conflict in terms, the more specific terms shall control. There are no oral or other representations or agreements not included herein. None of Baker's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both Baker and Customer. The use of Customer's purchase order number on this Agreement is for Customer's convenience only. This Agreement supersedes any purchase order or other Customer provisions or forms whether sent to or received prior, or subsequent to this Agreement. Customer's acceptance of the terms of this Agreement is limited to the terms and conditions contained herein. Any different or additional terms in Customer's purchase order issued for the rental of the Equipment are hereby deemed to be material alterations to the terms of this Agreement and notice of objection to them and rejection of them is hereby given. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect. Customer further agrees that the provisions of this Agreement and, in particular, those with respect to Baker's rights, remedies, and powers against Customer and the Equipment are commercially reasonable and not manifestly unreasonable.

26. CALIFORNIA ARB ACKNOWLEDGEMENT. For rental equipment subject to California's Portable Equipment Registration Program, Customer hereby acknowledges receipt of a written copy of the registration for each engine.

27. OTHER PROVISIONS. Any failure of Baker to insist upon strict performance by Customer of any one provision of this Agreement shall not be construed as a waiver of Baker's right to demand strict compliance of any other provision herein. Customer has carefully reviewed this Agreement and waives any principle of law which would construe any provisions hereof against Baker as the drafter of this Agreement. Customer agrees to pay all reasonable costs of collection, court, attorneys' fees and other expenses incurred by Baker related to collection of any charges due under this Agreement or in connection with the enforcement of its terms or otherwise in connection with this Agreement or the Equipment whether or not litigation is commenced. Customer shall pay the rental charge without any offsets, deductions or claims. Customer agrees that the Courts of the County of Orange, State of California, shall, in Baker's discretion, have exclusive jurisdiction, and shall be considered the proper venue, for any litigation relating to this Agreement or the Equipment, Specialty Media or Services related to and of the foregoing, and that the laws of the State of California shall be applicable thereto. Service of process may be effected by certified mail, return receipt requested. Baker shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available. Customer further agrees that it shall not commence any action that may arise under the terms of this Agreement more than one (1) year after the basis for such action accrues.

CRIMINAL WARNING: The use of false identification to obtain Equipment or failure to return the Equipment may be considered a theft subject to criminal prosecution under applicable criminal or penal code provisions.

INDUSTRIAL CARTING
P.O. BOX 2638
ROHNERT PARK, CA 94927
(707) 585-0511 Office
(707) 585-8868 Fax

PROPOSAL

Page No. 1 of 2 Pages

To: Attention: Henry Mikus
Sonoma County Waste
Management Agency
2300 County Center Dr., Suite B100
Santa Rosa, CA 95403

Project Name: Central Landfill	
Location: 500 Mecham Rd.	
Petaluma, CA 94954	
Phone: 707-565-3788	Date: 11/8/13

We hereby submit specifications and pricing for hauling wastewater from the Central Landfill located at 500 Mecham Rd., Petaluma to the Laguna Treatment Plant located at 4300 Llano Rd., Santa Rosa.

1) **WASTEWATER HAULING SERVICES**

Wastewater hauling services are charged at the following rates:

\$260.00 Per Haul from Central Landfill to Laguna Treatment Plant

***NOTE: Customer to assume all wastewater disposal fees at current disposal rates charged by the Laguna Treatment Plant.**

Payable as follows:

**** DUE UPON RECEIPT OF INVOICE ****

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Auth
Signa

NOT

**withdrawn by us if not
accepted within 10 days.**

ACCEPTANCE OF PROPOSAL - The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

IND

Sign

Carla Muench, Sr., President

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Signature: _____ Date: _____
Print Name: _____ Title: _____

**NON-RESIDENTIAL
WASTE HAULER
DISCHARGE PERMIT**

PERMITTEE : Sonoma County Waste Management Agency

ADDRESS : 550 Mecham Road Petaluma, CA 95452

PERMIT NO. : SR-CTW08370 **CONTACT :** Patrick Carter

EFFECTIVE DATE : _____ **EXPIRATION DATE :** _____

The above Non-Residential User is authorized to discharge wastewater to the City of Santa Rosa's sewer collection system. This discharge will be in accordance with the most current Sewer Code and/or Ordinance in the cities of Santa Rosa, Cotati, Rohnert Park, Sebastopol and South Park, any applicable provisions of federal or state law or regulation, and in accordance with discharge point(s), effluent limitations, monitoring requirements, and other conditions set forth herein.

Permittee shall comply with the items below:

1. Permittee process discharge to the sanitary sewer shall comply with the most current City Code.
2. Request for and receive prior approval before changing any process that would cause a change in flow, constituent characteristics, or strength of regulated process effluent.
3. Material Safety Data Sheets (MSDS) for all chemical products used on the permitted site shall be subject to regular inspection by Industrial Waste Personnel.
4. Permittee shall properly store, treat, recycle and/or dispose of hazardous materials and/or any toxic or hazardous wastes generated at the facility in accordance with all applicable state, federal and local laws. No discharge of hazardous materials, sludges, or hazardous wastes to the sanitary sewer is permitted. Records detailing methods of recycle re-use, or disposal shall be maintained and subject to regular inspections by Environmental Compliance Personnel.
5. Permittee shall maintain a complete file of all pretreatment operations, equipment service, calibration logs, shipping manifests, analyses, and all other pertinent information. Such records shall be subject to regular inspection by Industrial Waste Personnel.
6. Remove, or secondarily contain, hazardous waste and materials to ensure that accidental spills or leaks do not enter the storm drains or sanitary sewer. Secondary containment is 110% for one container; for multiple containers, 150% of the largest container, or 110% of the total gallonage. Secondary containment shall be constructed in accordance with the Uniform Fire Code.
7. If discharges do not meet Wastewater Discharge Limitations specified in the City of Santa Rosa's most current Sewer Code, additional pretreatment shall be required.
8. Permittee shall exercise good housekeeping practices in all production and storage areas to ensure no spills or leaks to the sanitary sewer.
9. Sonoma County Waste Management Agency's trucked wastewater shall be charged the "Gray Water Delivered by Truck - any landfill" discharge rate on an interim basis and until a new rate has been established.

10. The Laguna Wastewater Treatment Plant's hours of operation are Monday through Friday 8am to 5pm. Notification is required for any wastewater that will be trucked during weekends or after hours.

Emergency & After Hours Numbers:

Emergency Number - (707) 543-3350

Control Room - (707) 543-3360

Deputy Director Environmental Services - (707) 543-3359

Environmental Compliance - (707) 543-3369

CERTIFICATION: I agree to comply with all provisions of this permit and all other regulations set forth within the most Current Sewer Code and/or Ordinance in the cities of Santa Rosa, Cotati, Rohnert Park, Sebastopol and South Park or any applicable provisions of federal or state law or regulation.

Owner / Manager	Title	Date
-----------------	-------	------

Environmental Compliance Inspector		
------------------------------------	--	--



SUBREGIONAL WATER RECLAMATION SYSTEM • ENVIRONMENTAL COMPLIANCE SECTION
4300 LLANO ROAD • SANTA ROSA, CA 95407 • 707-543-3369/FAX 707-543-3398

SCWMA
Cost Tabulation
Compost "First-Flush" Project

Summary for one rain season

Storage Tanks	\$88,465.30
Transport	\$62,520.00
Treatment	\$43,812.00

Total	\$194,797
--------------	------------------

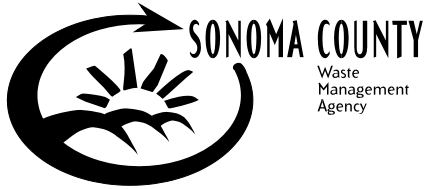
<u>Storage Tanks Detail</u>		Total tanks:		\$88,465.30			
Monthly				Delivery		Labor & other charges	
Item	Qty	Rate	Total	Item	Quote	Item	
Tanks	10	\$896.00	\$8,960.00	Tanks in	\$4,400.00	Assemble & fuse piping	\$3,360.00
Pump	1	\$1,221.48	\$1,221.48	Tanks ut	\$4,400.00	Pump & equip services	\$850.00
Suction hose	2	\$95.40	\$190.80	Misc in	\$440.00	Per diem	\$500.00
Manifolds	10	\$343.50	\$3,435.00	Misc out	\$880.00	Fuel surcharge	\$1,813.90
pipe & misc.	100	\$5.57	\$557.00				
Months	5	Total/mo	\$14,364.28	Total	\$10,120.00	Total	\$6,523.90
		Total per season	\$71,821.40				

Hauling Detail

Gallons/storm	200,000	200,000	200,000	200,000
Qty storms	3	4	5	6
Total Gallons	600,000	800,000	1,000,000	1,200,000
Cost/gallon	0.05210	0.05210	0.05210	0.05210
Total	\$31,260.00	\$41,680.00	\$52,100.00	\$62,520.00

Treatment Detail

Gallons/storm	200,000	200,000	200,000	200,000
Qty storms	3	4	5	6
Total Gallons	600,000	800,000	1,000,000	1,200,000
Cost/gallon	\$0.03651	\$0.03651	\$0.03651	\$0.03651
Total	\$21,906.00	\$29,208.00	\$36,510.00	\$43,812.00



Agenda Item #: 7
Cost Center: All
Staff Contact: Mikus
Agenda Date: 11/20/2013

ITEM: Joint Powers Agreement Amendment Update

I. BACKGROUND

During the process of attempting to adopt a carryout bag waste reduction ordinance, questions arose regarding the Agency's ability to enact an ordinance and participation of members in Agency programs.

At the September 18, 2013 Agency meeting, staff was directed to return to the Board with a draft of the Second Amendment to the JPA Agreement which would clarify the Agency's ability to adopt ordinances and allow for member jurisdictions to choose whether programs would apply within their jurisdictional borders. The draft was presented to the Board at the October 16, 2013 meeting by Agency Counsel, Janet Coleson.

As a result of the Board's discussion, the draft amendment was revised to include language differentiating between "core" and "non-core" programs with regards to member jurisdictions' choices for participation. "Core" programs were defined as those Agency activities listed in the original JPA Agreement of 1992 plus the First Amendment of 1996: wood and yard waste, household hazardous waste, education, and planning and reporting. Other activities, such as the proposed bag-ban ordinance, are considered "non-core". Member jurisdictions' ability to elect or refrain from participation is limited to "non-core" programs.

The revised draft Second Amendment was approved by the Board for distribution to all member jurisdictions' governing bodies to obtain Resolutions of Approval. It was noted that these approval votes had to be for the identical amendment language for all members. A copy of the revised draft is attached.

II. DISCUSSION

Agency members have been very diligent in scheduling discussions for votes on our proposed Second Amendment. Thus far five have already done so resulting in Resolutions of Approval: Healdsburg, Sonoma, Sebastopol, Windsor, and Cotati.

This is the planned schedule for others: Rohnert Park tentative for December 10, Petaluma December 2, Sonoma County either December 3 or 10, and Santa Rosa December 10.

Cloverdale is still working to find room on one of their upcoming Council Meetings. They have indicated the prospective dates are either December 11, 2013 or January 8, 2014.

III. FUNDING IMPACT

There are no funding impacts as a result of this transmittal.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

None required.

V. ATTACHMENTS

Second Amendment to JPA Agreement as approved October 16, 2013

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

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA
COUNTY FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE
MANAGEMENT ISSUES**

THIS SECOND AMENDMENT (“AMENDMENT”) to the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, dated as of _____, 201_, is by and between the Cities and Town of Sonoma County and the County of Sonoma.

RECITALS

WHEREAS, the Cities and Town of Sonoma County and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Agreement”); and

WHEREAS, it has become necessary to clarify certain provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

AGREEMENT

1. Section 2 of the Agreement (Purpose of Agreement) is hereby amended to read as follows:

“Section 2. Purpose of Agreement

The purpose of this Agreement is to create the Sonoma County Waste Management Agency and to describe the terms and provisions by which the Agency will handle the four (4) initial programs: (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency’s programs. Pursuant to the terms of this Agreement, the Participants may agree, in writing, to additional duties, responsibilities, and programs, including any program enacted by ordinance. Each Participant executing this Agreement may elect to participate in any or all of the Agency’s non-core programs, including any single use carryout bag ordinance. Core programs are defined to be household hazardous waste, wood waste, yard waste, education and required reporting. Should any Participant elect to not participate in a non-core program, including any single use carryout bag ordinance, there will be no reduction in the Participant’s fiscal participation.”

2. Section 14 of the Agreement (Joint Powers Agency Authority to Adopt Regulations) is hereby amended to read as follows:

“Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement is to create an Agency to treat wood waste and yard waste, to collect, store, and dispose of household hazardous waste, to educate the public regarding waste issues, and, pursuant to the terms of this Agreement, including any Amendments, to adopt any future programs the Board determines are needed or desirable. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes.”

3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____

Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____

Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____

Its: _____

ATTESTED:

City Clerk

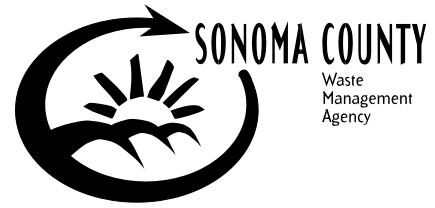
TOWN OF WINDSOR

By: _____

Its: _____

ATTESTED:

City Clerk



To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: November 20, 2013 Board Meeting 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 18, 2013 Board meeting: regular approval.
- 4.2 Carryout Bag Ordinance Report: This is a minimal report, mainly because most of the recent activity on this project has centered on the JPA Agreement Second Amendment. However, as a result of the amendment moving forward several members that had been waiting have moved to schedule their "bags" discussions. Two letters of opposition regarding statewide legislation sent to the bills' authors are included as attachments.

Regular Calendar

- 5. Compost Site Discussion: Work for the new compost site selection has concentrated on two open issues, one from each site. On Site 40, we are working with the landowners' agent (who has been clear his clients are in favor of leasing or selling the property) on establishing fair and legal pricing. The owners are in the midst of having their own property appraisal done. For the Central Site, the ongoing issue is storm water management, where one concern is the difficulties with the large volume of water, and the second question involves the County's leachate pipeline plans. There is no new information on the pipeline. However, we have received the initial data from a much more detailed water balance assessment we have had our consultants do. The volume of water to be handled is large enough that it is unlikely space is available for a conventional storm water detention pond to be built. Further work has to be done looking at non-typical storage means that could be made to work.

Our report also addresses some current conditions for our ongoing operations since their resolution has impacts related to site selection. The first issue is site capacity constraints, specifically an in-process "Permit Modification" on materials pile sizes and process times that is being done with input from the Fire Marshall and local Fire Chief. The second issue is the near-constant site odor complaints.

6. Compost Zero-Discharge Project Status: This is regarding our current compost operation. Since our original “Zero-Discharge” Plan submittal to the Regional Water Board in May, there have been a couple rounds of questions from them followed by our replies. Until a very recent conversation with Water Board staff, we had not received definitive direction. We have been informed that the Water Board will provide a written reply which indicates support of four actions. They are finding increased contact water storage capacity, employing “BMPs” to reduce run-off of suspended solids, installing aerators in our current pond to reduce odors, and diverting “first flush” water from each storm for treatment rather than discharge. The BMPs are already in place, and the aerator project is nearly ready for submittal to them. The possibility of capturing storms’ “first flush” is being examined with the plan to have a settled plan for the Board to discuss in January. Storage capacity is also being studied.
7. JPA Agreement Amendment Update: Five of our members’ governing bodies have approved the amendment, and the others have the discussion/vote scheduled to varying degrees of certainty.
8. Attachments/Correspondence: There are two items this month presented under “Reports by Staff and Others” in addition to this “Director’s Agenda Notes” report:
 - 8.2.a Outreach Events Calendar: This is our regular, updated listing of Outreach Events listing events planned for November and December 2013 plus January 2014.
 - 8.2.b Agenda Plan Worksheet: A listing of the coming calendar year has been made showing our planned Board meeting dates, the recurrent/routine items for each meeting, and planned items that are currently known. The planned items for example include contract awards or renewals with known end and start dates.

November 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
2	10 AM – 4 PM	End of Harvest Fiesta, Wells Fargo Center
4	8:30 AM	Tomorrow's Leaders Today (Petaluma), Sonoma Compost Tour
4	10 -11:30 AM	Tomorrow's Leaders Today (Santa Rosa), Sonoma Compost Tour
5	4 – 8 PM	Community Toxics Collection, Windsor
9,10	8 AM – 4 PM	Electronics Waste Collection Event, Sonoma Whole Foods
12	9:30- 11 AM	SRJC Soils Class, Sonoma Compost Tour
12	4 – 8 PM	Community Toxics Collection, Kenwood
12	4:30 – 5:30 PM	Sonoma County Office of Education Community Resource Fair, Santa Rosa
16	11 AM – 2 PM	Rancho Feliz Mobile Home Park Community Resource Fair
18	10 -11:30 AM	Tomorrow's Leaders Today (Santa Rosa), Sonoma Compost Tour
19	4 – 8 PM	Community Toxics Collection, Santa Rosa NE

December 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
3	4 – 8 PM	Community Toxics Collection, Forestville
10	4 – 8 PM	Community Toxics Collection, Santa Rosa NW
17	4 – 8 PM	Community Toxics Collection, Sebastopol

January 2013 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
7	4 – 8 PM	Community Toxics Collection, Santa Rosa NE
11	8 AM- 4 PM	Electronics Waste Collection Event, Santa Rosa Wells Fargo Center
14	4 – 8 PM	Community Toxics Collection, Oakmont
21	4 – 8 PM	Community Toxics Collection, Cotati
25	8 AM- 4 PM	Electronics Waste Collection Event, Oakmont Central Facility Parking Lot
28	4 – 8 PM	Community Toxics Collection, Healdsburg

SCWMA Agenda Plan Worksheet

Month	Date	Recurring Items	Specific Items
January	1/15/2014	Elect officers Education Summary Reports	HHW Contract Bid Documents Compost site discussions Bags ordinance first reading
February	2/19/2014	Draft work plan Recycle Guide Printing 2nd Quarter Financials	Bags ordinance 2nd reading & adoption
March	3/19/2014	Final work plan Draft Budget	
April	4/16/2014	Final budget EPR 6-Month Update Report	Agency future discussions Compost future discussions HHW future discussions
May	5/21/2014	Annual Audit Report 3rd Quarter Financials	E-Waste Collection Contract HHW Contract
June	6/18/2014		Spanish Language Outreach Contract
July	7/16/2014	<i>Typically cancelled</i>	
August	8/20/2014	Year End Financials	
September	9/17/2014	Annual Budget Adjustments	Waste Characterization Report
October	10/15/2014	EPR 6-Month Update Report	MCR 3 Report MCR 4 Proposal
November	11/19/2014	1st Quarter Financials	
December	12/17/2014	<i>Typically cancelled</i>	