



Meeting of the Board of Directors

AUGUST 20, 2014

SPECIAL MEETING

CLOSED SESSION PRIOR TO REGULAR MEETING 8:00 a.m.

Regular Meeting at 9:00 a.m.

(or immediately following closed session)

City of Santa Rosa Council Chambers

100 Santa Rosa Avenue

Santa Rosa, CA

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

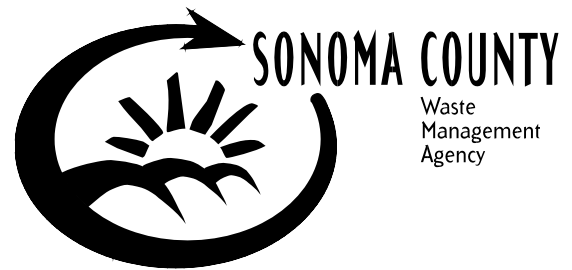
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Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Executive Summaries	4
Director's Notes	5
Item 7.1 Minutes of July 16, 2014 (<i>Consent</i>)	7
Item 7.2 Year End Financial Report (<i>Consent</i>)	20
Item 7.3 Consultant Contract Extension (<i>Consent</i>)	34
Item 7.4 Biennial Review of Code of Conduct (<i>Consent</i>)	36
Item 8 Compost Zero Discharge Plan Update	42
Item 9 Compost Outhaul Agreement	56
Item 10 Organics Outhaul	89
Item 12.1.a August 2014 and September 2014 Outreach Events	91

Note: This packet is 91 pages total



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CLOSED SESSION PRIOR TO REGULAR MEETING 8:00 a.m.

Regular Meeting at 9:00 a.m. (or immediately following closed session)

Estimated Ending Time 11:30 a.m.

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

Agenda

***** UNANIMOUS VOTE ON ITEM #9 *****

<u>Item</u>	<u>Action</u>
1.	Call to Order Regular Meeting
2.	Agenda Approval
3.	CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(2) and (e)(5)

Letter received on June 17, 2014 from Lozeau Drury representing RENALE.
The letter contains a 60 day notice of intent to file suit under the Clean Water Act related to the compost facility at the Central Landfill. The letter is available for viewing at Agency offices.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
GOVERNMENT CODE SECTION 54956.9(d)(2) and (e)(5)

Threat of Litigation made by Roger Larsen on May 19, 2014 between 10:00 - 10:30 am at Happy Acres neighborhood east of the Compost Facility at the Central Landfill. The threat of litigation was made to Henry Mikus and Patrick Carter and concerned, in part, the construction of a new holding or retention pond at or near the Compost Facility. A contemporaneous record of this threat of suit was made by Henry Mikus and is available for viewing at Agency offices.

4. Adjourn Closed Session
5. Agenda Approval
6. Public Comments (items not on the agenda)

Consent (w/attachments)

Discussion/Action

- 7.1 Minutes of July 16, 2014 Regular Meeting
- 7.2 Year End Financial Report FY 13-14
- 7.3 Consultant Contract Extension
- 7.4 Biennial Review of Code of Conduct

Regular Calendar

- | | | |
|-----|--|--------------------------------------|
| 8. | Compost Zero Discharge Plan Update
[Mikus](Attachments) | Discussion/Action
Organics |
| 9. | Compost Outhaul Agreement
[Carter](Attachments) | Unanimous Vote
Organics |
| 10. | Organics Outhaul
[Carter, Mikus](Attachments) | Discussion/Action
Organics |
| 11. | <u>Attachments/Correspondence:</u> | |
| | 11.1 Reports by Staff and Others: | |
| | 11.1.a August 2014 and September 2014 Outreach Events | |
| 12. | Boardmember Comments | |
| 13. | Staff Comments | |
| 14. | Next SCWMA meeting: September 17, 2014 | |
| 15. | Adjourn | |

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

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

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

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

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



Date: July 18, 2014

To: SCWMA Board Members

From: Henry J. Mikus, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of July 16, 2014

Item 3: The Board met in Closed Session to discuss “Anticipated Litigation”.

Item 7: The Consent Agenda contained two items: the Minutes of the May 21, 2014 regular Board Meeting, and the Minutes of the June 23, 2014 Special Board Meeting; both were approved.

Item 8: Compost Zero Discharge Project Update: The Zero-Discharge Plan was sent to the NCRWQCB July 11, 2014. Progress on several plan elements was reviewed, including the design of the new large pond, the CEQA evaluation, and a couple interim measures for the current facility to reduce the volume of storm water draining and quality improvements. There was no formal action required for this item.

Item 9: Compost Zero Discharge Ponds Consolidation: One interim improvement measure included in the Zero-Discharge Plan is consolidating the two existing, small ponds into one larger pond, mainly via removing the dike dividing the two. This would double the available storm water storage capacity. Despite initial intentions, a design-build contract cannot be used for this project. The Board approved a not to exceed cost amount of \$400,000 for this work on a Unanimous Vote.

Item 10: Sonoma Compost Agreement First Amendment: Another Zero-Discharge plan component is to reduce the compost facility work area, thus also reducing the amount of storm water that is created, by using a new windrow turning machine that more efficiently uses space, for a 15 to 20% space improvement. Staff and Sonoma Compost (SCC) proposed a contract amendment that would eliminate the revenue sharing provision allowing SCC to use future potential revenues to pay for the new equipment. This item passed on a 9:1 vote with the City of Petaluma as the dissenting vote.

Item 11: Recycling Market Development Zone Renewal: Sonoma County participates in a CalRecycle program to encourage use of recycled materials as feedstock. This program, the Sonoma/Mendocino/Lake RMDZ, is up for renewal. SCWMA, by resolution, can act for the renewal on behalf of our member jurisdictions to expedite the renewal process. The resolution was passed by a unanimous vote.

Item 12: Attachments/Correspondence: The attachments were the July & August 2014 Outreach Calendar, an invitation to a “kick-off” event for the locally produced reusable bags, and the Draft Amended JPA Agreement which is to be considered by the SCWMA members for adoption.



To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: August 20, 2014 Board Meeting Agenda Notes

Please Note: There is a "Closed Session" discussion scheduled for 8:00 AM with the regular meeting to follow at the normal 9:00 AM start time.

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.

- 7.1 **Minutes of the July 16, 2014 Board Meeting:** regular approval.
- 7.2 **Year End Financial Report FY 13-14:** This is an annually recurring, routine report. SCWMA had a net surplus for the year as expenses were under budget and revenue exceeded projections.
- 7.3 **Consultant Contract Extension:** DEI was retained to assist staff with work related to Zero Discharge. Staff would like to extend this arrangement.
- 7.4 **Biennial Review of Code of Conduct:** This is a recurring action required every two years.

Regular Calendar

- 8. **Compost Zero Discharge Plan Update:** The most notable news is that the NCRWQCB has sent us a letter regarding our Zero Discharge Plan submitted to them July 11, 2014. In short, the letter encourages SCWMA to pursue the long term plan components and to implement the interim improvement measures. NCRWQCB will issue a Time Schedule Order which will recognize the steps, milestones, and timeframes listed in the plan, together with penalties for non-compliance.
- 9. **Compost Outhaul Agreement:** The RFP process for organics hauling is complete, and the Ratto Group's proposal has the staff recommendation for acceptance. Putting this hauling agreement in place accomplishes three objectives: maintains the current hauling arrangement (including after the landfill MOA becomes effective) for bringing compost materials from the four transfer stations to the Central compost facility, sets unit hauling costs for complete outhaul of compost materials, and sets unit hauling costs for partial outhaul. The two outhaul alternatives are set up on an as-needed basis.

10. **Organics Outhaul:** As the Zero Discharge program has evolved, the key decision expected for the August Board meeting has been whether or not complete outhaul of compost materials is necessary because of the time required to vacate and clean the compost facility by October 1, 2014. In light of the Zero Discharge Plan submittal, the NCRWQCB written response, and the fact that complete outhaul would continue to be the fail-safe outlet of last resort, staff recommends the Board elect to continue efforts in accordance with the Zero Discharge Plan and not shut the compost facility down at this juncture.
11. **Attachments/Correspondence:** The only item this month is the Outreach Events Calendar.



Minutes of July 16, 2014 Meeting

The Sonoma County Waste Management Agency met on July 16, 2014, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

City of Cloverdale	Bob Cox
City of Cotati	Susan Harvey (Via teleconference)
City of Healdsburg	Jim Wood
City of Petaluma	Dan St. John
City of Rohnert Park	Don Schwartz
City of Santa Rosa	Jennifer Phillips
City of Sebastopol	Sue Kelly
City of Sonoma	Steve Barbose
County of Sonoma	Shirlee Zane
Town of Windsor	Debora Fudge

Staff Present:

Counsel	Janet Coleson
Staff	Henry Mikus
	Patrick Carter
	Lisa Steinmann
	Karina Chilcott
Clerk	Rebecca Lankford

- 1. Call to Order**
The meeting was called to order at 9:02 a.m.
- 2. Open Closed Session**
- 3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2) and (e)(5)
Two cases
- 4. Adjourn Closed Session**
- 5. Agenda Approval**
There were no changes to the Agenda.
- 6. Public Comments (items not on the agenda)**
None
- 7. Consent (w/attachments)**

7.1 Minutes of the May 21, 2014 SCWMA meeting

7.2 Minutes of the June 23, 2014 SCWMA meeting

Henry Mikus, Executive Director, stated that Susan Klassen, the County representative at the May 21, 2014, had asked for a revision to Item 7.1 (Agenda packet page 14). She asked for the language in her comment during Board Discussion to read, "...the NCRWQCB had stated that it was not their intention to shut down the landfill, however, they (the County) did ultimately shut it down for five years."

Shirlee Zane, County of Sonoma, inquired why the June minutes were substantially different and shorter than those of the May meeting; noting the robust discussion that took place during the June meeting.

Mr. Mikus responded that the format of the June meeting minutes is similar to what was used for the December meeting; a summary was compiled by the meeting facilitator which was used to create the minutes.

Ms. Zane stated that a standard format should be used for all meetings as the June minutes appear very bare bones, in spite of the fact all morning was spent in robust discussion.

Mr. Mikus inquired if it were the will of the Board to remove the minutes from the current agenda in order to allow staff to develop more elaborate minutes for presentation at the August 2014 Board Meeting.

Ms. Zane stated the word is not elaborate, it is accurate. She does not believe the minutes reflect what happened at the June 23, 2014 meeting.

Jim Wood, City of Healdsburg, stated his belief that the June 23, 2014 was presented more as a workshop than a formal meeting; noting that in Healdsburg minutes for workshops do not typically include all comments.

Ms. Zane stated that she believes the minutes presented are more similar to an Agenda with a couple of motions than they are actual minutes. She would like to see some consistency and believes that it is unfortunate that some of the nuances of a very robust and healthy discussion were not captured in the minutes.

Deborah Fudge, Town of Windsor, stated that she believed the summary of actions and decisions which were provided to Board Members were adequate despite limited comments being noted.

Bob Cox, City of Cloverdale, moved to approve the Consent Calendar, with the noted amendments as requested by Ms. Klassen. Steve Barbose, City of Sonoma, seconded the motion.

Ms. Zane, Jennifer Phillips, City of Santa Rosa and Don Schwartz, City of Rohnert Park, abstained from the vote of Item 7.1 the Minutes of May 21 2014, due to their absences.

Chair Wood, Ms. Phillips and Mr. Schwartz, abstained from the vote of Item 7.2 the Minutes of June 23, due to their absences.

The motion passed with the noted abstentions.

7.1 Vote Count:

Cloverdale- Aye	Cotati- Aye
County- Abstain	Healdsburg- Aye
Petaluma-Aye	Rohnert Park- Abstain
Santa Rosa-Abstain	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye

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

7.2 Vote Count:

Cloverdale- Aye	Cotati- Aye
County- Aye	Healdsburg- Abstain
Petaluma- Aye	Rohnert Park- Abstain
Santa Rosa- Abstain	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye

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

Regular Calendar

8. Compost Zero Discharge Project Update

Mr. Mikus reported that the Zero Discharge plan was submitted to the North Coast Regional Water Quality Control Board (NCRWQCB) on July 11, 2014. Based on conversations with NCRWQCB staff, Agency staff is optimistic a response will be received within a couple weeks. The plan included the construction of a new pond to contain water from the entire site, including interim measures to reduce the volume of water generated and improve the quality of the water. The other parallel track is to work toward the certification and construction of a new compost site. Both the construction of a new pond and the construction of a new site have preliminary completion estimates of late 2016. The plan contains milestones against which progress can be measured. At any point in the process, by a decision of the Agency Board or by the NCRWQCB, work on the ponds may be halted, composting activities on the site may be suspended, and all compost feedstock may be out-hauled to other compost facilities.

Mr. Mikus reported that the pond design was included in the submittal to the NCRWQCB, but needed minor changes for the public procurement process. After bids are received and evaluated, staff will present the costs to construct the pond.

Mr. Mikus stated that staff was working to resolve the California Tiger Salamander issue, including direct talks with the California Fish and Wildlife Service. The most likely path on that issue was to perform a Habitat Conservation Plan. The Agency would likely be required to purchase mitigation credits. The process of performing the Habitat Conservation Plan and purchasing credits was expected to take about one year.

Mr. Mikus reported that one interim measure in place during the previous rainy season was the pumping and hauling of compost contact water from the compost site to the Laguna Waste Water Treatment Plant. While it was brought to staff's attention that the compost contact water has the potential to be problematic in their disinfection system, Laguna staff understands the importance of accepting this water and will work with Agency staff to maximize the volume of water received without jeopardizing their operation.

Mr. Mikus added that Sonoma Compost Company has committed to additional Best Management Practices, including doubling the number sediment traps.

Mr. Mikus mentioned that Agency staff was in the process of receiving outhaul pricing and that staff was participating in a meeting that afternoon to attempt to resolve some issues around that process.

Mr. Mikus reported that with the engineering information on the new site process expected to be presented to the Board in October, the Board may be in a position to choose a new site as early as the November 2014 meeting. One of the other issues preventing construction of the new site is the term of the Agency, and Mr. Mikus reminded the Board that the June Strategy Session included a goal of deciding the Agency's future in 2014.

Board Questions

Ms. Zane asked about the contractual obligations of the Agency and Sonoma Compost Company. As there were significant financial implications to the Agency, she felt uneasy making certain commitments to interim measures without knowing all the costs and without knowing whether the responsibility rested with Sonoma Compost or the Agency. She stated the overhaul costs were roughly known, but the interim measures were largely unknown.

Mr. Mikus reported the expenses already committed to be \$311,995, which includes reimbursing Republic for the large pond design, DEI consultant assistance, PRMD CEQA analysis assistance, engineering contingency design, and other contingency funding. An additional interim measure to combine the existing ponds into one larger pond has a not-to-exceed cost of \$400,000. Future decisions would be to construct a new pond, which had an initial estimate of approximately five million dollars. Partial overhaul to decrease the compost footprint by 20% would be an additional expense of approximately \$190,000 per year. Total overhaul is estimated to be \$1,840,000 per year of additional expense. The budget contains \$750,000 for pump and haul costs, but that is not a new request for this meeting.

Ms. Zane asked for a total cost of interim measures.

Mr. Mikus replied that the estimate was difficult to calculate because some decisions were yet to be made, but the total cost to build a new pond was approximately \$5.7 million. About three years of overhaul is approximately the same cost as the pond construction.

Mr. Mikus added that the agreement with Sonoma Compost Company stipulates that any new changes to environmental laws or regulations requires them to cover the first \$50,000, and beyond that, it is the Agency's responsibility.

Stu Clark, consultant for DEI, explained that the Zero Discharge Plan contains a number of decision points for the Board, so that if at any point the Board is unable or unwilling to commit to a course of action proposed in the plan, the Board can choose to overhaul. Mr. Clark mentioned that moving forward with a new site will be a large demonstration to the Water Board of the Agency's commitment toward Zero Discharge. The August 20 SCWMA meeting will be a key decision date for an overhaul or pond discussion.

Mr. Barbose inquired whether site selection would precede the decision on pond construction, and whether the pond would be suitable for the new site if it is at the Central Disposal Site.

Mr. Clark replied that the design of the pond would be complete prior to site selection, but that construction of the pond would presumably occur after site selection.

Dan St. John, City of Petaluma asked whether the permit or environmental regulations changed since the bid for compost operations.

Mr. Mikus replied that the environmental change was the Waste Discharge Requirements issued to the County in March 2013, which asked for a Zero Discharge plan, and the March 18, 2014 Zero Discharge requirement by October 1, 2014.

Mr. St. John asked about the water balance related to the reduction of the compost site footprint.

Mr. Clark stated that the water balance took into consideration the following factors: rainfall amount, absorption, evaporation from pond, rainfall on the pond itself, and water use by Sonoma Compost and Republic. These were modeled for an average rainfall year and for the wettest year on record (1983). The pond was more than adequate for the average year, and could contain 97% of the rainfall for the 1983 rainfall amount. In the 1983 rainfall amount, about 3 acre-feet would need to be pumped and hauled during the rainy season.

Mr. St. John asked about progress finding opportunities for using the water off the site.

Mr. Clark responded that off-site use would require additional permitting, but was absolutely something staff was pursuing. The water stored in the pond and used on or off-site displaces groundwater use.

Ms. Zane again expressed reservation on approving of the interim plan which she did not feel contained enough financial information. If the purpose of this meeting was to present information and request decisions in August, that was sufficient, but Ms. Zane felt that a better picture of the financial implications of this plan was needed.

Mr. Mikus replied that staff was requesting a decision of the Board at this meeting regarding the combination of the two existing ponds due to the short timeline for implementing that project. The August meeting would be the first decision point regarding pond construction or overhaul and more information would be presented then. Building a new site, or contracting for construction of a new site would be decisions for future meetings.

Mr. St. John and Ms. Zane had questions about the annual cost of hauling the compost contact water.

Mr. Clark responded that the budgeted amount of \$750,000 assumed the large pond would be constructed prior to October 1, and that there were no options other than waste water treatment plant disposal. Since the budget was approved prior to information regarding the larger pond construction and the Laguna treatment plant's limitations on the volume of water it can accept, the actual amount is expected to be less than the \$750,000 amount.

Public Comments

Nea Bradford asked whether the County and Cities were looking to construct a site on Mechem which will not be state of the art when it is finished in order to maintain a revenue stream, and if so, is there another source of revenue in the County to replace that lost revenue.

Chair Wood responded that the Board was not a decision point at this meeting, and that was not expected until October, and that the revenue question was more appropriately directed to the County.

Jonathon Kathrein reported that there is a train that goes through Sonoma County that hauls freight. One ton of freight can travel over 400 miles on one gallon of gasoline. There are spurs throughout the County, to which the franchised hauler to back up, load the material into trains, and delivered to any compost facility on the rail.

Roger Larsen asked whether other endangered species would cost one million dollars each and noted that every gallon of water in the pond has to be hauled, which has greenhouse gas implications. Mr. Larsen questioned whether the amount of water to be used on site was realistic and stated that it would not occur during rain events.

Rick Downey, Republic Services, stated that the new big pond is not be confused with the two ponds which may be combined. Mr. Downey stated that even with improving the existing ponds, there will be a discharge, unless there is another drought year. The discharge would technically still be a violation, which concerns Republic.

Ernie Carpenter hoped rail haul would have an opportunity to participate in this process.

Board Discussion

Chair Wood hoped that rail would receive consideration.

9. Compost Zero Discharge Ponds Consolidation

Mr. Mikus reported that there are two ponds at the edge of the compost site that have a capacity of about one million gallons. One of the interim measures the NCRWQCB was interested in was to increase the holding capacity of those ponds to allow a greater volume of water to be pumped and hauled off site. Tetra Tech was authorized in May to examine creating additional capacity in those ponds by combining both ponds into one larger pond. The staff report indicated the possibility of a design/build through Tetra Tech, but that no longer seemed feasible. Staff requested authorization to construct the pond through measures that were both expeditious and legal with a not-to-exceed amount of \$400,000. The County would have the opportunity to review the design prior to construction.

Board Questions

None

Public Comments

Roger Larsen asked whether this pond would have the same liner specifications as the larger pond.

Mr. Mikus replied that the new pond would likely contain a single liner, which is less than what is proposed for the new larger pond, but better than the clay that currently lines those ponds.

Board Discussion

Ms. Zane asked for clarification regarding the contingency that the pond construction was subject to approval of the Zero Discharge Plan by the NCRWQCB.

Mr. Mikus confirmed that the pond would not be built if, for example, in August the decision was made to outhaul the material. He stated that it would not make sense to spend that money on the operation in that scenario.

Mr. St. John moved the item for approval. The motion was seconded by Susan Kelly, City of Sebastopol. The motion was amended to Authorize expenditure of a not-to-exceed amount of \$400,000 for combining the two small ponds into a single larger storm water detention structure. This item would be contingent on surety that the “Zero-Discharge” plan is acceptable to NCRWQCB and the new large pond development project will proceed. The authority to enter into an agreement with a firm for the construction was delegated to the Executive Director, if it meets the best interests of the Agency by entering into an agreement prior to the August Agency meeting. The amended motion was accepted by Mr. St. John and Ms. Kelly.

The motion passed unanimously.

Cloverdale- Aye	Cotati- Aye	County- Aye	Healdsburg- Aye
Petaluma- Aye	Rohnert Park- Aye	Santa Rosa- Aye	Sebastopol- Aye
Sonoma – Aye	Windsor- Aye		
AYES -10-	NOES -0-	ABSENT -0-	ABSTAIN -0-

10. Sonoma Compost Agreement First Amendment

Patrick Carter, Agency staff, introduced the new First Amendment to the agreement with Sonoma Compost. The amendment would avoid rate increases, allow all the material to be delivered to the site, and achieve a site footprint reduction. Sonoma Compost Company would purchase a new windrow turner which would create larger windrows in exchange for eliminating the revenue sharing provision of the agreement. Mr. Carter explained that there was a discrepancy between what Sonoma Compost meant to propose regarding the revenue sharing and what was included in the agreement, which was causing them financial difficulties irrespective of the proposed first amendment, and that by eliminating the revenue sharing provision and requiring the purchase of the windrow turner, two issues could be settled simultaneously. Sonoma Compost is being paid less per ton for the material processed, and more revenue sharing than in the previous agreement. To get a 20% footprint reduction through outhaul is approximately \$190,000 per year to the Agency without a revenue offset. Forgoing the \$15,000 of budgeted revenue does not have a material impact on the Agency budget or require a rate payer impact. The amendment is contingent upon approval of the NCRWQCB of the Zero Discharge Plan.

Board Questions

Mr. St. John requested clarification about the revenue sharing for FY 13-14.

Mr. Carter replied that there was a miscommunication in the negotiation with Sonoma Compost Company where they provided an amount as the threshold for revenue sharing that was not what they intended, and that Agency staff was working with Sonoma Compost on realizing the amount due.

Mr. St. John requested to know what the deleted portion of the agreement included.

Mr. Carter answered that it contained the provisions for revenue sharing.

Mr. St. John confirmed that the amendment was only for another two and a half years.

Mr. Barbose asked whether funds had already been received from Sonoma Compost for FY 13-14. The amendment would affect future revenue sharing, not current or past revenue sharing.

Mr. Carter replied yes.

Mr. Barbose asked what the expected revenue sharing would be for the Agency should the revenue sharing were to continue.

Mr. Carter stated that he believed it would be between \$100,000 and \$200,000 per year.

Chair Wood mentioned that the potential offset to consider is the potential for an additional cost of \$190,000 per year for overhaul.

Ms. Zane requested a summary of the amendment and how it would benefit the Agency.

Mr. Carter reported that purpose was to achieve a compost site footprint reduction through Sonoma Compost's purchase of equipment in a way that did not have a ratepayer impact.

Ms. Zane requested additional clarification regarding financial information to be able to decide whether this amendment was to the Agency's advantage.

Mr. Clark replied that there were two ways to accomplish a 20% footprint reduction; one was to increase the site efficiency, the other is overhaul of material. Removing 20% of the material from the site through overhaul also has a negative effect on products produced by Sonoma Compost. The revenue the Agency is giving up may be somewhere in the neighborhood of the cost of the equipment, however overhaul does not have any offsetting costs.

Mr. St. John asked what would be the recommendation given the choice between overhaul and new equipment.

Mr. Mikus replied that staff recommends the equipment because it keeps the material locally as a resource.

Mr. St. John asked who would own the equipment at the end of the term.

Mr. Mikus replied that Sonoma Compost would.

Mr. St. John said he could support the measure if the Agency owned the equipment at the end of the agreement.

Jennifer Phillips, City of Santa Rosa, asked whether Sonoma Compost still owed the Agency the additional funds under the existing agreement.

Mr. Mikus replied affirmatively, and discussed that Sonoma Compost sold out much of their stockpiles over the winter, so in the spring they had much less material on hand when they usually have much more material to sell.

Mr. St. John asked about the certainty of the cost of the equipment.

Mr. Carter replied that the amount was the estimate provided by Sonoma Compost.

Mr. St. John asked if the quote was reviewed by staff.

Mr. Carter replied no.

Mr. St. John asked whether the equipment would be useful at the new site.

Mr. Carter replied that it had a very limited potential use at a new site.

Mr. St. John asked when the best estimate for opening a new site would be.

Mr. Clark replied that the end of 2016 was the earliest possible date.

Ms. Phillips asked how the error in the revenue sharing would have been solved irrespective of this First Amendment.

Mr. Mikus replied that it would have required an amendment regardless, and through discussions with Sonoma Compost both issues could be solved at once through this amendment.

Ms. Zane asked how Sonoma Compost disclosed this error in the agreement.

Mr. Mikus answered that it was through the process of reconciling the revenue sharing payment. Sonoma Compost provided their estimated numbers, staff reviewed them and disagreed. It was a mutual process.

Ms. Zane asked whether it was through a financial audit.

Mr. Mikus replied that it was discovered through the normal process of reviewing information from businesses which have agreements with the Agency.

Mr. Carter interjected that this was the first time in this agreement that Sonoma Compost had submitted and staff had reviewed the revenue sharing provision. Sonoma Compost submitted amounts under the terms of the previous agreement, Agency staff disagreed, and the dialogue began between both parties.

Don Schwartz, City of Rohnert Park, asked what assurance the Agency had that Sonoma Compost would pay the full amount under the agreement.

Mr. Carter replied that Sonoma Compost would be in default of the agreement if they failed to pay the Agency, and that the Agency had additional remedies to be made whole in that event.

Mr. Schwartz wished to make approval of the amendment contingent upon receipt of the full revenue sharing amount.

Public Comments

Roger Larsen questioned whether the fire safety was impacted by the increased pile size.

Mr. Mikus replied that there was no added fire danger.

Pam Davis, Sonoma Compost Company, mentioned that this equipment purchase had been discussed some months previously, and was something Sonoma Compost was willing to stop pursuing as the previous discussions did not seem palatable to the Board. The reason it has been brought back up at this meeting is to reduce the amount of water generated by the compost site. Initially the windrow turner purpose was to take pressure off the site, now the discussion is to reduce the compost site footprint to improve water issues on the site. Regarding the revenue sharing provision, Sonoma Compost recognizes that there was a mistake, that Sonoma Compost signed the agreement, and that it is bound by that agreement, regardless of the mistake. Regarding the fire danger, the active windrows do experience fires, as they are turned on a regular basis, and the Rancho Adobe Fire Department has reviewed information about the larger windrows and did not have an issue with them. Sonoma Compost, at its own expense, hired Fire Cause Analysis to do a thorough, third party review of the fire danger at the site for pile sizes even larger than proposed and the review did not raise major issues.

Chair Wood asked how long it would take to secure this piece of equipment.

Ms. Davis replied that windrow turners have already been tested on the site, and the specific piece of equipment has been selected. The exact lead time was unknown, but Sonoma Compost was willing to enter into a contingent agreement if the amendment was approved.

Board Discussion

Chair Wood asked whether there was a cap to the foregone revenue if there was a future spike in revenue.

Mr. Mikus replied that it was not in the existing amendment, but could be added if the Board wished it. Mr. Mikus pointed out that regardless of the revenue sharing, the Agency is still experience reduced expenses as a result of this new amendment, and that does not change with this amendment.

Mr. Barbose agreed that the revenue sharing cap was a good idea.

Ms. Phillips asked how there was a difference in the budgeted amount for revenue sharing vs. the actual amount.

Mr. Carter replied that the purpose of the new agreement with Sonoma Compost was to minimize the net amount paid to Sonoma Compost at the expense of revenue sharing, so the budget amounts were estimates under those assumptions, and once the data was received from Sonoma Compost, the amounts were much greater than those assumptions.

Mr. St. John motioned to table this amendment until August, with direction to staff to provide more information on what the revenue the Agency would be giving up, with a cap on revenue given up not to exceed the cost of the equipment and with the amendment containing a provision of who owned the equipment at the end of the term.

Mr. St. John mentioned that there are other discussions taking place that could have an impact on this issue. Mr. St. John did not want his motion to be interpreted as casting a negative light on the Agency's Zero Discharge Plan.

Debora Fudge disagreed with tabling the issue, as that would send a bad message of inaction of the Agency's part to the NCRWQCB from the very first step.

Ms. Zane asked whether there anything that would prevent Sonoma Compost from doing this action unilaterally.

Chair Wood commented that this was an Agency proposal to Sonoma Compost to help solve a problem together.

Chair Wood asked for second to the motion. There was no second.

Mr. Barbose moved to adopt the proposed amendment with the following change: continue to audit the revenue stream after the Agency has foregone the right to receive it, and when the amount of revenue foregone reaches the cost of the equipment, the revenue sharing would resume that we would have received under the existing agreement, with the understanding that Sonoma Compost keeps the equipment.

Bob Cox, City of Cloverdale, seconded the motion.

Chair Wood added that how this action is perceived by the NCRWQCB is very important. Inaction on this item could have a negative impact on the entire plan.

Susan Harvey, City of Cotati, strongly agreed with Chair Wood and Member Fudge regarding the amount of effort to produce this plan and the message it sends if this item is not approved.

Ms. Phillips concurred with fellow members supporting the plan, and pointed out that Sonoma Compost was only liable for the first \$50,000 of cost related to environmental law or regulation changes, so the Agency would be liable for this purchase regardless.

Chair Wood requested staff bring back the financial information at the next meeting.

Ms. Zane suggested that at some point the revenue stream should be independently audited.

Mr. St. John stated that he could not support the amendment as it stands.

Mr. Barbose asked what the problem with the language was in the amendment.

Mr. St. John responded that there may be a way to reduce the incoming material by 20% without this amendment.

Janet Coleson, Agency Counsel, interjected that this item was listed as a unanimous vote, but she does not agree with the assertion. She stated that this was not a capital expenditure greater than \$50,000, and so a majority vote is all that is required.

After discussion, Chair Wood called for a vote on the motion.

The motion passed on a 9-1-0-0 vote.

Cloverdale- Aye

Cotati- Aye

County- Aye

Healdsburg- Aye

Petaluma- No
Sonoma – Aye

Rohnert Park- Aye
Windsor- Aye

Santa Rosa- Aye

Sebastopol- Aye

AYES -9-

NOES -1-

ABSENT -0-

ABSTAIN -0-

Ms. Zane reiterated her request that an independent audit of the revenue sharing be discussed at a future meeting.

11. **Recycling Market Development Zone Renewal**

Mr. Carter reported that the members of the Agency are part of a recycling market development zone which includes all of Sonoma, Napa, and Lake Counties. The program provides low interest loans to businesses engaged in creating products from recycled materials or by adding value to recycled material to make them more easily made into recycled products. This item requests the Board approve of the renewal on behalf of all Agency members in that zone.

Board Questions

None

Public Comments

None

Board Discussion

Mr. Barbose motioned to approve of resolution to include the County of Sonoma and incorporated cities within Sonoma County in the renewal of the Sonoma/Mendocino/Lake Recycling Market Development Zone. Ms. Zane seconded the motion.

The motion passed unanimously.

Cloverdale- Aye
Petaluma- Aye
Sonoma – Aye

Cotati- Aye
Rohnert Park- Aye
Windsor- Aye

County- Aye
Santa Rosa- Aye

Healdsburg- Aye
Sebastopol- Aye

AYES -10-

NOES -0-

ABSENT -0-

ABSTAIN -0-

12. **Attachments/Correspondence:**

12.1 Reports by Staff and Others:

12.1.a July 2014 and August 2014 Outreach Events

12.1.b Reusable Bags Event

12.1.c Draft Amended JPA Agreement

13. **Board member Comments**

Ms. Phillips asked whether the draft amended JPA was intended to be brought before individual Councils for feedback or approval.

Mr. Mikus replied that the Board is seeking approval.

Chair Wood acknowledged the significant effort that was put forth to create a Zero Discharge Plan by staff and consultants.

Chair Wood also suggested that if the Board held workshops or strategic planning sessions in the future, the form of the minutes should be decided in advance as a matter of policy.

14. Staff Comments

None

15. Next SCWMA meeting: August 20, 2014

16. Adjourn

The meeting was adjourned at 11:24 AM.

Submitted by
Patrick Carter



Agenda Item #: **7.2**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **8/20/2014**

ITEM: **Fiscal Year 2013-14 Year End Financial Report**

I. BACKGROUND

In accordance with the requirement contained in the Joint Powers Agreement that the Agency Board of Directors receive quarterly financial reports, this report contains information about Agency operations, all receipts to, and disbursements from, the Agency for Fiscal Year 13-14.

II. DISCUSSION

This report, using information from the County accounting system (FAMIS) for revenues and expenditures, contains the actual amounts spent or received to date, accounts payable and receivable, the approved budget and the difference between the approved budget and the actual revenues/expenditures.

Included in this financial report are accounts payable and accounts receivable. Accounts payable are invoices that are expected to be paid after the close of the fiscal year for services received prior to June 30, 2014, the end of the fiscal year. Accounts receivable are revenues anticipated for work and/or services performed by the Agency prior to the end of the fiscal year. By including the accounts payable and receivable as well as the reserve balances, this report serves as a year-end financial statement.

Revenues

1. State-Other is grant funding that has not been released from the holding account in the County system. All of the SCWMA grant awards go into a holding account with the Fiscal Division, a division of the Auditor's/Controller's. When the planned and approved work has been completed, a release request is sent to the Fiscal Division for processing. Until the processing is complete, the State-Other sub-object for that particular grant work is considered unearned. The grant funds in the holding account appear as liabilities in the general ledger until they are spent. In this case, significant amounts from the City/County Payment Program were not expended and therefore were not realized as revenues.
2. Tipping Fee Revenues were \$376,247 more than budgeted due to more tons of yard debris and garbage received than expected.
3. Sale of Material was \$158,456 greater than budget estimates due to the unanticipated revenue sharing amount related to the Sonoma Compost Company agreement.
4. Donations/Reimbursements are \$210,522 higher than budgeted. This was due in large part to the amount due from Sonoma Compost Company to reimburse the Agency for utilities and additional funds due related to revenue sharing.

Expenditures

The one expenditure sub-object significantly over budget is Office Expense. These expenditures

are related to general program expenses. There were two Agency workshops which included meals and additional supplies for Board members and staff, a significant number of printing charges related to mandatory commercial recycling and general education activities, and unexpected communication charges related to the upcoming switch throughout the County to Voice over Internet phone services.

A number of expenditure sub-objects are significantly under budget.

1. Professional Services consists of two sets of grants, the Oil Payment Program and the City/County Payment Program. Funds for these grants are held in advance and are not realized as revenue until the SCWMA posts expenditures against those revenues.
2. Contract Services include agreements between the Agency and service providers. There was a significant decrease in cost for the Clean Harbors agreement due in large part to the implementation of the PaintCare program. The composting program (including material hauling) was lower than budget estimates. There were a number of projects in the Organics and Contingency Reserves, such as the Waste Characterization Study and improvements to the compost facility, that were budgeted but continue into FY 14-15. For all of the Agency's cost centers, this sub-object was \$649,626 under budget.
3. Administration Costs consist of reimbursements to the County for staffing services. The Waste Management Specialist position was vacant for FY 13-14, which resulted in reduced administration costs. This sub-object was \$100,129 under budget.
4. Engineering Services were anticipated in the FY 13-14 Budget for permitting of improvements to the compost facility. However, the costs were not fully realized as some aspects of the project were not realized in FY 13-14.
5. Legal Services were \$14,050 under budget due to less use of Agency Counsel than expected, specifically related to the carryout bag program.

III. FUNDING IMPACT

In summary, the revenues were \$675,335 greater than budgeted and the expenditures were anticipated to be \$868,467 under budget. The FY 13-14 Budget had been balanced through the expected use of nearly \$650,000 from reserves, which would have resulted in a net cost of \$812,798. However, the combination of increase revenues and lower than expected expenditures resulted in a net gain of \$731,004.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the FY 13-14 Year-End Financial Report on the Consent Calendar.

V. ATTACHMENTS

FY 13-14 Year End Financial Report

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

**FY 13-14 Year End Financial Report
Sonoma County Waste Management Agency**

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

A. Summary

	Adjusted FY 13-14 Budget	FY 13-14 Actual	Over/(Under) Budget
Total Revenues	5,563,593	6,238,928	675,335
Total Expenditures	6,376,391	5,507,924	(868,467)
Net Cost	812,798	(731,004)	(1,543,802)

B. Summary of Revenues

	Budget FY 13-14	Actual FY 13-14	Over/(Under) Budget
Interest on Pooled Cash	47,175	56,047	8,872
Interest Earned	0	0	0
State-Other	285,473	211,268	(74,205)
Tipping Fee Revenue	4,675,400	5,051,647	376,247
Prior Year Revenue	0	443	443
Sale of Material	15,000	173,456	158,456
Miscellaneous Revenue	5,000	0	(5,000)
Donations/Reimbursement	379,050	589,572	210,522
OT-Within Enterprise	156,495	156,495	0
ISD Replacement	0	0	0
Total Revenues	5,563,593	6,238,928	675,335

C. Summary of Expenditures

	Budget FY 13-14	Actual FY 13-14	Over/(Under) Budget
Communications	0	(728)	(728)
Unclimable Communications	0	364	364
Liability Insurance	9,689	10,205	516
Memberships	5,650	4,000	(1,650)
Miscellaneous Expenses	5,000	0	(5,000)
Office Expense	16,850	31,022	14,172
Postage	0	2,852	2,852
Professional Services	237,223	195,766	(41,457)
County Services	17,501	16,356	(1,145)
Contract Services	4,832,635	4,183,009	(649,626)
Administration Costs	800,483	700,354	(100,129)
Engineering Services	87,500	22,490	(65,010)
Legal Services	62,000	47,950	(14,050)
Accounting Services	9,946	12,228	2,282
Audit Services	21,000	21,293	293
Advertising	12,000	9,163	(2,837)
Equipment Rental	2,460	2,396	(64)
Rents/Leases	36,625	35,235	(1,390)
Enforcement Agency	35,400	29,631	(5,769)
Professional Development	1,500	0	(1,500)
Tuition/Textbook	2,400	0	(2,400)
County Car Expense	3,000	1,226	(1,774)
Travel Expense	0	0	0
Unclaimable County	0	90	90
Data Processing	18,310	18,510	200
Data Processing-Supplemental	0	5,293	5,293
ISD Desktop Modernization	0	0	0
OT-Within Enterprise	156,495	156,495	0
OT-Between Enterprise	2,724	2,724	0
Total Expenditures	6,376,391	5,507,924	(868,467)

D. Summary of Net Costs

	Budget FY 13-14	Actual FY 13-14	Over/(Under) Budget
Net Cost	812,798	(731,004)	(1,543,802)

Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Wood Waste Detail

799114

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	301	1,002	701
2901	Tipping Fee Revenue	170,850	218,545	47,695
4020	Sale of Material	5,000	48,048	43,048
4102	Donations/Reimbursement	5,000	49,000	44,000
Total Revenues		181,151	316,595	135,444

Notes on Revenues: more material than budgeted was received by the compost facility, resulting in revenues exceeding budget expectations. The revenue sharing clause of the agreement with Sonoma Compost produced significantly higher amounts of revenue shared than projected.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6103	Liability Insurance	291	306	15
6400	Office Expense	0	1	1
6521	County Services	525	490	(35)
6540	Contract Services	160,148	151,686	(8,462)
6573	Administration Costs	6,752	14,984	8,232
6629	Accounting Services	955	1,202	247
6630	Audit Servies	500	500	0
7400	Data Processing	3,210	3,210	0
Total Services and Supplies		172,381	172,379	(2)
8624	OT-Within Enterprise	8,317	8,317	0
8648	ISD Replacement	454	454	0
Total Other Charges		8,771	8,771	0
Total Expenditures		181,152	181,150	(2)

Notes on Expenditures: Expenditures in this cost center closely matched budget expectations.

Net Cost	1	(135,445)	(135,446)
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Notes on Net Cost: Higher than anticipated revenues contributed to a net gain of \$135,445 in this cost center.

Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Yard Debris Detail

799213

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	4,537	8,017	3,480
2901	Tipping Fee Revenue	3,106,300	3,192,359	86,059
4030	Sale of Material	10,000	130,092	120,092
4102	Donations/Reimbursement	5,000	172,926	167,926
Total Revenues		3,125,837	3,503,394	377,557

Notes on Revenues: In the Tipping Fee revenue slightly more material than budgeted was received by the compost facility, in general. However, a greater amount of material than expected was received from the other transfer stations which have a \$2.10 higher tip fee, resulting in revenues exceeding budget expectations. Sale of Material and Donations/Reimbursement: The revenue sharing clause of the agreement with Sonoma Compost produced significantly higher amounts of revenue shared than projected.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6040	Communications	0	(104)	(104)
6049	Unclaimable Communications	0	52	52
6104	Liability Insurance	5,814	6,123	309
6400	Office Expense	2,000	2,964	964
6521	County Services	10,500	9,814	(686)
6540	Contract Services	2,873,100	2,765,060	(108,040)
6573	Administration Costs	210,374	270,582	60,208
6590	Engineering Services	0	0	0
6610	Legal Services	5,000	4,271	(729)
6629	Accounting Services	4,588	5,776	1,188
6630	Audit Services	5,000	5,000	0
6820	Rents/Lease - Equipment	2,460	2,396	(64)
7062	Enforcement Agency Fee	35,000	29,288	(5,712)
7110	Professional Development	1,500	0	(1,500)
7130	Textbook/Tuition	600	0	(600)
7301	County Car	3,000	1,226	(1,774)
7309	Unclaimable County	0	90	90
7400	Data Processing	5,470	5,470	0
Total Services and Supplies		3,164,406	3,108,008	(56,398)
8624	OT-Within Enterprise	140,523	140,523	0
8648	ISD Replacement	908	908	0
Total Other Charges		141,431	141,431	0

Total Expenditures		3,305,837	3,249,439	(56,398)
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Notes on Expenditures: Expenditures in the Contract Services sub-object include payment to Sonoma Compost Company, transport of organics from the transfer stations to the compost site, utilities, and the agreement with UCCE. During the course of the Fiscal Year, funds were added to this sub-object related to compost operations and the Zero Discharge Project. These projects are ongoing, and were not all completed during FY 13-14, resulting is lower than budgeted expenditures.

Administration Costs were higher than budget estimates due to the larger than expected level of staff time required related to the composting operations.

Net Cost		180,000	(253,955)	(433,955)
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Notes on Net Cost: Due to greater than expected revenues and lower than expected expenditures, this cost center experienced a net gain of \$253,955.

Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Household Hazardous Waste Detail

799312

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	1,743	4,105	2,362
2500	State-Other	150,473	148,366	(2,107)
2901	Tipping Fee Revenue	1,174,530	1,378,027	203,497
3980	PY Revenue	0	443	443
4102	Donations/Reimbursement	341,442	335,157	(6,285)
4624	OT-Within Enterprise	0	0	0
Total Revenues		1,668,188	1,866,098	197,910

Notes on Revenues: Tipping Fee Revenues were greater than expected due to a change in the basis of how the County distributes these funds to the Agency. Agency staff, under the previous accounting basis, had predicted payment for fewer tons of material than were received.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6040	Communications	0	(208)	(208)
6049	Unclaimable Communications	0	104	104
6104	Liability Insurance	2,955	3,113	158
6280	Memberships	5,500	4,000	(1,500)
6400	Office Expense	2,000	2,389	389
6500	Professional Services	134,991	133,291	(1,700)
6521	County Services	5,338	4,989	(349)
6540	Contract Services	1,240,800	1,083,734	(157,066)
6573	Administration Costs	213,889	237,129	23,240
6610	Legal Services	5,000	819	(4,181)
6629	Accounting Services	2,201	2,771	570
6630	Audit Services	7,500	7,500	0
6785	Advertising	12,000	9,163	(2,837)
6840	Rents/Leases-Building	30,000	29,525	(475)
7062	Enforcement Agency	400	343	(57)
7130	Textbook/Tuition	600	0	(600)
7400	Data Processing	3,210	3,210	0
Total Services and Supplies		1,666,384	1,521,872	(144,512)
8624	OT-Within Enterprise	1,350	1,350	0
8648	ISD Replacement	454	454	0
Total Other Charges		1,804	1,804	0
Total Expenditures		1,668,188	1,523,676	(144,512)

Notes on Expenditures: Contract Services were significantly below budgeted amounts, due in large part to decreased paint receipt attributable to the PaintCare program, and less medicine received due to the Safe Medicine Program. Overall, the Agency saw a slight drop in participation with the HHW program. Administration Costs were slightly higher than anticipated, due to more staff time than expected advertising for E-Waste and HHW program events.

Net Cost		0	(342,422)	(342,422)
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Notes on Net Cost: Due to higher than anticipated revenues and lower than expected expenditures, the Agency experienced a net gain of \$342,422 in this cost center.

Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Education Detail

799411

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	485	2,214	1,729
2500	State-Other	135,000	62,902	(72,098)
2901	Tipping Fee Revenue	188,764	221,732	32,968
4020	Other Sales	0	(4,684)	(4,684)
4040	Miscellaneous Revenue	5,000	0	(5,000)
4102	Donations/Reimbursement	23,294	26,098	2,804
Total Revenues		352,543	308,262	(44,281)

Notes on Revenues: Tipping Fee Revenues were greater than expected due to a change in the basis of how the County distributes these funds to the Agency.

State-Other revenues were lower than budget estimates due to fewer Beverage Container grant program expenditures than expected.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6040	Communications	0	(416)	(416)
6049	Unclaimable Communications	0	208	208
6103	Liability Insurance	581	612	31
6280	Memberships	150	0	(150)
6300	Miscellaneous Expense	5,000	0	(5,000)
6400	Office Expense	10,850	19,139	8,289
6500	Professional Services	102,232	62,475	(39,757)
6521	County Services	1,050	981	(69)
6540	Contract Services	28,014	19,834	(8,180)
6573	Administration Costs	164,467	96,316	(68,151)
6610	Legal Services	20,000	23,171	3,171
6630	Accounting Services	1,819	2,290	471
6642	Audit Services	3,000	3,000	0
6840	Rents/Leases-Equipment	6,625	5,710	(915)
7130	Textbook/Tuition	1,200	0	(1,200)
7400	Data Processing	3,210	3,410	200
7415	Data Processing Supplemental	0	5,293	5,293
Total Services and Supplies		348,198	242,023	(106,175)

8624	OT-Within Enterprise	3,891	3,891	0
8648	ISD Replacement	454	454	0

Total Other Charges		4,345	4,345	0
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Total Expenditures		352,543	246,368	(106,175)
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Notes on Expenditures: Professional Services expenditures were below budget estimates due the under-use of the Beverage Container Grant resources.

Administration Costs were lower than expected due to a staff vacancy.

Net Cost		0	(61,894)	(61,894)
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Note on Net Cost: Due to lower than expected expenditures, the Education Cost Center experience a net gain of \$61,894.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Diversion Detail**

799510

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	0	0	0
1701	Interest Earned	0	0	0
Total Revenues		0	0	0

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
8624	OT-Within Enterprise	0	0	0
Total Other Charges		0	0	0
Total Expenditures		0	0	0
Net Cost		0	0	0

There were no revenues or expenditures in this cost center.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Planning Detail**

799619

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	20	190	170
2901	Tipping Fee Revenue	34,956	40,984	6,028
4102	Donations/Reimbursement	4,314	4,831	517
Total Revenues		39,290	46,005	6,715

Notes on Revenues: Tipping Fee Revenues were greater than expected due to a change in the basis of how the County distributes these funds to the Agency.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6103	Liability Insurance	48	51	3
6521	County Services	88	82	(6)
6573	Administration Costs	21,693	2,769	(18,924)
6610	Legal Services	10,000	0	(10,000)
6629	Accounting Services	383	189	(194)
6630	Audit Services	1,000	1,293	293
7400	Data Processing	3,210	3,210	0
Total Services and Supplies		36,422	7,594	(28,828)
8624	OT-Within Enterprise	2,414	2,414	0
8640	OT-Between Enterprise	454	454	0
Total Other Charges		2,868	2,868	0

Total Expenditures		39,290	10,462	(28,828)
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Notes on Expenditures: Administration Costs were lower than budget expectations due to reclassifying time spent on the carryout bag ordinance to the Education Cost Center instead of the Planning Cost Center.
Legal Services were not needed in this cost center.

Net Cost		0	(35,543)	(35,543)
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Note on Net Cost: Slightly higher than expected revenues and lower than expected expenditures resulted in a net gain of \$35,543.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Organics Reserve Detail**

799221

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	32,570	32,252	(318)
4102	Donations/Reimbursement	0	60	60
4624	OT-Within Enterprise	148,840	148,840	0
Total Revenues		181,410	181,152	(258)

Note on Revenues: Revenues closely matched budget estimates.

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6400	Office Expense	0	53	53
6540	Contract Services	392,088	72,041	(320,047)
6573	Administration Costs	76,544	35,555	(40,989)
6590	Engineering Services	87,500	22,490	(65,010)
6610	Legal Services	10,000	5,597	(4,403)
6630	Audit Services	2,500	2,500	0
Total Services and Supplies		568,632	138,236	(430,396)

Total Expenditures		568,632	138,236	(430,396)
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Note on Expenditures: Contract Services were lower than budget estimates, as much of this work is related to the Zero Discharge Project and Waste Characterization Study, and both projects are continue into FY 14-15.

However, the reimbursement to Republic Services for approximately \$67,000 is a FY 13-14 expense that is occurring in FY 14-15, and will require an adjustment to the General Ledger.

Administration Costs were lower than budget predictions.

Engineering Services have been below the adjusted budget estimates due to projects that span Fiscal Years.

Net Cost		387,222	(42,916)	(430,138)
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Note on Net Cost: This report shows a net gain of \$42,916 in this cost center. However, due to the adjustment to the General Ledger to reimburse Republic Services, the actual net cost will be approximately \$24,000.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
HHW Closure Reserve Detail**

799320

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	408	403	(5)
Total Revenues		408	403	(5)

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
8624	OT-Within Enterprise	0	0	0
Total Other Charges		0	0	0

Total Expenditures		0	0	0
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Net Cost		(408)	(403)	5
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Revenues and Expenditures closely matched budget estimates.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
HHW Facility Reserve Detail**

799338

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	6,141	6,068	(73)
4624	OT-Within Enterprise	1,350	1,350	0
Total Revenues		7,491	7,418	(73)

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
8624	OT-WITHIN ENTERPRISE	0	0	0
TOTAL OTHER CHARGES		0	0	0
TOTAL EXPENDITURES		0	0	0
Net Cost		(7,491)	(7,418)	73

Revenues and Expenditures closely matched budget estimates.

**Fourth Quarter 13-14 Revenue and Expenditure Summary and Projection
Contingency Reserve Detail**

799718

Revenues

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
1700	Interest on Pooled Cash	970	1,796	826
1701	Interest Earned	0	0	0
4624	OT-Within Enterprise	6,305	6,305	0
Total Revenues		7,275	8,101	826

Expenditures

Sub-Object	Description	Budget FY 13-14	Actual FY 13-14	Over/ (Under) Budget
6400	Office Expense	2,000	6,476	4,476
6410	Postage	0	2,852	
6540	Contract Services	138,485	90,654	(47,831)
6573	Administration Costs	106,764	43,019	(63,745)
6610	Legal Services	12,000	14,092	2,092
6630	Audit Services	1,500	1,500	0
Total Services and Supplies		260,749	158,593	(105,008)

8624	OT-Within Enterprise	0	0	0
Total Other Charges		0	0	0

Total Expenditures		260,749	158,593	(102,156)
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Notes on Expenditures: Contract Services expenditures were lower than budget estimates because while funds for the Waste Characterization Study were entirely allocated in FY 13-14, the actual work spans into FY 14-15. Administrative Costs were under budget due to less staff time required to manage the Waste Characterization Study than anticipated.

Net Cost		253,474	150,492	(102,982)
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Notes on Net Cost: The actual net cost to the Contingency Cost Center was \$150,492 in FY 13-14.

SCWMA Fund Balance Comparison of FY 13-14 at Year End to Approved FY 14-15 Budget

		Actual FY 12-13	Budgeted FY 13-14	Actual FY 13-14	Approved FY 14-15
Wood Waste					
	Beginning Fund Balance	230,637	160,600	160,600	296,045
	Revenues	290,026	181,151	316,595	181,967
	Expenditures	(360,063)	(181,151)	(181,150)	(341,851)
	Ending Fund Balance	160,600	160,600	296,045	136,161
Yard Debris					
	Beginning Fund Balance	1,017,320	1,229,816	1,229,816	1,483,771
	Revenues	3,412,942	3,125,837	3,503,394	3,303,010
	Expenditures	(3,200,446)	(3,125,837)	(3,249,439)	(3,907,447)
	Ending Fund Balance	1,229,816	1,229,815	1,483,771	879,334
Household Hazardous Waste					
	Beginning Fund Balance	(50,098)	297,551	297,551	639,973
	Revenues	1,941,898	1,668,188	1,866,098	1,576,766
	Expenditures	(1,594,249)	(1,668,188)	(1,523,676)	(1,756,821)
	Ending Fund Balance	297,551	297,551	639,973	459,918
Education					
	Beginning Fund Balance	43,452	120,247	120,247	182,141
	Revenues	414,388	352,543	308,262	431,445
	Expenditures	(337,592)	(352,543)	(246,368)	(577,459)
	Ending Fund Balance	120,247	120,247	182,141	36,127
Diversion					
	Beginning Fund Balance	727	0	0	0
	Revenues	0	0	0	0
	Expenditures	(727)	0	0	0
	Ending Fund Balance	0	0	0	0
Planning					
	Beginning Fund Balance	27,036	21,838	21,838	57,381
	Revenues	22,900	39,290	46,005	39,461
	Expenditures	(28,097)	(39,290)	(10,462)	(67,660)
	Ending Fund Balance	21,838	21,838	57,381	29,183
Organics					
	Beginning Fund Balance	4,971,498	5,489,564	5,489,564	5,532,480
	Contributions	663,517	181,410	181,152	346,925
	Uses	(145,451)	(151,544)	(138,236)	(880,327)
	Ending Fund Balance	5,489,564	5,519,430	5,532,480	4,999,078
HHW Closure					
	Beginning Fund Balance	60,365	68,153	68,153	68,556
	Contributions	7,788	408	403	412
	Uses	0	0	0	0
	Ending Fund Balance	68,153	68,561	68,556	68,968
HHW Facility					
	Beginning Fund Balance	1,611,812	1,026,354	1,026,354	1,033,772
	Contributions	12,571	7,491	7,418	146,486
	Uses	(598,029)	0	0	(26,266)
	Ending Fund Balance	1,026,354	1,033,845	1,033,772	1,153,992
Contingency					
	Beginning Fund Balance	207,434	328,186	328,186	177,694
	Contributions	273,909	7,275	8,101	177,659
	Uses	(153,157)	(177,264)	(158,593)	(95,070)
	Ending Fund Balance	328,186	158,197	177,694	260,283



Agenda Item #: **7.3**
Cost Center: **All**
Staff Contact: **Mikus**
Agenda Date: **8/20/2014**

ITEM: **Consultant Contract Extension**

I. BACKGROUND

The initial efforts to work to achieve Zero Discharge at the compost facility contemplated a fairly rapid construction project to provide a large pond for water storage. Stu Clark of DEI was retained to assist Agency staff in this effort. Because of the time-sensitivity of this project, Mr. Clark was initially retained for expense up to \$5,000 under the Executive Director's signing authority and the concurrence of the Board's Executive Committee. The Board approved retaining Mr. Clark for continued work on the project with additional expenditure of \$39,000 to cover his services through August 2014. As our Zero Discharge efforts evolved, it became clear the pond could not be built quickly and work on putting together a Zero Discharge Plan took shape. Mr. Clark has been a vital part of that effort.

Mr. Clark's work has been exemplary and his efforts quite key to the milestones achieved thus far.

II. DISCUSSION

Per the estimate for his services Mr. Clark's work has expended the amount allocated thus far. Even though the Zero Discharge Plan has been completed and submitted to the NCRWQCB the project is ongoing. Staff wishes to continue to retain Mr. Clark's services. As similar not to exceed budget for \$39,000 which is expected to cover efforts for another quarter is recommended.

III. FUNDING IMPACT

Project funding would need to be allocated from the Organics Reserve. The FY 13-14 estimated year-end balance is \$5,534,680, which is sufficient to accommodate this expenditure.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board approve extending the initial agreement with Stu Clark of DEI with an additional \$39,000 fund allocation, and approve the fund transfer from the Organics Reserve for the project.

V. ATTACHMENTS

Appropriations Transfer

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

**SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS**

Resolution No. 2014-

District Name: Sonoma County Waste Management Agency (JPA)
Address: 2300 County Center Dr., Suite B-100
Santa Rosa, CA 95403
Phone: 565-3687
FY: 2014-15

Auditor's Office Use Only

DOCUMENT #

BATCH #

BATCH DATE

	FUND	DEPARTMENT	ACCOUNT	PROJECT	AMOUNT
TO:	78103	66110300	51803	Compost Site Operations	\$39,000
FROM:	78103	66110300	47101	Compost Site Operations	\$39,000

WHEREAS, it has become necessary to retain the services of DEI for consulting assistance regarding the formulation and management of a Zero Discharge Plan related to composting operations at the Central Disposal Site; and

WHEREAS, these additional expenditures were not anticipated and, therefore, not budgeted in the Sonoma County Waste Management Agency budget for FY 14-15; and

WHEREAS, it is necessary to appropriate funds from the Organics Reserve to cover the unanticipated expenditures.

NOW, THEREFORE, BE IT RESOLVED, the County Auditor is hereby authorized and directed to make all necessary operating transfers and the above transfer within the authorized budget of the Sonoma County Waste Management Agency (JPA).

The foregoing resolution was introduced by DIRECTOR (x) TRUSTEE ()

_____, who moved its adoption, seconded by

_____, and adopted on roll call by the following vote:

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Cox, Cloverdale	Harvey, Cotati	Zane, County	Wood, Healdsburg	St. John, Petaluma
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McArthur, Rohnert Park	Ours, Santa Rosa	Kelly, Sebastopol	Barbose, Sonoma	Fudge, Windsor

WHEREUPON, the Chairperson declared the foregoing resolution adopted, and SO ORDERED.

Date: August 20, 2014

Attested: Patrick Carter

Signature: _____
Secretary/Clerk of the Board

Signature: _____
Jim Wood, Chairperson



Agenda Item #: **7.4**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **8/20/2014**

ITEM: **2014 Biennial Review of Conflict of Interest Code**

I. BACKGROUND

The Political Reform Act requires every local government agency review its conflict-of-interest code biennially. The Agency adopted a conflict-of-interest code June 17, 1992 with Resolution No. 92-007. The code has been reviewed every two years since that time.

The last review was August 18, 2012 and there have been no modifications since.

II. DISCUSSION

There have been no changes to the number or type of positions and the designations have remained the same. No positions have been deleted and no titles have been changed.

The deadline for completing the biennial review and submitting it to the County Clerk is October 1, 2014.

III. FUNDING IMPACT

There is no direct funding impact to the Agency.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approving the review process and authorizing the Executive Director's signature on the notice reaffirming the amended Conflict of Interest Code.

V. ATTACHMENTS

Amended Conflict of Interest Code
2014 Local Agency Biennial Notice

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

RESOLUTION NO. 92-007

Dated: June 17, 1992

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
("AGENCY") AMENDING RESOLUTION NO. 92-003 CONCERNING THE
ADOPTION OF A CONFLICT OF INTEREST CODE

WHEREAS, the Agency adopted a conflict of interest code pursuant to Resolution No. 92-003 dated April 15, 1992; and

WHEREAS, Appendix A listing the designated employees needs to be revised to reflect that public officials specified in Government Code section 87200 are required to file statements of economic interest;

NOW, THEREFORE, BE IT RESOLVED THAT the Appendix A currently attached to Resolution No. 92-003 shall be replaced with the Appendix A attached hereto.

MEMBERS:

<u>Aye</u> Sonoma	<u>Aye</u> County	<u>Aye</u> Cloverdale	<u>Aye</u> Cotati		
<u>Absent</u> Santa Rosa	<u>Absent</u> Sebastopol	<u>Absent</u> Petaluma	<u>Aye</u> Healdsburg	<u>Aye</u> Rohnert Park	

AYES 6 NOES -0- ABSTAIN -0- ABSENT 3

SO ORDERED.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the Agency held on the 17th day of June, 1992, of which meeting all Members were duly notified, and at which meeting a quorum was present at all times and acting.

By: Karen Duncan
Clerk

SONOMA COUNTY WASTE MANAGEMENT AGENCY

Designated Positions:

Disclosure Category:

Members (including alternates)	1,2,3
Executive Director	1,2,3
Agency Counsel	1,2,3
Consultants	*

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Director’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX B

Disclosure Categories

Disclosure

- Category 1: Investments and business positions in business entities and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the Agency.
- Category 2: All investments and business positions in business entities and sources of income, which are subject to the regulatory authority of the Agency.
- Category 3: All interests in real property located within the jurisdiction that is or may be used as a disposal site, transfer station or resource recovery facility in which the designated employee provides planning or technical assistance or has enforcement branch responsibility.



Sonoma County Board of Supervisors
575 Administration Drive, Room 100A
Santa Rosa, CA 95403
Phone: 565.2241

DATE: July 1, 2014

DEPARTMENT: Sonoma County Agencies, Special Districts, Boards and Commissions

FROM: Roxanne Epstein, Chief Deputy Clerk of the Board, Sonoma County Board of Supervisors

RE: 2014 Biennial Notice – Conflict of Interest Code Update

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. **No later than October 1, 2014** each agency must submit the enclosed biennial notice to the office of the County Board of Supervisors indicating whether or not an amendment is necessary. The notice should be mailed to:

County of Sonoma Board of Supervisors
Attn: Roxanne Epstein, Chief Deputy Clerk of the Board
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

If amendments to an agency's conflict of interest code are needed, the amended code should be approved by the agency's board of directors or commissioners prior to being forwarded to the Board of Supervisors for approval within **90 days of the biennial notice due date (December 30, 2014)**. The County Board of Supervisors is the code reviewing body for county agencies and other government agencies solely within the county. An agency's amended code is not effective until it has been approved by the Board of Supervisors. Once the amended code is approved the agency will receive notice of the effective date of approval.

To learn more, the Fair Political Practices Commission (FPPC) offers free trainings available online at www.fppc.ca.gov. In addition, resources are available online on elements of a conflict of interest code. For questions, please contact the FPPC's advice line at (866) 275-3772.

2014 Local Agency Biennial Notice

Name of Agency: Sonoma County Waste Management Agency
Mailing Address: 2300 County Center Drive, Suite B-100, Santa Rosa, CA 95403
Contact Person: Patrick Carter Phone No: (707) 565-3687
E-Mail: patrick.carter@sonoma-county.org

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one box):

☐ **An amendment is required. The following amendments are necessary:**

(Mark all that apply.)

- ☐ Include new positions (including consultants) that must be designated
- ☐ Revise disclosure categories
- ☐ Revise the titles of existing positions
- ☐ Delete positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) _____

☐ **The code is currently under review by the code reviewing body.**

☒ **No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

Verification

This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

8/20/2014

Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:
(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC



Agenda Item #: 8
Cost Center: Organics
Staff Contact: Mikus
Agenda Date: 8/20/2014

ITEM: **Compost Zero Discharge Plan Update**

I. BACKGROUND

As part of new Waste Discharge Requirements (WDRs) for the Central Disposal Site, Adopted Order No. R1-2013-0003, issued by the North Coast Regional Water Quality Control Board (NCRWQCB) on March 14, 2013, the compost facility was subject to the requirement for, "...submittal of a plan and schedule to eliminate discharges of wastewater from the composting area to receiving waters." This plan and schedule submittal was required by May 15, 2013. On behalf of the SCWMA and the compost facility, such a plan was prepared by SCS Engineers and was submitted to NCRWQCB on May 15, 2013. Subsequently, through the balance of 2013, several iterations of review, comments, and questions by NCRWQB staff, and replies by the SCWMA and its consultant, occurred.

On March 18, 2014, via a letter to the County, NCRWQB staff provided additional input on the interim and long term plans and efforts of the SCWMA, and others, to reduce and ultimately eliminate the discharge of compost contact water and identified a number of areas where these plans and efforts would need to be enhanced during the interim period before zero discharge could be completely achieved with long term measures. The letter also set a compliance deadline of October 1, 2014.

In response, SCWMA prepared a Zero Discharge Plan that was submitted to NCRWQCB on July 11, 2014, which set forth several parallel tracks for compliance. This Zero Discharge Plan was submitted as a supplement to previous plan submittals and in response to the various communications with the NCRWQB including the March 18th letter. This Plan includes both interim measures to reduce discharge to the maximum extent practical and a meaningful plan and schedule to eliminate discharge through the longer-term components described in the document. An integrated project schedule for accomplishing the plan objectives was included and is provided in this agenda package.

II. DISCUSSION

Zero Discharge Plan Status: Once the Zero Discharge Plan was submitted, dialogue with NCRWQCB included questions and clarifications and submittal of additional information via meetings and written communications. The result has been that NCRWCB has issued a letter to the SCWMA on August 8, 2014 which provides detailed responses to each of the primary plan components as well as the plan as a whole. The letter also states the NCRWQCB's intent to develop a Time Schedule Order (TSO) incorporating the key elements, milestones, deliverables, and due dates presented in the Plan and provided in subsequent discussions. The TSO is also expected to include monitoring and reporting requirements and a description of potential enforcement consequences in the event of missed deadlines. The TSO is intended as a formal

mechanism to ensure compliance with the plan and schedule to cease all discharges of compost wastewater to receiving waters as presented in the Agency's Zero Discharge Plan and as contemplated in the WDRs.

Zero Discharge Plan Components:

Long Term Components:

- **Large Pond** - Design and build a large lined pond capable of storing enough storm contact water to ensure no discharge can occur
- **New Zero Discharge Facility** - Continue the process to select, design, and construct a new compost facility on a new site that includes zero discharge as one of the key site features

Outhaul Contingency Component:

- **Outhaul** - Have a 100% outhaul program in place that would require shutting the current site down and hauling materials to out of county facilities for processing

Interim Measures:

- Interim measures to reduce the volume of storm contact water generated and improve the quality of the reduced volume of water discharged:
 - **Pond Combination** - Combine the existing two small sediment ponds into one larger capacity pond (storage volume would be doubled)
 - **Reduced Footprint** - Reduce the compost working area that drains contact water by 18%, thus reducing the volume of water discharges
 - **Pump & Truck** - Pump and haul at least 60,000 gallons per day of contact water to waste water treatment plants while water is available in the pond(s)
 - **Expanded BMPs** - Expand Best Management Practices to improve water quality, such as installing additional sediment traps

Plan Framework: The Plan consists of three parallel project actions with separate timelines. They include building a large pond, or building a new site, or shutting the site completely and outhauling raw materials elsewhere for processing. The first two options aim to preserve the compost system for the community and have nearly equal time frames with expected completion near the end of 2016. The third path, complete outhaul, is designed as a contingency option to achieve Zero Discharge. The outhaul option will be available at any point in the development of the long-term plan components in case some action or occurrence with the first two options proves unacceptable or infeasible, either because of expense, practicality, time frame or other factors. Thus the Plan has layers of backup planning, and has been framed to give the greatest amount of flexibility in the timing of key decision points and assessments of progress.

New Pond Design and Construction: The Pond design is complete, and a cost estimate for the project has been prepared. Building a new large capacity pond is expected to include these costs components:

- | | |
|--|-------------|
| • CEQA compliance and Permitting | \$80,000 |
| • Purchase of habitat mitigation credits | \$910,000 |
| • Pond construction Including a "Class II" liner system
(liner cost is \$2.2 M) | \$5,885,823 |
| • Construction management, testing, and quality assurance | \$115,000 |

Total estimated cost: \$6,990,823

These costs would be further affirmed via the bid process to enter into agreement with a contractor for pond construction. ***Thus the decision on actually building the pond would be in abeyance until all the permitting work is in order and the procurement process with bids is done.***

CEQA & Habitat Mitigation Process: The SCWMA will be the lead agency for the CEQA process and is coordinating with the County of Sonoma Permit and Resource Management Department (PRMD) for technical support with the process. The projected timeframe required to complete the CEQA review process, absent legal challenges and other factors beyond the SCWMA's control, is between six to nine months.

A key component of the pond development has also been determining the proper path to follow for addressing the endangered species issue disclosed during initial CEQA research regarding the California Tiger Salamander. Based on multiple conversations with the United States Fish and Wildlife Service, which is the regulating agency, a Habitat Conservation Plan (HCP) must be compiled and submitted. The HCP would include mitigation for the disturbed habitat resulting from pond construction via purchase of credits as previously discussed at the Board's May meeting. Writing, submitting, and the approval process for the HCP are expected to take approximately one year.

Solid Waste Permit Revision: The current Solid Waste Permit, issued by CalRecycle via the Sonoma County Department of Health Services (known as the "Local Enforcement Agency", or LEA), would require a revision to reflect the new pond. This process would take approximately 6 months and be complete well within the time frame for the CEQA compliance work to finish.

New Site Selection: At the May Board meeting, a consulting engineering firm was selected to perform a preliminary, yet detailed, site design and a detailed construction cost estimate for the Central Alternative Site, which is the environmentally preferred choice as listed in the Final EIR. This work is scheduled for completion by early October, and is to be presented to the Board at the October meeting. This would allow the Board the opportunity to select a site and certify the Final EIR at the November Board meeting. Subsequent steps to building a new site would require SCWMA to have certainty that its operating term will be extended beyond the current end date of 2017. An amortization time span of a minimum 20 years, with at least 25 years preferred, is needed to manage construction and operating costs effectively. SCWMA cannot contact for any time frame beyond 2017 unless the SCWMA operating term is extended. To this end the Board recently reached consensus on asking the SCWMA member jurisdictions to consider an Amendment to the SCWMA JPA Agreement that, among other items, includes extending the SCWMA term. The Board recognized engaging in the amendment approval process for the earliest approval date possible would only enhance building a new compost facility as soon as possible.

Operation Shut-Down and Complete Outhaul: As a safety contingency, should the measures to prevent discharge of compost contact water be determined by the NCRWQCB to be unacceptable or by the SCWMA Board to be infeasible, the alternative compliance method is out haul of compost feedstock and finished products from the compost facility and the ceasing of composting operations at the site. The SCWMA Zero Discharge Plan provides that this contingency component will be available as an option either initially to be implemented by October 1, 2014, or subsequently at any point in the implementation of the Zero Discharge Plan should the plan or significant components of the plan be deemed infeasible or unacceptable. Should this contingency

option need to be implemented sometime after October 1, 2014, approximately four months would be required to complete the composting cycle for existing material and clear the site and fully transition to out haul. Outhaul is available at any time as the plan progresses in the unfortunate event continuing otherwise with the plan proves impossible. Competitive pricing has been collected for trucking and for processing fees at numerous sites. Because no single alternate processing site within reasonable/practical distance has available remaining capacity under their permit to take all our materials, a matrix of destination facilities has had to be employed to allow for finding the most cost efficient locations combined with trucking expenses.

Facility	Total Cost, TRG Alternate Proposal					
	Annapolis TS	Central	Guerneville TS	Healdsburg TS	Sonoma TS	Total
Redwood Landfill Compost Facility	\$ 17,367.76	\$ 2,997,147.42	\$ 261,554.73	\$ 1,164,426.51	\$ 905,239.82	\$ 5,345,736.24
Jepson Prairie Organics	\$ 17,661.67	\$ 3,118,372.57	\$ 258,400.94	\$ 1,139,436.36	\$ 783,451.49	\$ 5,317,323.03
Cold Creek Compost	\$ 12,726.63	\$ 2,743,151.88	\$ 197,427.57	\$ 764,965.65	\$ 825,596.67	\$ 4,543,868.38
City of Napa Compost Facility	\$ 17,385.05	\$ 2,910,558.03	\$ 248,014.44	\$ 1,092,508.29	\$ 707,333.79	\$ 4,975,799.60
WCCCSL Compost Facility	\$ 17,423.47	\$ 3,133,381.39	\$ 259,452.20	\$ 1,144,396.24	\$ 860,530.69	\$ 5,415,183.99
Baseline Costs	\$ 6,841.62	\$ 1,416,885.28	\$ 149,762.79	\$ 679,405.86	\$ 570,720.94	\$ 2,823,616.49
Least Cost, Feasible Scenario	\$ 17,367.76	\$ 2,997,147.42	\$ 248,014.44	\$ 964,696.08	\$ 707,333.79	\$ 4,934,559.48
Increase Cost Compared to Baseline	\$ 10,526.14	\$ 1,580,262.14	\$ 98,251.65	\$ 285,290.22	\$ 136,612.85	\$ 2,110,943.00

Interim Water Volume and Quality Improvement Measures: Several interim measures are being developed to reduce the amount of discharge or improve water quality to bridge the time span beginning this rain season until the large pond can be constructed and made operational, or a completely new site is built.

Pond Combination - The design for combining the two existing small ponds into a single large pond to double water storage capacity from 1 MG to approximately 2 MG is complete. At the July 16, 2014 Board meeting approval was granted to proceed with the project at a not to exceed cost of \$400,000. Multiple firms have been given design plans and specifications and asked to furnish SCWMA with price quotes. Prices and the contactor selection are expected to be reported at the August Board meeting.

Reduced Footprint - A further interim measure listed in the Plan is to reduce the amount of water generated by decreasing the compost facility work area approximately 18%. Two methods were identified in the Zero Discharge Plan to accomplish this: using a new windrow turner which would provide much improved efficient use of space, or reducing the amount of material processed via partial outhaul. At the July 16, 2014 meeting the Board approved a contract amendment with the compost facility contact operator, Sonoma Compost Company (SCC) that established a financial framework to purchase the new windrow turner, and pay for it within the remaining 2 ½ years of the contract.

However, SCWMA has learned that one member jurisdiction, the City of Petaluma, is independently assessing whether or not hauling their share of the compost raw materials, normally between 12 to 14% of the Central Compost Site's annual tonnage, is advantageous to them. Their City Council is to discuss the matter in early September; if their decision is to take their materials elsewhere a large part of the 18% target for site size reduction would be met. In addition, while the original time quoted by the manufacturer from order to delivery of a new windrow turner was at 10 weeks in early July, the manufacturer now has a production backlog so that the current new machine lead time is between 16 and 20 weeks. This puts the potential delivery of a new larger windrow turner well beyond the date needed to accomplish the

committed footprint reduction outlined in the Zero Discharge Plan. Thus between the uncertainty of the Petaluma decision on the location for taking their materials and the new machine lead time, we are recommending putting the purchase of the new machine on standby at this time and further recommending implementing the second option in the Plan which includes a combination of partial outhaul and use of the current windrow turner to decrease pile spacing to implement the 18% work space reduction by October 1.

Pump & Truck - Another interim measure is to pump and haul for treatment water collected in the sediment ponds. Last year this method was successful in diverting over 2 MG from discharge by taking it to the Laguna Waste Water Treatment Plant (LTP). Although we had hoped to increase the pump and haul capability for future winter rain seasons, we have learned that due to process limitations at the LTP this will not be possible. As an addendum to our Plan we have indicated we could commit to taking 60,000 GPD to East Bay Municipal Utilities District while there is captured water available in our ponds. However, efforts are also underway to find other more local plants capable of treating some portion of our contact water in order to maximize what can be diverted from discharge. Our intent is to have determined what other places, if any, can be used for water hauling and treatment destinations by mid September.

Expanded BMPs - Sonoma Compost Company has committed to employing additional "Best Management Practices" (BMP) for positive effect. These include adding additional new sediment trap structures in high drainage flow areas, and covering piles of finished material – including limiting run-on of water. These measures are to be in place by October 1, 2014.

Costs: Board members have expressed interest in examining a cost summary for the Zero Discharge Project. The expenditures already approved by the Board plus estimates for potential expenses for the different options are listed below.

<u>Expenses already committed:</u>	\$750,995	
Reimburse Republic, large pond design	\$67,995	
DEI consultant	\$83,000	
PRMD CEQA	\$80,000	
Engineering fine tune design	\$20,000	
Zero Discharge Plan contingencies	\$100,000	not to exceed
Combine small ponds	\$400,000	not to exceed
<u>Pond possible future expenses (rough estimates):</u>	\$6,910,823	
Large pond construction	\$5,885,823	
CTS mitigation	\$910,000	
Construction management, testing, QA	\$115,000	
<u>Other pertinent estimated costs</u>		
Partial outhaul 20%	\$180,000	per year
Total outhaul	\$2,082,138	per year

Annual pump & haul budget

\$750,000 per year

III. FUNDING IMPACT

Additional project funding would need to be allocated from the Organics Reserve Account. The FY 14-15 estimated year-end balance is \$4,250,283. This balance reflects previously budgeted and committed costs for the Zero discharge project as outlined above. However, this figure does not include any potential expenses from partial or complete outhaul.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

This is a report only, no further actions are required.

V. ATTACHMENTS

NCRWQCB Letters Dated August 8, 2014
Zero Discharge Plan Schedule

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

North Coast Regional Water Quality Control Board

August 8, 2014

Henry 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 Sonoma County Waste Management Agency's (SCWMA) July 2014 Plan and Schedule to Cease All Discharges of Compost Wastewater to Receiving Waters

File: Sonoma County Central Disposal Site, WDRs Order No. R1-2013-0003

We are in receipt of the above-referenced plan and schedule (Plan) to address continuing discharges of compost wastewater to waters of the State and United States. The Plan is part of the SCWMA's evolving response to address a directive under Waste Discharge Requirements (WDRs) Order No. R1-2013-0003, for the County of Sonoma's Central Disposal Site, that requires submittal of a plan and schedule, by May 15, 2013, to eliminate discharges of wastewater from the composting area to receiving waters. That requirement implements the Water Quality Control Plan for the North Coast Region (Basin Plan) prohibition on point source discharges to coastal streams; the Basin Plan indicates that existing discharges to such waters should be eliminated at the earliest practicable date.

Regional Water Board staff have reviewed the Plan and have discussed various aspects of the Plan with both you and Stu Clark. Based on our review and discussion of the Plan, we have the following response and comments.

The Plan describes and provides an anticipated schedule for implementing three parallel efforts to address wastewater discharges over both the short and long term:

Long-term plans

1) Large pond

The Plan provides design details for a proposed 29,000,000-gallon compost stormwater pond, to be classified as a Class II surface impoundment, per California Code of Regulations, title 27 (Title 27). The Plan also describes the anticipated process to obtain necessary approvals to construct the pond, and a schedule for both the permitting and construction of the pond. The Plan indicates a number of decision points where the SCWMA may opt to abandon the project due to cost or a

change in plans. Specifically, final siting and design features associated with the proposed permanent composting facility, either at the Central Disposal Site or at the "Site 40" alternative may lead to a determination that the pond is no longer needed or that a smaller or differently sited pond is more appropriate. Given that various critical decision points regarding or affecting the SCWMA's intentions with regard to pursuing the pond project are pending, most notably in August and November 2014, we are not commenting on the pond design at this time. We will discuss this proposal with you pending the outcome of the SCWMA Board's November 2014 meeting. In the meantime, to facilitate our timely review and approval of your proposal, we encourage you to ensure that all pond siting, design, construction, operations, monitoring, financial assurance, and closure information is consistent with Title 27 requirements for Class II surface impoundments.

2) Zero discharge facility

The Plan indicates that the SCWMA proposes to select a final site for the new compost facility, either at the Central Disposal Site or at Site 40, and to pursue permitting/approvals, design, and construction of the facility at the preferred site.

The schedule provided indicates that efforts associated with both the zero discharge facility and the large pond (should the latter project be carried through to completion) are expected to be implemented on roughly the same schedule, completed and operational either by winter 2016 or winter 2017. Accordingly, assuming that the SCWMA does not opt to discontinue operations on the current compost site before a long-term zero discharge solution is implemented, it is likely that under any long-term scenario, the current compost facility will need to rely on interim measures to control and minimize discharge over the winters of 2014-15, 2015-16, and possibly 2016-17.

Short-term plans

3) Interim measures

The Plan discusses four components intended to reduce the volume or improve the quality of wastewater discharged from the compost operations area. These components are more or less the same as those employed or discussed over the previous rainy season, but have been expanded or refined for the upcoming rainy season. Specifically, these measures include: a) reduced working area on the compost deck; b) combining the two ponds directly downgradient of the compost area to increase storage capacity; c) additional sediment/solids control features on the compost deck; and d) pumping, hauling, and disposing of compost contact water at appropriate offsite locations.

a) Reduced working area

The Plan indicates that drainage from a portion of the compost deck, comprising approximately 18% of the total deck area, can be relatively easily isolated from runoff from the remainder of the deck. Accordingly, the SCWMA board has authorized the purchase of a new windrow turner that will allow the compost operator to consolidate compost windrows and to ensure that wet weather operations are limited to the larger area of the deck, and that the smaller portion that drains separately is kept free of materials or activities that could produce leachate or that could introduce compost-related wastes into stormwater runoff.

We are encouraged by your efforts to find ways to reduce the compost working area and, thus, to reduce the volume of wastewater generated during rainy periods.

b) Pond combination

Continuing to develop a proposal made by SCWMA staff in early 2014, the Plan describes a project to enlarge and combine the two sediment ponds located directly downgradient of the compost deck, ponds SP-4 and SP-8. Project drawings and specifications submitted August 4, 2014 show a pond lined with 60-mil geomembrane over a geocomposite material, and with a 20-foot wide access ramp extending from the pond perimeter to the pond bottom. The liner on the pond bottom will be covered with a layer of sand overlain by aggregate base. The pond design includes a spillway that should ensure that a 2 foot minimum freeboard is maintained. This project will provide approximately 2 million gallons of holding capacity for runoff from the compost deck, effectively doubling the available storage capacity over what is presently available.

We are encouraged that you have continued to pursue this idea, and hope that you are able to complete the project as proposed in advance of the 2014 rainy season. We understand that the pond design is also subject to review and approval by Sonoma County and Republic Services. Please keep us apprised of status of their review/ approval, as well as subsequent progress in pond construction and completion. Finally, as indicated in a July 22, 2014 email from Diana Henriouille to you, as well as in a telephone call between Ms. Henriouille and Stu Clark on August 1, 2014, we are interested in receiving further information about proposed pond maintenance and operations. On August 6, 2014, you provided a one-page document entitled "Operations Plan." Ms. Henriouille will review this submittal and follow up with any questions or comments in separate correspondence.

c) Additional best management practices on the compost deck

Over the previous rainy season, SCWMA installed check dams and straw wattles at various key points on the compost deck and leading from the deck to the sediment basins. The Plan indicates that for upcoming rainy seasons, SCWMA intends to install additional sediment traps and to protect finished compost material from contact with rain water through tarping and/or berming.

While noting that management practices/measures for runoff treatment can likely only remove a small fraction of the pollutants entrained in the runoff from the compost deck, we acknowledge that pollutants removed are pollutants not discharged to the stormwater system and, potentially, to waters of the State and the United States. In addition, measures to prevent rain water from coming into contact with pollutant sources will also help to improve the overall quality of the runoff leaving the compost area. We would expect that any improvements to the quality of the wastewater from the compost area will help to increase SCWMA's options for offsite wastewater disposal as it should reduce the potential effect the wastewater may have on UV transmittance. We support your continued efforts to improve the quality of the wastewater from the compost deck through the use of best management practices.

d) Pump/truck

Over the previous rainy season, SCWMA commenced an effort to minimize the amount of compost water discharged to surface waters by pumping and trucking wastewater to the City of Santa Rosa's Laguna Wastewater Treatment Facility. We understand that through those efforts, approximately 2 million gallons of wastewater was removed from the site, at a rate of up to 100,000 gallons per day, and consequently prevented from discharging to receiving waters. The Plan indicates that over the upcoming rainy season, SCWMA proposes to continue and expand the pumping and hauling effort.

We understand that the trucking company used last year committed to hauling up to 300,000 gallons of wastewater per day, if the disposal destination is to be the Laguna facility. However, we understand that the total amount that the Laguna facility will be able to handle in the future is uncertain at this time, due to questions about the effects that the compost wastewater may have on the UV transmittance of effluent under treatment at the Laguna facility. As a result, you indicate in the Plan that SCWMA is exploring disposal options with several other wastewater treatment facilities, and that a better estimate of the minimum daily outhaul capacity will not be available until mid to late September.

In telephone calls between Stu Clark and Regional Water Board staff on August 1, 2014 and in email correspondence provided August 4, 2014, we understand that at this time, SCWMA can commit to pumping and trucking out a minimum of 60,000 gallons of wastewater per day, Monday through Friday, if available in the SP4/SP8 combined pond, for disposal at East Bay Municipal Utility District in Oakland and/or at the Laguna facility. Further, we understand from Ms. Henriouille's conversation with Stu Clark on August 1, 2014 that the available budget for this component of the interim plan will accommodate additional pumping and trucking for offsite disposal in the event that additional disposal capacity/locations are identified. Finally, we understand that if additional disposal options or additional disposal capacity at locations nearer than Oakland become available, you will work to optimize the daily outhaul of wastewater within the available budget.

We believe this element is critical to the success of efforts to minimize compost wastewater discharges to receiving waters over the next few or several winters while long-term solutions are being constructed and brought online. We strongly encourage you to make every effort to maximize the amount of wastewater you can remove each day from the site during and between rainfall events.

Taken as a whole, the proposed interim measures represent a significant addition to the measures already in place since the past rainy season. These measures will provide a net improvement in the quality of runoff from the compost deck, a net increase in the amount of runoff that can be stored onsite, a net increase in the amount that can be hauled off the site, and, overall, both a net reduction in potential runoff and a lower pollutant load in any such runoff. We encourage you to aggressively implement the interim measures and to continue to work on the long-term solutions in earnest.

As we have discussed with you, after we have received the additional information you propose to furnish in mid to late September, we expect to develop a Time Schedule Order (TSO) incorporating the key elements, milestones, deliverables, and due dates you have presented in your Plan and provided us in subsequent discussions. In addition, we expect to include monitoring and reporting requirements and a description of potential enforcement consequences in the event of missed deadlines. With respect to our response to compost wastewater discharges to receiving waters occurring during the period before a long-term zero discharge option is implemented, we remind you that we retain our enforcement authority, and that we use that authority with discretion. Your continued and diligent efforts at pursuing both the long-term solution and in continuing to identify and implement appropriate interim measures to minimize the amount of wastewater discharged to receiving waters will factor significantly in our decisions with respect to the nature of any enforcement response we might consider or recommend to the Board.

We look forward to continuing to work with you in this matter, and thank you for your efforts to date. Please contact Diana Henriouille at (707)576-2350 or, by email, at Diana.Henriouille@waterboards.ca.gov or David Leland at (707)576-2069 or, by email, at David.Leland@waterboards.ca.gov if you have any questions or comments.

Sincerely,

Matthias St. John
Executive Officer

140808_DSH_ef_Central_Compost_response_to_SCWMA_zero_disch_plan

cc: Stu Clark, DEI - stu@dedwardsinc.com
Susan Klassen, SCDPW - Susan.Klassen@sonoma-county.org
Leslye Choate, Sonoma County LEA - Leslye.Choate@sonoma-county.org
Trish Pisenti, SCDPW - Trish.Pisenti@sonoma-county.org
Patrick Carter, SCWMA - Patrick.Carter@sonoma-county.org
Will Bakx, Sonoma Compost - willbakx@sonomacompost.com
Alan Siegle, Sonoma Compost - alansiegle@sonomacompost.com
Rick Downey, Republic Services - rdowney@republicservices.com
Roger Larsen - rogerjlarsen@aol.com
Michael Lozeau, Lozeau Drury, LLP - michael@lozeaudrury.com

North Coast Regional Water Quality Control Board

August 8, 2014

Michael Lozeau
Lozeau Drury, LLP
410 12th Street, Ste. 250
Oakland, CA 94607

Dear Mr. Lozeau:

Subject: Response to your Petition to the Regional Water Board to Take Actions to Enforce Violations of Order No. R1-2013-0003 at Central Disposal Site's Composting Facility

File: Sonoma County Central Disposal Site, WDRs Order No. R1-2013-0003

Thank you for your June 17, 2014 letter regarding the subject matter. Please be advised that we consider the discharge of wastewater from the compost facility at the Central Disposal Site to be a serious water quality concern, hence our requirements imposed through Order No. R1-2013-0003 and subsequent correspondence with and to the County of Sonoma and the Sonoma County Waste Management Agency (SCWMA). Note also that in the interest of landfill waste reduction, this Regional Water Board would prefer to find a solution that allows Sonoma County to continue to operate a viable facility to manage and compost waste generated within the County.

We have been in close communication with SCWMA as they have been working on identifying short and long term measures to address this concern. While the projects proposed in the SCWMA's July 2014 plan will not lead to zero discharge over the next 2-3 winters, it does provide what appears to be a realistic long-term path to zero discharge by Fall 2017 at the latest, the interim steps appear reasonable, and the obstacles preventing more timely completion or more expansive interim measures appear quite real as well. Accordingly, we have provided SCWMA with the August 8, 2014 response which we cc'd to you by email. Please note, as stated in that response, we intend to issue a Time Schedule Order to SCWMA pending receipt of further information about daily volumes and destinations of compost wastewater to be pumped and trucked for offsite disposal during the rainy season.

Thank you for your continuing interest in this matter. We will keep you on our mailing list for this matter as it progresses. If you have any questions regarding this letter, please contact Diana Henriouille at (707)576-2350 or, by email, at Diana.Henriouille@waterboards.ca.gov or David Leland at (707)576-2069 or, by email, at David.Leland@waterboards.ca.gov.

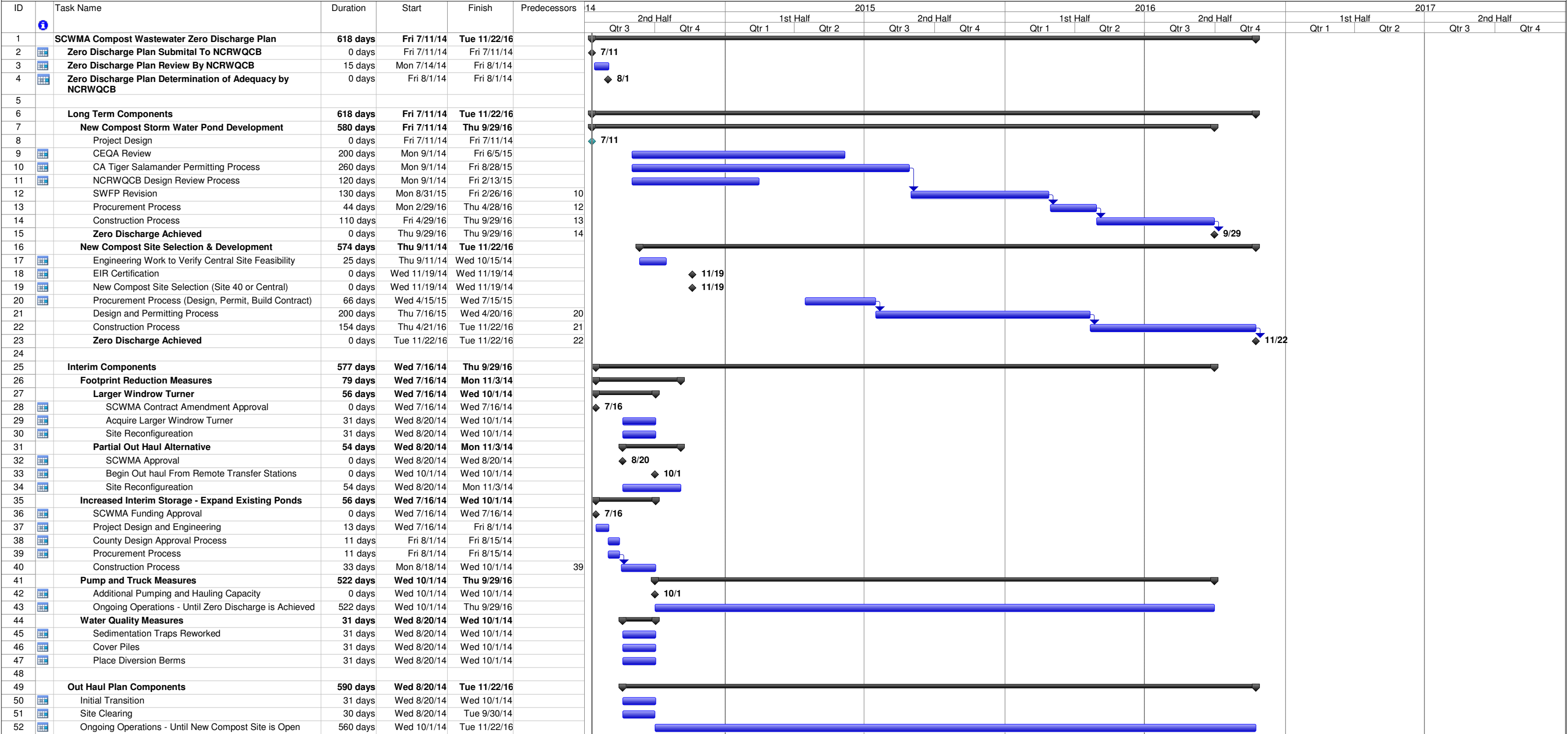
Sincerely,

Matthias St. John
Executive Officer

140808_DSH_ef_response_to_Lozeau_Drury_061717_letter_re_compost

cc: Stu Clark, DEI - stu@dedwardsinc.com
Susan Klassen, SCDPW - Susan.Klassen@sonoma-county.org
Leslye Choate, Sonoma County LEA - Leslye.Choate@sonoma-county.org
Trish Pisenti, SCDPW - Trish.Pisenti@sonoma-county.org
Patrick Carter, SCWMA - Patrick.Carter@sonoma-county.org
Will Bakx, Sonoma Compost - willbakx@sonomacompost.com
Alan Siegle, Sonoma Compost - alansiegle@sonomacompost.com
Rick Downey, Republic Services - rdowney@republicservices.com
Roger Larsen - rogerjlarsen@aol.com

SCWMA
COMPOST WASTEWATER ZERO DISCHARGE PLAN
PROPOSED PROJECT SCHEDULE



SCWMA COMPOST WASTEWATER ZERO DISCHARGE PLAN

Revision Date July 11, 2014

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline



Agenda Item #: **9**
Cost Center: **Organics**
Staff Contact: **Carter**
Agenda Date: **8/20/2014**

ITEM: **Compost Outhaul Agreement**

I. BACKGROUND

The Zero Discharge Plan submitted by the Agency to the North Coast Regional Water Quality Control Board contains a plan to prevent discharge of compost contact water from the Central Disposal Site off the site, as well as interim measures to improve water quality until the discharge abates. A potential solution which would achieve zero discharge in the event that the Zero Discharge Plan is no longer viable is to completely remove all compost feedstock from the Central Disposal Site and transport future compostable materials to other compost facilities.

At the May 21, 2014 Agency meeting, the Board authorized staff to release a Request for Proposals (RFP) to solicit pricing for the scenario in which outhaul of compostable materials is necessary. The RFP was released July 10, 2014 and responses were due August 4, 2014.

II. DISCUSSION

One proposal was received by staff regarding this RFP. The proposal was from the Ratto Group (TRG). TRG is the current compostable materials hauler for the County. The RFP requested hauling costs from the Central Disposal Site to five out-of-county compost facilities.

Entering into an agreement with TRG as they have proposed would allow the Agency the following scenarios:

1. Establish a direct relationship with TRG related to the hauling of compostable materials from the outlying transfer stations to the Central Compost Site
2. Allow for partial outhaul from the Central Compost Site to other compost facilities
3. Allow for 100% outhaul from the County's transfer stations and the Central Compost Site to other compost facilities, in the event that the Agency's compost operation must be shut down

Agency staff and TRG have an understanding that the Agency may possibly only utilize TRG's services under Scenario 1 described above. However, if additional footprint reductions of the Central Compost Site are necessary the Agency may redirect a portion of the material from an outlying transfer station to another compost site to reduce the amount of incoming material and allow for the footprint reduction. If, in the scenario in which the Zero Discharge Plan is deemed infeasible by the Agency Board and the Central Compost Site is shut down, Scenario 3 above allows for all of the material to be redirected to other compost sites. Agency staff recognizes there are significant negative consequences to Scenario 3 and recommends this to be the option of last resort.

Table 1: TRG Original RFP Proposal

Facility	Cost/Ton, TRG Original Proposal					
	Annapolis TS	Central	Guerneville TS	Healdsburg TS	Sonoma TS	Total
Redwood Landfill Compost Facility	\$ 12,142.64	\$ 3,009,847.20	\$ 265,801.84	\$ 1,205,822.40	\$ 1,012,926.34	\$ 5,506,540.43
Jepson Prairie Organics	\$ 12,081.17	\$ 2,991,374.79	\$ 264,456.22	\$ 1,199,717.94	\$ 1,007,798.41	\$ 5,475,428.54
Baseline Costs	\$ 6,841.62	\$ 1,416,885.28	\$ 149,762.79	\$ 679,405.86	\$ 570,720.94	\$ 2,823,616.49
Least Cost, Feasible Scenario	\$ 12,081.17	\$ 3,009,847.20	\$ 264,456.22	\$ 1,199,717.94	\$ 1,007,798.41	\$ 5,493,900.94
Increase Cost Compared to Baseline	\$ 5,239.55	\$ 1,592,961.92	\$ 114,693.43	\$ 520,312.08	\$ 437,077.48	\$ 2,670,284.45

The table above examines the full costs of TRG's original RFP response, including costs for hauling to the Central Compost Site, cost for hauling to two out-of-county compost sites, and disposal costs at those two facilities. The proposal was responsive to the RFP, however, also TRG proposed hauling material directly from each transfer station to the out-of-county compost facilities, which would avoid double handling of the material.

Table 2: TRG Alternative Proposal

Facility	Total Cost, TRG Alternate Proposal					
	Annapolis TS	Central	Guerneville TS	Healdsburg TS	Sonoma TS	Total
Redwood Landfill Compost Facility	\$ 17,367.76	\$ 2,997,147.42	\$ 261,554.73	\$ 1,164,426.51	\$ 905,239.82	\$ 5,345,736.24
Jepson Prairie Organics	\$ 17,661.67	\$ 3,118,372.57	\$ 258,400.94	\$ 1,139,436.36	\$ 783,451.49	\$ 5,317,323.03
Cold Creek Compost	\$ 12,726.63	\$ 2,743,151.88	\$ 197,427.57	\$ 764,965.65	\$ 825,596.67	\$ 4,543,868.38
City of Napa Compost Facility	\$ 17,385.05	\$ 2,910,558.03	\$ 248,014.44	\$ 1,092,508.29	\$ 707,333.79	\$ 4,975,799.60
WCCCSL Compost Facility	\$ 17,423.47	\$ 3,133,381.39	\$ 259,452.20	\$ 1,144,396.24	\$ 860,530.69	\$ 5,415,183.99
Baseline Costs	\$ 6,841.62	\$ 1,416,885.28	\$ 149,762.79	\$ 679,405.86	\$ 570,720.94	\$ 2,823,616.49
Least Cost, Feasible Scenario	\$ 17,367.76	\$ 2,997,147.42	\$ 248,014.44	\$ 964,696.08	\$ 707,333.79	\$ 4,934,559.48
Increase Cost Compared to Baseline	\$ 10,526.14	\$ 1,580,262.14	\$ 98,251.65	\$ 285,290.22	\$ 136,612.85	\$ 2,110,943.00

Acceptance of the alternative proposal from TRG would result in costs approximately \$590,000 lower than their original proposal. However, even this alternative proposal would cost nearly \$2.1 million more than the existing processing of materials by Sonoma Compost Company at the Central Disposal Site.

Table 3: Partial Outhaul of Materials to Cold Creek Compost

Facility	Total Cost, TRG Alternate Proposal, Partial Outhaul					
	Annapolis TS	Central	Guerneville TS	Healdsburg TS	Sonoma TS	Total
Cold Creek Compost				\$ 382,482.82		\$ 382,482.82
Sonoma Compost Company	\$ 6,841.62	\$ 1,416,885.28	\$ 149,762.79	\$ 339,702.93	\$ 570,720.94	\$ 2,483,913.56
Increase Cost Compared to Baseline	\$ -	\$ -	\$ -	\$ 42,779.89	\$ -	\$ 42,779.89

If a reduction of incoming materials is necessary to secure the necessary compost footprint reduction to the Central Compost Facility, approximately 10,000 tons per year could be diverted to Cold Creek Compost near Ukiah for an additional cost of approximately \$43,000, under TRG's alternative proposal. If Petaluma withdraws its material from the Agency's compost program, the above reduction is expected to be more than sufficient to reduce the compost footprint by the 18% described in the Zero Discharge Plan.

As can be seen from the tables above, the least cost alternative is to keep the existing compost program whole. However, a number of issues (Zero Discharge requirement, increase lead time for a larger windrow turner, and potential withdrawal of Petaluma material from the compost

system) are causing these changes to the system. While not ideal, additional costs of approximately \$43,000 per year for partial outhaul, can be absorbed until a new compost site is constructed with little or no rate impact. However, 100% outhaul, with costs of nearly \$5 million per year, are unsustainable under the current rate structure and would require Board action regarding rates.

III. FUNDING IMPACT

Scenario 1, hauling from the transfer stations to the Central Compost Site, is identical to current operations, so no budgetary adjustment would be necessary. Scenario 2, partial outhaul of materials, has the potential incur an additional cost of \$42,779.89 per year for hauling approximately 10,000 tons of material from the Healdsburg Transfer Station to Cold Creek Compost. Scenario 3, 100% outhaul, has to potential to cost over \$4.9 million per year, which is approximately \$2.1 million more than the cost of Sonoma Compost's processing and for the hauling from the transfer stations to the Central Compost Site. If the Notice to Proceed was given for outhaul, a budget adjustment would be necessary to accommodate the use of additional funds. Agency staff would recommend a Board discussion about rate increases if Scenario 3 were to take effect.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends entering into an agreement with the Ratto Group for the hauling of compostable materials substantially in conformance with the draft agreement attached. As the cost of this agreement is in excess of \$50,000, unanimous approval is required.

The agreement would cover hauling of compost materials from the transfer stations to the Central site and be effective immediately.

The agreement would cover partial outhaul of compost materials to other sites and would be in effect only to whatever extent is necessary for compliance with the Zero Discharge Plan which provides for a reduction of the compost facility operating footprint by 18%.

The agreement provisions for complete outhaul of materials to other sites would be contingent upon the non-approval of the Zero Discharge Plan by the North Coast Regional Water Quality Board, or decision of the Agency Board to withdraw from the Zero Discharge Plan.

V. ATTACHMENTS

Agreement with the Ratto Group for Compostable Material Hauling

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

AGREEMENT FOR COMPOSTABLE MATERIALS TRANSPORT SERVICES

This agreement ("Agreement"), dated as of August 20, 2014 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and The Ratto Group of Companies, Inc., a Delaware Corporation (hereinafter "Contractor").

RECITALS

This Agreement is entered into on the basis of the followings facts, understandings, and intentions of the parties:

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq.; hereinafter the "Act") established a Solid Waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS, the Act authorizes and requires local agencies to make adequate provision for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to Section 40059 of the Public Resources Code, Agency is authorized to enter into an exclusive or non-exclusive agreement for the collection and disposal of Compostable Materials; and

WHEREAS, the Agency desires to enter into a nonexclusive agreement with Contractor for the collection and disposal of Compostable Materials at a Compost Facility(ies) permitted by the California Department of Resources Recycling and Recovery; and

WHEREAS, Contractor represents that it is duly qualified and experienced in the Transportation of Compostable Materials; and

WHEREAS, in the judgment of the Board of Directors of Agency, it is necessary and desirable to employ the services of Contractor to perform necessary transportation of compostable materials; and,

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

AGREEMENT

1 Definitions

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Section and shall be capitalized throughout this Agreement. When not inconsistent with the context, words and phrases used in the present tense include the future, and words and phrases used in the singular number include the plural number.

"Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.

"Adjustment Date" means July 1st of each year, commencing July 1, 2015.

"Agency" means the Sonoma County Waste Management Agency, a joint powers authority.

"Agency Contract Manager" means the Agency's Executive Director or their designee. The Contract

Manager may designate certain individuals or agents of the Agency as the Agency Contract Manager for specific issues, projects, or requirements. In the event of a dispute between a designee and Contractor, the Contract Manager's determination shall be final.

"Applicable Law" means all Federal, State, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste that are in force on the Effective Date and as they may be enacted, issued or amended during the Term of this Agreement, including but not limited to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code).

"Central Compost Site" means the composting facility operated by the Sonoma County Waste Management Agency at 550 Meham Road, Petaluma, California, CalRecycle SWIS: 49-AA-0260.

"Collection" (or variation thereof) means the act of collecting Compostable Materials from the Agency compost facility. Collection does not include sorting, grinding, or loading of Compostable Materials prior to the deposit of Compostable Materials into Contractor's transport vehicle.

"Composting" or **"Compost"** means "compost" as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40116 and regulations promulgated thereunder.

"Compostable Materials" means any organic material that when accumulated will become active compost as defined by the California Code of Regulations, Title 14, Division 7, Chapter 3.1, Section 17852.

"Contaminants" means those chemicals, waste, or other materials that render normally Compostable Materials unusable or cause them to lose their market value.

"Contractor" means The Ratto Group of Companies, Inc. and its officers, directors, employees, agents, companies, and Subcontractors.

"Contractor's Proposal" means the proposal submitted by Contractor and received on August 4, 2014 by the Agency in response to the Agency's RFP, which are included as Exhibit E and are incorporated by reference. Should any conflict arise between the Contractor's Proposal and this Agreement, the Agreement shall control.

"CPI Factor" means the increase, if any, in the San Francisco/Oakland/San Jose All Urban Consumer Price Index ("CPI") during the preceding year. The CPI Factor shall be determined pursuant to a ratio, the denominator of which is the CPI for the last calendar month immediately preceding the prior Adjustment Date and the numerator of which is the CPI for the calendar month immediately preceding the then current Adjustment Date, except that for purposes of the first Adjustment Date, the denominator shall be the CPI for the last calendar month immediately preceding the Commencement Date and the numerator of which is the CPI for the calendar month immediately preceding the first Adjustment Date.

"Disposal" or "Dispose" (or variation thereof) means the final disposition of Compostable Materials at a Disposal Site.

"Disposal Site" means a facility for ultimate Disposal of Compostable Materials. The facility must have a current solid waste facility permit from the California Department of Resources Recycling and Recovery for accepting and processing Compostable Materials. The Agency-approved Disposal Site(s) are listed in Exhibit C.

"Effective Date" means August 20, 2014.

"Federal" means belonging to or pertaining to the national general government of the United States; or founded on or organized under the constitution of the United States.

“Fuel Factor” means the change, if any, in the Bureau of Labor Statistics "Average of Series ID:WPU057303" for the previous six month period (e.g., July 2014 - December 2014) "New Baseline" versus the "Baseline" and multiplying that percentage by the Fuel Component for Transport, the Fuel Component of Transport to Central and the Wood and Yard Debris Fuel Component. The "New Baseline" as determined above shall become the "Baseline," and the "New Fuel Fee Component" of the Fees shall become the "Fuel Fee Component" of the Fees for computing the "Fuel Cost Adjustment" for the next adjustment period. The "Baseline" for calculating the "Fuel Cost Adjustment" shall be 315.4.

“Fuel Component Fee” means the component of the Contractor service fees representing the fuel costs associated with the transport of Compostable Materials as set forth in Exhibit B.

“Hazardous Substance” means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) CERCLA; (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25110 et seq., 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

“Hazardous Waste” means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 12.

“Owner” means the person holding legal title to the land or building.

“Party” or **“Parties”** refers to the Agency and Contractor, individually or together.

“Processing” (or variation thereof) means to prepare, treat, or convert through some special method.

“RFP” means the Agency’s Request for Proposals for Compostable Materials Transport Services, dated August 10, 2014, and any addenda thereto, which is attached hereto as Exhibit D and incorporated by reference. Should any conflict arise between the RFP and this Agreement, the Agreement shall control. Should any conflict arise between Contractor’s Proposal and the RFP, the RFP shall control.

“Solid Waste” means “solid waste” as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated thereunder.

“State” means the State of California.

“Subcontractor” means a party who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations under this Agreement.

“Term” means the Term of this Agreement, including extension periods if granted, as provided for in

Section 5.1

“Transfer Station” means a permitted facility owned by the County of Sonoma utilized to temporarily store, separate, recover, convert or otherwise process Compostable Materials, and to load Compostable Materials into transfer vehicles for Transport to the Disposal Site or an Approved Processing Site.

“Transport Component Fee” means the component of the Contractor service fees for labor and equipment, as set forth in Exhibit B.

“Transportation” (or variation thereof) means the act of transporting or state of being transported.

2 Representations and Warranties of the Contractor.

2.1 Corporate Authority. Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

2.2 No Litigation. To the best of Contractor's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- (a) Materially, adversely affect the performance by Contractor of its obligations hereunder;
- (b) Adversely affect the validity or enforceability of this Agreement; or
- (c) Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

2.3 Ability to Perform. Contractor possesses the business, professional, and technical expertise to provide the services described in this Agreement. Contractor possesses the equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

2.4 Licenses; Permits. Contractor represents and warrants to Agency that Contractor has all licenses, permits, and approvals of whatsoever nature which are legally required for Contractor to provide the services described in this Agreement. Contractor represents and warrants to Agency that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to perform this Agreement.

2.5 Voluntary Use of Designated Facilities. The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Agency-approved Disposal Site(s) for the purposes of Disposing of all Compostable Materials. Such decision by Contractor in no way constitutes a restraint of trade.

3 Scope of Services.

3.1 Contractor's Specified Services: Compostable Materials Collection and Transportation. This Agreement is entered into for the purpose of Collecting Compostable Materials from County of Sonoma Transfer Stations and the Central Compost Site, if necessary, and Transporting such materials to the Agency-approved Disposal Site(s). Contractor shall perform services as defined in Exhibit A, Scope of Services.

The Agency shall not compensate the Contractor for any increased Transportation and Disposal costs

associated with the use of Disposal Site(s) different from the Disposal Site(s) approved as of the Effective Date.

The Contractor shall not commence work until receiving a Notice to Proceed.

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

3.3 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Section 6; or (d) pursue any and all other remedies at law or in equity.

3.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Agency.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

3.5 Subcontracting. Contractor shall not engage any subcontractors for collection, transportation, or processing, of Compostable Materials without the prior written consent of the Agency's Contract Manager. As of the Effective Date of this Agreement, the Agency has approved Contractor's use of the Subcontractors listed in Exhibit A. Contractor's use of Subcontractor(s) does not in any way limit the Contractor's obligations under this Agreement. The Agency reserves the right to require Contractor to replace a Subcontractor in the event of a regulatory or criminal judgment against a Subcontractor and a legal judgment against a Subcontractor that is related to performance under this Agreement.

3.6 Ownership of Compostable Materials. Contractor assumes ownership of Compostable materials upon receipt. Contractor must deliver Compostable Materials to an Agency-approved Disposal Site. Once Compostable Materials are deposited by Contractor at a Disposal Site, such materials shall become the property of the Owner or operator of the facility.

4 Payment.

4.1 Contractor shall be paid for services rendered in accordance with tasks detailed in Section 3.1 above and in Exhibit A and B, upon monthly submission of progress reports, verified claims and invoices. The per ton payment amounts are defined by Schedule 1. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. In the event there is a discrepancy between the outbound material, from the Transfer Stations or the Central

Compost Site, and the inbound materials at the Disposal Site, payment shall be based upon the weight as determined at the scales from Transfer Stations or the Central Compost Site.

4.2 Monthly progress reports shall be submitted by Contractor and shall identify the source and tonnage of Compostable Materials Transported, the facility to which the Compostable Materials were transported, and the amount due to Contractor for the services performed.

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

4.4 CPI Adjustments to Transport Component Fees. The transport fee for compostable materials shall be adjusted annually on the Adjustment Date by the CPI Factor, provided, however, that in no case shall such adjustment exceed three percent (3%) in anyone year period.

4.5 Adjustments to Fuel Component Fees. The Fuel Component Fee shall be adjusted bi-annually (effective January 1 and July 1 each year this agreement is effective) by the Fuel Factor.

5 Term of Agreement.

5.1 The term of this Agreement shall be from Effective Date to February 1, 2017 unless terminated earlier in accordance with the provisions of Section 6 below.

6 Termination.

6.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) days written notice to Contractor.

6.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

6.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all product final progress report and shall submit to Agency an invoice for services rendered up to the date of termination.

7 Collection Standards

7.1 Care of Property. Contractor shall not damage private, public or Agency-owned property. Contractor shall ensure that its employees: (i) do not cross landscaped areas; (ii) do not climb or jump over hedges and fences; and, (iii) check for obstructions or impediments including, but not limited to, lighting, plumbing, wiring, or signage prior to operating Transportation equipment. Agency shall refer complaints about property damage to Contractor. Contractor shall repair all damage to private or publicly-owned property caused by its employees.

7.2 Minimization of Spills. Contractor shall use due care to prevent Compostable Materials, vehicle oil, and vehicle fuel from being spilled or scattered during the Collection or Transportation process. If any materials are spilled or scattered during Collection or Transportation, the Contractor shall promptly clean-up all spilled and scattered materials. Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), accidental damage to a vehicle, or unless approved by the Agency Contract Manager.

7.3 Minimization of Contamination. Contractor shall use due care to prevent Compostable Materials from being contaminated by Contaminants during the Collection or Transportation process.

8 Vehicle Specifications.

8.1 All vehicles used by Contractor in providing Transportation services shall be registered with the California Department of Motor Vehicles. All such vehicles shall have watertight bodies designed to prevent leakage, spillage or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency (EPA) noise emission regulations and other applicable noise control regulations. Any vehicle that does not comply with noise level requirements shall be prohibited from performing services under this Agreement.

8.2 As required by law, Contractor shall comply with State and Federal regulations including, but not limited to: (i) the California Air Resources Board Heavy Duty Engine Standards, contained in CCR Title 13, Section 2020 et seq; and, (ii) the Federal Environmental Protection Agency's Highway Diesel Fuel Sulfur regulations (Section 209(b) of the Clean Air Act, as amended, 42 U.S.C. 7543(b)). In addition, Contractor shall comply with all applicable Northern Sonoma County Air Pollution Control District (NSCAPCD), Bay Area Air Quality Management District (BAAQMD), State, and Federal regulations related to emissions controls. If Contractor needs to convert, retrofit, or replace its vehicles to be in full compliance with local, State and Federal clean air requirements in effect on the Effective Date of the Agreement, the costs for such changes shall be the sole responsibility of the Contractor.

8.3 Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number for each vehicle shall be prominently displayed on all vehicles, in letters and numbers that are a minimum of four (4) inches high. Contractor shall not place the Agency's logo on its vehicles nor shall Contractor paint their vehicles in a way that, in the reasonable judgment of the Agency's Contract Manager, would cause the public to mistake Contractor's vehicles with those that the Agency uses.

8.4 Operation. Vehicles shall be operated in compliance with the State Vehicle Code, and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions for vehicles and roads.

9 Record Keeping and Reporting.

9.1 Records Maintenance. Contractor shall maintain accurate and complete accounting records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing services. The accounting records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) consistently applied. Contractor shall maintain all records and data for the Term of this Agreement plus four (4) years after its expiration or earlier termination.

9.2 CERCLA Defense Records. The Agency views its ability to defend itself against CERCLA and related litigation as a matter of great importance. For this reason, the Agency regards its ability to prove where Compostable Materials are taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain, retain and preserve records which can establish where Compostable Material Collected was Disposed (and therefore establish where it was not). Contractor shall

provide these records to the Agency Contract Manager at the expiration or early termination of this Agreement, in an organized and indexed manner rather than destroying or disposing of them.

9.3 Inspection of Records. The Agency, its auditors and other agents, shall have the right, during regular business hours, and with twenty-four (24) hours written notice identifying the information desired and the types of records that may contain that information, to conduct on-site inspections of accounting systems, payroll tax reports, specific documents or records required by this Agreement, or any other similar records or reports of the Contractor and all companies conducting operations addressed in this Agreement, that the Agency shall deem, at its sole discretion, necessary to evaluate the Contractor's performance provided for in this Agreement.

10 Indemnification.

10.1 GENERAL INDEMNIFICATION. Contractor shall indemnify, defend with counsel acceptable to the Agency, protect and hold harmless the Agency and each of its officers, officials, employees, volunteers, and agents (collectively, indemnitees) from and against all claims, damages (including but not limited to special, consequential, natural resources and punitive damages), injuries, costs, (including without limit any and all response, remediation and removal costs), losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including without limit attorneys' expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity), (collectively, "Damages") of any kind whatsoever paid, incurred or suffered by, or asserted against, indemnitees arising from or attributable to the acts or omissions of Contractor whether or not negligent or otherwise culpable, in connection with or related to the performance of this Agreement, including without limit damages arising from or attributable to any Collection, [Processing,] or Transportation of Solid Waste under this Agreement to the greatest extent permitted by law. Notwithstanding the foregoing, however, Contractor shall not be required to indemnify the Agency for the costs for any claims arising from the Disposal of Hazardous Substances or Hazardous Waste at the Disposal Site(s), including, but not limited to, claims arising under CERCLA unless the claim is a direct result of Contractor's actions or negligence. This indemnity afforded indemnitees, shall only be limited to exclude coverage for intentional wrongful acts and negligence of indemnitees, and as provided below. The foregoing indemnity is intended to operate as an Agreement pursuant to Section 42 USC §9607(e) of CERCLA and California Health and Safety Code §25364, to defend, protect, hold harmless, and indemnify Agency from liability.

If Contractor should subcontract any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless, and defend the indemnitees in accordance with the terms of the preceding paragraph.

This provision is in addition to all other provisions in this Agreement and is intended to survive the expiration or earlier termination of this Agreement. Nothing in this paragraph shall prevent Agency from seeking indemnification or contribution from persons or entities other than indemnitees, for any liabilities incurred by Agency or the indemnitees.

10.2 INDEMNIFICATION RELATED TO PERSONNEL. Contractor shall defend, hold harmless, and indemnify the Agency and each of its officers, officials, employees, volunteers, and agents, for all loss, damages, liability, claims, suits, costs or expenses whatsoever, including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit arising from or in any manner related to the Agency's request to remove or reassign any employee pursuant to Section 3.4. This Section 10.2 shall survive the termination or expiration of this Agreement.

Agency shall defend, hold harmless, and indemnify the Contractor and each of its officers for all claims, suits, costs or expenses including reasonable attorneys' fees, regardless of the merits or outcome of any such claim or suit, arising from compensation, pension, or other benefit due an employee by the Agency solely as a direct result of his or her prior employment with the Agency.

11 INSURANCE

11.1 Minimum Scope of Insurance. Coverage shall be at least as broad as:

11.1.1 The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

11.1.2 Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto", and endorsement CA 0025.

11.1.3 Workers' Compensation insurance as required by the State Labor Code and Employers Liability insurance.

11.1.4 Either: Employee Blanket Fidelity Bond; or, Commercial Crime Insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Crime and Fidelity Form CR 00 20.

11.1.5 Pollution Legal Liability insurance.

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

11.2.1 Commercial General Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

11.2.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily injury and property damage.

11.2.3 Workers' Compensation and Employers Liability: Workers' compensation limits as required by the State Labor Code and Employers Liability limits of \$1,000,000 per accident.

11.2.4 Pollution Legal Liability: \$5,000,000 for bodily injury, property damage, and remediation of contaminated site.

11.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

11.4.1 Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability coverages:

- (a) The Agency and each of its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its

officials, employees, or volunteers. The automobile liability is endorsed to contain MCA-90 coverage.

- (b) The Contractor's insurance coverage shall be primary insurance as respects the Agency, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officials, employees, or volunteers.
- (d) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.4.2 Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Agency, its officers, employees, and volunteers for losses arising from work performed by the Contractor for the Agency.

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

11.5 Acceptability of Insurers. The insurance policies required by this Section 11 shall be issued by an insurance company or companies authorized to do business in the State and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A- or better; or authorized by the AGENCY'S Risk Manager.

11.6 Verification of Coverage. Contractor shall furnish Contractor's insurance agent a copy of these specifications, and direct the agent to provide the Agency with certificates of insurance and with original endorsements affecting coverage required by this clause. Issuance of documentation indicates the Contractor's insurance complies with these provisions. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Agency before work commences. Upon request of Agency, Contractor shall immediately furnish Agency with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

11.7 Required Endorsements.

11.7.1 The Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty calendar days' prior written notice shall be given to the Sonoma County Waste Management Agency in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

11.7.2 The Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability insurance policies shall contain endorsements in substantially the following form:

1. "Thirty calendar days' prior written notice shall be given to the Sonoma County Waste Management Agency in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Executive Director
Sonoma County Waste Management Agency
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403

2. "The Sonoma County Waste Management Agency, its officers, employees, and agents are additional insureds on this policy." The Agency requires form CG2010 1185.

3. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the Sonoma County Waste Management Agency, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

4. "Inclusion of the Sonoma County Waste Management Agency as an insured shall not affect the Agency's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the Agency in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one Party had been named as an insured."

11.8 Delivery of Proof of Coverage. Simultaneously with the execution of this Agreement, Contractor shall furnish the Agency certificates of each policy of insurance required hereunder, in form and substance satisfactory to Agency. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the Agency Contract Manager requests, copies of each policy, together with all endorsements, shall also be promptly delivered to Agency Contract Manager.

Renewal certificates will be furnished periodically to Agency Contract Manager to demonstrate maintenance of the required coverages throughout the Term.

11.9 Other Insurance Requirements

11.9.1 If Contractor should subcontract any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of Agency and each of its officers, officials, employees, agents and volunteers in accordance with the terms of Section 11, except that any required certificates and applicable endorsements shall be on file with Contractor and Agency prior to the commencement of any services by the subcontractor.

11.9.2 If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, Contractor shall be in breach of the Agreement until notice is received by Agency that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Agency. Any failure to maintain the required insurance shall be sufficient cause for Agency to terminate this Agreement. No action taken by Agency pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement.

If Contractor fails to procure and maintain any insurance required by this Agreement, the Agency may take out and maintain, at the Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due the Contractor.

11.9.3 The Commercial General Liability, Commercial Auto Liability and Pollution Legal Liability insurance policies shall be written on an occurrence form. If Contractor is unable to purchase Pollution Legal Liability insurance on an occurrence form and must purchase such insurance on a claims made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by Contractor.
2. The policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, Contractor must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of this Agreement.

11.10 PERFORMANCE BOND. On or before the Effective Date of this Agreement, Contractor shall file with the Agency a bond, payable to the Agency, securing the Contractor's faithful performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be five million dollars (\$5,000,000). The bond shall be executed by a corporation authorized to issue surety bonds in the State, with a financial condition and record of service satisfactory to the Agency.

12 Liquidated Damages

12.1 **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by Agency as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) damage may result to the public which is denied Compost hauling services or denied quality or reliable service; (ii) such breaches cause inconvenience, public nuisance, health and safety risks, deprivation of the benefits of the Agreement, which are incapable of measurement in precise monetary terms; (iii) the monetary loss resulting from denial of services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

12.2 **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Compostable Materials Collection and Transportation service is of utmost importance to Agency and that Agency has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, Agency and its members will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which Agency will suffer. Therefore, without prejudice to Agency's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established below represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to Agency that reasonably could be anticipated and that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

Liquidated Damages	
Item	Amount
A. Failure to submit monthly report to Agency in accordance with Article 4.2	\$100 per calendar day of delay
B. Failure to notify Agency in writing of any regulatory violation, order or similar notice that could impact Contractor's ability to collect and transport Compostable Materials or potentially affect Agency's liability.	\$300 per calendar day of delay
C. Failure to maintain proper covers on transport vehicles	\$500 per occurrence

Agency may determine the occurrence of events giving rise to Liquidated Damages through the observation of its own employees or representatives or investigation of third parties.

Before assessing Liquidated Damages, Agency Contract Manager shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. The Agency Contract Manager may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and non-performance. Agency Contract Manager may, within ten (10) calendar days after issuing the notice, request a meeting with Contractor. Agency Contract Manager may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Agency Contract Manager will provide Contractor with a written explanation of his or her determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 12.4. The decision of Agency Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

12.3 Timing of Payment. Contractor shall pay any Liquidated Damages assessed by Agency within ten (10) calendar days of the date the Liquidated Damages are assessed. If they are not paid within the 10-day period, the Contractor shall pay the Agency the Liquidated Damage payment due plus interest compounded daily, where interest shall be calculated using the annual yield rate for the California Local Agency Investment Fund most-recently published by the State Treasurer's office. The Agency Contract Manager shall send written notice to the Contractor and the Contractor's performance bond company stating Contractor's failure to pay Liquidated Damages and the Agency's right to terminate the Agreement and proceed against the performance bond if payment is not received within ninety (90) days of the date Liquidated Damages were assessed.

If the Liquidated Damages payment is thirty (30) days past due, the Contractor shall pay the Agency double the Liquidated Damages payment due plus interest compounded daily, where interest shall be calculated as described above. If the Liquidated Damages payment is sixty (60) days or more past due, the Agency Contract Manager shall notice the Contractor and the Contractor's performance bond company of the City's intent to terminate the Agreement and proceed against the performance bond if Liquidated Damages are not paid within ninety (90) days of the date of assessment. If the Liquidated Damages payment is ninety (90) days or more past due and the Agency provided Contractor with 30-day advance written notice of its intent to terminate the Agreement for failure to pay Liquidated Damages, the Agency may terminate the Agreement, in which case the Agency may proceed against the performance bond required by the Agreement.

13 Additional Covenants of Contractor.

13.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and

local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

13.2 Compliance with Law. Contractor shall at all times, at its sole cost, comply with all Applicable Laws, permits and licenses of the United States, the State and local agencies, and with all applicable regulations promulgated by Federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended during the Term.

13.3 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Section 6, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

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

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

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

13.7 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency.

14 Miscellaneous Provisions.

14.1 Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this

Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 14.1 limits Agency's right to terminate this Agreement pursuant to Section 6.

14.2 Excuse from Performance. The Parties shall be excused from performing their respective obligations hereunder if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance and Contractor shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The Party claiming excuse from performance shall, within two (2) Business Days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, the Agency shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) calendar days notice to Contractor unless Contractor has demonstrated, by the thirtieth (30th) calendar day, to the satisfaction of the Agency that the Contractor will resume services no later than the sixtieth (60th) day following the date service was interrupted or discontinued by Contractor.

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

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

Agency: Sonoma County Waste Management Agency
Attention: Patrick Carter
2300 County Center Drive, Suite B 100
Santa Rosa, CA 95403
Phone: (707) 565-3687
FAX: (707) 565-3701

Contractor: The Ratto Group of Companies, Inc.
Attention: James R. Salyers
P.O. Box 1916 Phone: (707)765-9995
Santa Rosa, CA 95402 Fax: (707) 795-9010

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written

confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

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

14.6 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

14.9 Entire Agreement. This Agreement, including the Exhibits, represents the full and entire Agreement between the Parties relating to the matters covered herein.

14.10 Amendment. This Agreement may not be modified or amended in any respect except in writing signed by the Parties.

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

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

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

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

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

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

CONTRACTOR:

By: _____

Name: _____

Title: _____

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

By: _____
Executive Director, SCWMA

APPROVED AS TO FORM FOR AGENCY:

By: _____
Agency Counsel

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
SCHEDULE OF PAYMENT TERMS

EXHIBIT C

LIST OF APPROVED DISPOSAL SITES

Facility	SWIS ID	Address	City
Redwood Landfill	21-AA-0001	8950 Redwood Highway	Novato, CA 94945
Jepson Prairie Organics Compost Facility	48-AA-0048	6424 Hay Road	Vacaville, CA 95687
Cold Creek Compost, Inc.	23-AA-0029	6000 Potter Valley Road	Ukiah, CA 95482
City of Napa Compost Facility	28-AA-0023	820 Levitin Way	Napa, CA
West Contra Costa County Sanitary Landfill Organic Material Processing	07-AA-0044	Foot of Parr Blvd	Richmond, CA 94806
Central Compost Site	49-AA-0260	550 Mecham Road	Petaluma, CA

EXHIBIT D
AGENCY RFP

On-File with the Agency Clerk

EXHIBIT E
CONTRACTOR'S PROPOSAL

On-File with the Agency Clerk

Scope of Work

Contractor shall transport compostable materials for the Agency from Transfer Stations and, if necessary, the Central Compost Site to Agency-approved Compost Sites, as listed in Exhibit C. Contractor shall be responsible for the Scheduling and Coordination, Vehicle Staging, Transport Logistics, Vehicle and Equipment Maintenance and Repair, Management and Recordkeeping, and Training, as described in the following Request for Proposals response provided by Contractor.

References in this Exhibit describing transport only from the Central Disposal Compost Site shall be interpreted to mean from the Central Compost Site or the Transfer Stations, as defined in this Agreement.

QUESTION 3 Scope of Work

The RFP proposed Scope of Services will be achieved as described in our Implementation and Budget Plan to collect all compostable materials from the Central Disposal Site compost facility and deliver the collected compostable materials to the AGENCY-approved Compost Facilities. Our proposal demonstrates our uniquely qualified personnel and equipment (tractors, trailers and maintenance facilities) to collect and transport at least 100,000 tons per year of compostable material or a seasonal average tonnage from October 1 to April 30 of 55,000 to 60,000 tons as described in the RFP addendum. Two AGENCY-approved facilities as promulgated in the RFP addendum are proposed with a third designated as a contingency back up:

PRIMARY Compost Facility

Redwood Landfill Compost Facility
8950 Redwood Highway
Novato, CA 94945

Redwood Landfill Compost Facility to receiving up to 180 tons per day (tpd) for this RFP.

SECONDARY Compost Facility

Jepson Prairie Organics Compost Facility
6426 Hay Road
Vacaville, CA 95687

Jepson Prairie Organics Compost Facility will be our processor for the remainder of the material.

CONTINGENCY Compost Facility

West Contra Costa County Sanitary Landfill Organic Materials Processing
Foot Of Parr Boulevard
Richmond, CA 94801

West Contra Costa County Sanitary Landfill Organic Materials Processing is permitted a maximum of 1,134 tons per day throughput.

The proposed Scope of Service includes

Scheduling and Coordination

Scheduling and Coordination with the AGENCY's third party loader and the AGENCY. TRG management, operational foremen, dispatch personnel specialists and crew is prepared to transport AGENCY-approved Compostable Material to receiving site(s). Management, operations, dispatch and crew are proximally located in Santa Rosa, California at several of the facilities that are part of the extensive TRG complex.

The TRG has the capacity to transport 60,000 tons from October 1 to April 30 or 100,000 tons per year. With its extensive tractor/trailer inventory and trained crew, TRG is uniquely positioned in Sonoma County to transport on a daily basis during either operational or ancillary operational hours, 6 days per week with contingency options for 7 days per week. During the AGENCY-proposed season of October 1 to April 30, the AGENCY estimates a range of 54,000 tons to 60,000 tons will need to be transported from the Central Disposal Site Compost Facility to the AGENCY-approved Compostable Material receiving site(s).

Vehicle staging

Tractors and trailers are mobilized from TRG facility located nearby in southwest Santa Rosa and will be readily available within minutes of the Central Disposal Site Compost Facility. If contingencies require, unloaded or loaded trailers may be staged at the Central Disposal Site Compost Facility. TRG management will coordinate any trailer staging at the Central Disposal Site Facility with the Central Disposal Site Compost Facility and the AGENCY's third-party loader.

Transport Logistics

All tractors and trailers will be maintained at one of TRG's several proximal maintenance and repair facilities located in Cotati, Santa Rosa and Petaluma. Maintenance includes daily, weekly, monthly and annual inspections and other regular system maintenance as required by the vehicle and equipment manufacturer or compliance agency.

Additionally, unique in Sonoma County, TRG maintains mobile repair trucks at the Cotati, Santa Rosa and Petaluma facilities.

Crew will visual safety check the tractor and trailer prior to mobilization. Additionally, crew will visually check the trailer for any signs of contamination or contaminants such as those chemicals, waste or that materials that render normally Compostable Material unusable or cause them to lose market value. If contaminants are found, the tractor or trailer will be cleaned or replaced and another tractor or trailer selected.

Transport vehicles consisting of a tractor, trailer and crew (one driver) will mobilize from Santa Rosa to the Central Disposal Site Compost Facility and check in at the scale house. Tare tractor/trailers may by pass the scale house and proceed directly to the Central Disposal Site Compost Facility. Upon arriving at the Central Disposal Site Compost Facility, TRG crew will check in with Central Disposal Site Compost Facility and/or the AGENCY's third party loader and proceed to the loading area. Check in procedures will consist of adherence to Central Disposal Site Compost Facility's operational and logistical procedures, briefing on any operational or safety issues at the Facility and provide Central Disposal Site Compost Facility personnel with proper documents for the transfer and transport of the Compostable Material to the AGENCY-approved receiving site(s).

The trailer will be visually checked again for any signs of contamination and if deemed satisfactory by Central Disposal Site Compost Facility and/or the AGENCY's third party loader, will be loaded with an average of 18,000 pounds (9 tons) or maximum legal load of Compostable Material. The loaded Compostable Material will be secure within the trailer with a cover so that no material will be released during transport. Upon securing the load, the crew will provide the Central Disposal Site Compost Facility any other documentation required and exit the Central Disposal Site Compost Facility and proceed to the scale house for a weight ticket.

Upon completing weight operations, the loaded and secured transport vehicle will proceed to the AGENCY-approved receiving site(s). Upon arrival at the AGENCY-approved receiving site, TRG crew will check in and follow the receiving site's procedures for operations including safety and logistics, such as weight and unloading. Once unloaded, TRG crew will proceed to the scale house and receive a weight ticket and any other documentation required. Upon exiting the receiving site, TRG transport will either proceed back to the Central Disposal Site Compost Facility to transport another load or return to TRG facility in Santa Rosa.

Vehicle and Equipment Maintenance and Repair

TRG maintains extensive local vehicle and equipment maintenance and repair facilities in Cotati, Santa Rosa and Petaluma. Additionally, each of the repair facilities stages one or more mobile repair trucks for emergency repairs when needed. Vehicle and equipment maintenance and inspections are performed on daily, weekly, monthly and annual basis as required by manufacturer specifications and regulatory compliance measures.

Management and Recordkeeping

TRG will maintain accurate and complete accounting records which will the relevant financial and operation data related to and demonstrating the basis for computation of all costs associated with the provided services. The accounting records will be prepared

in accordance with Generally Accepted Accounting Procedures and maintain the records and data at the 3400 Standish Avenue, Santa Rosa facility for the Term of this Agreement plus an additional four years after its expiration or earlier termination. TRG will ensure all records are absolutely maintained and preserved in order to provide the AGENCY with legally CERCLA-defensibility to include the final disposition of transported Compostable Material.

All records and data will be made available to the AGENCY, its auditors or other agents within 24 hours of written notice.

Monthly invoices including all weight tickets, manifest and other documentation will be provided to the AGENCY on a monthly basis.

Training

TRG personnel are a highly diverse and local work force with extensive training, certification and experience.

TRG performs extensive training for its personnel including EEO, safety and operational topics on monthly and annual basis as required or more often as deemed necessary by TRG management. A listing of training topics and certifications is provided in the answer to Question 1 of the RFP.

Alternative Plan

Additionally, we propose an alternative scenario in which TRG is uniquely situated in Sonoma County to provide. Please see last tab Alternative Plan. The current RFP Scope of Services unloads Compostable Material that was transported by TRG trucks from the Sonoma County transfer Stations to Central Disposal Site Compost Facility with all associated costs. The unloaded Compostable Material is then re-loaded onto the successful bidders truck/trailers for transport to haulers.

As an alternative, TRG proposes to transport the Compostable Material directly from the Sonoma County Transfer Stations to the AGENCY-approved compost disposal site(s). This is highly efficient and cost-saving operation that only the TRG can offer. The highlights of this alternative include, but are not limited to:

1. TRG hauls directly from Sonoma County Transfer Stations.
2. Eliminates double handling of Compostable Material
3. Rates are based upon the existing rate model, which was established through the bidding process.
4. Will use the same rate formula for pricing for transport from the Central Disposal Site Compost Facility.

5. Eliminates all Compostable Material hauling costs from the Sonoma County Transfer Stations to the Central Disposal Site Compost Facility.
6. Environmentally beneficial due to elimination of additional trucks/trailers and handling logistics.

Alternative Plan

We propose an alternative scenario in which TRG is uniquely situated in Sonoma County to provide. The current RFP Scope of Services includes Compostable Material that was transported by TRG trucks from the Sonoma County transfer Stations to the Central Disposal Site Compost Facility with all associated costs. The unloaded Compostable Material is then re-loaded onto the successful bidders truck/trailers for transport to haulers.

As an alternative, TRG proposes to transport the Compostable Material directly from the Sonoma County Transfer Stations to the AGENCY-approved compost disposal site(s). This highly efficient and cost-saving operation is an alternative that only TRG can offer. The highlights of this alternative include, but are not limited to:

TRG hauls directly from Sonoma County Transfer Stations AGENCY-approved compost disposal site(s).

- Saves \$11.28 per ton by eliminating the trip to Central Disposal Site.
- Eliminates double handling of Compostable Material
- Rates are based upon the existing rate model, which was established through the bidding process.
- Will use the established rate formula for pricing for transport from the Central Disposal Site Compost Facility.
- Eliminates all Compostable Material hauling costs from the Sonoma County Transfer Stations to the Central Disposal Site Compost Facility.
- Environmentally beneficial due to elimination of additional trucks/trailers and handling logistics.
- Makes footprint of Compostable Material at the Central Disposal Site Compost Facility smaller - **Major benefit for the Zero-Discharge issue.**

Please see attached Alternate Plan budgets for Transporting Compostable Material **directly from outlying Transfer Stations** to AGENCY-approved Compost Processing Facilities and associated Transporting Compostable Material **directly from the Central Disposal Site** to AGENCY-approved Compost Processing Facilities.

Exhibit B

Hauling of Green and Wood Waste Per Ton Hauling Cost

Total Fee/Ton

	Redwood		WCC Republic		Jepson Prairie		Napa		Cold Creek		Central	
Annapolis	\$	45.91	\$	50.70	\$	63.04	\$	55.50	\$	43.85	\$	11.28
Guerneville	\$	17.70	\$	21.70	\$	32.55	\$	23.98	\$	24.55	\$	11.28
Healdsburg	\$	16.56	\$	19.99	\$	30.83	\$	22.27	\$	17.70	\$	11.28
Sonoma	\$	11.99	\$	13.70	\$	19.99	\$	9.14	\$	29.12	\$	11.28
Central	\$	7.42	\$	14.28	\$	25.12	\$	15.42	\$	25.12	\$	-

Fuel Component

	Redwood		WCC Republic		Jepson Prairie		Napa		Cold Creek		Central	
Annapolis	\$	12.46	\$	13.87	\$	17.49	\$	15.28	\$	11.86	\$	3.97
Guerneville	\$	5.23	\$	6.63	\$	10.45	\$	7.44	\$	7.64	\$	3.97
Healdsburg	\$	4.82	\$	6.03	\$	9.85	\$	6.83	\$	5.23	\$	3.97
Sonoma	\$	3.22	\$	3.82	\$	6.03	\$	2.21	\$	9.25	\$	3.97
Central	\$	2.61	\$	4.02	\$	7.84	\$	4.42	\$	7.84	\$	-

Transport Component

	Redwood		WCC Republic		Jepson Prairie		Napa		Cold Creek		Central	
Annapolis	\$	33.45	\$	36.83	\$	45.55	\$	40.22	\$	31.99	\$	7.31
Guerneville	\$	12.47	\$	15.07	\$	22.10	\$	16.54	\$	16.91	\$	7.31
Healdsburg	\$	11.74	\$	13.96	\$	20.98	\$	15.44	\$	12.47	\$	7.31
Sonoma	\$	8.77	\$	9.88	\$	13.96	\$	6.93	\$	19.87	\$	7.31
Central	\$	4.81	\$	10.26	\$	17.28	\$	11.00	\$	17.28	\$	-



Agenda Item #: **10**
Cost Center: **Organics**
Staff Contact: **Mikus/Carter**
Agenda Date: **8/20/2014**

ITEM: **Organics Outhaul**

I. BACKGROUND

As discussed in the two previous items, the Zero Discharge Plan submitted to the North Coast Regional Water Quality Control Board (NCRWQCB) includes three paths to Zero Discharge of compost contact water, which are construction of a pond with sufficient capacity to contain an average year's worth of runoff from the compost site, the construction of a new compost site designed for appropriate stormwater management from the beginning, or shutting down of the existing compost site and 100% outhaul of compostable materials until a new compost site is constructed and operating in Sonoma County. Assuming the previous item was awarded and there is context for further discussion, the purpose of this item is for the Board to direct staff regarding continued implementation of the Zero Discharge Plan or commencing the complete hauling of organic materials.

II. DISCUSSION

The key question is what path to follow for compliance with the NCRWQCB directive for Zero Discharge of storm contact water from the compost facility.

One alternate option would be complete outhaul of compost materials to other processing facilities. In order to provide surety for using this course to close the facility by October 1, 2014, outhaul would have to be started by September 1, 2014, hence the need for a decision on implementing this option rather than following other Plan options now. However, as the Plan is set up, complete outhaul is put forth as a fail-safe measure that can be used at any time if the other options in the Plan become infeasible.

The August 8, 2014 letter from the NCRWQCB regarding the Zero Discharge Plan states, "We encourage you to aggressively implement the interim measures and to continue to work on the long-term solutions in earnest." Further, the letter says, "...we expect to develop a Time Schedule Order (TSO) incorporating the key elements, milestones, deliverables, and due dates you have presented in your Plan..." and "In addition we expect to include monitoring and reporting requirements and a description of potential enforcement consequences in the event of missed deadlines." This positive language would suggest that the Zero Discharge Plan is viable and its implementation could continue with regards to developing a new site, building a large storage pond, and implementing interim improvements.

In a comparison of operating expenses, complete outhaul is much more expensive than continuing to keep the compost site operational. Also the added expenditures would result in no tangible improvements to operations. Outhaul would result in the loss of a very important resource – the compost products – for our citizens and the agriculture community. Finally outhaul would result in increased greenhouse gas emissions from our operations.

Pursuing the other Plan options, although also expensive, would at least result in tangible assets, such as a new site or a suitable stormwater storage pond, that would provide operational enhancements. The facility could continue operating and providing our community the benefits of its products. However, this course does involve some risk from regulatory actions in the event of non-compliance issues. But, the recent NCRWQCB letter would indicate a significant reduction in these risks.

The Joint Powers Authority agreement list three categories of actions requiring unanimous votes: “(1) major program expansion(s) or (2) capital expenditures greater than \$50,000, or (3) adoption of annual budgets. A “major program expansion” means any program or plan for anything beyond yard and wood waste, household hazardous waste, and public education.” It is Agency staff’s opinion that this item (1) is not a major program expansion, as it is unambiguously about the existing yard and wood waste program, (2) the mechanism for the expenditure of greater than \$50,000 is the agreement with the hauling company to perform the service requested (the agreement does require a unanimous vote), and (3) is not an annual budget. As such, this item is a policy decision and approval requires a majority vote of the quorum.

III. FUNDING IMPACT

Complete outhaul has the potential to cost over \$4.9 million per year, which is approximately \$2.1 million more than the cost of Sonoma Compost’s processing and for the hauling from the transfer stations to the Central Compost Site.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board direct staff to continue implementation of the Long Term Components and Interim Measures as identified in the Agency’s Compost Wastewater Zero Discharge Plan (Plan) submitted to the NCRWQCB on July 11, 2014, including subsequent addendums, and to continue preparations as needed to be ready to implement the Outhaul Components of the Plan in the event the Board chooses this option in the future. The Board will retain the option to direct Staff to commence 100% outhaul as identified in the Plan and would make this decision at the Board’s discretion at a future meeting. It is also recommended for Staff to work with the NCRWQCB to coordinate the development of a Time Schedule Oder (TSO) consistent with the components identified in the Plan.

V. ATTACHMENTS

None

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



Agenda Item #: **11.1.a**
 Agenda Date: **8/20/2014**

ITEM: **Outreach Calendar August 2014- September 2014**

August 2014 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
1-10	11 AM – 10 PM	Sonoma County Fair, Santa Rosa – Agency booth in Grace Pavilion
1-10	11 AM – 10 PM	Sonoma County Fair, Santa Rosa- Lawn Conservation
5	4 – 8 PM	Community Toxics Collection Event, Rohnert Park
12	4 – 8 PM	Community Toxics Collection Event, Cotati
16,17	8 AM – 4 PM	E-Waste Recycling collection event, Cotati Park and Ride
19	4 – 8 PM	Community Toxics Collection Event, Sebastopol
19	6 - 9 PM	CLCA: Compost and Mulch: Managing the Drought
26	4 – 8 PM	Community Toxics Collection Event, Glen Ellen

September 2014 Outreach Events

2	4 – 8 PM	Community Toxics Collection Event, Oakmont
9	4 – 8 PM	Community Toxics Collection Event, Forestville
10	9 – 11 AM	Tour of Central Disposal Site, Sonoma State University
13,14	8 AM – 4 PM	E-Waste Recycling collection event, Santa Rosa, Finley Community Center
16	4 – 8 PM	Community Toxics Collection Event, Healdsburg
23	4 – 8 PM	Community Toxics Collection Event, Santa Rosa, NW
30	4 – 8 PM	Community Toxics Collection Event, Sonoma