



## Meeting of the Board of Directors

September 17, 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**

September 17, 2014

SPECIAL MEETING

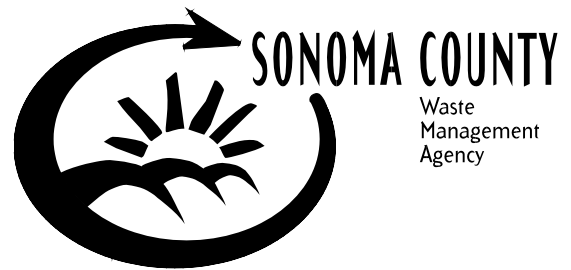
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*Note: This packet is 185 pages total*



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**Meeting of the Board of Directors**

**September 17, 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)**

**Estimated Ending Time 11:30 a.m.**

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

Teleconference location:  
Susan Harvey, City of Cotati  
5970 Riverview Road  
Mackay, ID 83251

**Agenda**

**\*\*\* UNANIMOUS VOTE ON ITEM #10 \*\*\***

<u>Item</u>	<u>Action</u>
1. Call to Order Regular Meeting	
2. Agenda Approval	
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(1)	
Renewed Efforts of Neighbors Against Landfill Expansion vs. County of Sonoma, Sonoma Compost Company, Sonoma County Waste Management Agency Case 3:14-cv-03804-TEH	

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 August 20, 2014 Regular Meeting
- 7.2 Annual Budget Adjustments
- 7.3 Construction Management Services, Pond Combination Project
- 7.4 Agreement for Special Counsel Services

**Regular Calendar**

8. Compost Zero Discharge Plan Update  
[Mikus](Attachments) **Discussion/Action  
Organics**
9. Waste Characterization Study Report  
[Carter](Attachments) **Discussion/Action  
Planning**
10. Compost Outhaul Agreement  
[Carter](Attachments) **Unanimous Vote  
Organics**
11. Tip Fee Surcharge Discussion  
[Mikus](Attachments) **Discussion/Action  
All**
12. Sonoma Compost Amendment  
[Mikus, Carter](Attachments) **Discussion/Action  
Organics**
13. **Attachments/Correspondence:**
  - 13.1 Reports by Staff and Others:
    - 13.1.a September and October 2014 Outreach Events
    - 13.1.b Carryout Bags Outreach Report
    - 13.1.c Safe Medicine Disposal Program Symposium Flyer

14. Boardmember Comments
15. Staff Comments
16. Next SCWMA meeting: October 15, 2014
17. 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](http://www.recyclenow.org)



Date: August 20, 2014  
To: SCWMA Board Members  
From: Henry J. Mikus, SCWMA Executive Director

**Executive Summary Report for the SCWMA Board Meeting of August 20, 2014**

**Item 3:** The Board met in Closed Session to discuss “Anticipated Litigation”. There was a report out of Closed Session that the Board gave direction to Counsel for preliminary approval to retain counsel of Mr. Dean Tanaka of BB&K based on a lawsuit. A contract will follow in September and will be discussed in open session.

**Item 7:** The Consent Agenda contained several items: the Minutes of the July 16, 2014 regular Board Meeting, the Year-End Financial Report, a Consultant Contract Extension (Stu Clark, DEI), and the Biennial Review of Code of Conduct; all were approved.

**Item 8: Compost Zero Discharge Plan Update:** The Zero-Discharge Plan that was sent to the NCRWQCB July 11, 2014 was reviewed. The two parallel long term option tracks, constructing a new site or building a large storage pond, were discussed, as was the “safety net” option to close the site and outhaul materials. The interim measures to reduce and improve the water discharged were outlined. The response letter to the Zero Discharge Plan from NCRWQCB, which included the intent to issue a Time Schedule Order based on the Plan, was mentioned, and Matt St. John, NCRWQCB Executive Officer, addressed the Board and answered questions. There was no formal action required for this item.

**Item 9: Compost Outhaul Agreement:** The Agency conducted a procurement process soliciting proposals for hauling the compost program feedstock materials. This included a continuation of the current process to bring materials to Central from the other transfer stations, partial outhaul to meet the 18 % footprint reduction as set forth in the Zero Discharge Plan, or total outhaul for site shut down in case that option had to be implemented. The Ratto Group was recommended as the contractor for the work. The Board approved the contract in principal on a Unanimous Vote.

**Item 10: Organics Outhaul:** From the beginning of Zero Discharge Plan formulation discussions in March, the August 20, 2014 Board meeting date was recognized as an initial “decision point” for considering implementing total outhaul of compost materials. For cessation of operations to be possible by October 1, 2014, the outhaul decision had to be made at the August Board meeting. However in large part due to the Zero Discharge Plan submittal coupled with the very positive NCRWQCB response to the Plan, the decision of the Board was to stay the course and follow the Plan, and to NOT implement total outhaul at this time. The decision was passed on a unanimous vote.

**Item 11: Attachments/Correspondence:** The only attachments was the August & September 2014 Outreach Calendar.



**To:** Sonoma County Waste Management Agency Board Members

**From:** Henry Mikus, Executive Director

**Subject:** September 17, 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.

**Please ALSO Note:** There is one item that will require a “Unanimous Vote”

## 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 August 20, 2014 Board Meeting:** regular approval.
- 7.2 **Annual Budget Adjustments:** Typically budget adjustments are made around the end of the first quarter of the fiscal year to account for any changes, mostly from alterations resulting from prior fiscal year closing such as carryover funds. This year some adjustments are the result of costs from the Zero Discharge Plan work.
- 7.3 **Construction Management Services:** The pond combination construction project is set to begin directly, and construction management, oversight, and QA/QC is needed. Since Tetra Tech BAS did the design drawings and bid specifications and is very familiar with the complexities of the project, staff recommends utilizing them for these services at a not to exceed amount of \$74,196.
- 7.4 **Agreement for Special Counsel Services:** As was reported out of “Closed Session” in August, the Board wishes to retain Mr. Gene Tanaka, of the law firm Best, Best, & Krieger, to act as Special Counsel to work with the Board, Agency Counsel, and Agency staff, and to monitor and advise, on issues related to the lawsuit Renewed Efforts of Neighbors Against Landfill Expansion vs. County of Sonoma, Sonoma Compost Company, Sonoma County Waste Management Agency.

## Regular Calendar

8. **Compost Zero Discharge Plan Update:** The work on implementing the Zero Discharge Plan continues with the recent month’s focus on accomplishing the interim measures that need to

be in place for the upcoming winter rainy season. SCC has begun reconfiguring the compost site to achieve the 18% footprint reduction. Partial outhaul to other compost sites has begun, mainly to provide space for the reconfiguration to be done expeditiously. Also, the pond combination work is set to begin.

9. **Waste Characterization Study:** The Waste Characterization Study has been completed by SCS Engineers. Waste samples from around the County solid waste system were taken and sorted, with the results tabulated and subject to statistical analysis. Results were also compared to the most recent similar study from 2006/2007. In simple terms, waste generation is down compared to the past study, and although the percentage compositions of the different waste types have changed almost all categories show a decrease when measured by tons.
10. **Compost Outhaul Agreement:** At the August meeting the Board approved an agreement in principal with the Ratto Group for outhaul of compost materials. However, despite the best intentions, the agreement could not be made final in the form that had been approved. In short, Ratto was not willing to haul materials to sites other than Redwood Landfill and Jepson Prairie, which had significant financial consequences. The agreement with Ratto is presented again for approval to acknowledge the Ratto limit on destination sites. Because the total outhaul possibility is an option in the Zero Discharge Plan that will only be used if all other Plan tracks cannot be made to work, the real immediate financial impact with the new version of the agreement is added annual costs of approximately \$50,000 for the partial outhaul related to site working footprint reduction.
11. **Tip Fee Surcharge Discussion:** The current tip fee surcharge, which funds our HHW, Education, and Planning/Reporting programs, has been at \$5.95/ton since July 2010 and is assessed on inbound trash only. The County-Republic landfill MOA which is likely to be effective soon has provision to assess the surcharge and other fees on all materials brought in to the solid waste system, not just trash. With a broader base of tons which would include compost raw materials, if the tip fee is left unchanged approximately \$500,000 in added revenue would accrue over the course of a year. An alternative would be to reduce the surcharge to a level where annual income would remain at current amounts; this is calculated to be about \$4.85/ton.
12. **Sonoma Compost Amendment:** The issue of a math error that had been inadvertently built into the revenue sharing formula for the new Sonoma Compost Company Contract from February 2013 was initially discussed as part of a larger topic related to a windrow turner and compost facility footprint reduction. Now that it is likely the windrow turner will not be purchased anytime soon, the error still needs to be addressed. As part of the new contract the balance between processing fees paid to SCC and the revenue sharing was altered to provide more stability in forecasting and budget; the Agency paid less up front but earned less after sales with the changes on both ends of the equation supposed to be in balance. SCC lowered their per ton costs to the Agency in return for a decrease in the revenue sharing



level. Revenue sharing had been on an even, split basis, with the mistake a factor of two in the new revenue sharing threshold. In effect the mistake resulted in the Agency getting the cost savings up front, then also the revenue sharing at an elevated level. An amendment to the contract is proposed to set the revenue sharing threshold at the correct level plus make an appropriate and fair adjustment for the recent year. The year adjustment is for \$183,773.50.

13. **Attachments/Correspondence:** The three items this month are the Outreach Events Calendar, a report on the Carryout Bags Ordinance Outreach efforts, and a flyer for the Safe Medicine Disposal Program Symposium on October 29, 2014.



## Minutes of August 20, 2014 Meeting

The Sonoma County Waste Management Agency met on August 20, 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
City of Healdsburg	Jim Wood
City of Petaluma	Dan St. John
City of Rohnert Park	John McArthur
City of Santa Rosa	Jake Ours
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
Acting Clerk	Patrick Carter

- 1. Call to Order**  
The meeting was called to order at 9:20 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 July 16, 2014 SCWMA meeting
- 7.2 Year End Financial Report FY 13-14
- 7.3 Consultant Contract Extension
- 7.4 Biennial Review of Code of Conduct

One correction was made to item 7.1. Page 10, paragraph 1, sentence 5 was changed to read “Regarding the fire danger, the active windrows to do not 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.” Previous the word “no” had been omitted.

**Bob Cox, City of Cloverdale, moved to approve the Consent Calendar, with the noted amendments as suggested by Agency staff, Susan Harvey, City of Cotati, seconded the motion.**

**John McArthur, City of Rohnert Park, and Jake Ours, City of Santa Rosa abstained from the vote of Item 7.1 the Minutes of July 16, 2014, due to their absences.**

**The motion passed with the noted abstentions.**

**7.1 Vote Count:**

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

AYES -8- NOES -0- ABSENT -0- ABSTAIN -2-

**7.2 - 7.4 Vote Count:**

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-

**Regular Calendar**

**8. Compost Zero Discharge Plan Update**

Mr. Mikus introduced Stu Clark, DEI, to make a presentation on the Zero Discharge Plan. Mr. Clark described the plan noting the long term components, interim measures, and overhaul contingency plan. The long term components consist of developing a larger compost storm water pond and the development of a new facility at a different location than the current facility. Both options could be completed in approximately the same amount of time, so both will be pursued concurrently.

The interim measures consist of compost site footprint reduction, storm water pond consolidation, pump and truck of a minimum of 60,000 gallons per day of compost contact water while water exists in the storm water ponds, an increase in sedimentation traps to improve water quality, and monthly reporting to the North Coast Regional Water Quality Control Board (NCRWQCB) as to the status and progress implementing the plan.

The third component to achieve Zero Discharge would be 100% overhaul of organics to out-of-county compost facilities. Overhaul could be implemented today or any time in the future, upon Board approval.

Mr. Clark reported that the NCRWQCB had received the plan and the letter received in response was supportive of the plan, sought a solution to keep the composting program local, and wanted

to enter into a Time Scheduled Order (TSO) with the Agency. The TSO would formalize the milestones and deliverables from the Zero Discharge Plan and require the monitoring and reporting. The TSO allows the NCRWQCB to retain its enforcement authority.

### **Board Questions**

Shirlee Zane, County of Sonoma, asked whether the TSO would be submitted to the Agency or to the County of Sonoma, as the permit holder.

Mr. Clark responded that he did not have an answer for that question at this point, but that this process must be collaborative for it to work, and he was hopeful that a solution that worked for everyone with regard to who receives the TSO could be achieved.

Chair Wood asked about the ramifications from not taking action at this meeting regarding outhaul.

Mr. Mikus responded that not deciding to have an agreement in place allowing outhaul would handcuff the Agency. Not having an agreement for outhaul would remove the Agency's safety net and increase the risk to the Agency.

Jake Ours, City of Santa Rosa, commented that not making a decision today would send the wrong message to the NCRWQCB.

Ms. Zane requested additional explanation of who was doing what in the plan.

Mr. Mikus responded that the interim measures would be discussed with Sonoma Compost Company at a meeting the following day. The pump and haul of compost water would continue with the Agency paying the disposal fees, and Sonoma Compost arranging for the hauling. The Best Management Practices would be the responsibility of Sonoma Compost Company.

Steve Barbose, City of Sonoma, mentioned that the pond combination project had not been discussed.

Mr. Mikus replied that prices for the project had been received on the previous Friday and that staff was currently evaluating them. The issues with the bids received included the schedule, as the earliest completion date looked to be mid- to late-October. Discussions were happening between NCRWQCB and County staff to analyze the risk of that schedule. The other issue was that the bid costs were higher than the Board allocated to the project, so efforts were underway to reduce the bid cost.

Ms. Zane requested more delineation between what the contractual obligations of Sonoma Compost Company and the Agency.

Mr. Mikus replied that the contractual obligation was for Sonoma Compost Company to pay for the first \$50,000 per year of costs related to new environmental conditions.

Ms. Zane asked that the delineation of responsibilities and costs be brought back at a later meeting.

Ms. Harvey added that the tasks in the plan likely included assignment of responsibility.

Mr. Clark confirmed that there was an internal assignment of tasks. Mr. Clark added that the creation of the plan was a collaborative process and that Sonoma Compost Company had committed a significant amount of time and effort toward this plan.

Matt St. John, Executive Director of the NCRWQCB, was invited to discuss the comments from the NCRWQCB. Mr. St. John discussed the Waste Discharge Requirements issued to the County of Sonoma and the provision contained therein requiring the Agency to submit a plan to cease discharges from the compost operation. The plan received by the NCRWQCB met those requirements. Mr. St. John acknowledged the uncertainties regarding the long term items and that the completion of those items would not be accomplished for several years. The interim measures described in the plan would provide a net improvement in the quality of the runoff and provide a net increase in the amount of runoff that could be hauled off-site. The NCRWQCB does not believe that outhaul at this point is required to meet the objectives of the Zero Discharge requirement, though that option should be retained should it be needed in the future.

Mr. St. John mentioned that his agency plans to issue a TSO to memorialize the contents of the plan and gives certainty to the Agency, County, and NCRWQCB that the plan will be implemented as designed. The NCRWQCB plans to issue the TSO after Agency staff provides a little more information about some of the interim measures.

Ms. Zane asked to whom the TSO would be issued.

Mr. St. John replied that the Waste Discharge Requirement was issued to the County, but that the TSO would be specific to the composting operation, so that the Agency and County would be named in the TSO.

Ms. Zane asked that if Agency did not meet the TSO, would the whole landfill permit be pulled.

Mr. St. John responded that the TSO would be specific to the compost facility and would not affect other landfill activities.

### **Public Comments**

None

### **Board Discussion**

None

## **9. Compost Outhaul Agreement**

Patrick Carter, Agency staff, reported on the status of the compost outhaul agreement. One proposal was received, and it was from The Ratto Group (TRG), which responded to the RFP and included an alternative proposal. The agreement would allow for three scenarios, hauling of compostable materials from the transfer station to the Central Compost Site, partial outhaul of material to out-of-county compost facilities, and 100% outhaul. With the cost information provided in the item, staff recommended proceeding with the alternative proposal. The alternative proposal would allow for the hauling of compostable materials from the outlying transfer stations directly to other compost facilities instead of the original proposal which would route the material to the Central Compost Site first.

Mr. Carter reported that partial outhaul of material from the Healdsburg Transfer Station to Cold Creek Compost and from the Sonoma Transfer Station to the City of Napa compost facility would be the lowest cost options.

### **Board Questions**

None

### **Public Comments**

Steve McCaffrey, TRG, reported that TRG had worked with SCS Engineers on the Waste Characterization Study and was looking forward to working with the Agency again on this project. When TRG accepted this responsibility, they did so understanding they would be on standby, which is difficult, but TRG is ready to move forward. Mr. McCaffrey reported that Table 2 of the item was not TRG's alternative proposal, which was much more limited, and this table was requested through negotiation with staff. Mr. McCaffrey stated that he recommended proceeding with staff's recommendation to iron out all the details and complete the negotiations.

Mr. Barbose inquired as to how much time would be needed to go to full outhaul if it became necessary.

Mr. McCaffrey stated his company plan to be ready immediately.

Ms. Zane inquired about the fuel component of the agreement. Ms. Zane asked if the fleet replacement moving to alternative fuels impacts this rate structure.

Mr. McCaffrey replied that this fuel rate structure was the same as the agreement with the County. The switch to alternative fuels would not likely impact this rate structure.

### **Board Discussion**

None

**Mr. Barbose moved the item for approval. The motion was seconded by Ms. Harvey.**

**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. Organics Outhaul**

Mr. Mikus started the discussions by acknowledging the collaborative efforts put forward by the NCRWQCB staff and Board members.

Mr. Mikus briefly summarized the decision of the Board on this item was whether to continue with the Zero Discharge Plan or whether the Board wished to close the compost site and outhaul all compostable materials. This item is not a final decision on whether the large compost pond should be built. Mr. Mikus asked that Mr. Clark continue with his presentation.

Mr. Clark presented the financial considerations of the plan vs. complete overhaul. The Board has committed about \$751,000 to date, which includes both interim and long term measures, which are considered one-time costs. The capital cost estimate of the long term components include the construction of the large pond at a cost of about \$7 million, and the estimate of the construction of a new compost site was estimated at approximately \$10-15 million. The ongoing costs of the Zero Discharge Plan would cost approximately \$750,000 per year for pumping and hauling of the compost contact water and \$40,000 to \$180,000 per year for partial overhaul of compostable materials. 100% overhaul would cause an additional cost of about \$2.1 million per year which would be about \$1.1 to 1.3 million more per year than the ongoing costs resulting from the Zero Discharge Plan.

Mr. Mikus added that the \$750,000 per year budgeted for pumping and hauling of compost contact water was estimated under different parameters and it is unlikely that all \$750,000 would be used.

### **Board Questions**

Chair Wood asked whether there were financial ramifications to the Agency if the material was 100% overhauled.

Mr. Clark responded that if the material were to be overhauled, there would be an impact to the community, as the material Sonoma Compost provided would no longer be available cause greater costs to agriculture and residential users. There are no projections that the material sent out of county would be landfilled, so fines resulting from not meeting diversion goals are not expected to be an issue.

Dan St. John, City of Petaluma, mentioned that the allocation program would go away and that would be a direct financial impact to Agency members.

### **Public Comments**

Cathy Frando, expressed concerns about the amount of water the compost operation uses and that the contact water that gets hauled away does not go back into the local aquifer. There is a fuel cost for hauling the water out. Ms. Frando does not have a problem with composting being in this county, but does have a concern, as a person with asthma, that cannot go outside due to the compost odors. Ms. Frando would like to see a new system that either doesn't have a pond that cuts off the top of the hill and exposes the site operations to view but also do something that is environmentally better and reflects the community better.

Ann Hancock, Climate Protection Campaign, expressed sadness regarding the potential to losing the local ability to compost and to ship out that green waste, and have to import compost materials from elsewhere. That just seems contrary to what Sonoma County stands for. Ms. Hancock lauded Sonoma Compost Company for their handling of green waste and is optimistic that solutions keep the resource local are possible.

Roger Larsen, Happy Acres, commented that as the zero discharge plan was presented to the Board that all the stakeholders were included, but did not include the over 100 homes of Happy Acres. Mr. Larsen claimed that the Agency was violating the Clean Water Act and that the description of the program did not include detail on the cost of violating federal law. Mr. Larsen expressed disappointment in the Water Board for not being more stringent with the Agency, but

cautioned that there was still a lot of liability out there. Mr. Larsen asked how the price of the new compost facility went from \$5 million to \$15 million.

Rick Downey, Republic Services, commented that Republic is concerned about the liability issue. The WDR will be in Republic's name. The Zero Discharge Plan will still cause discharge, and no one has said whether the discharge will be a violation by the Water Board. Mr. Downey suggested more vetting on the question of the financial ramifications of a lawsuit.

### **Board Discussion**

Mr. St. John stated that he understood some compost contact water could be reused on site and would displace well water, and asked staff to confirm.

Mr. Mikus confirmed the reuse of water. Water generated on site is used as a resource. With more storage capacity the potential for reuse would be greater.

Ms. Zane asked how the liability could be further vetted.

Mr. Clark reiterated that the plan needs to be something that everyone agrees to.

Mr. Mikus added that there were no firm answers to be given at this time, but that he had reached out to Mr. Downey to acknowledge the issue and to work with him to resolve it.

Ms. Coleson acknowledged that these issues are being discussed confidentially and that this is not appropriate for open session.

Ms. Zane replied that these are legitimate concerns and need to be resolved. The TSO from the NCRWQCB will name both the County and the Agency, so this is a fair question.

Chair Wood stated he believed the discussions should happen, but that the issue before the Board at this meeting was whether 100% outhaul happens today or whether staff continues to implement the Zero Discharge Plan.

Mr. Barbose stated that even with the interim measures there would likely be a discharge, and wondered whether there was an ability to predict how much water would be discharged, to estimate what the potential liability could be.

Ms. Harvey expressed concern over the liability issues described by Republic and the County and how it was above and beyond what was resolved by the Master Operations Agreement.

Mr. Barbose stated that his understanding was this was a separate issue from the landfill liability.

Mr. Downey stated that this is a concern because it was not part of the MOA previously. The carve-out of liability is for the new compost facility which may not be built for another two or two and a half years. The discharge of water from the compost facility is beyond Republic's control and they feel like the liability should have been vetted more thoroughly.

**Mr. Barbose moved proceed with the interim measures in the Zero Discharge Plan.**

**Ms. Harvey seconded the motion.**



Ms. Zane expressed concern over not having all the details settled, specifically regarding the division of responsibility with the Agency and Sonoma Compost Company.

Ms. Harvey requested that the report to the NCRWQCB be distributed to the Agency Board.

**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-
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**11. Attachments/Correspondence:**

- 11.1 Reports by Staff and Others:
  - 12.1.a August 2014 and September 2014 Outreach Events

**12. Board member Comments**

Mr. St. John informed the Board that the City of Petaluma is considering the redirection of organics to the Redwood compost facility for the purpose of aiding the Zero Discharge Plan as well as additional food waste diversion. The City is also examining the delivery of Agency services analysis for its own purposes and will share the results and finding with the rest of the Board.

Chair Wood requested the compost amendment be discussed at the next Agency meeting.

**13. Staff Comments**

Mr. Mikus brought the Board’s attention to the bags provided to highlight the reusable bag distribution. The enforcement date of September 1, 2014 was rapidly approaching.

Ms. Zane mentioned there was a field trip down to San Jose to examine the anaerobic digestion a few years back, and suggested a follow-up trip to see how the program was progressing.

Ms. Harvey asked how many bags were distributed.

Mr. Mikus replied that it was over one thousand.

**14. Next SCWMA meeting: September 17, 2014**

**15. Adjourn**

The meeting was adjourned at 11:00 AM.

Submitted by  
Patrick Carter



Agenda Item #: **7.2**  
Cost Center: **All**  
Staff Contact: **Carter**  
Agenda Date: **9/17/2014**

ITEM: **Budget Adjustments for FY 14-15**

**I. BACKGROUND**

At the April 16, 2014 Agency meeting, the budget for FY 14-15 was unanimously approved by the Agency Board. The budgeting process followed by the Agency includes an opportunity to make changes (Budget Adjustments) to the budget after the fiscal year-end to reflect information more current than was available at the time of budget approval in April. There are three proposed Budget Adjustments for the Agency's FY 14-15 Budget.

**II. DISCUSSION**

The three budgetary adjustments are for one-time expenditures from reserves, with two adjustments to the Organics Reserve and one to the Contingency Reserve. In both cases, the adjustment is necessary to appropriate funding for projects which were authorized in FY 2013-14, but continue into FY 14-15. These include the Waste Characterization Study and a number of projects related to Zero Discharge and the Compost Site Alternative.

**III. FUNDING IMPACT**

The net effect of these budgetary adjustments is an expenditure of \$1,080,089 more than had previously been budgeted. There are no offsetting revenues to balance the additional expenditures, so the result will be decreased fund balances in both the Organics and Contingency Reserves to an expected \$3,996,698 and \$182,574, respectively.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends approving the Budget Adjustments to the FY 14-15 Budget with a unanimous vote, which is required by the Joint Powers Agreement, and to authorize the Executive Director to sign the ten individual Requests for Budget Adjustments as required by the Auditor-Controller's Office.

**V. ATTACHMENTS**

Budget Summary  
Budgetary Adjustment Summary  
Resolution

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

**FY 14-15 SONOMA COUNTY WASTE MANAGEMENT AGENCY  
BUDGET SUMMARY**

	Wood Waste 78101	Yard Debris 78102	H H W 78104	Education 78107	Planning 78108	Organics Reserve 78103	Facility Closure 78105	Facility Reserve 78106	Contin. 78109	Total All Divisions
<b>REVENUES</b>										
44002 Interest/Pooled Cash	1,117	7,010	2,535	1,134	191	33,208	412	6,201	1,153	52,961
42358 State-Other	0	0	151,512	135,000	0	0	0	0	0	286,512
42358 Tipping Fee Revenue	170,850	3,281,000	1,100,423	262,871	34,956	0	0	0	0	4,850,100
46003 Sale of Material	5,000	10,000	0	0	0	0	0	0	0	15,000
46040 Miscellaneous Revenue	0	0	0	0	0	0	0	0	0	0
46029 Donations/Reimburse	5,000	5,000	322,297	32,439	4,314	0	0	0	0	369,050
47101 OT-Within Enterprise	0	0	0	0	0	313,717	0	140,285	176,506	630,508
<b>TOTAL REVENUES</b>	<b>181,967</b>	<b>3,303,010</b>	<b>1,576,766</b>	<b>431,445</b>	<b>39,461</b>	<b>346,925</b>	<b>412</b>	<b>146,486</b>	<b>177,659</b>	<b>6,204,131</b>
<b>EXPENDITURES</b>										
<b>SERVICES AND SUPPLIES</b>										
51041 Liability Insurance	360	7,200	3,660	720	60	0	0	0	0	12,000
52091 Memberships	0	0	10,000	150	0	0	0	0	0	10,150
52101 Miscellaneous Expense	0	0	0	0	0	0	0	0	0	0
52111 Office Expense	0	5,000	2,000	17,730	0	1,000	0	0	2,000	27,730
51249 Professional Services	0	0	138,158	78,474	0	0	0	0	0	216,632
51916 County Services	596	11,928	6,063	1,193	99	0	0	0	0	19,880
51803 Contract Services	164,130	3,397,964	1,193,800	27,414	0	1,679,175	0	15,000	97,709	5,569,188
51201 Administration Costs	5,525	215,209	195,220	242,069	22,387	63,447	0	11,266	61,570	816,692
51213 Engineering Services	0	5,000	0	0	0	86,585	0	0	0	17,500
51211 Legal Services	0	5,000	10,000	25,000	10,000	10,000	0	0	10,000	70,000
51207 Accounting Services	310	6,197	3,150	620	52	0	0	0	0	10,328
51206 Audit Services	500	6,000	7,500	3,000	1,000	2,500	0	0	1,500	22,000
51919 EFS Costs	0	4,192	0	0	0	0	0	0	0	4,192
51205 Advertising	0	0	12,000	22,250	0	0	0	0	0	34,250
51401 Rents/Leases - Equip	0	2,460	0	0	0	0	0	0	0	2,460
51421 Rental Bldg/Improve	0	0	30,000	7,225	0	0	0	0	0	37,225
52162 Enforce Agency Fees	0	82,000	400	0	0	40,000	0	0	0	122,400
52163 Professional Development	0	1,500	0	0	0	0	0	0	0	1,500
51225 Textbook/Tuition	0	600	600	1,200	0	0	0	0	0	2,400
51922 County Car Expense	0	3,000	0	0	0	0	0	0	0	3,000
51602 Travel Expense	0	0	0	0	0	0	0	0	0	0
51904 Data Processing	3,531	6,017	3,531	3,531	3,531	0	0	0	0	20,141
<b>SUBTOTAL</b>	<b>174,952</b>	<b>3,759,267</b>	<b>1,616,082</b>	<b>430,576</b>	<b>37,129</b>	<b>1,882,707</b>	<b>0</b>	<b>26,266</b>	<b>172,779</b>	<b>7,019,668</b>
<b>OTHER CHARGES</b>										
57011 OT-Within Enterprise	166,445	147,272	140,285	146,429	30,077	0	0	0	0	630,508
57015 OT-Between Enterprise	454	908	454	454	454	0	0	0	0	2,724
<b>SUBTOTAL</b>	<b>166,899</b>	<b>148,180</b>	<b>140,739</b>	<b>146,883</b>	<b>30,531</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>633,232</b>
<b>TOTAL EXPENDITURES</b>	<b>341,851</b>	<b>3,907,447</b>	<b>1,756,821</b>	<b>577,459</b>	<b>67,660</b>	<b>1,882,707</b>	<b>0</b>	<b>26,266</b>	<b>172,779</b>	<b>7,652,900</b>
<b>NET COST</b>	<b>159,884</b>	<b>604,437</b>	<b>180,055</b>	<b>146,014</b>	<b>28,198</b>	<b>1,535,782</b>	<b>(412)</b>	<b>(120,220)</b>	<b>(4,880)</b>	<b>1,448,770</b>

**Budget Adjustments Summary**

Fund	78103		78109		All Adjusted		
	Organics Reserve		Contingency Reserve		Total		
	New Amount	Change	New Amount	Change	New Amount	Change	
<b>Expenditures</b>							
<b>Account</b>	<b>Sub-Object Title</b>						
51803	Contract Services	1,679,175	928,295	97,709	77,709	1,776,884	1,006,004
51213	Engineering Services	86,585	74,085			86,585	74,085
<b>Total Expenditures</b>		<b>1,765,760</b>	<b>1,002,380</b>	<b>97,709</b>	<b>77,709</b>	<b>1,863,469</b>	<b>1,080,089</b>

RESOLUTION NO.:

DATED: September 17, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ADOPTING  
ADJUSTMENTS TO THE FY 2014/15 ANNUAL BUDGET

WHEREAS, the Agency approved the Sonoma County Waste Management Agency Fiscal Year 2014/15 Budget by unanimous vote on April 16, 2014; and

WHEREAS, additional costs have become known to Agency staff that were not reasonably foreseeable at the time of budget adoption; and

WHEREAS, the Agency Board of Directors wishes to make adjustments to the FY 2014/15 Budget to account for additional costs in the amount of \$1,080,089.

NOW, THEREFORE BE IT RESOLVED that the Sonoma County Waste Management Agency Board of Directors hereby approves the adjustments to the FY 2014/15 Sonoma County Waste Management Agency Budget.

MEMBERS:

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

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

SO ORDERED

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

ATTEST: DATE:

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



Agenda Item #: **7.3**  
Cost Center: **Organics**  
Staff Contact: **Mikus**  
Agenda Date: **9/17/2014**

**ITEM: Construction Management Services Pond Combination Project**

**I. BACKGROUND**

One facet of the Zero Discharge Plan submitted to the North Coast Regional Water Quality Control Board was developing additional compost contact water storage capacity by combining the two existing small storm water sedimentation ponds into a single, larger pond with approximately double the storage capacity. At the May 21, 2014 meeting the Board authorized money for the design work, which was done by Tetra Tech BAS.

At the July 16, 2014 Agency meeting, the Board authorized staff to conduct competitive procurement and contract for construction the combined ponds. As a result, the Agency has agreed with Magnus Pacific Corporation to do the work, which is set to start mid-September 2014 and be complete by the end of October 2014.

**II. DISCUSSION**

Construction management and oversight is required, which include Quality Assurance and Control (QA/QC) activities. Because of their familiarity with the project, and the compelling urgency to have the project done expeditiously and properly in time for the upcoming winter rain season, Tetra Tech BAS is recommended to perform these functions. Although the project is relatively small, there are also some complexities of concern. The original ponds were constructed 20 years ago, to uncertain standards, and it is likely some technical decisions or modifications may be required as the project progresses. Also, the location of the ponds, on a hillside above the landfill gas electric power generating plant, understandably have caused the County (as property owner) to be concerned that the project receives adequate oversight and direction. Because Tetra Tech BAS has been the design engineering firm, and has had to deal with the project issues, they are best suited to do the management and oversight including making any in-progress adjustments as efficiently as possible.

Tetra Tech BAS has prepared a proposal, which is attached, to perform project construction management and oversight, for a not to exceed amount of \$74,196.

**III. FUNDING IMPACT**

The cost for this work will be drawn from the Organics Reserves. Staff believes existing appropriations in the FY 2014/15 Budget can accommodate this expenditure, but staff will monitor expenditures through the implementation of all Zero Discharge projects and return to the Board in the spring of 2015 if additional appropriations are necessary.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends Board approval to have Tetra Tech BAS perform construction management and oversight plus QA/QC activities for the pond combination project.

**V. ATTACHMENTS**

Tetra Tech BAS Proposal

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

August 28, 2014

p14-4359

Henry J. Mikus, Executive Director  
Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B100  
Santa Rosa, California 95403

**RE: PROPOSAL TO PERFORM CONSTRUCTION MANAGEMENT OF THE CONSTRUCTION OF  
STORMWATER IMPROVEMENTS AT THE SONOMA COUNTY CENTRAL DISPOSAL SITE**

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Dear Mr. Mikus:

Tetra Tech BAS is pleased to present this proposal to assist the Sonoma County Waste Management Agency (SCWMA) by providing construction management services for the construction of the stormwater improvements at The Sonoma County Central Disposal Site. The construction project will combine the unlined stormwater Ponds 4 and 8 into a single lined pond that will receive the contact water from the composting facility.

For this project we have assembled a team that combines industry-leading capabilities in overseeing the construction of solid waste containment structures and ancillary facilities that are subject to Title 27 regulations. We have prepared a scope that will provide onsite technical assistance during construction, administration of the construction documents, and construction inspection. The scope is presented below:

**SCOPE OF WORK**

**Pre-bidding/Preconstruction Assistance**

Prior to the selected contractor mobilizing to the site, a pre-construction meeting (or teleconference if appropriate) will be scheduled. Tetra Tech BAS will prepare an agenda and review it with the SCWMA project manager. At a minimum, the agenda will include the following:

- Introduction of project participants (SCWMA, site operations personnel, A-E's, and contractor)
- Project lines of communication
- Project health and safety issues
- Emergency notification procedures
- Submittal format
- Requests for information
- Change order/extra work (procedures and approvals)
- Progress payments (schedule and procedures)
- Completion date, time extension procedures, and time accounting
- QA/QC, (in this case the [project only requires Contractor QA)
- Project schedule, milestones
- Special permit requirements



- Review of site specific concerns (plans and specifications)
- Survey requirements
- Discussion of submittals for long-lead time purchases

Tetra Tech BAS will conduct the pre-construction conference and immediately following the conference, the construction manager (CM) will prepare minutes of the meeting and will distribute draft copies to each attendee. Upon receipt and reconciliation of any comments, the CM will finalize the meeting minutes for distribution to the attendees.

### **Construction Management**

Technical and Administrative Management: The Tetra Tech BAS CM will have overall responsibility for administration of the work. The Tetra Tech BAS CM will maintain communications with the designated SCWMA project manager and inform the SCWMA as to the status of all aspects of the work.

The Central Site Compost Pond includes engineered plans and specification prepared by Tetra Tech BAS. To streamline the administrative process, Tetra Tech BAS will be the nexus for all construction related communication and correspondence between the engineering and the contractor which will also eliminate potential miscommunications. SCWMA will be copied on all correspondence. All construction-related communication and correspondence from contractors performing work on the project will be directed to the Tetra Tech BAS CM, who will log the information and then distribute it to the appropriate parties.

Construction Management Duties: The inspection and monitoring will be performed by the Tetra Tech BAS CM with additional technical support from the Tetra Tech BAS engineering and construction staff as necessary. Tetra Tech BAS will evaluate the needs of the project based on the level of activities represented on the contractor's schedule and as dictated by field conditions.

The Construction Management Duties will consist of:

- Review of contractor performance to ensure conformance with plans and specifications
- Construction Time Monitoring and Schedule Review
- Review of Contractor's NPDES Compliance
- Preparation of Daily Reports of construction activities
- Review and evaluation of Contract Change Orders
- Review and response to contractor submittals
- Review and response to RFIs
- Conduct construction progress meetings.
- Prepare construction meeting agenda and minutes
- Review and process progress payment applications
- Review contractors conformance with the project Health and Safety Plan
- Coordination with Contractor, Engineer and SCWMA

The construction manager will continually review the contractor's performance in order to minimize conflicts and schedule delays. Material/product issues, and occasionally overlooked details by even well

intentioned contractors, vendors, and suppliers may result in construction-related issues. The look-ahead schedules, the submittal logs, and re-reviews of the plans and specifications for the upcoming specific work items, will be utilized in an effort to address potential issues before they occur. The weekly Construction Progress Meetings will provide an opportunity for open and frank discussion regarding upcoming work. Specific questions regarding the status of submittals, material orders, and any concerns anticipated by the contractor/subcontractors or engineer will be reviewed as appropriate at that time. It is noted, however, that issues should not, and will not be held for discussion only at Construction Progress Meetings. Daily cooperation and interaction between the CM and contractor will be conducted to net the most favorable results in the resolution and/or prevention of issues.

### **Contract Closeout/Post Construction**

Construction Close-out: In order to ensure that the project meets the requirements of the plans and specifications and that the final project documentation is in order, project close-out procedures will begin well before the conclusion of a contract. Tetra Tech BAS will maintain a cumulative listing of project deficiencies and corrective action items. Pre-final inspections will be implemented to develop project punch lists.

As part of the close-out procedure, the Tetra Tech BAS CM will review and verify final pay quantities for compliance with the bid schedule and any approved contract additions or deletions. Contract time summaries will be evaluated and the Tetra Tech BAS CM will endeavor to resolve any remaining contract time extension issues. Contract Change Orders and extra work items will be reviewed for completeness. If unresolved issues remain, the Tetra Tech BAS CM will schedule negotiation meetings with the contractor, and make every attempt to mitigate the item(s). All submittals will have been received by this time and the Tetra Tech BAS CM will verify receipt of any Manufacturers warranties, record drawings, or other required literature or documentation.

At the completion of the project close-out procedure, Tetra Tech BAS will prepare a report detailing final conclusions that have been reached in regards to the above noted items. In addition, Tetra Tech BAS will submit to the SCWMA project manager all project photographic logs, and final as-built plans. The final report will also include any recommendations that may be warranted, and the project certification.

As-Built Drawings: Preparation of As-Built Drawings is the responsibility of the contractor. However, Tetra Tech BAS will meet with the contractor and the project surveyor to review the as-built drawing requirements. Examples will be provided, if necessary, to demonstrate what the final product is expected to reflect and how it should be formatted.

Additionally, the contractor will be required to submit the raw as-built survey data immediately after each survey event to ensure that the information is available should there be a circumstance where the project surveyor is no longer available to complete or furnish the as-built drawings.

**FEE ESTIMATE**

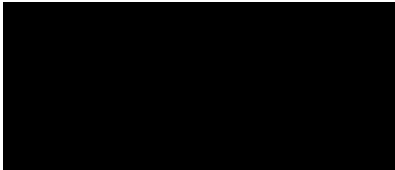
Our estimated fee to perform the proposed scope of work is \$74,196; a breakdown of the fee is included in the attached table. This work will be performed on a Time and Materials Basis, not to exceed this amount without prior authorization from SCWMA's Project Manager.

**SCHEDULE**

The schedule is based on the contractor beginning work on site September 15, 2014 and continuing through October 23, 2014. We have assumed that 20 of these days will require on site construction management staffing. If the construction schedule is extended beyond this time frame, additional budget may be required.

We give our commitment that the SCWMA will receive the highest quality services throughout the duration of this contract. We thank you for giving us the opportunity to present this proposal, and we look forward to discussing with you further how we can support the County on this important project.

Sincerely,



Gregory E Saul, P.E.  
Senior Project Manager

**Construction Management Services for Storm Water Improvements at the Sonoma County Central Disposal Site  
Sonoma County Waste Management Agency**

Task	Principal Engineer (PRE)	Division Engineer (DE)	Senior Project Manager (SM)	Engineer V (E-V)	Engineer III (E-III)	Engineer II (E-II)	Senior Project Designer (SPD)	Drafter (D)	Chief of Survey Parties (CSP)	Senior Construction Manager (SCM)	Administrative Assistant (ADA)	TOTAL LABOR HOURS	TOTAL LABOR COST	REIMBURSABLES*	EXPENSES % LABOR 3%	TOTAL FEE
	hr. \$221	hr. \$211	hr. \$199	hr. \$149	hr. \$129	hr. \$119	hr. \$165	hr. \$101	hr. \$141	hr. \$198	hr. \$91					
<b>Pre Construction</b>																
Construction Management Start up						16				4		20	\$2,696		\$81	\$2,777
Pre Construction Meeting*			4			4						8	\$1,272	\$1,060	\$70	\$2,402
<i>Task 2 Total</i>			4			20				4		28	\$3,968	\$1,060	\$151	\$5,179
<b>Construction Management</b>																
Onsite CM (Assumes 20 10-hour days)**						200						200	\$23,800	\$8,936	\$982	\$33,718
Weekly Meetings and Engineering Support			8	12			8			12	12	52	\$8,168		\$245	\$8,413
Submittal Review			4	12								16	\$2,584		\$78	\$2,662
RFI Response		4	4	12			8					28	\$4,748		\$142	\$4,890
Site Inspection (Engineering)***			16				12					28	\$5,164	\$1,120	\$189	\$6,473
<i>Task 3 Total</i>		4	32	36		200	28			12	12	324	\$44,464	\$10,056	\$1,636	\$56,156
<b>Post Construction</b>																
Construction Close out			4			16	4			4		28	\$4,152		\$125	\$4,277
As Built Review			4			8	4					16	\$2,408		\$72	\$2,480
Final Report		2	4			20		8		4	8	46	\$5,926		\$178	\$6,104
<i>Task 4 Total</i>			12			44	8	8		8		90	\$12,486		\$375	\$12,861
<b>Total Hours</b>		6	48	36		264	36	8		24	20	442				
<b>Total Fee</b>		1,266	9,552	5,364		31,416	5,940	808		4,752	1,820		\$60,918	\$11,116	\$2,162	\$74,196

\* Includes 2 round trip flights from So Cal and 1 day car rental

\*\* Includes 24 night's stay at a hotel, 24 days car rental, 24 days of per diem and 4 round trip flights

\*\*\* Includes 2 round trip flights from So Cal and 2 day car rental

Flight \$ 500.00  
Hotel \$ 163.00  
Per Diem \$ 66.00  
Car Rental \$ 60.00



Agenda Item #: **7.4**  
Cost Center: **Organics**  
Staff Contact: **Mikus**  
Agenda Date: **9/17/2014**

**ITEM: Agreement for Special Counsel Services**

**I. BACKGROUND**

Lozeau Drury LLP, on behalf of Renewed Efforts of Neighbors Against Landfill Expansion (Renale), prepared and issued a 60-day Notice Letter, dated June 17, 2014, to Sonoma County, SCWMA, and Sonoma Compost Company regarding stormwater discharges from the Central Disposal Site with emphasis on the SCWMA compost facility. Subsequently, upon passing of more than 60 days since the Notice, Lozeau Drury filed a lawsuit in Federal court, entitled Renewed Efforts of Neighbors Against Landfill Expansion vs. County of Sonoma, Sonoma Compost Company, Sonoma County Waste Management Agency, Case 3:14-cv-03804-THE.

**II. DISCUSSION**

It is in the best interests of SCWMA to retain a Special Counsel well-versed in the matters listed in the Notice, and the lawsuit filing, particularly to work with the Board, Agency Counsel, and Agency staff, and to monitor and advise, on the pertinent issues. Agency Counsel has sought a qualified individual and firm, and concluded that Mr. Gene Tanaka of the law firm Best, Best, and Krieger LLP would ably fulfill the SCWMA requirements in this regard. An Agreement for Special Counsel Services for this work is attached.

**III. FUNDING IMPACT**

The cost for this work will be drawn from the Organics Reserves.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends Board approval of the Agreement for Special Counsel Services to have Mr. Gene Tanaka of the law firm Best, Best, and Krieger LLP to work with the Board, Agency Counsel, and Agency staff, and to monitor and advise, on issues related to the lawsuit Renewed Efforts of Neighbors Against Landfill Expansion vs. County of Sonoma, Sonoma Compost Company, Sonoma County Waste Management Agency, Case 3:14-cv-03804-THE.

**V. ATTACHMENTS**

Agreement for Special Counsel Services

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

## AGREEMENT FOR SPECIAL COUNSEL SERVICES

This Agreement is made and entered into by and between Sonoma County Waste Management Agency ("Agency") and Best Best & Krieger LLP ("BB&K"), and shall be dated \_\_\_\_\_, 2014. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Legal Services. BB&K shall represent the Agency as special counsel to advise it regarding the action entitled Renewed Efforts of Neighbors Against Landfill Expansion v. County of Sonoma, et al., United States District Court, Northern District of California, Case No. 3:14-cv-03804-TEH ("Action"). Although BB&K is being engaged to provide advice, it may also be asked to represent the Agency in the Action.

2. Designation of Responsible Attorney. Gene Tanaka and Shawn Hagerty shall be the BB&K attorneys responsible for advising and if necessary, handling the Action.

3. Compensation. BB&K shall be compensated by the Agency for the performance of such services as follows:

A. Legal Services Special Counsel Matters. Commencing on September 1, 2014 (regardless of the date this Agreement is executed by the parties) and continuing thereafter, BB&K shall be compensated for the performance of legal services by its attorneys at the following rates:

- (1) Gene Tanaka - \$350/hr.
- (2) Shawn Hagerty and other partners - \$300/hr.

(3) Associates - \$250/hr.

(4) Paralegals - \$155/hr.

BB&K shall also be compensated for travel time of each attorney to attend any meeting, court appearance, or other event directly related to the legal matter for which the attorney is providing service to the Agency, at the then currently hourly rate of the attorney. However, BB&K will not be compensated for travel time for its attorneys between Southern California and Northern California. On or before January 1, 2015 and each January 1 thereafter during the term of this Agreement, BB&K shall submit to the Agency a list of the hourly rates, if applicable, of all attorneys available to perform services for the Agency. Any new hourly rates will be effective commencing on each January 1 through and including December 31 of that calendar year.

B. Reimbursable Expenses. BB&K shall be entitled to reimbursement for all reasonable and necessary expenses incurred by it in the performance of legal services. Reimbursable expenses to which BB&K shall be entitled shall include, but not be limited to, expert fees and costs, duplication costs, word processing costs, telephone and telecommunications costs, extraordinary mail costs, messenger service, and other costs customarily made as a part of the performance of legal services by BB&K.

C. Payment for Services. BB&K shall submit monthly statements to the Agency for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the attorney performing the task. Payment to BB&K shall be made by the Agency within thirty (30) days of receipt of the statement, except for those specific items on the billing which are contested or questioned and returned by the Agency, with written explanation, within

thirty (30) days of receipt of the statement. BB&K shall provide to the Agency a written response to any statement contested or questioned and further, upon request of the Agency, provide the Agency with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the Agency.

4. Term. The term of this Agreement shall commence on September 1, 2014, and shall continue until terminated by either party pursuant to the terms of this Agreement. The Agency may terminate this Agreement at any time; however, the Agency will give BB&K thirty (30) days written notice prior to termination. BB&K may terminate this Agreement on thirty (30) days written notice to the Agency of such termination. BB&K will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. BB&K shall be compensated for its services rendered through and including the effective date of such termination.

5. Notices. Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by depositing it with an overnight delivery service or the United States Postal Service, postage prepaid and addressed as follows:

Agency: Sonoma County Waste Management Agency  
c/o Henry Mikus  
2300 County Center Drive, Suite B-100  
Santa Rosa, CA 95403

BB&K: Best Best & Krieger LLP  
2001 N. Main Street, Suite 390  
Walnut Creek, CA 94596  
Attention: Gene Tanaka, Partner

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with an overnight delivery service or the United States Postal Service shall be deemed to have been given two (2) consecutive business days



following the deposit of the same in the custody of the delivery service or United States Postal Service. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

6. Insurance. BB&K agrees to take out and maintain in full force and effect under the terms of this Agreement the following insurance coverage:

A. Workers Compensation Coverage. Such insurance coverage as is required pursuant to the Workers' Compensation Laws of the State of California; and,

B. General Liability Coverage. A general liability policy with coverage of not less than \$1,000,000; and,

C. Professional Liability Coverage. Professional Liability (errors and omissions) insurance in an amount of not less than \$25,000,000.

7. General Provisions.

A. Assignment. BB&K shall not assign this Agreement, or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that BB&K is uniquely qualified to perform the services provided for in this Agreement.

B. Independent Contractor. BB&K is and shall at all times remain as the wholly independent contractor to the Agency. Neither the Agency nor any of its officers, employees, servants or agents shall have control as employer over the conduct of BB&K or any of BB&K's officers, employees or agents. BB&K shall not at any time or in any manner

represent that it is, or any of its officers, employees or agents are, in any manner employees of the Agency.

C. Non-Discrimination. In the performance of this Agreement, BB&K shall not engage in discrimination in employment of persons because of the age, race, color, sex, national origin or ancestry or religion of such persons.

D. Nature of Relationship. Nothing contained in this Agreement shall be deemed, construed or represented by the Agency or BB&K to any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the Agency and BB&K.

E. Entire Agreement. This Agreement constitutes the entire agreement of the parties concerning its subject matter and all prior agreements or understandings, oral or written, are merged into this Agreement.

F. Amendment. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties.

G. Interpretation. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

H. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such

waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives as follows:

SONOMA COUNTY WASTE MANAGEMENT  
AGENCY

By: \_\_\_\_\_  
Henry Mikus, Executive Director

BEST BEST & KRIEGER LLP,

By: \_\_\_\_\_  
Gene Tanaka, Partner



Agenda Item #: **8**  
Cost Center: **Organics**  
Staff Contact: **Mikus**  
Agenda Date: **9/17/2014**

ITEM: **Compost Zero Discharge Plan Update**

**I. BACKGROUND**

At the August 20, 2014 meeting the Board decided to continue with implementation work on the Compost Wastewater Zero Discharge Plan, and to not completely shut down the compost facility by beginning total outhaul of compost raw materials.

Since then, the focus has been with the Interim Measures listed in the Plan that must be in place for the upcoming winter rain season. The two primary items are the compost site working footprint area reduction, and the construction project to combine the two small sedimentation ponds into a single, larger capacity pond.

As a reminder: The Plan contains several parallel primary areas of concentration, plus several interim measures to improve water discharge while to primary areas are developed:

- Construct a large new pond that can hold approximately a year's amount of rainfall.
- Select, then construct, a new compost facility designed to efficiently manage storm water.
- Shut the site down via total outhaul as a safety measure if the other two primary tracks prove infeasible.

**II. DISCUSSION**

New Pond construction: The initial public and SCWMA Referral Notice was completed and distributed on August 29, 2014. This was an optional first step in the CEQA review process for the new pond project designed to solicit comments from stakeholders very early in the CEQA process.

New site: Tetra Tech BAS continues their work analyzing the prospective new Central Compost Site and is still on-target to have their report available for the October 15, 2014 SCWMA Board meeting. The November draft agenda lists discussing certification of the Final EIR and making a site selection. However, the possibility exists that these two decisions could be made at the October meeting.

Footprint Reduction: Partial outhaul of incoming raw materials began the first week of September. This has been set at a level higher than the ultimate 18% reduction target, at a minimum of 125 tons per day, in order to provide working space for changing and consolidating the site footprint. Once the site is settled into its winter configuration, the outhaul volume will be reduced to about 18%, or about 60 tons per day. If Petaluma decides to divert its compost raw materials permanently to another site, the amount of outhaul would reduce further, to between 20 and 30 tons per day.

***Particular emphasis and appreciation must be noted for two SCWMA member jurisdictions, the City of Sonoma and the City of Petaluma, who worked to enable their franchise haulers to take***

***their individual portions of the incoming raw materials to nearby outside compost facilities.*** This direct haul will provide savings to SCWMA compared to collecting and reloading to ship out. Since the tip fees at the outside facilities are slightly higher than for our compost facility, SCWMA will pay the difference so as to have no adverse cost impact on the rate payers of Sonoma or Petaluma. Letters sent to Sonoma, and Petaluma's hauler, regarding the direct haul are provided as attachments.

In order to divert the non-contact water away from the active compost work area, a water diversion berm will be put in place. Also some work with the piping for the landfill storm water collections system is required, also to keep the non-contact water away. An elevation survey was recently completed and the size and location information for the berm is being developed. It is expected excess excavation from the pond modification project will be used for the berm.

Combine Existing Ponds: The Board had authorized a not-to-exceed amount of \$400,000 to cover the cost of taking the existing two small sedimentation ponds at the compost site, and combining them into a single, double capacity pond of 2 million gallons storage. Through a price quote solicitation, Magnus Pacific Corporation, Rocklin, CA was selected. They had the best price plus the earliest completion date. Negotiation and some cost saving measures provided by the design engineers resulted in our ability to keep the project at the budget amount. Magnus Pacific is set to begin work September 15, 2014. Their completion date is set for October 23, 2014. Because the time frame for project completion is beyond October 1, 2014, thus carrying some risk of adverse impacts from rain, dialogue was initiated with both the County and NCRWQCB regarding the schedule. As a result a Contingency Plan to divert storm water was formulated to minimize rain impacts on the project. A letter from the County regarding the Contingency Plan is included as an attachment.

Pump and Truck Contact Water: As reported previously, in July it was learned that the Laguna Treatment Plant (LTP), which had accepted compost contact water from the facility last winter, had experienced some difficulties and wished to limit what was sent there. As a result, staff have been having discussions with other water treatment plants in the area to see if our capacity to pump and haul water can be augmented. Thus far these plants have been involved in discussions: East Bay MUD, Sonoma Valley, Petaluma/Ellis Creek, and Novato. East Bay MUD has the ability to accept our water, and we have completed the application process to take water there. Sonoma Valley cannot accept our water as they are at capacity, particularly during storm events which is when our water needs to be transported. Ellis Creek and Novato are still making their determinations.

Environmental Protection Solutions, a local firm with expertise in water treatment and storm water management, has been retained under the Executive Director's signing authority with funding from the contingency financial allocation approved by the Board for the Zero discharge work. EPS was tasked with tabulating historical water test data and using that information to aid in discussions with the treatment plants listed above. EPS also is examining the current Monitoring and Reporting Program (MRP) to suggest possible enhancements, and has worked with Sonoma Compost Company (SCC) sampling and testing contact water. Representative samples of compost contact water were made by soaking compost windrows with water and collecting the run-off. These samples have been sent for analysis in order to characterize the Ultra-Violet Transmittance and possibly identify which constituent is causing difficulties.

Interim Water Quality Measures: SCC has begun their normal winter/rain season preparatory work, which includes re-installing sedimentation traps. This year there will be three additional traps added to the four used last year. One of the new traps will be utilized for run-off from the vacated 4.25 acres so as to minimize any effect from remaining fine particles.

Zero Discharge Program Financial Summary: At the August Board meeting, a request was made to provide an updated financial summary for Zero-Discharge expenses, which included listing who was the responsible party. This summary is provided below:

Expenses Already Committed:

<u>Item</u>	<u>Budget</u>	<u>Spent</u>	<u>Responsibility</u>
Reimburse Republic, large pond design	\$67,995	\$67,995	SCWMA
DEI consultant	\$83,000	\$44,000	SCWMA
PRMD CEQA	\$80,000	\$5,915	SCWMA
Engineering fine tune design + cost estimate	\$20,000	\$7,400	SCWMA
Zero Discharge Contingency (not to exceed \$100,000)			
EPS storm water work	\$10,000	\$0	SCWMA
Combined ponds design	\$25,704	\$25,704	SCWMA
Unallocated	\$64,296	\$0	
Combined Ponds QA/QC/oversight	\$74,196	\$0	SCWMA
Construct combined ponds	\$400,000	\$0	SCWMA
Footprint reduction berm survey & design	Just begun		SCC
Initial Footprint Reduction Outhaul	Just begun		SCC & SCWMA

Large Pond Future Expenses (rough estimates):

<u>Item</u>	<u>Budget</u>
Construction	\$5,885,823
CTS Mitigation	\$910,000
Construction Management, Testing, QA	\$115,000

Other Pertinent Estimated Expenses:

<u>Item</u>	<u>Budget</u>
Annual partial outhaul	\$425,000
Total outhaul	\$5,200,000
Pump & haul contact water annual	\$750,000

### III. FUNDING IMPACT

Additional project funding beyond current Budgetary Adjustments would need to be allocated from the Organics Reserve Account. The FY 14-15 estimated year-end balance is \$3,996,698. 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 actions are required at this time.

## **V. ATTACHMENTS**

Letter to City of Sonoma

Letter to the Ratto Group/Petaluma

Sonoma County Letter on the Ponds Combination

September 2014 Monthly Zero Discharge Report to NCRWQCB

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA



September 4, 2014

Ms. Carol Giovanatto  
City Manager  
City of Sonoma  
No. 1 The Plaza  
Sonoma, California 95476

Subject: Green Waste Hauling and Processing

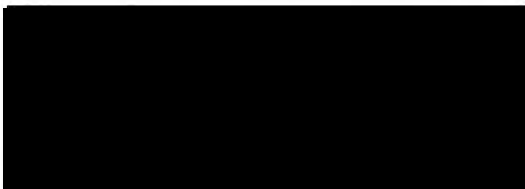
Dear Carol,

Thank you for taking time to speak earlier. Per our conversation, please accept this letter as our written request for the City of Sonoma to concur with the need to haul the green waste collected by the City's franchise collector/hauler, Sonoma Garbage Collectors, to an alternate processing facility (other than the agency's site) on a short term basis.

Our requested is driven by our need to divert green waste from our site to allow reduction of our working area to comply with interim water quality improvement measures contained in a plan submitted recently to the North Coast Regional Water Quality Control Board for achieving "Zero-Discharge" of storm waters from the compost facility.

We have discussed this matter with a representative of Sonoma Garbage Collectors and have agreed to reimburse them for any difference in processing fee or added haul cost, so that rates to the city or its citizens are not adversely impacted.

Your assistance is greatly appreciated.



Executive Director

Copies: Steve Barbose, City Council Member and Agency Board Member  
Susan Klassen, Sonoma County Director of Transportation and Public Works  
Sonoma Garbage Collectors  
Ken Wells, Guiding Sustainability and Consultant to Sonoma Garbage Collectors  
SCWMA Board  
Will Bakx, Sonoma Compost Company





September 5, 2014

Mr. Steve McCaffrey  
Director of Government Affairs  
The Ratto Group of Companies  
P.O. Box 1916  
Santa Rosa, California 95402

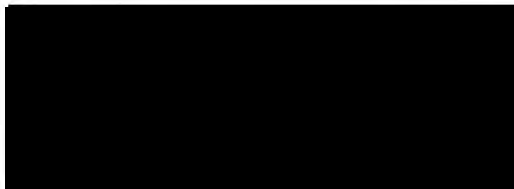
Subject: Diversion of Petaluma Green Waste for Processing

Dear Steve,

Thank you for taking time to speak earlier. Per our conversation, please accept this letter as our written notice to the Ratto Group of Companies that the amount of green waste delivered to our compost facility at the Central Disposal Site must decrease on a temporary basis for at least 60 days. This emergency situation exists due to compliance requirements for the SCWMA Zero Discharge Plan as submitted to the North Coast Regional Water Quality Control Board, particularly that the working footprint of the site is decreased during the annual winter rain season. Our initial target is to reduce the incoming materials by 125 tons per day, and have them delivered to an alternate processing facility. After the site is reconfigured for winter, the amount of diverted material would reduce.

Because of the proximity of the City of Petaluma to Redwood Landfill, Novato, CA, with the resultant lowest hauling costs, plus the available capacity for green waste at that site, diverting the green waste collected in the City of Petaluma would provide the lowest cost advantage to SCWMA for the duration of this effort. Doing so would also not have an adverse impact on the Petaluma rate payers.

Please contact us if you have any concerns or questions, and to let us know when you will implement green waste diversion. Your assistance is greatly appreciated.



Executive Director

Copies: John Brown, City Manager, Petaluma  
Dan St. John, Public Works Director, Petaluma  
Susan Klassen, Sonoma County Director of Transportation and Public Works  
SCWMA Board  
Will Bakx, Sonoma Compost Company



Integrated Waste  
Northern Sonoma County Air Pollution Control District  
Road & Bridge Operations  
Sonoma County Airport  
Sonoma County Transit

Susan R. Klassen, Director

Deputy Director, Road Operations: Tom O'Kane

Deputy Director, Transportation Operations: Jason Nutt

September 4, 2014

File: 50-01-17.22

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

Re: **Sonoma County Waste Management Agency Compost Facility  
Pond Construction / Combination Plan - Concurrence  
Central Disposal Site**

Dear Mr. Mikus:

In July 2014, the County was provided a proposal/plan by your Agency to combine storm water detention ponds 4 and 8 at the Central Disposal Site in order to move the Sonoma Compost facility towards a zero discharge operation based on ongoing discussions and correspondence with the Regional Water Quality Control Board (RWQCB). The detention ponds are included within your licensed premises under that certain License Agreement for Use of County Facilities dated as of April 23, 2013. These plans were subsequently reviewed by Department technical staff as to applicability and implementation, and comments provided back to your Agency. Provided County technical comments are addressed and implemented, we generally concur that the project can proceed with the following clarifications.

- 1) By approving the Agency's implementation of this project, the County in no way takes responsibility for the standard professional care and sound engineering practices necessary to design and construct the pond. By moving forward with this project, the Agency accepts full responsibility for all design and construction and all necessary maintenance and care during post-construction life.
- 2) The County recognizes that the benefits of the combined pond are meaningful as part of the Agency's zero discharge plan. However, the County does not by virtue of this concurrence waive any rights to demand that the Agency meet zero discharge by the October 1, 2014 date required by the RWQCB, or any date thereafter. In addition, the County's concurrence with this interim measure, shall not be deemed an approval of the Agency's overall zero discharge plan, nor a waiver of the County's rights to accept, reject, or negotiate the terms and conditions of any Time Schedule Order issued by the RWQCB.

- 3) Should construction commence on the pond, the Agency and its consultant's/subcontractors are hereby required to monitor weather and be adequately prepared in case of rain, having all necessary or anticipated erosion control materials on site.
- 4) The Agency is required to implement the submitted rain contingency plan (bypass plan) attached.
- 5) The Agency recognizes that the Central Disposal Site where this work is to be performed is governed by numerous permits and waste discharge requirements, and as such agrees to comply with all applicable regulations in the construction of this project.

Should you have questions or require additional information, feel free to contact me at 707-565-2231.

Very truly yours,



ND PUBLIC WORKS

cc.

Trish Pisenti  
Glenn Morelli  
David Leland, Assistant Executive Officer, NCRWQCB  
Rick Downey, and Pete Pouwels, Republic Services



Date: September 9, 2014  
To: North Coast Regional Water Quality Control Board  
From: Henry J. Mikus, SCWMA Executive Director

### **Monthly Progress Report for the SCWMA Compost Facility Zero Discharge Plan September, 2014**

As delineated in the “Compost Wastewater Zero Discharge Plan” (the Plan) submitted to the North Coast Regional Water Quality Control Board (NCRWQCB) on July 11, 2014, SCWMA will submit monthly progress reports about work accomplished in accordance with the Plan.

#### **Section 1 New Compost Storm Water Pond Development:**

- The cost estimate for pond construction was completed by Tetra Tech BAS (consulting engineers) and presented to the SCWMA Board at the August 20, 2014 meeting on schedule as outlined in the Plan.
- Development of the initial Referral Notice of Project to Receive Environmental Review to interested members of the public and agencies was completed and distributed on August 29, 2014. This is the first step in the CEQA review process for the new pond project. This task was completed ahead of the September 1<sup>st</sup> schedule outlined in the Plan.

#### **Section 2 New Compost Site Selection & Development:**

- Tetra Tech BAS continues their work analyzing the prospective new Central Compost Site and is still on-target to have their report available for the October 15, 2014 SCWMA Board meeting.
- The draft agenda for the November 19, 2014 SCWMA Board meeting includes provision for discussing certification of the Final EIR for the Compost Facility Relocation and new site selection.
- SCWMA member jurisdictions have begun deliberations towards adopting an Amendment to the SCWMA JPA Agreement that will extend the Agency term beyond February 2017. The Amendment was formally distributed to the members via inclusion in the agenda packet for the July 16, 2014 SCWMA Board meeting.

#### **Section 3 Interim Component: Footprint Reduction Measures:**

- The contract amendment with Sonoma Compost Company (SCC) which provided for a mechanism to purchase a new windrow turner that would allow consolidating site operations to effect an 18% working footprint reduction was approved. However, new information related to the possibility Petaluma would elect to outhaul its portion of the incoming compost raw materials plus lengthened machine delivery lead time have put that purchase on hold.
- The alternate method identified in the Plan of partial outhaul of incoming compost raw material to achieve the 18% footprint reduction identified in the Plan was approved by the SCWMA at the August 20<sup>th</sup> Board meeting. The partial outhaul process was initiated beginning September 4, 2014. In order to provide sufficient space to make the initial site layout changes the beginning level of partial material outhaul has been set greater than will be required on an ongoing basis. Once the site is reconfigured the volume of outhaul material will be adjusted to maintain the optimal amount required to achieve the footprint reduction identified in the Plan.

#### **Section 4 Interim Component: Increased Interim Storage – Expand Existing Ponds:**

- The engineering design for combining the two existing storm water ponds into a single pond with increased capacity was completed by August 4, 2014.
- Sonoma County completed their review of the pond design, and revised drawings were completed August 12, 2014.
- Bids for doing the construction work to combine the ponds were solicited August 4, 2014. Bids were received by August 15, 2014. Magnus Pacific Corporation, Rocklin, CA was selected for the project. Their schedule is to begin the work September 15, 2014, and be complete by October 23, 2014.
- Because the time frame for project completion is beyond October 1, 2014, thus carrying some risk of adverse impacts from rain, dialogue was initiated with both the County and NCRWQCB regarding the schedule. As a result a Contingency Plan to divert storm water was formulated to minimize potential rain impacts on the project and to implement the pump and truck measures from an alternate sedimentation pond in the event of an early rain prior to pond completion.

#### **Section 5 Interim Component: Pump and Truck Measures:**

- SCWMA sent an amendment to the Plan to NCRWQCB on August 4, 2014, outlining a commitment to pump and haul for treatment at least 60,000 gallons of compost contact water per day to the East Bay Municipal Utilities district plant in Oakland, CA.
- SCWMA has had further discussions with other water treatment plants regarding their ability to accept compost water for treatment; those discussions are in process and anticipated to be concluded this month as outlined in the Plan. Sonoma Valley has indicated their plant cannot take any of our compost water this season but indicated a willingness to reconsider next year when additional analytical data becomes available.

#### **Section 6 Interim Component: Water Quality Measures:**

- SCC has begun their normal winter/rain season preparatory work, which includes re-installing sedimentation traps. This year there will be three additional traps added to the four used last year. One of the new traps will be utilized for storm water run-off from the vacated 4.25 acres.
- A survey is complete and plans are being prepared for placing a diversionary berm to segregate the storm water flow from the 4.25 acre/18% footprint reduction area from the remainder of the site. The berm is expected to be constructed using excavated soils from the pond combination project.

#### **Section 7 Testing and Reporting:**

- Environmental Protection Solutions (EPS) was engaged by SCWMA to examine the current Monitoring and Reporting Program (MRP) 97-49 and suggest possible enhancements. EPS has also tabulated historical test data and participated in the discussions with water treatment plants regarding their willingness to accept compost contact water.
- The SCWMA is in the process of finalizing its recommendations for enhancements to the MRP sampling and testing protocols and anticipates submitting our proposed revisions for NCRWQCB review and consideration prior to October 1.

#### **Section 8 Out Haul Plan Components:**

- SCWMA issued a Request for Proposals for hauling compost materials July 10, 2014, with a closing date of August 4, 2014.
- A contract with the selected firm, the Ratto Group, was presented and approved at the SCWMA August 20, 2014 Board meeting pending finalization of negotiations of terms substantially as presented to the Board.
- Also at the August 20, 2014 meeting the SCWMA Board decided to continue efforts to follow the

Long Term and Interim Components of the Zero Discharge Plan, and decided not to implement total outhaul of compost materials; rather, total outhaul is to be kept as a contingency for all concerned parties in case the Plan, or significant components, are determined by the NCRWQCB to be unacceptable or by the SCWMA Board to be infeasible.

- Negotiations resulted in revised provisions of the outhaul contract, which require approval by the SCWMA Board at the September 17, 2014 meeting.
- Because commencement of partial outhaul was essential to Plan adherence, a short term arrangement with the Ratto Group was put in place so partial outhaul could begin on schedule to accomplish the Footprint Reduction on time as outlined in the Plan.



Agenda Item #: **9**  
Cost Center: **Contingency**  
Staff Contact: **Carter**  
Agenda Date: **9/17/2014**

ITEM: **Waste Characterization Study Final Report**

**I. BACKGROUND**

Waste Characterization Studies (WCS) are used to determine the composition of materials intended for landfill disposal. Rather than categorizing every single piece of garbage, WCS typically involve using statistical analysis and representative sampling to study a subset of waste and apply the findings to the overall garbage population. Historically, local WCS have only included waste entering the County of Sonoma's waste system, not material that is self-hauled to other landfills, nor is it a study of litter that does not enter the County's system.

WCS were performed in Sonoma County in 1995/96 and 2006/07. The studies have included waste sorts performed over the course of a few weeks in the dry and wet seasons to take seasonal variability into account.

Many conditions affecting the waste stream have changed since 2007. Economic conditions have changed with a major recession having taken place, new laws and regulations have gone into effect (e.g. AB 341 and CalGreen building codes), and waste reduction education efforts have been ongoing. The result has been a decline of waste tonnage from slightly more than 300,000 tons in 2006 to less than 250,000 tons in 2012 in the County system. When examining all countywide waste, the resultant decline in tonnages is from approximately 500,000 tons in 2006 to just over 300,000 tons in 2012.

The agreement to perform the WCS was awarded to the team led by SCS Engineers at the January 15, 2014 Agency meeting.

**II. DISCUSSION**

The SCS Engineers team performed 552 samples of waste over the course of two sorting seasons, one from March 17-24 and another from July 21-25. Additional details of the sampling methods and material category definitions are contained in the attached report.

The significant findings from this report include that overall, Organics remained the largest category of waste in the waste-stream, C&D has decreased from the seconded greatest waste category by weight to the third largest category, and Paper is the new second highest waste category which is up from third in the previous WCS.

For the residential sector the top three waste-streams were Organics (35.5%), Paper (18.1%), and Plastics (15.2%). Food was the largest subcategory, with vegetative and non-vegetative food waste accounting for 15.2% and 5.2% of all residential landfill disposal, respectively. Compostable paper, a subcategory of paper, was the next highest at 8.5% of the residential waste-stream.

The commercial sector had similar results to the residential sector in that the top three waste-streams were Organics (31.2%), Paper (24%), and Plastic (18.2%), respectively. As with the residential sector, the largest subsectors were food waste (13.6% vegetative and 5.8% non-vegetative) and other compostable paper (9.5%).

Self-hauled waste had a different composition from residential and commercial generated waste. The top three categories in self-haul were Construction and Demolition (47.9%), Organic (20.6%), and Paper (11.4%) wastes. The top three subcategories were clean recyclable wood (13.5%), clean gypsum board (10.2%), and rock, soil, and fines (9.5%), all of which were in the C&D category.

SCS compared the change in material percentages, as well as tonnage, from the 2007 WCS to the present study. As noted previously, the overall tonnage decreased significantly from 374,300 tons to 262,500 tons. While some of the material types may have shifted, it should be noted that the general trend was less disposal. For example, while Organics was the largest portion of landfill disposal in the 2007 WCS and the current WCS (34.5 and 30.7%, respectively), the tonnage decreased from 129,100 tons to 80,600 tons. Construction and Demolition saw a percentage decrease from 29.2% to 19.2% and a tonnage decrease from 109,300 tons to 50,400 tons. While the Paper category saw an increase from 16.3% in 2007 to 19.8% in the current study, the tonnage still decreased from 61,000 tons to 51,900. The only category to increase from the previous WCS to the present WCS was Plastics, increasing from 7.4% to 14.8% and from 27,800 tons to 39,000 tons.

Additionally, SCS Engineers performed an analysis of waste generator types, including Single Family, Multifamily, Wholesale/Retail/Warehouse, Grocery Market, Office/Business/Government, Education, Healthcare, Restaurant, Golf/Pool/Health Club, Lodging, and unclassified commercial. Trends emerged, such as higher percentages of paper generated from office/business/government and healthcare facilities than other generator types, and higher incidences of organics generated in single and multifamily residences, education, restaurants, and lodging facilities.

### **III. FUNDING IMPACT**

Upon receipt of the final invoice the project is expected to be completed within the budgeted amount of \$112,956 and within the timeframe described in the proposal.

### **IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends accepting the Waste Characterization Study delivered by SCS Engineers.

### **V. ATTACHMENTS**

2014 Waste Characterization Study

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA





## Waste Characterization Study 2014 Final Report

Prepared for:



### Sonoma County Waste Management Agency

2300 County Center Drive  
Suite B100  
Santa Rosa, CA 95403

Attention: Patrick Carter, Department Analyst  
[patrick.carter@sonoma-county.org](mailto:patrick.carter@sonoma-county.org)

Prepared by:

**SCS ENGINEERS**  
3843 Brickway Boulevard  
Suite 208  
Santa Rosa, CA 95403

Attention: Michelle Leonard, Vice President  
[mleonard@scsengineers.com](mailto:mleonard@scsengineers.com)

September 10, 2014  
File No. 01214049.00

**Offices Nationwide**  
[www.scsengineers.com](http://www.scsengineers.com)

# Waste Characterization Study 2014 Final Report

Prepared for:

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

Attention: Patrick Carter, Department Analyst  
[patrick.carter@sonoma-county.org](mailto:patrick.carter@sonoma-county.org)

Prepared by:

**SCS ENGINEERS**  
3843 Brickway Boulevard  
Suite 208  
Santa Rosa, CA 95403

Attention: Michelle Leonard, Vice President  
[mleonard@scsengineers.com](mailto:mleonard@scsengineers.com)

September 10, 2014  
File No. 01214049.00

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**Appendix A – Material Categories**

### **Acknowledgements**

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## 1 INTRODUCTION

The Sonoma County Waste Management Agency (Agency) contracted with SCS Engineers (SCS) to conduct a two-season waste characterization study of waste generated and disposed of in Sonoma County. Waste sampling, which included hand-sorting of waste samples from residential and commercial sources and visual characterization of self-hauled waste, was conducted at the Central Landfill during both the “wet” season from March 17-24, 2014 and the “dry” season from July 21-25, 2014. Visual characterizations were also conducted at the Sonoma and Healdsburg Transfer Stations during both seasons.

The primary objectives of the study were to:

1. Compare the waste compositions derived in this study to those derived in a similar study conducted in 2006/07. This will allow the Agency to monitor and measure recycling and waste disposal trends.
2. Identify specific generator types or specific residential collection routes that are contributing substantial quantities of recyclable/compostable materials to the waste stream.
3. Define and measure household hazardous waste disposed into the County waste stream.

## 2 METHODS

### WASTE SAMPLING PLAN

Since the County's last waste characterization study in 2007, a number of factors have changed the composition of the waste stream, including a 30 percent decrease in the quantity of material disposed. To facilitate comparisons to previous waste characterization studies conducted in 1995/96 and 2006/07, SCS defined the following waste sectors consistent with previous studies:

- **Residential Waste** - Waste collected by a waste hauling company from single-family residences (including townhouses or buildings with up to four residential units). It typically arrives at the solid waste facility in side-loading packer trucks.
- **Commercial Waste** - Waste collected by a waste hauling company from businesses, institutions, public venues, and multi-family buildings such as apartments and condominiums with more than four residential units. It typically arrives at the solid waste facility in packer trucks, roll-off containers, or compactor units.
- **Self-Hauled Waste** - Waste that is brought to solid waste facilities by the resident or business that generated it. This sector also includes contractors such as landscaping companies and renovators that deliver waste generated during their business operations.

SCS coordinated waste sampling with The Ratto Group, the franchised waste hauler for the majority of Sonoma County. Waste loads that were targeted for sampling were directed to the Central Landfill. Waste from Petaluma was reloaded into the waste collection vehicle after sampling to be disposed at the Redwood Landfill.

#### Residential and Commercial Waste

SCS worked with The Ratto Group to identify residential routes per geographic area and commercial customers by type. Based on recent collected waste tonnage, approximately 40 percent of the waste is residential (from single-family homes) and 60 percent is commercial (multi-family properties, businesses, and institutions). To be consistent with the 2006/07 study, SCS collected 250 waste samples: 100 from single-family homes and 150 from commercial sources as specified below:

Waste Type and Origin	Percent of Total Weekly Waste Capacity	Number of Samples
Residential	40%	100
Commercial	60%	150
<b>Total</b>	<b>100%</b>	<b>250</b>

Waste sampling was conducted over two seasonal sampling events in March and July of 2014. The number of samples was split equally between the two sampling events.

### Residential Samples

Based on information about residential routes from The Ratto Group, SCS collected residential waste samples in proportion to the number of routes as detailed below.

<b>Residential Waste Origin</b>	<b>Number of Weekly Routes</b>	<b>Percent of Total Weekly Waste Capacity</b>	<b>Number of Samples</b>
Cloverdale	5	2%	2
Healdsburg	5	2%	2
Petaluma	25	10%	10
Rohnert Park	17	7%	6
Santa Rosa	86	34%	34
Sebastopol	5	2%	2
Windsor	20	8%	8
Cotati	3	1%	2
Unincorporated	87	34%	34
<b>Total</b>	<b>253</b>	<b>100%</b>	<b>100</b>

### Commercial Samples

The Ratto Group provided to SCS a listing of 3,666 commercial customers by geographic area with corresponding collection service. From this information, SCS was able to estimate the volume of waste generated each week from each commercial customer.

SCS was able to categorize 2,661 (73 percent) of the businesses by generator type according to the name of the business. This corresponded to a weekly volume of 17,284 cubic yards of waste. There were 1,005 businesses representing 5,815 cubic yards that could not be categorized by generator type. These businesses were referred to as “Unclassified Commercial”.

The table below identifies the weekly volume of waste generated by business type as well as the number of samples that were collected. The number of samples per business type corresponds to the volume of waste generated per week.

<b>Commercial Generator Type</b>	<b>Weekly Waste Capacity (CY)</b>	<b>Percent of Total Weekly Waste Capacity</b>	<b>Number of Samples</b>
Apartments	2,365	10%	16
Wholesale/Retail/Warehouse	3,766	16%	24
Grocery/Markets/Catering	866	4%	6
Office/Government/Business Service	1,962	8%	12
Education	2,003	9%	14
Healthcare	681	3%	4
Restaurant/Golf/Pool/Health Club	2,063	9%	14
Lodging	4,91	2%	6
Unclassified	8,618	37%	54
<b>Total</b>	<b>23,099</b>	<b>100%</b>	<b>150</b>



The Ratto Group ran special waste collection routes to collect waste from single commercial generator types defined above. Multiple samples were gathered from these special loads that contained waste solely from apartments, retail establishments, etc.

### Self-Hauled Waste Loads

SCS visually characterized a total of 302 self-hauled waste loads at the Central Landfill, Sonoma Transfer Station, and Healdsburg Transfer Stations.

## MATERIAL CATEGORIES

Similar to the last waste characterization study conducted in 2006/07, the waste samples were hand sorted into the same material categories for this study with one exception. Food waste was further sorted into vegetative waste and non-vegetative waste. There were 86 distinct waste material categories (see **Appendix A** for definitions).

## WASTE SAMPLING AND SORTING

Waste characterization activities were conducted inside the Tipping Building at the Central Landfill during two seasonal sampling events: the “wet” season during March 17-24, 2014 and the “dry” season during July 21-25, 2014. For each seasonal sampling event, 125 waste samples were hand-sorted and 150 self-hauled waste loads were visually characterized.

The SCS site manager worked closely with The Ratto Group’s operations manager at the Central Landfill to target waste loads according to the sampling plan. The SCS site manager recorded information on each sample, including the geographic origin of the waste, waste generator type, date/time sampled, and vehicle type. Once the waste load was discharged, a loader was used to randomly obtain a sample of waste weighing approximately 225 pounds. The sample was then placed into carts for until hand sorting activities could be performed.

The basic procedures and objectives for sorting were identical for each sample and every day of the field work. Sorting was performed as follows:

- The work crew transferred the waste sample from the carts onto a sorting platform until it was full. The sorting platform consisted of a large wooden panel that was mounted on saw horses to make it easier for hand sorting of the materials. Surrounding the platform were 50 to 60 bins where the waste materials were segregated and placed.
- The work crew hand- sorted the materials into the material categories defined in **Appendix A**. Large, heavy, or bulky waste items were placed directly into the appropriate container for subsequent weighing.
- Plastic bags of trash were opened and work crew members manually segregated each item of waste and until all the identifiable components were placed into the proper container. The remaining material was swept off the platform and placed in a separate container for “mixed residue”.

- Upon completion of sorting each sample, the containers of segregated materials were moved to the scale where the SCS site manager weighed each category and recorded the net weight on the waste sample record. A separate waste sample record was maintained for each of the 250 samples. Measurements were made to the nearest 0.1 pound.
- After the weight of each waste material had been recorded, the materials were placed into recycling or disposal areas.

This five-step process was repeated until all of the samples were characterized. Waste samples were maintained in as-disposed conditions or as close to this as possible until the actual sorting began.

## DIVERTIBILITY ANALYSIS

Each of the 86 material categories was classified into one of four divertibility groups:

- **Divertible Materials** - This includes materials for which source reduction programs or methods, collection programs, and/or recycling infrastructure exist.
- **Compostable Materials** - This includes organic materials that are appropriate for municipal composting programs.
- **Potentially Divertible** - This includes materials for which methods and/or technology exist for recycling, reuse, or other beneficial uses, although programs to collect and process the materials are rare or nonexistent in the Sonoma area.
- **Other Materials** - This includes materials that do not fit any of the definitions above and that are not easily diverted from disposal.

Exhibit 1 shows the material types grouped according to these divertibility categories.

**Exhibit 1. Material Divertibility Classifications**

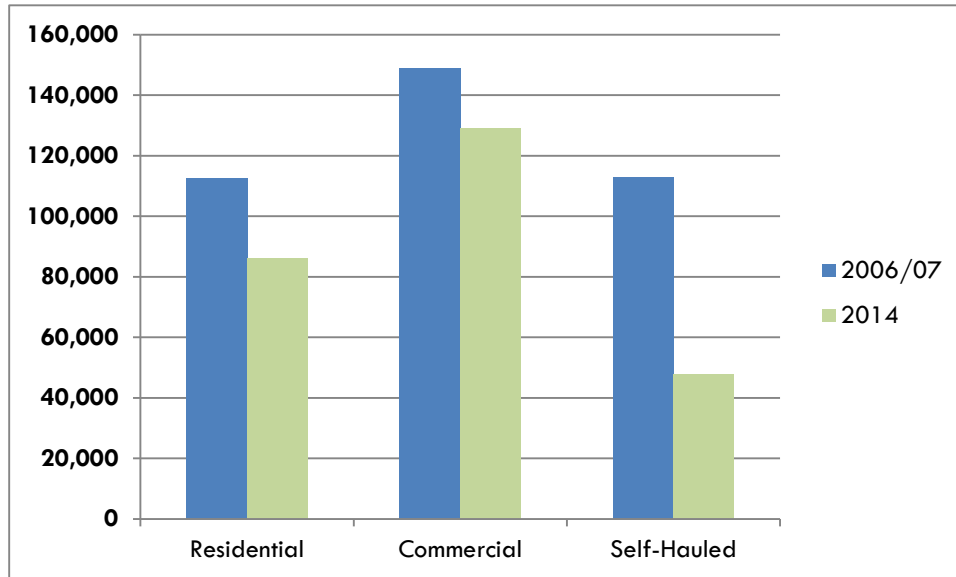
Divertible	Compostable
Colored Ledger	Agricultural Crop Residues
Computer Paper	Branches & Stumps
Magazines & Catalogs	Food
Newspaper	Leaves & Grass
Other Office Paper	Manures
Paper Bags/Kraft	Other Compostable Paper
Phone Books & Directories	Prunings & Trimmings
Uncoated Corrugated Cardboard	
White Ledger	<b>Potentially Divertible</b>
Brown Glass Bottles & Containers – CRV	Asphalt Roofing
Brown Glass Bottles & Containers – Non-CRV	Carpet
Clear Glass Bottles & Containers – CRV	Carpet Padding
Clear Glass Bottles & Containers – non-CRV	Clean Gypsum Board
Green Glass Bottles & Containers – CRV	Flat Glass
Green Glass Bottles & Containers – Non-CRV	Fluorescent Tubes
Other Colored Glass Bottles & Containers – CRV	Other Recyclable Paper
Other Colored Glass Bottles & Containers – Non-CRV	Paint
#3-#7 Bottles – CRV	Textiles
#3-#7 Bottles – Non-CRV	Vehicle & Equipment Fluids
#3-#7 Other Containers – CRV	<b>Other</b>
#3-#7 Other Containers – Non-CRV	Ash
HDPE Colored Bottles – CRV	Bulky Items
HDPE Colored Bottles – Non-CRV	Durable Plastic Items
HDPE Natural Bottles – CRV	Industrial Sludge
HDPE Natural Bottles – Non-CRV	Non-recyclable Film
Other HDPE Containers – CRV	Other HHW
Other HDPE Containers – Non-CRV	Remainder/ Composite C&D
Other PETE Containers – CRV	Remainder/ Composite Glass
Other PETE Containers – Non-CRV	Remainder/ Composite Hazardous & E-waste
PETE Bottles – CRV	Remainder/ Composite Metal
PETE Bottles – Non-CRV	Remainder/ Composite Mixed Residue
Recyclable Plastic Film	Remainder/ Composite Organics
Aluminum Cans – CRV	Remainder/ Composite Paper
Aluminum Cans – Non-CRV	Remainder/ Composite Plastic
Major Appliances	Remainder/ Composite Special Waste
Other Ferrous	Sewage Solids
Other Non-Ferrous	Treated Medical Waste
Tin/Steel Cans	Treated Wood Waste
Asphalt Paving	
Clean recyclable wood (non-treated)	
Concrete	
Other Untreated/ Recyclable Wood	
Rock, Soil, & Fines	
Household Batteries	
Small Rechargeable Batteries	
Large Rechargeable Batteries	
Covered Electronic Waste	
Universal Waste	
Used Oil & Oil Filters	
Tires	

### 3 SUMMARY OF RESULTS

#### OVERALL WASTE STREAM

Since 2006/07 when the last waste characterization study was conducted, there has been a 30 percent decrease in waste tonnages disposed of in Sonoma County, from 374,000 tons to 262,500 tons. As presented in **Exhibit 2**, the decrease is most evident in self-hauled waste.

**Exhibit 2. Annual Waste Quantities – 2006/07 vs 2014**



The overall composition of Sonoma County waste includes waste from the three sectors:

- **Residential Waste** - Based on 100 samples: 50 hand sorted in March and 50 hand sorted in July 2014;
- **Commercial Waste** - Based on 150 samples: 75 hand sorted in March and 75 hand sorted in July 2014; and
- **Self-Hauled Waste** - Based on 302 samples: 152 visually characterized in March and 150 visually characterized in July 2014.

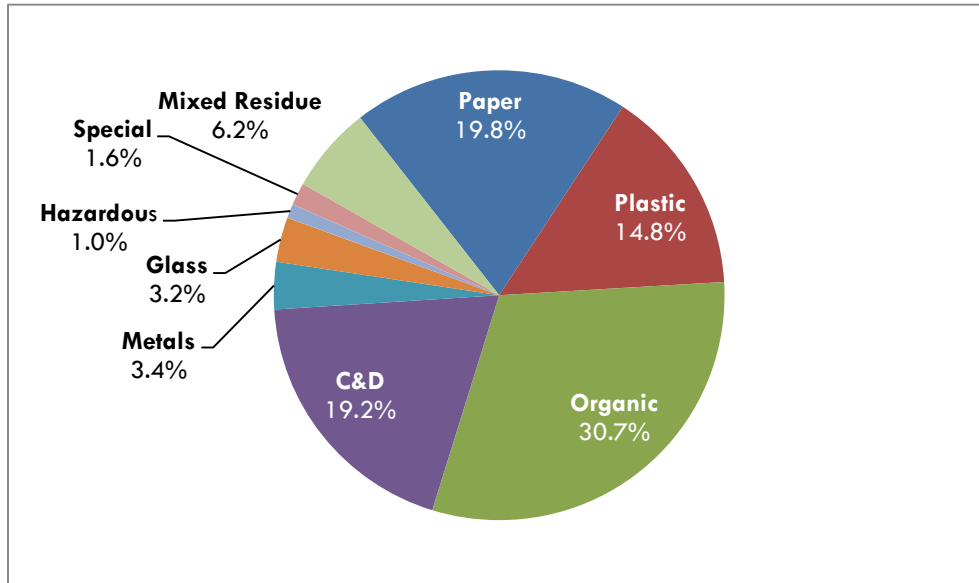
A total of 552 waste samples were sorted to characterize the 262,500 tons of waste disposed of in Sonoma County in the study period.

**Table 1** presents the detailed waste composition of the County’s overall waste stream comprised from residential, commercial, and self-hauled waste.

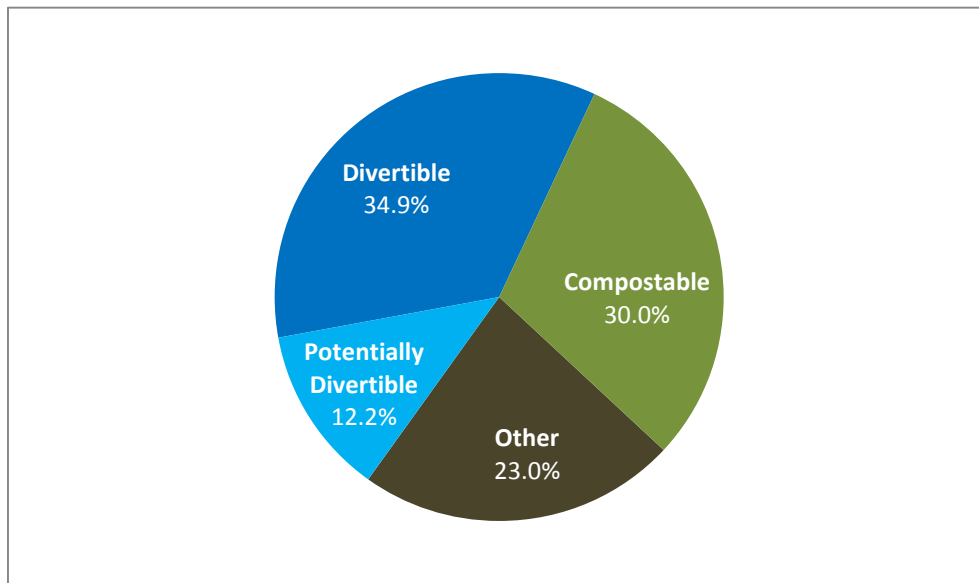
**Table 1. Overall County Waste Composition - 2014**

<b>Material Components</b>	<b>Composition</b>	<b>Annual Tonnage</b>	<b>Material Components</b>	<b>Composition</b>	<b>Annual Tonnage</b>
<b>PAPER</b>	<b>19.8%</b>	<b>51,900</b>	<b>METALS</b>	<b>3.4%</b>	<b>8,900</b>
Uncoated Corrugated Cardboard	2.3%	6,100	Tin/Steel Cans	0.8%	2,100
Paper Bags / Kraft	0.8%	2,100	Other Ferrous	1.1%	3,000
Newspaper	0.7%	1,900	Major Appliances	0.1%	300
White Ledger	1.5%	4,100	Aluminum Cans	0.2%	600
Colored Ledger	0.2%	500	Other Non-Ferrous	0.7%	1,700
Computer Paper	<0.1%	<300	Remainder/Composite Metal	0.4%	1,000
Other Office Printouts	0.6%	1,700	<b>GLASS</b>	<b>3.2%</b>	<b>8,400</b>
Magazines and Catalogs	1.0%	2,500	Clear	1.5%	3,900
Phone Books and Directories	0.1%	300	Brown	0.7%	1,800
Other Recyclable Paper	4.3%	11,200	Green	0.4%	1,000
Other Compostable Paper	7.9%	20,700	Other	<0.1%	<300
Remainder / Composite Paper	0.4%	900	Flat Glass	0.4%	1,100
<b>PLASTIC</b>	<b>14.8%</b>	<b>39,000</b>	Remainder/Composite Glass	0.2%	600
PET (#1) Bottles	1.0%	2,600	<b>HAZARDOUS</b>	<b>1.0%</b>	<b>2,700</b>
Other PETE Containers	0.8%	2,000	Paint	<0.1%	<300
HDPE (#2) Natural Bottles	0.3%	700	Vehicle and Equip Fluids	<0.1%	<300
HDPE (#2) Colored Bottles	0.5%	1,300	Used Oil and Oil Filters	<0.1%	<300
Other HDPE Containers	0.2%	500	Large Rechargeable Batteries	<0.1%	<300
#3-#7 Plastic Bottles	<0.1%	<300	Small Rechargeable Batteries	<0.1%	<300
#3-#7 Containers	1.0%	2,700	Household Batteries	<0.1%	<300
Durable Plastic Items	1.9%	5,000	Universal Waste	0.3%	900
Recyclable Plastic Film	4.6%	12,100	Covered Electronic Waste	0.5%	1,300
Non-Recyclable Film	2.4%	6,400	Flourescent Tubes	<0.1%	<300
Remainder/Composite Plastic	2.1%	5,600	Other HHW	<0.1%	<300
<b>ORGANIC</b>	<b>30.7%</b>	<b>80,600</b>	Remainder/Composite Haz/E-waste	<0.1%	<300
Food	17.3%	45,500	<b>SPECIAL</b>	<b>1.6%</b>	<b>4,200</b>
Leaves and Grass	2.1%	5,600	Ash	<0.1%	<300
Prunings and Trimmings	2.1%	5,600	Sewage Solids	<0.1%	<300
Branches and Stumps	0.4%	1,200	Industrial Sludge	<0.1%	<300
Agricultural Crop Residues	<0.1%	<300	Treated Medical Waste	<0.1%	<300
Manures	<0.1%	<300	Bulky Items	1.5%	3,900
Textiles	4.1%	10,800	Tires	<0.1%	<300
Remainder/Composite Organics	4.5%	11,800	Remainder/Composite Special Waste	<0.1%	<300
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>19.2%</b>	<b>50,400</b>	<b>BAGGED REFUSE</b>	<b>6.2%</b>	<b>16,300</b>
Concrete	0.5%	1,300			
Asphalt Paving	<0.1%	<300			
Asphalt Roofing	0.2%	500			
Clean Recyclable Wood	4.2%	11,000			
Other Untreated/Recyclable Wood	1.5%	3,900			
Treated Wood Waste	1.6%	4,200			
Clean Gypsum Board	2.3%	6,000			
Rock, Soil, Fines	6.5%	17,200			
Carpet	0.6%	1,700			
Carpet Padding	0.2%	600			
Remainder/Composite C&D	1.6%	4,100			
			<b>Total Tonnage:</b>		<b>262,500</b>
			Number of Samples:		552

**Exhibit 3. Waste Composition – County Overall 2014**



**Exhibit 4. Divertibility Assessment – County Overall 2014**



As shown in **Table 1** and **Exhibit 3**, Organics, Paper, and Construction and Demolition materials are the three most prevalent material classes found in Sonoma County’s overall waste stream. Food and compostable paper are the most common material categories disposed. As shown in **Exhibit 4**, almost two-thirds of the overall Sonoma County waste stream can be classified as divertible, potentially divertible, or compostable.

## RESIDENTIAL WASTE STREAM

The residential sector generated about 86,100 tons of waste for landfill disposal in 2013. Residential waste was characterized by sampling and hand sorting 100 samples.

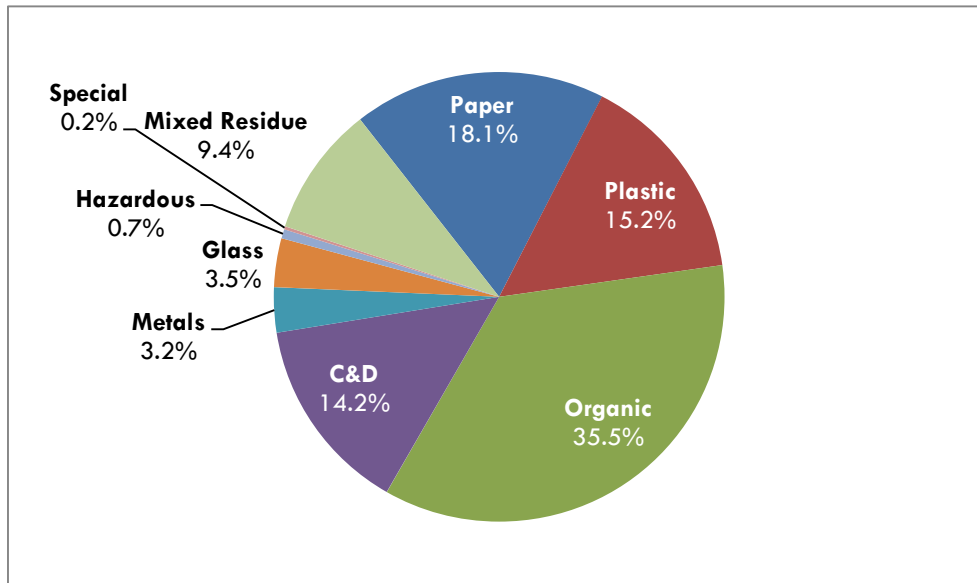
**Table 2. Residential Waste Composition - 2014**

Material Components	Average Composition	+/-	Annual Tonnage	Material Components	Average Composition	+/-	Annual Tonnage
<b>PAPER</b>	<b>18.1%</b>	<b>1.1%</b>	<b>15,600</b>	<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>14.2%</b>	<b>2.0%</b>	<b>12,200</b>
Uncoated Corrugated Cardboard	1.5%	0.3%	1,300	Concrete	0.4%	0.2%	300
Paper Bags / Kraft	0.9%	0.1%	700	Asphalt Paving	<0.1%	0.0%	<100
Newspaper	0.9%	0.2%	800	Asphalt Roofing	0.5%	0.7%	400
White Ledger	0.8%	0.2%	600	Clean Recyclable Wood	1.3%	0.5%	1,100
Colored Ledger	<0.1%	0.0%	<100	Other Untreated/Recyclable Wood	0.5%	0.4%	400
Computer Paper	<0.1%	0.0%	<100	Treated Wood Waste	1.1%	0.5%	1,000
Other Office Printouts	0.8%	0.4%	700	Clean Gypsum Board	0.5%	0.4%	400
Magazines and Catalogs	1.1%	0.3%	900	Rock, Soil, Fines	8.5%	1.5%	7,300
Phone Books and Directories	<0.1%	0.0%	<100	Carpet	0.5%	0.3%	400
Other Recyclable Paper	3.4%	0.4%	2,900	- Padding	0.2%	0.1%	100
Other Compostable Paper	8.5%	0.6%	7,300	Remainder/Composite C&D	0.8%	0.3%	700
Remainder / Composite Paper	0.3%	0.2%	300	<b>METALS</b>	<b>3.2%</b>	<b>0.4%</b>	<b>2,800</b>
<b>PLASTIC</b>	<b>15.2%</b>	<b>0.7%</b>	<b>13,100</b>	Tin/Steel Cans	1.0%	0.1%	900
PET (#1) Bottles - CRV	0.7%	0.1%	600	Other Ferrous	0.8%	0.3%	600
- Non CRV	0.3%	0.1%	300	Major Appliances	<0.1%	0.1%	<100
Other PETE Containers - CRV	<0.1%	0.0%	<100	Aluminum Cans - CRV	0.2%	0.0%	200
- Non CRV	0.9%	0.1%	800	- Non CRV	<0.1%	0.0%	<100
HDPE (#2) Natural Bottles - CRV	<0.1%	0.0%	<100	Other Non-Ferrous	0.8%	0.2%	700
- Non CRV	0.2%	0.0%	200	Remainder/Composite Metal	0.4%	0.1%	300
HDPE (#2) Colored Bottles- CRV	<0.1%	0.0%	<100	<b>GLASS</b>	<b>3.5%</b>	<b>0.4%</b>	<b>3,000</b>
- Non CRV	0.5%	0.1%	400	Clear - CRV	0.7%	0.2%	600
Other HDPE Containers - CRV	<0.1%	0.0%	<100	- Non CRV	1.2%	0.2%	1,000
- Non CRV	0.2%	0.1%	200	Brown - CRV	0.5%	0.1%	500
#3-#7 Plastic Bottles - CRV	<0.1%	0.0%	<100	- Non CRV	0.2%	0.1%	200
- Non CRV	<0.1%	0.0%	<100	Green - CRV	0.1%	0.1%	100
#3-#7 Containers - CRV	<0.1%	0.0%	<100	- Non CRV	0.3%	0.1%	300
- Non CRV	1.1%	0.2%	1,000	Other - CRV	<0.1%	0.0%	<100
Durable Plastic Items	1.9%	0.3%	1,600	- Non CRV	<0.1%	0.0%	<100
Recyclable Plastic Film	4.8%	0.4%	4,100	Flat Glass	0.1%	0.1%	<100
Non-Recyclable Film	2.9%	0.4%	2,500	Remainder/Composite Glass	0.2%	0.1%	200
Remainder/Composite Plastic	1.7%	0.2%	1,400	<b>HAZARDOUS</b>	<b>0.7%</b>	<b>0.3%</b>	<b>600</b>
<b>ORGANIC</b>	<b>35.5%</b>	<b>1.8%</b>	<b>30,500</b>	Paint	<0.1%	0.0%	<100
Food - Vegetative	15.2%	1.5%	13,100	Vehicle and Equip Fluids	<0.1%	0.0%	<100
- Non-Vegetative	5.2%	0.9%	4,500	Used Oil and Oil Filters	<0.1%	0.0%	<100
Leaves and Grass	1.9%	0.7%	1,600	Large Rechargeable Batteries	<0.1%	0.1%	<100
Prunings and Trimmings	1.7%	0.5%	1,400	Small Rechargeable Batteries	<0.1%	0.0%	<100
Branches and Stumps	0.2%	0.1%	200	Household Batteries	<0.1%	0.0%	<100
Agricultural Crop Residues	<0.1%	0.0%	<100	Universal Waste	0.3%	0.2%	300
Manures	0.2%	0.2%	200	Covered Electronic Waste	0.2%	0.2%	200
Textiles	3.9%	0.4%	3,400	Flourescent Tubes	<0.1%	0.0%	<100
Remainder/Composite Organics	7.2%	1.0%	6,200	Other HHW	<0.1%	0.0%	<100
				Remainder/Composite Haz/E-waste	<0.1%	0.0%	<100
<b>Total Tonnage: 86,100</b>				<b>SPECIAL</b>	<b>0.2%</b>	<b>0.1%</b>	<b>200</b>
<b>Number of Samples: 100</b>				Ash	<0.1%	0.1%	<100
				Sewage Solids	<0.1%	0.0%	<100
				Industrial Sludge	<0.1%	0.0%	<100
				Treated Medical Waste	<0.1%	0.0%	<100
				Bulky Items	0.1%	0.1%	<100
				Tires	<0.1%	0.0%	<100
				Remainder/Composite Special Waste	<0.1%	0.0%	<100
				<b>MIXED RESIDUE</b>	<b>9.4%</b>	<b>1.1%</b>	<b>8,100</b>

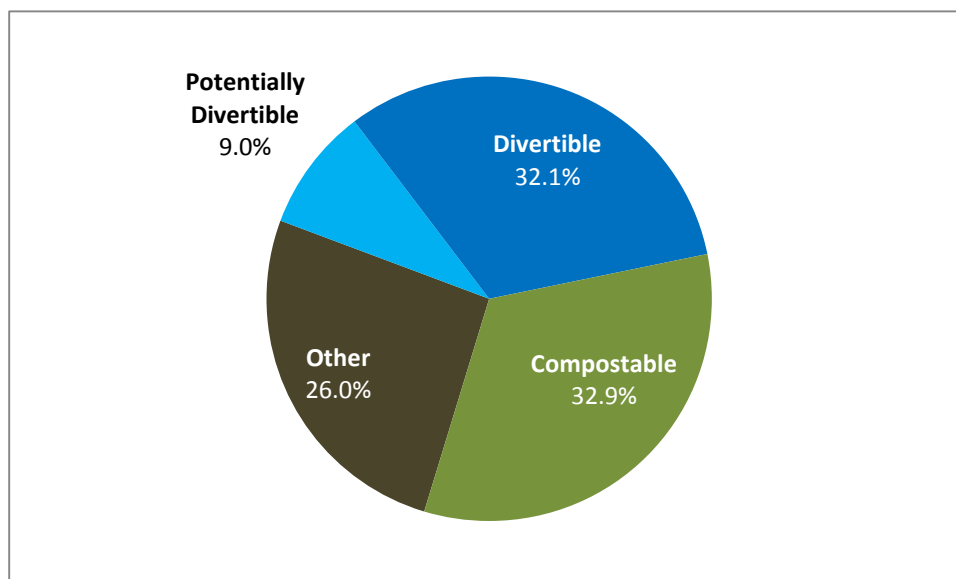
As shown in **Table 2** and **Exhibit 5**, Organic material, Paper, and Plastic are the most prevalent material classes for the residential waste stream comprising 36, 18, and 15 percent respectively. Disposed food is the single greatest material category with 15 percent vegetative and 5 percent non-vegetative.

As shown in **Exhibit 6**, almost three-quarters (74 percent) of the residential waste stream is divertible, potentially divertible, or compostable.

**Exhibit 5. Waste Composition – Residential 2014**



**Exhibit 6. Divertibility Assessment – Residential Waste 2014**





## COMMERCIAL WASTE STREAM

The commercial sector generated about 128,800 tons of waste for landfill disposal in 2013. Commercial waste was characterized by sampling and hand sorting 150 samples.

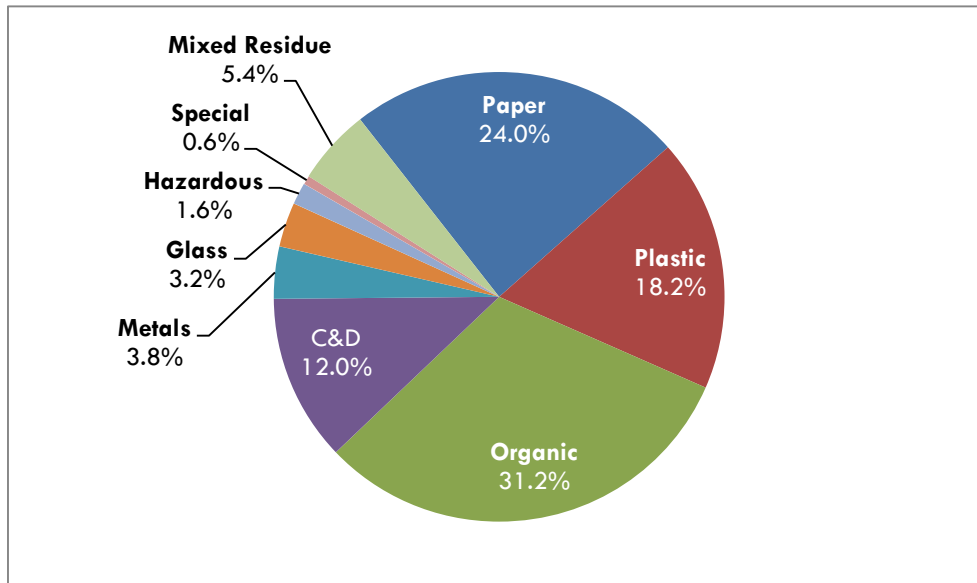
**Table 3. Commercial Waste Composition - 2014**

Material Components	Average Composition	+/-	Annual Tonnage	Material Components	Average Composition	+/-	Annual Tonnage
<b>PAPER</b>	<b>24.0%</b>	<b>1.4%</b>	<b>30,900</b>	<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>12.0%</b>	<b>1.8%</b>	<b>15,500</b>
Uncoated Corrugated Cardboard	3.3%	0.5%	4,300	Concrete	0.3%	0.2%	400
Paper Bags / Kraft	0.9%	0.2%	1,200	Asphalt Paving	<0.1%	0.0%	<100
Newspaper	0.8%	0.2%	1,000	Asphalt Roofing	<0.1%	0.1%	<100
White Ledger	2.1%	0.4%	2,700	Clean Recyclable Wood	2.7%	1.0%	3,500
Colored Ledger	0.4%	0.2%	500	Other Untreated/Recyclable Wood	0.2%	0.2%	200
Computer Paper	<0.1%	0.0%	<100	Treated Wood Waste	2.4%	0.8%	3,000
Other Office Printouts	0.7%	0.2%	900	Clean Gypsum Board	0.6%	0.3%	800
Magazines and Catalogs	1.1%	0.2%	1,400	Rock, Soil, Fines	4.2%	1.0%	5,400
Phone Books and Directories	0.2%	0.1%	200	Carpet	0.2%	0.1%	200
Other Recyclable Paper	4.6%	0.6%	5,900	- Padding	<0.1%	0.1%	<100
Other Compostable Paper	9.5%	0.9%	12,200	Remainder/Composite C&D	1.4%	0.6%	1,800
Remainder / Composite Paper	0.5%	0.2%	600	<b>METALS</b>	<b>3.8%</b>	<b>0.5%</b>	<b>4,800</b>
<b>PLASTIC</b>	<b>18.2%</b>	<b>1.0%</b>	<b>23,400</b>	Tin/Steel Cans	0.9%	0.2%	1,100
PET (#1) Bottles - CRV	0.9%	0.1%	1,200	Other Ferrous	1.3%	0.4%	1,700
- Non CRV	0.3%	0.1%	400	Major Appliances	<0.1%	0.1%	<100
Other PETE Containers - CRV	<0.1%	0.0%	<100	Aluminum Cans - CRV	0.2%	0.0%	300
- Non CRV	0.9%	0.1%	1,100	- Non CRV	<0.1%	0.0%	<100
HDPE (#2) Natural Bottles - CRV	<0.1%	0.0%	<100	Other Non-Ferrous	0.7%	0.2%	900
- Non CRV	0.3%	0.1%	400	Remainder/Composite Metal	0.5%	0.2%	700
HDPE (#2) Colored Bottles- CRV	<0.1%	0.0%	<100	<b>GLASS</b>	<b>3.2%</b>	<b>0.4%</b>	<b>4,100</b>
- Non CRV	0.5%	0.1%	700	Clear - CRV	0.8%	0.2%	1,000
Other HDPE Containers - CRV	<0.1%	0.0%	<100	- Non CRV	0.7%	0.2%	1,000
- Non CRV	0.2%	0.1%	200	Brown - CRV	0.7%	0.2%	800
#3-#7 Plastic Bottles - CRV	<0.1%	0.0%	<100	- Non CRV	0.1%	0.1%	200
- Non CRV	<0.1%	0.0%	100	Green - CRV	0.2%	0.1%	200
#3-#7 Containers - CRV	<0.1%	0.0%	<100	- Non CRV	0.2%	0.1%	300
- Non CRV	1.2%	0.2%	1,500	Other - CRV	<0.1%	0.0%	<100
Durable Plastic Items	2.4%	0.5%	3,100	- Non CRV	<0.1%	0.0%	<100
Recyclable Plastic Film	5.7%	0.5%	7,300	Flat Glass	0.2%	0.1%	200
Non-Recyclable Film	2.8%	0.4%	3,500	Remainder/Composite Glass	0.3%	0.2%	400
Remainder/Composite Plastic	2.8%	0.6%	3,700	<b>HAZARDOUS</b>	<b>1.6%</b>	<b>0.8%</b>	<b>2,000</b>
<b>ORGANIC</b>	<b>31.2%</b>	<b>2.2%</b>	<b>40,300</b>	Paint	<0.1%	0.0%	<100
Food - Vegetative	13.6%	1.6%	17,600	Vehicle and Equip Fluids	<0.1%	0.0%	<100
- Non-Vegetative	5.8%	1.1%	7,500	Used Oil and Oil Filters	<0.1%	0.0%	<100
Leaves and Grass	2.3%	0.7%	2,900	Large Rechargeable Batteries	<0.1%	0.1%	<100
Prunings and Trimmings	2.1%	0.8%	2,700	Small Rechargeable Batteries	<0.1%	0.0%	<100
Branches and Stumps	0.3%	0.2%	300	Household Batteries	<0.1%	0.0%	<100
Agricultural Crop Residues	<0.1%	0.0%	<100	Universal Waste	0.4%	0.3%	500
Manures	<0.1%	0.0%	<100	Covered Electronic Waste	0.9%	0.7%	1,100
Textiles	3.8%	0.5%	4,900	Flourescent Tubes	<0.1%	0.0%	<100
Remainder/Composite Organics	3.3%	0.6%	4,300	Other HHW	<0.1%	0.0%	<100
				Remainder/Composite Haz/E-waste	<0.1%	0.1%	100
<b>Total Tonnage: 128,800</b>				<b>SPECIAL</b>	<b>0.6%</b>	<b>0.4%</b>	<b>800</b>
<b>Number of Samples: 150</b>				Ash	<0.1%	0.0%	<100
				Sewage Solids	<0.1%	0.0%	<100
				Industrial Sludge	<0.1%	0.0%	<100
				Treated Medical Waste	<0.1%	0.0%	<100
				Bulky Items	0.5%	0.4%	700
				Tires	<0.1%	0.1%	<100
				Remainder/Composite Special Waste	<0.1%	0.0%	<100
				<b>MIXED RESIDUE</b>	<b>5.4%</b>	<b>0.6%</b>	<b>7,000</b>

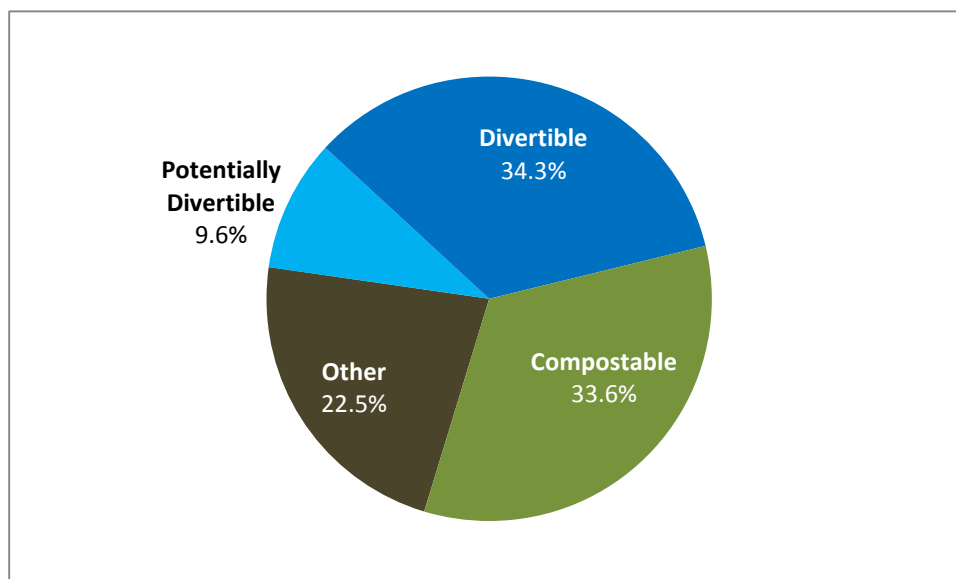
As shown in **Table 3** and **Exhibit 7**, Organic material, Paper, and Plastic are the most prevalent material classes for the residential waste stream comprising 31, 24, and 18 percent respectively. Disposed food is the single greatest material category with 14 percent vegetative and 6 percent non-vegetative.

As shown in **Exhibit 6**, almost three-quarters (73 percent) of the commercial waste stream is divertible, potentially divertible, or compostable.

**Exhibit 7. Waste Composition – Commercial 2014**



**Exhibit 8. Divertibility Assessment – Commercial Waste 2014**



## SELF-HAULED WASTE STREAM

The self-hauled waste sector generated about 47,600 tons of waste for landfill disposal in 2013. Self-Hauled waste was characterized by visually characterizing 302 waste loads.

**Table 4. Self-Hauled Waste Composition - 2014**

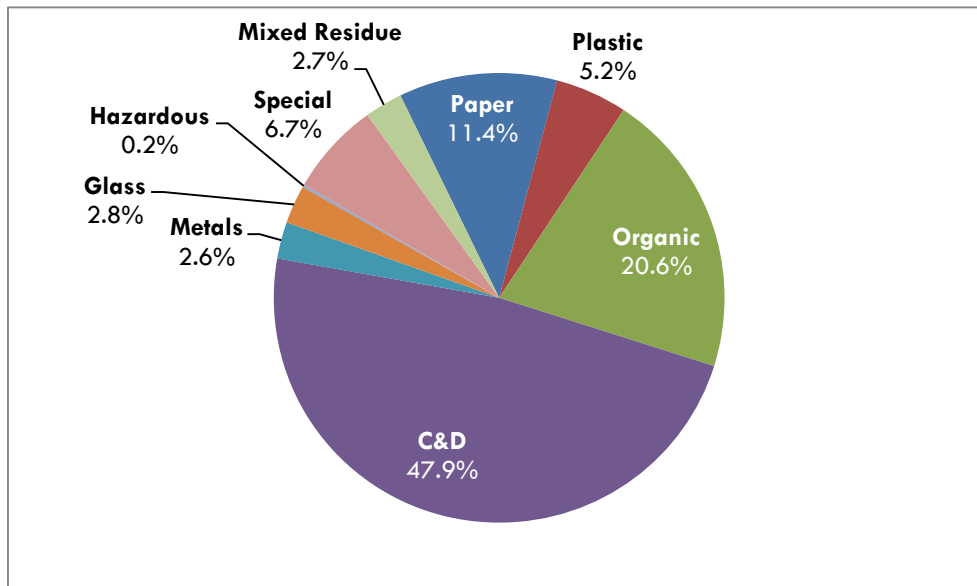
Material Components	Composition	Annual Tonnage	Material Components	Composition	Annual Tonnage
<b>PAPER</b>	<b>11.4%</b>	<b>5,400</b>	<b>METALS</b>	<b>2.6%</b>	<b>1,300</b>
Uncoated Corrugated Cardboard	1.2%	600	Tin/Steel Cans	0.3%	100
Paper Bags / Kraft	0.4%	200	Other Ferrous	1.4%	700
Newspaper	0.3%	100	Major Appliances	0.5%	200
White Ledger	1.5%	700	Aluminum Cans	0.1%	100
Colored Ledger	<0.1%	<50	Other Non-Ferrous	0.2%	100
Computer Paper	<0.1%	<50	Remainder/Composite Metal	0.1%	<50
Other Office Printouts	0.2%	100	<b>GLASS</b>	<b>2.8%</b>	<b>1,300</b>
Magazines and Catalogs	0.3%	100	Clear	0.7%	300
Phone Books and Directories	<0.1%	<50	Brown	0.2%	100
Other Recyclable Paper	4.9%	2,300	Green	0.1%	100
Other Compostable Paper	2.4%	1,200	Other	<0.1%	<50
Remainder / Composite Paper	<0.1%	<50	Flat Glass	1.6%	800
<b>PLASTIC</b>	<b>5.2%</b>	<b>2,500</b>	Remainder/Composite Glass	0.0%	<50
PET (#1) Bottles	0.3%	100	<b>HAZARDOUS</b>	<b>0.2%</b>	<b>100</b>
Other PETE Containers	0.3%	100	Paint	<0.1%	<50
HDPE (#2) Natural Bottles	<0.1%	<50	Vehicle and Equip Fluids	<0.1%	<50
HDPE (#2) Colored Bottles	0.2%	100	Used Oil and Oil Filters	<0.1%	<50
Other HDPE Containers	<0.1%	<50	Large Rechargeable Batteries	<0.1%	<50
#3-#7 Plastic Bottles	<0.1%	<50	Small Rechargeable Batteries	<0.1%	<50
#3-#7 Containers	0.3%	200	Household Batteries	<0.1%	<50
Durable Plastic Items	0.6%	300	Universal Waste	<0.1%	<50
Recyclable Plastic Film	1.5%	700	Covered Electronic Waste	<0.1%	<50
Non-Recyclable Film	0.8%	400	Flourescent Tubes	<0.1%	<50
Remainder/Composite Plastic	1.0%	500	Other HHW	<0.1%	<50
<b>ORGANIC</b>	<b>20.6%</b>	<b>9,800</b>	Remainder/Composite Haz/E-waste	<0.1%	<50
Food	5.86%	2,800	<b>SPECIAL</b>	<b>6.7%</b>	<b>3,200</b>
Leaves and Grass	2.0%	1,000	Ash	<0.1%	<50
Prunings and Trimmings	3.1%	1,500	Sewage Solids	<0.1%	<50
Branches and Stumps	1.4%	700	Industrial Sludge	<0.1%	<50
Agricultural Crop Residues	<0.1%	<50	Treated Medical Waste	<0.1%	<50
Manures	<0.1%	<50	Bulky Items	6.7%	3,200
Textiles	5.3%	2,500	Tires	<0.1%	<50
Remainder/Composite Organics	2.8%	1,400	Remainder/Composite Special Waste	<0.1%	<50
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>47.9%</b>	<b>22,800</b>	<b>MIXED RESIDUE</b>	<b>2.7%</b>	<b>1,300</b>
Concrete	1.2%	600			
Asphalt Paving	<0.1%	<50	<b>Total Tonnage:</b>		<b>47,600</b>
Asphalt Roofing	0.1%	100	<b>Number of Samples:</b>		<b>302</b>
Clean Recyclable Wood	13.5%	6,400			
Other Untreated/Recyclable Wood	6.8%	3,200			
Treated Wood Waste	0.3%	200			
Clean Gypsum Board	10.2%	4,900			
Rock, Soil, Fines	9.5%	4,500			
Carpet	2.2%	1,000			
Carpet Padding	0.7%	400			
Remainder/Composite C&D	3.3%	1,600			

Self-hauled waste contained significant quantities of bagged refuse (28.7 percent). Bagged refuse in self-hauled waste was characterized according to the residential waste composition derived for this study and redistributed among the material categories.

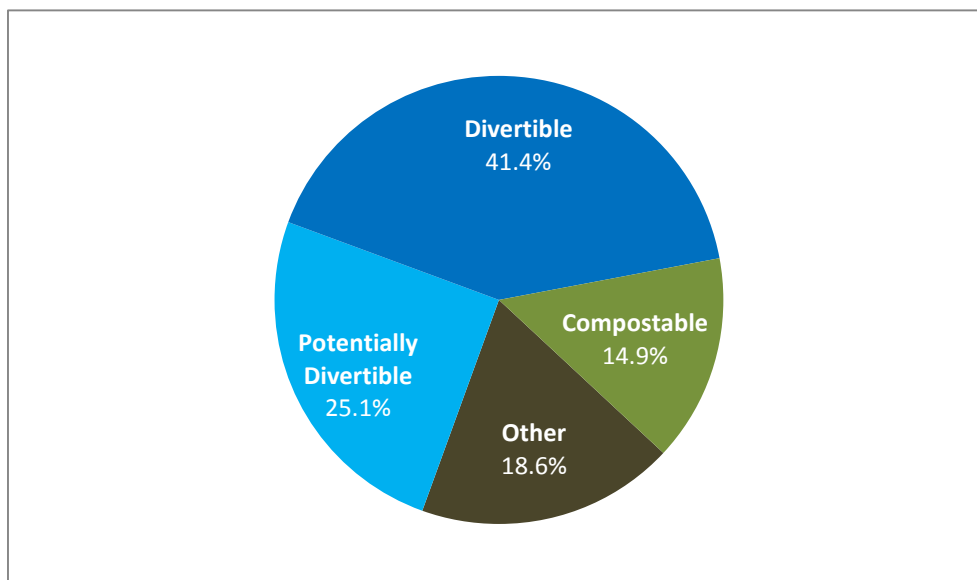
As shown in **Table 4** and **Exhibit 9**, Construction and Demolition material was the most prevalent material class for the self-hauled waste stream comprising 48 percent. Organic materials were the second most prevalent material class at a distant second of 21 percent. The materials representing the largest proportion of self-hauled waste were clean recyclable wood (13.5 percent), clean gypsum board (10.2 percent), and rock/soil/fines (9.5 percent).

As shown in **Exhibit 10**, almost 80 percent of the self-hauled waste stream is divertible, potentially divertible, or compostable.

**Exhibit 9. Waste Composition – Self-Hauled 2014**



**Exhibit 10. Divertibility Assessment – Self-Hauled Waste 2014**



## 4 COMPARISON TO PREVIOUS STUDIES

### OVERALL WASTE STREAM

As shown in **Table 5** and **Exhibit 11**, Plastic has increased substantially in relative proportion of the waste stream since 2006/07, almost doubling from 7.4 percent to 14.8 percent. All plastic material categories have increased. Organics have decreased mainly due to a significant decrease in food (from 21.4 percent to 17.3 percent). Most Construction and Demolition materials have decreased with the exception of clean gypsum board and rock/soil/fines.

**Table 5. Overall County Waste Composition Comparison  
2006/07 vs 2014**

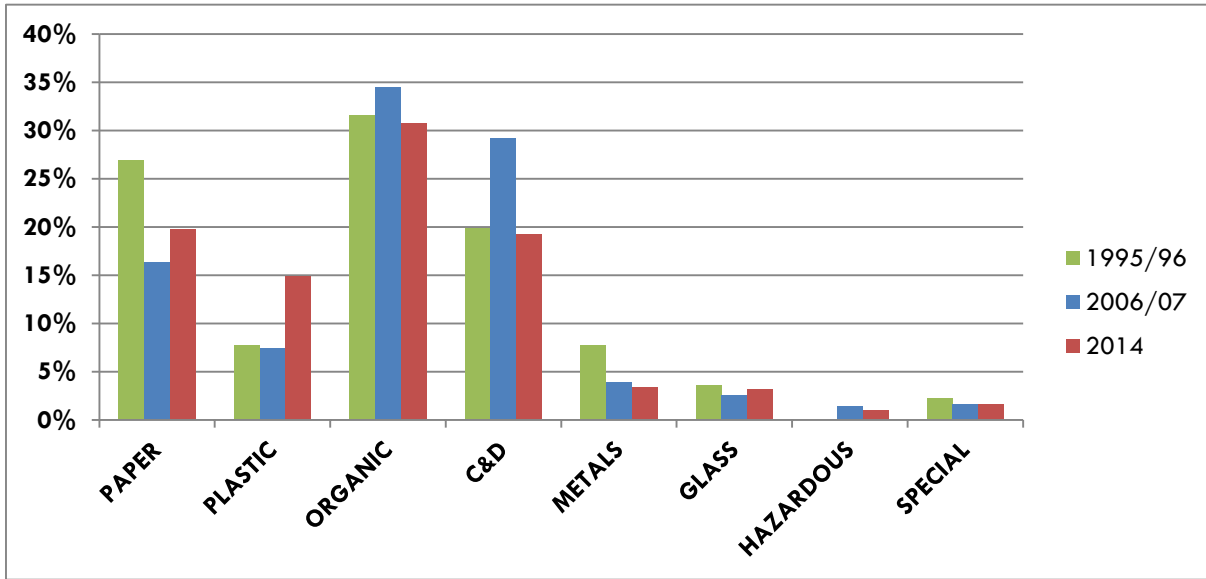
Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>PAPER</b>	<b>16.3%</b>	<b>19.8%</b>	<b>3.5%</b>	<b>61,000</b>	<b>51,900</b>	<b>-9,100</b>
Uncoated Corrugated Cardboard	2.0%	2.3%	0.3%	7,400	6,100	-1,300
Paper Bags / Kraft	0.4%	0.8%	0.4%	1,400	2,100	700
Newspaper	1.7%	0.7%	-1.0%	6,400	1,900	-4,500
White Ledger	0.6%	1.5%	1.0%	2,100	4,100	2,000
Colored Ledger	<0.1%	0.2%	0.1%	<300	500	200
Computer Paper	<0.1%	<0.1%	-0.1%	<300	<300	0
Other Office Printouts	0.6%	0.6%	0.0%	2,200	1,700	-500
Magazines and Catalogs	0.9%	1.0%	0.0%	3,400	2,500	-900
Phone Books and Directories	<0.1%	0.1%	0.1%	<300	<300	0
Other Recyclable Paper	3.7%	4.3%	0.6%	13,800	11,200	-2,600
Other Compostable Paper	4.4%	7.9%	3.5%	16,400	20,700	4,300
Remainder / Composite Paper	1.9%	0.4%	-1.6%	7,200	900	-6,300
<b>PLASTIC</b>	<b>7.4%</b>	<b>14.8%</b>	<b>7.4%</b>	<b>27,800</b>	<b>39,000</b>	<b>11,200</b>
PET (#1) Bottles	0.4%	1.0%	0.6%	1,500	2,600	1,100
Other PETE Containers	<0.1%	0.8%	0.7%	<300	2,000	1,700
HDPE (#2) Natural Bottles	0.1%	0.3%	0.1%	500	700	200
HDPE (#2) Colored Bottles	0.2%	0.5%	0.3%	600	1,300	700
Other HDPE Containers	0.2%	0.2%	0.0%	600	500	-100
#3-#7 Plastic Bottles	<0.1%	<0.1%	0.0%	<300	<300	0
#3-#7 Containers	0.4%	1.0%	0.7%	1,300	2,700	1,400
Durable Plastic Items	0.3%	1.9%	1.6%	1,100	5,000	3,900
Recyclable Plastic Film	3.0%	4.6%	1.6%	11,400	12,100	700
Non-Recyclable Film	1.2%	2.4%	1.2%	4,700	6,400	1,700
Remainder/Composite Plastic	1.5%	2.1%	0.6%	5,700	5,600	-100
<b>ORGANIC</b>	<b>34.5%</b>	<b>30.7%</b>	<b>-3.8%</b>	<b>129,100</b>	<b>80,600</b>	<b>-48,500</b>
Food	21.44%	17.32%	-4.1%	80,300	45,500	-34,800
Leaves and Grass	4.1%	2.1%	-1.9%	15,200	5,600	-9,600
Prunings and Trimmings	1.8%	2.1%	0.4%	6,600	5,600	-1,000
Branches and Stumps	0.3%	0.4%	0.1%	1,100	1,200	100
Agricultural Crop Residues	<0.1%	<0.1%	0.0%	<300	<300	0
Manures	0.2%	<0.1%	-0.1%	600	<300	-400
Textiles	2.5%	4.1%	1.6%	9,300	10,800	1,500
Remainder/Composite Organics	4.3%	4.5%	0.2%	16,000	11,800	-4,200

**Table 5 (continued). Overall County Waste Composition Comparison - 2006/07 vs 2014**

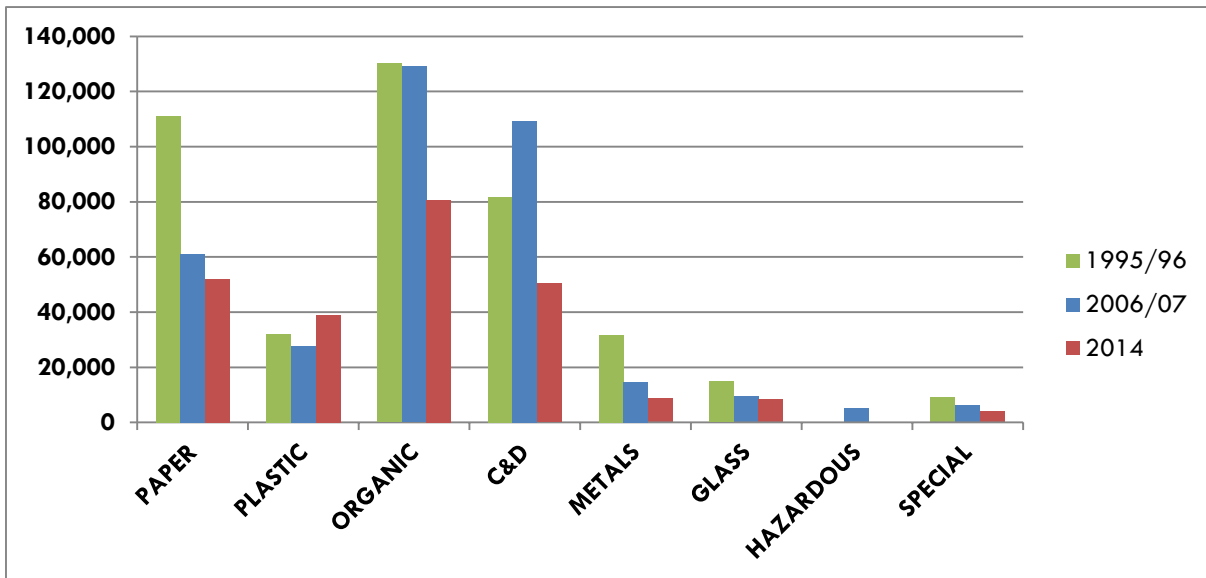
Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>29.2%</b>	<b>19.2%</b>	<b>-10.0%</b>	<b>109,300</b>	<b>50,400</b>	<b>-58,900</b>
Concrete	1.6%	0.5%	-1.1%	5,900	1,300	-4,600
Asphalt Paving	0.5%	<0.1%	-0.5%	1,700	<300	-1,700
Asphalt Roofing	2.1%	0.2%	-1.9%	7,700	500	-7,200
Clean Recyclable Wood	4.5%	4.2%	-0.3%	16,900	11,000	-5,900
Other Untreated/Recyclable Wood	2.3%	1.5%	-0.8%	8,500	3,900	-4,600
Treated Wood Waste	5.5%	1.6%	-3.9%	20,500	4,200	-16,300
Clean Gypsum Board	1.7%	2.3%	0.6%	6,400	6,000	-400
Rock, Soil, Fines	3.3%	6.5%	3.3%	12,200	17,200	5,000
Carpet	1.4%	0.6%	-0.8%	5,300	1,700	-3,600
Carpet Padding	0.4%	0.2%	-0.2%	1,500	600	-900
Remainder/Composite C&D	6.1%	1.6%	-4.5%	22,600	4,100	-18,500
<b>METALS</b>	<b>3.9%</b>	<b>3.4%</b>	<b>-0.5%</b>	<b>14,600</b>	<b>8,900</b>	<b>-5,700</b>
Tin/Steel Cans	0.5%	0.8%	0.3%	1,900	2,100	200
Other Ferrous	1.9%	1.1%	-0.8%	7,300	3,000	-4,300
Major Appliances	<0.1%	0.1%	0.1%	<300	300	200
Aluminum Cans	0.2%	0.2%	0.1%	600	600	0
Other Non-Ferrous	0.3%	0.7%	0.3%	1,300	1,700	400
Remainder/Composite Metal	0.9%	0.4%	-0.5%	3,500	1,000	-2,500
<b>GLASS</b>	<b>2.6%</b>	<b>3.2%</b>	<b>0.6%</b>	<b>9,700</b>	<b>8,400</b>	<b>-1,300</b>
Clear	0.8%	1.5%	0.7%	2,800	3,900	1,100
Brown	0.3%	0.7%	0.4%	1,000	1,800	800
Green	0.4%	0.4%	-0.1%	1,600	1,000	-600
Other	<0.1%	<0.1%	0.0%	<300	<300	0
Flat Glass	0.2%	0.4%	0.2%	800	1,100	300
Remainder/Composite Glass	0.9%	0.2%	-0.7%	3,400	600	-2,800
<b>HAZARDOUS</b>	<b>1.4%</b>	<b>1.0%</b>	<b>-0.3%</b>	<b>5,100</b>	<b>2,700</b>	<b>-2,400</b>
Paint	0.3%	<0.1%	-0.3%	1,200	<300	-1,100
Vehicle and Equip Fluids	<0.1%	<0.1%	0.0%	<300	<300	0
Used Oil and Oil Filters	<0.1%	<0.1%	0.0%	<300	<300	0
Large Rechargeable Batteries	<0.1%	<0.1%	0.0%	<300	<300	0
Small Rechargeable Batteries	<0.1%	<0.1%	0.0%	<300	<300	0
Household Batteries	<0.1%	<0.1%	0.0%	<300	<300	0
Universal Waste	0.3%	0.3%	0.0%	1,200	900	-300
Covered Electronic Waste	0.3%	0.5%	0.2%	1,100	1,300	200
Flourescent Tubes	<0.1%	<0.1%	0.0%	<300	<300	0
Other HHW	0.2%	<0.1%	-0.2%	900	<300	-800
Remainder/Composite Haz/E-waste	0.1%	<0.1%	-0.1%	400	<300	-100
<b>SPECIAL</b>	<b>1.7%</b>	<b>1.6%</b>	<b>-0.1%</b>	<b>6,200</b>	<b>4,200</b>	<b>-2,000</b>
Ash	<0.1%	<0.1%	0.0%	<300	<300	0
Sewage Solids	<0.1%	<0.1%	0.0%	<300	<300	0
Industrial Sludge	<0.1%	<0.1%	0.0%	<300	<300	0
Treated Medical Waste	<0.1%	<0.1%	0.0%	<300	<300	0
Bulky Items	1.1%	1.5%	0.4%	4,000	3,900	-100
Tires	0.3%	<0.1%	-0.2%	1,000	<300	-900
Remainder/Composite Special Waste	0.3%	<0.1%	-0.3%	1,000	<300	-1,000
<b>MIXED RESIDUE</b>	<b>3.1%</b>	<b>6.2%</b>	<b>3.2%</b>	<b>11,500</b>	<b>16,300</b>	<b>4,800</b>
<b>TOTALS</b>	<b>100.0%</b>	<b>100.0%</b>		<b>374,300</b>	<b>262,500</b>	

Note: Composition for 2006/07 based on 555 samples. Composition for 2014 based on 552 samples

**Exhibit 11. Overall County Waste Composition Comparison**



**Exhibit 12. Overall County Waste Tonnage Comparison**



## RESIDENTIAL WASTE STREAM

As shown in **Table 6** and **Exhibit 13**, Plastic has increased substantially in relative proportion of the waste stream since 2006/07, from 8.5 percent to 15.2 percent. All plastic material categories have increased with the exception of non-recyclable film. Organics have decreased substantially mainly due to a significant decrease in food from 35.5 percent to 20.4 percent (15.2 percent vegetative and 5.2 percent non-vegetative). Construction and Demolition materials have increased mostly due to a substantial increase in rock/soil/fines (from 2.1 percent to 8.5 percent).

**Table 6. Residential Waste Composition Comparison  
2006/07 vs 2014**

Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>PAPER</b>	<b>19.0%</b>	<b>18.1%</b>	<b>-0.9%</b>	<b>21,400</b>	<b>15,600</b>	<b>-5,800</b>
Uncoated Corrugated Cardboard	1.6%	1.5%	-0.1%	1,800	1,300	-500
Paper Bags / Kraft	0.7%	0.9%	0.2%	700	700	0
Newspaper	2.1%	0.9%	-1.2%	2,400	800	-1,600
White Ledger	0.7%	0.8%	0.1%	800	600	-200
Colored Ledger	<0.1%	<0.1%	0.0%	<100	<100	0
Computer Paper	<0.1%	<0.1%	0.0%	<100	<100	0
Other Office Printouts	0.7%	0.8%	0.1%	800	700	-100
Magazines and Catalogs	1.4%	1.1%	-0.3%	1,600	900	-700
Phone Books and Directories	<0.1%	<0.1%	0.0%	<100	<100	0
Other Recyclable Paper	4.6%	3.4%	-1.2%	5,100	2,900	-2,200
Other Compostable Paper	6.4%	8.5%	2.1%	7,200	7,300	100
Remainder / Composite Paper	1.0%	0.3%	-0.7%	1,100	300	-800
<b>PLASTIC</b>	<b>8.5%</b>	<b>15.2%</b>	<b>6.7%</b>	<b>9,600</b>	<b>13,100</b>	<b>3,500</b>
PET (#1) Bottles - CRV	0.4%	0.7%	0.3%	400	600	200
- Non CRV	0.2%	0.3%	0.1%	300	300	0
Other PETE Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.2%	0.9%	0.7%	200	800	600
HDPE (#2) Natural Bottles - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.1%	0.2%	0.0%	100	200	100
HDPE (#2) Colored Bottles - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.2%	0.5%	0.3%	300	400	100
Other HDPE Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.1%	0.2%	0.1%	100	200	100
#3-#7 Plastic Bottles - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	<0.1%	<0.1%	0.0%	<100	<100	0
#3-#7 Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.4%	1.1%	0.7%	500	1,000	500
Durable Plastic Items	0.8%	1.9%	1.1%	900	1,600	700
Recyclable Plastic Film	0.3%	4.8%	4.5%	300	4,100	3,800
Non-Recyclable Film	4.1%	2.9%	-1.3%	4,700	2,500	-2,200
Remainder/Composite Plastic	1.5%	1.7%	0.2%	1,700	1,400	-300
<b>ORGANIC</b>	<b>50.2%</b>	<b>35.5%</b>	<b>-14.7%</b>	<b>56,500</b>	<b>30,500</b>	<b>-26,000</b>
Food - Vegetative	35.47%	20.44%	-15.0%	39,900	13,100	-26,800
- Non-Vegetative						
Leaves and Grass	3.2%	1.9%	-1.3%	3,600	1,600	-2,000
Prunings and Trimmings	0.4%	1.7%	1.3%	400	1,400	1,000
Branches and Stumps	0.2%	0.2%	0.0%	200	200	0
Agricultural Crop Residues	<0.1%	<0.1%	0.0%	<100	<100	0
Manures	0.2%	0.2%	0.0%	200	200	0
Textiles	3.7%	3.9%	0.2%	4,200	3,400	-800
Remainder/Composite Organics	7.1%	7.2%	0.1%	8,000	6,200	-1,800

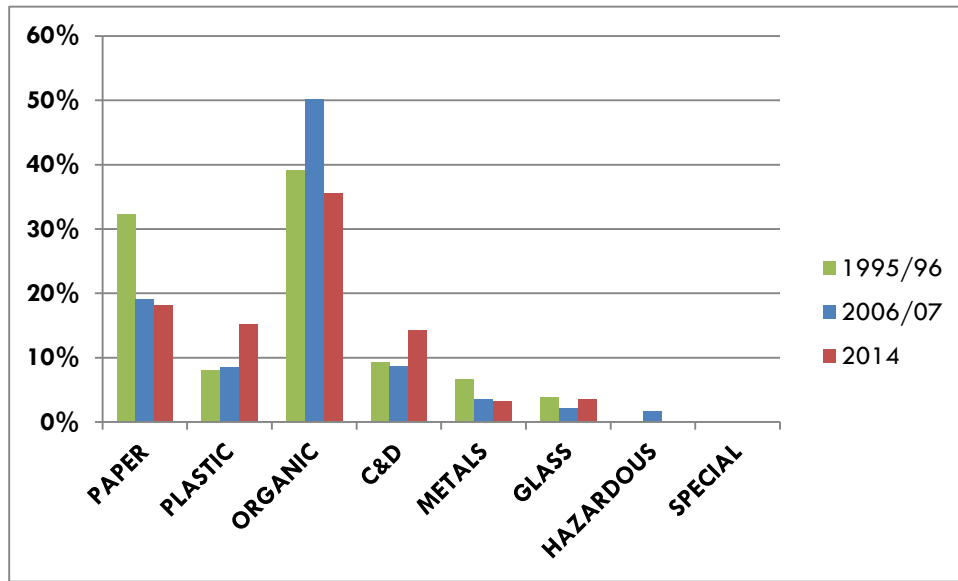


**Table 6 (continued). Residential Waste Composition Comparison  
2006/07 vs 2014**

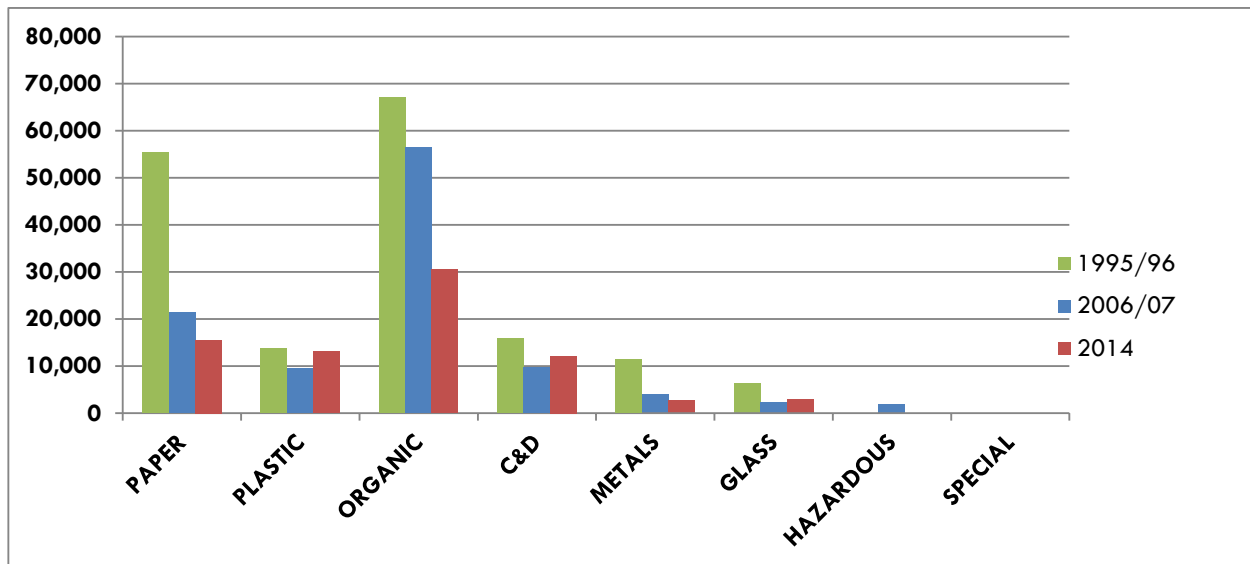
Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>8.6%</b>	<b>14.2%</b>	<b>5.6%</b>	<b>9,700</b>	<b>12,200</b>	<b>2,500</b>
Concrete	0.5%	0.4%	-0.1%	500	300	-200
Asphalt Paving	0.1%	<0.1%	-0.1%	100	<100	0
Asphalt Roofing	<0.1%	0.5%	0.4%	100	400	300
Clean Recyclable Wood	0.6%	1.3%	0.7%	600	1,100	500
Other Untreated/Recyclable Wood	0.4%	0.5%	0.1%	400	400	0
Treated Wood Waste	1.3%	1.1%	-0.1%	1,400	1,000	-400
Clean Gypsum Board	0.6%	0.5%	-0.1%	700	400	-300
Rock, Soil, Fines	2.1%	8.5%	6.4%	2,400	7,300	4,900
Carpet	1.0%	0.5%	-0.6%	1,100	400	-700
- Padding	<0.1%	0.2%	0.2%	<100	100	0
Remainder/Composite C&D	2.0%	0.8%	-1.2%	2,300	700	-1,600
<b>METALS</b>	<b>3.5%</b>	<b>3.2%</b>	<b>-0.3%</b>	<b>4,000</b>	<b>2,800</b>	<b>-1,200</b>
Tin/Steel Cans	0.6%	1.0%	0.4%	700	900	200
Other Ferrous	1.5%	0.8%	-0.7%	1,700	600	-1,100
Major Appliances	<0.1%	<0.1%	0.0%	<100	<100	0
Aluminum Cans - CRV	0.2%	0.2%	0.1%	200	200	0
- Non CRV	<0.1%	<0.1%	0.0%	<100	<100	0
Other Non-Ferrous	0.3%	0.8%	0.5%	300	700	400
Remainder/Composite Metal	1.0%	0.4%	-0.6%	1,100	300	-800
<b>GLASS</b>	<b>2.1%</b>	<b>3.5%</b>	<b>1.4%</b>	<b>2,300</b>	<b>3,000</b>	<b>700</b>
Clear - CRV	0.5%	0.7%	0.2%	500	600	100
- Non CRV	0.4%	1.2%	0.8%	400	1,000	600
Brown - CRV	0.3%	0.5%	0.3%	300	500	200
- Non CRV	<0.1%	0.2%	0.2%	<100	200	200
Green - CRV	0.4%	0.1%	-0.3%	500	100	-400
- Non CRV	0.3%	0.3%	0.1%	300	300	0
Other - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	<0.1%	<0.1%	0.0%	<100	<100	0
Flat Glass	<0.1%	0.1%	0.1%	<100	<100	0
Remainder/Composite Glass	0.2%	0.2%	0.0%	200	200	0
<b>HAZARDOUS</b>	<b>1.7%</b>	<b>0.7%</b>	<b>-1.0%</b>	<b>1,900</b>	<b>600</b>	<b>-1,300</b>
Paint	0.1%	<0.1%	-0.1%	100	<100	-100
Vehicle and Equip Fluids	<0.1%	<0.1%	0.0%	<100	<100	0
Used Oil and Oil Filters	<0.1%	<0.1%	0.0%	<100	<100	0
Large Rechargeable Batteries	<0.1%	<0.1%	0.0%	<100	<100	0
Small Rechargeable Batteries	<0.1%	<0.1%	0.0%	<100	<100	0
Household Batteries	<0.1%	<0.1%	0.0%	<100	<100	0
Universal Waste	0.5%	0.3%	-0.2%	600	300	-300
Covered Electronic Waste	0.6%	0.2%	-0.4%	600	200	-400
Flourescent Tubes	<0.1%	<0.1%	0.0%	<100	<100	0
Other HHW	0.1%	<0.1%	-0.1%	100	<100	-100
Remainder/Composite Haz/E-waste	0.2%	<0.1%	-0.2%	300	<100	-300
<b>SPECIAL</b>	<b>0.3%</b>	<b>0.2%</b>	<b>-0.1%</b>	<b>400</b>	<b>200</b>	<b>-200</b>
Ash	<0.1%	<0.1%	0.0%	100	<100	0
Sewage Solids	<0.1%	<0.1%	0.0%	<100	<100	0
Industrial Sludge	<0.1%	<0.1%	0.0%	<100	<100	0
Treated Medical Waste	<0.1%	<0.1%	0.0%	<100	<100	0
Bulky Items	0.1%	0.1%	0.0%	100	<100	0
Tires	0.1%	<0.1%	-0.1%	100	<100	-100
Remainder/Composite Special Waste	<0.1%	<0.1%	0.0%	<100	<100	0
<b>MIXED RESIDUE</b>	<b>6.1%</b>	<b>9.4%</b>	<b>3.3%</b>	<b>6,800</b>	<b>8,100</b>	<b>1,300</b>
<b>TOTALS</b>	<b>100.0%</b>	<b>100.0%</b>		<b>112,511</b>	<b>86,100</b>	

Note: Composition for both studies based on 100 samples each

**Exhibit 13. Residential Waste Composition Comparison**



**Exhibit 14. Residential Waste Tonnage Comparison**



## COMMERCIAL WASTE STREAM

As shown in **Table 7** and **Exhibit 15**, Plastic has increased substantially in relative proportion of the waste stream since 2006/07, from 10.5 percent to 18.2 percent. All plastic material categories have increased with the exception of non-recyclable film. Organics have decreased substantially mainly due to a significant decrease in food from 26.6 percent to 19.4 percent (13.6 percent vegetative and 5.8 percent non-vegetative). Paper has increased by 3.1 percent mainly due to slight increases in all paper types except newspaper, computer paper, and other office printouts.

**Table 7. Commercial Waste Composition Comparison  
2006/07 vs 2014**

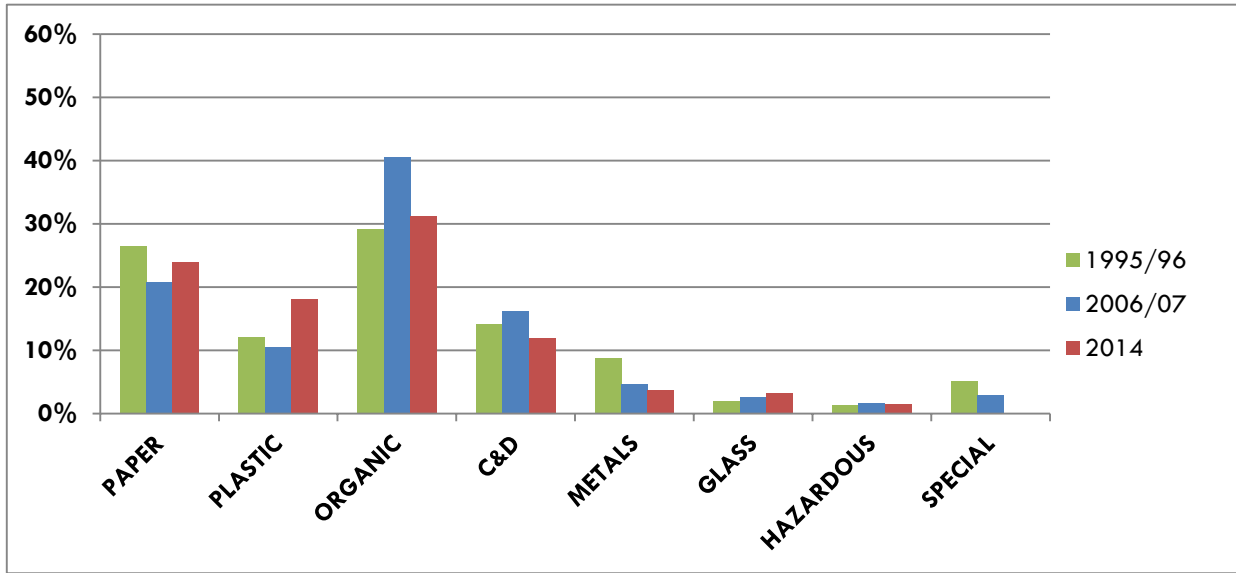
Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>PAPER</b>	<b>20.9%</b>	<b>24.0%</b>	<b>3.1%</b>	<b>31,100</b>	<b>30,900</b>	<b>-200</b>
Uncoated Corrugated Cardboard	3.0%	3.3%	0.3%	4,400	4,300	-100
Paper Bags / Kraft	0.3%	0.9%	0.6%	500	1,200	700
Newspaper	2.3%	0.8%	-1.5%	3,400	1,000	-2,400
White Ledger	0.9%	2.1%	1.2%	1,300	2,700	1,400
Colored Ledger	0.1%	0.4%	0.3%	100	500	400
Computer Paper	0.2%	<0.1%	-0.1%	300	<100	-200
Other Office Printouts	1.0%	0.7%	-0.3%	1,400	900	-500
Magazines and Catalogs	0.9%	1.1%	0.2%	1,300	1,400	100
Phone Books and Directories	<0.1%	0.2%	0.1%	<100	200	100
Other Recyclable Paper	4.1%	4.6%	0.5%	6,100	5,900	-200
Other Compostable Paper	5.7%	9.5%	3.7%	8,500	12,200	3,700
Remainder / Composite Paper	2.4%	0.5%	-1.9%	3,500	600	-2,900
<b>PLASTIC</b>	<b>10.5%</b>	<b>18.2%</b>	<b>7.6%</b>	<b>15,700</b>	<b>23,400</b>	<b>7,700</b>
PET (#1) Bottles - CRV	0.3%	0.9%	0.6%	500	1,200	700
- Non CRV	0.1%	0.3%	0.2%	200	400	200
Other PETE Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	<0.1%	0.9%	0.8%	100	1,100	1,000
HDPE (#2) Natural Bottles - CRV	<0.1%	<0.1%	0.0%	100	<100	0
- Non CRV	0.1%	0.3%	0.2%	200	400	200
HDPE (#2) Colored Bottles- CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.2%	0.5%	0.3%	300	700	400
Other HDPE Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.2%	0.2%	0.0%	200	200	0
#3-#7 Plastic Bottles - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	<0.1%	<0.1%	0.0%	<100	100	0
#3-#7 Containers - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	0.3%	1.2%	0.8%	500	1,500	1,000
Durable Plastic Items	1.8%	2.4%	0.6%	2,700	3,100	400
Recyclable Plastic Film	0.5%	5.7%	5.1%	800	7,300	6,500
Non-Recyclable Film	4.4%	2.8%	-1.6%	6,500	3,500	-3,000
Remainder/Composite Plastic	2.4%	2.8%	0.5%	3,500	3,700	200
<b>ORGANIC</b>	<b>40.5%</b>	<b>31.2%</b>	<b>-9.3%</b>	<b>60,300</b>	<b>40,300</b>	<b>-20,000</b>
Food - Vegetative	26.61%	19.47%	-7.1%	39,600	17,600	-22,000
- Non-Vegetative						
Leaves and Grass	4.8%	2.3%	-2.5%	7,100	2,900	-4,200
Prunings and Trimmings	1.9%	2.1%	0.2%	2,800	2,700	-100
Branches and Stumps	0.2%	0.3%	0.0%	400	300	-100
Agricultural Crop Residues	<0.1%	<0.1%	0.0%	<100	<100	0
Manures	<0.1%	<0.1%	-0.1%	100	<100	-100
Textiles	2.1%	3.8%	1.7%	3,200	4,900	1,700
Remainder/Composite Organics	4.8%	3.3%	-1.4%	7,100	4,300	-2,800

**Table 7 (continued). Commercial Waste Composition Comparison  
2006/07 vs 2014**

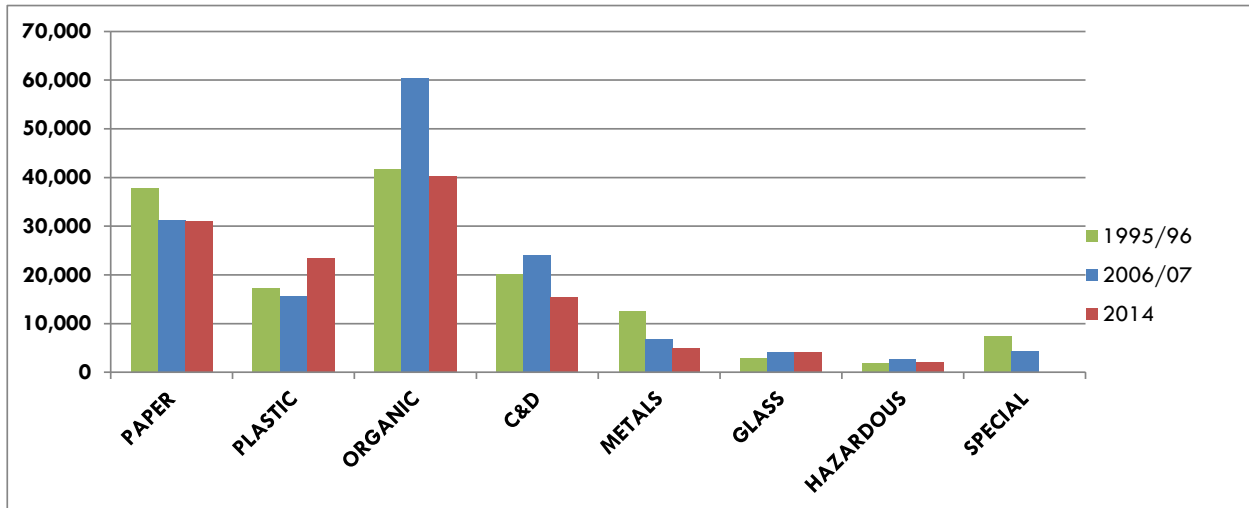
Material Components	Average Composition			Annual Tonnage		
	2006/07	2014	Change	2006/07	2014	Change
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>16.2%</b>	<b>12.0%</b>	<b>-4.2%</b>	<b>24,100</b>	<b>15,500</b>	<b>-8,600</b>
Concrete	0.9%	0.3%	-0.6%	1,300	400	-900
Asphalt Paving	0.8%	<0.1%	-0.8%	1,200	<100	-1,200
Asphalt Roofing	1.0%	<0.1%	-0.9%	1,400	<100	-1,400
Clean Recyclable Wood	2.7%	2.7%	0.0%	4,000	3,500	-500
Other Untreated/Recyclable Wood	0.7%	0.2%	-0.5%	1,100	200	-900
Treated Wood Waste	2.0%	2.4%	0.4%	2,900	3,000	100
Clean Gypsum Board	0.2%	0.6%	0.4%	300	800	500
Rock, Soil, Fines	4.0%	4.2%	0.1%	6,000	5,400	-600
Carpet	0.9%	0.2%	-0.7%	1,300	200	-1,100
- Padding	0.6%	<0.1%	-0.6%	900	<100	-800
Remainder/Composite C&D	2.6%	1.4%	-1.2%	3,800	1,800	-2,000
<b>METALS</b>	<b>4.6%</b>	<b>3.8%</b>	<b>-0.8%</b>	<b>6,800</b>	<b>4,800</b>	<b>-2,000</b>
Tin/Steel Cans	0.6%	0.9%	0.3%	900	1,100	200
Other Ferrous	2.4%	1.3%	-1.1%	3,600	1,700	-1,900
Major Appliances	<0.1%	<0.1%	0.0%	<100	<100	0
Aluminum Cans - CRV	0.2%	0.2%	0.1%	200	300	100
- Non CRV	<0.1%	<0.1%	0.0%	<100	<100	0
Other Non-Ferrous	0.2%	0.7%	0.5%	300	900	600
Remainder/Composite Metal	1.2%	0.5%	-0.7%	1,800	700	-1,100
<b>GLASS</b>	<b>2.7%</b>	<b>3.2%</b>	<b>0.5%</b>	<b>4,000</b>	<b>4,100</b>	<b>100</b>
Clear - CRV	0.6%	0.8%	0.2%	900	1,000	100
- Non CRV	0.4%	0.7%	0.3%	600	1,000	400
Brown - CRV	0.2%	0.7%	0.4%	400	800	400
- Non CRV	<0.1%	0.1%	0.1%	<100	200	-100
Green - CRV	<0.1%	0.2%	0.1%	100	200	100
- Non CRV	0.3%	0.2%	-0.1%	500	300	-200
Other - CRV	<0.1%	<0.1%	0.0%	<100	<100	0
- Non CRV	<0.1%	<0.1%	0.0%	<100	<100	0
Flat Glass	0.3%	0.2%	-0.1%	500	200	-300
Remainder/Composite Glass	0.7%	0.3%	-0.3%	1,000	400	-600
<b>HAZARDOUS</b>	<b>1.7%</b>	<b>1.6%</b>	<b>-0.2%</b>	<b>2,600</b>	<b>2,000</b>	<b>-600</b>
Paint	0.6%	<0.1%	-0.6%	900	<100	-800
Vehicle and Equip Fluids	<0.1%	<0.1%	0.0%	<100	<100	0
Used Oil and Oil Filters	<0.1%	<0.1%	0.0%	<100	<100	0
Large Rechargeable Batteries	<0.1%	<0.1%	0.1%	<100	<100	0
Small Rechargeable Batteries	<0.1%	<0.1%	0.0%	<100	<100	0
Household Batteries	<0.1%	<0.1%	0.0%	<100	<100	0
Universal Waste	0.3%	0.4%	0.1%	500	500	0
Covered Electronic Waste	0.2%	0.9%	0.7%	300	1,100	800
Flourescent Tubes	<0.1%	<0.1%	0.0%	<100	<100	0
Other HHW	0.5%	<0.1%	-0.5%	700	<100	-700
Remainder/Composite Haz/E-waste	0.1%	<0.1%	0.0%	100	100	0
<b>SPECIAL</b>	<b>2.9%</b>	<b>0.6%</b>	<b>-2.3%</b>	<b>2,400</b>	<b>800</b>	<b>-1,600</b>
Ash	<0.1%	<0.1%	0.0%	<100	<100	0
Sewage Solids	<0.1%	<0.1%	0.0%	<100	<100	0
Industrial Sludge	<0.1%	<0.1%	0.0%	<100	<100	0
Treated Medical Waste	<0.1%	<0.1%	0.0%	<100	<100	0
Bulky Items	0.4%	0.5%	0.1%	700	700	0
Tires	0.4%	<0.1%	-0.4%	600	<100	-500
Remainder/Composite Special Waste	0.7%	<0.1%	-0.7%	1,000	<100	-1,000
<b>MIXED RESIDUE</b>	<b>1.3%</b>	<b>5.4%</b>	<b>4.1%</b>	<b>2,000</b>	<b>7,000</b>	<b>5,000</b>
<b>TOTALS</b>	<b>100.0%</b>	<b>100.0%</b>		<b>148,888</b>	<b>128,800</b>	

Note: Composition for 2006/07 based on 138 samples, composition for 2014 based on 150 samples

**Exhibit 15. Commercial Waste Composition Comparison**



**Exhibit 16. Commercial Waste Tonnage Comparison**



## 5 WASTE COMPOSITION BY GENERATOR TYPE

As described in Section 2 of this report, waste samples were gathered by individual waste generator types. The number of samples from individual waste generator types was proportional to their contribution to the overall County waste stream. **Exhibit 14** through **Exhibit 19** presents the composition of relative material categories according to the following waste generator types:

- Single Family Residential
- Multi-Family Residential
- Commercial (all commercial waste generator types excluding multi-family residential)
- Wholesale/Retail/Warehouse
- Grocery/Market/Catering
- Office/Business/Government Services
- Education (schools)
- Healthcare (hospitals, clinics, and doctor offices)
- Restaurant/Golf/Pool/Healthclub
- Lodging

The following useful observations on waste composition by waste generator type are as follows:

### **Paper**

Office/business/government services and Healthcare businesses have the highest proportion of paper in their waste stream at 43 and 39 percent, respectively.

- Uncoated corrugated cardboard comprises a higher proportion of waste from wholesale/retail/warehouse and grocery/markets/catering businesses than other waste generator types.
- White ledger is comprises the highest proportion of office/business/government services than other waste generator types.

### **Plastic**

Healthcare facilities and Wholesale/retail/warehouse businesses have the highest proportion of plastic in their waste stream at 25 and 23 percent respectively. Education facilities have the lowest proportion of plastic in their waste stream at 12 percent.

- PET Bottles (CRV) comprises a higher proportion of waste from multi-family households than other waste generator types.
- Durable Items comprises a higher proportion of waste from wholesale/retail/warehouse, office/business/government, and healthcare businesses than other waste generator types.
- Non-Recyclable film comprises a higher proportion of waste from grocery/market/catering, office/business/government, and healthcare businesses than other waste generator types.

- Recyclable film grocery/market/catering businesses than other waste generator types.

### **Organic**

Restaurant/golf/pool/healthclub establishments and Education facilities have the highest proportion of organics in their waste stream at 47 and 43 percent respectively. Office/business/government services have the lowest proportion of organics in their waste stream at 14 percent.

- Vegetative and non-vegetative food and leaves/grass and prunings comprise a higher proportion of waste from restaurant/golf/pool/healthclub and lodging businesses than other waste generator types.
- Textiles comprise a higher proportion of waste from healthcare facilities and lodging than other waste generator types.

### **Construction and Demolition**

Wholesale/retail/warehouse establishments and Education facilities have the highest proportion of C&D in their waste stream at 20 and 18 percent respectively. Lodging establishments have the lowest proportion of C&D in their waste stream at 0.9 percent.

- Clean recyclable wood comprises a higher proportion of waste from wholesale/retail/warehouse and education facilities than other waste generator types.
- Treated wood comprises a higher proportion of waste from education facilities than other waste generator types.
- Rock/soil/fines comprise a higher proportion of waste from single family households and wholesale/retail/warehouse businesses than other waste generator types.

### **Metal**

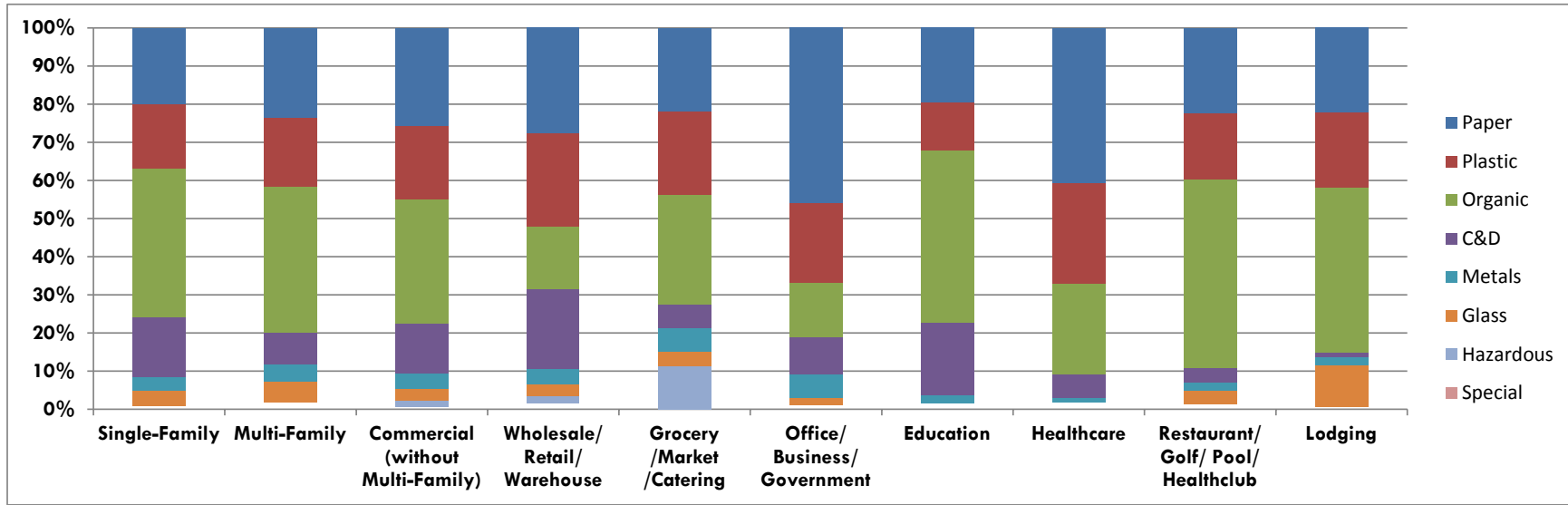
Grocery/markets/catering establishments and Office/business/government services have the highest proportion of metal in their waste stream at six percent each. Healthcare facilities have the lowest proportion of metal in their waste stream at 1.3 percent.

- Tin/steel cans comprise a higher proportion of waste from grocery/market/catering businesses than other waste generator types.
- Other ferrous metal comprises a higher proportion of office/business/government services than other waste generator types.

### **Glass**

Lodging establishments have the highest proportion of glass in their waste stream at 10 percent. Education facilities have the lowest proportion of glass in their waste stream at 0.9 percent.

**Exhibit 17. Waste Composition by Generator Types**





**Table 8. Waste Composition by Waste Generator Type**

Material Components	Single Family Residential	Multi-Family Residential	All Commercial	Wholesale/Retail/Warehouse	Grocery Market	Office/Business/Government	Education	Healthcare	Restaurant/Golf/Pool/Health Club	Lodging	Unclassified Commercial
<b>PAPER</b>	<b>18.1%</b>	<b>21.9%</b>	<b>24.3%</b>	<b>26.2%</b>	<b>20.7%</b>	<b>43.4%</b>	<b>18.6%</b>	<b>38.5%</b>	<b>21.1%</b>	<b>20.8%</b>	<b>21.1%</b>
Uncoated Corrugated Cardboard	1.5%	1.7%	3.5%	6.0%	5.4%	1.6%	3.4%	2.9%	1.1%	2.2%	3.5%
Paper Bags / Kraft	0.9%	0.8%	0.9%	1.3%	0.8%	0.5%	0.9%	0.1%	0.7%	1.0%	0.9%
Newspaper	0.9%	0.7%	0.8%	0.4%	0.7%	0.9%	0.4%	0.5%	0.9%	1.2%	0.9%
White Ledger	0.8%	1.5%	2.2%	2.6%	0.6%	7.6%	2.2%	2.8%	1.1%	1.1%	1.3%
Colored Ledger	0.0%	0.0%	0.4%	0.2%	0.3%	0.7%	2.1%	0.9%	0.0%	0.0%	0.1%
Computer Paper	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%	0.0%	0.0%	0.0%
Other Office Printouts	0.8%	0.6%	0.7%	0.7%	0.2%	1.8%	0.6%	2.0%	0.7%	0.5%	0.5%
Magazines and Catalogs	1.1%	1.4%	1.1%	0.6%	1.3%	2.3%	1.6%	1.9%	1.1%	0.7%	0.8%
Phone Books and Directories	0.0%	0.9%	0.1%	0.2%	0.0%	0.0%	0.1%	0.6%	0.0%	0.2%	0.0%
Other Recyclable Paper	3.4%	7.0%	4.3%	4.8%	5.0%	6.6%	1.4%	7.3%	2.6%	4.5%	4.5%
Other Compostable Paper	8.5%	6.2%	9.9%	9.0%	5.8%	21.5%	5.3%	17.9%	12.8%	9.4%	8.0%
Remainder / Composite Paper	0.3%	0.9%	0.4%	0.4%	0.4%	0.1%	0.6%	1.2%	0.1%	0.0%	0.6%
<b>PLASTIC</b>	<b>15.2%</b>	<b>17.0%</b>	<b>18.3%</b>	<b>23.2%</b>	<b>21.0%</b>	<b>19.8%</b>	<b>11.8%</b>	<b>25.2%</b>	<b>16.6%</b>	<b>18.4%</b>	<b>17.1%</b>
PET (#1) Bottles - CRV	0.7%	1.7%	0.9%	0.6%	1.1%	1.0%	0.6%	0.6%	1.2%	1.2%	0.9%
- Non CRV	0.3%	0.5%	0.3%	0.2%	0.0%	0.2%	0.1%	0.2%	0.3%	0.3%	0.5%
Other PETE Containers - CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
- Non CRV	0.9%	0.9%	0.8%	0.6%	0.9%	0.7%	1.1%	0.7%	0.9%	0.4%	1.0%
HDPE (#2) Natural Bottles - CRV	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%	0.0%
- Non CRV	0.2%	0.3%	0.3%	0.3%	0.4%	0.3%	0.3%	0.4%	0.4%	0.6%	0.3%
HDPE (#2) Colored Bottles - CRV	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.1%
- Non CRV	0.5%	0.8%	0.5%	0.8%	0.6%	0.8%	0.2%	0.4%	0.3%	0.7%	0.3%
Other HDPE Containers - CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
- Non CRV	0.2%	0.2%	0.2%	0.6%	0.1%	0.2%	0.1%	0.0%	0.2%	0.0%	0.1%
#3-#7 Plastic Bottles - CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
- Non CRV	0.0%	0.3%	0.1%	0.1%	0.0%	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%
#3-#7 Containers - CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%	0.0%
- Non CRV	1.1%	1.2%	1.2%	0.9%	0.8%	2.0%	0.4%	1.2%	1.3%	2.8%	1.1%
Durable Items	1.9%	1.7%	2.5%	4.0%	2.0%	3.3%	2.0%	4.6%	0.8%	1.2%	2.3%
Recyclable Film	4.8%	3.5%	5.9%	6.2%	9.3%	7.3%	2.4%	8.7%	6.3%	6.1%	5.6%
Non-Recyclable Film	2.9%	3.3%	2.7%	2.5%	4.6%	1.9%	1.4%	3.1%	2.8%	3.4%	2.9%
Remainder/Composite	1.7%	2.5%	2.9%	6.3%	1.2%	2.0%	2.7%	5.2%	1.9%	1.4%	2.0%

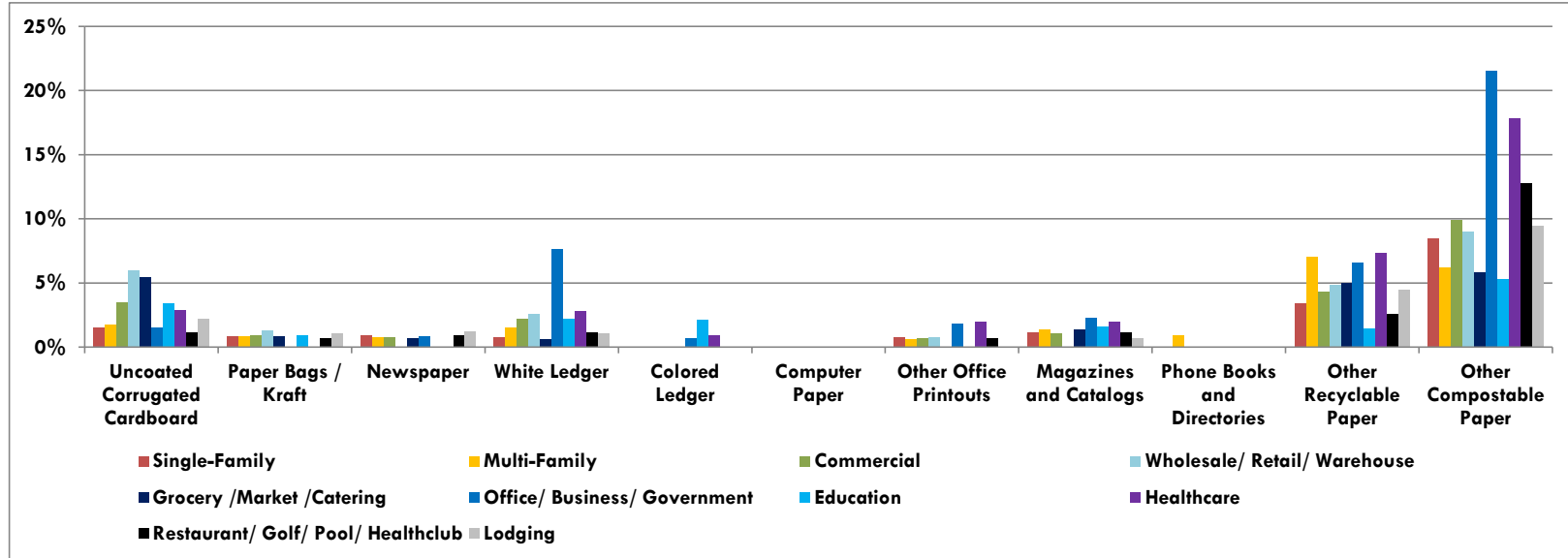
**Table 8 (continued). Waste Composition by Waste Generator Type**

Material Components	Single Family Residential	Multi-Family Residential	All Commercial	Wholesale/Retail/Warehouse	Grocery Market	Office/Business/Government	Education	Healthcare	Restaurant/Golf/Pool/Health Club	Lodging	Unclassified Commercial
<b>ORGANIC</b>	<b>35.5%</b>	<b>35.7%</b>	<b>30.7%</b>	<b>15.6%</b>	<b>27.3%</b>	<b>13.5%</b>	<b>42.9%</b>	<b>22.4%</b>	<b>46.7%</b>	<b>40.7%</b>	<b>33.8%</b>
Food - Vegetative	15.2%	13.9%	13.6%	6.6%	14.8%	7.1%	9.9%	3.1%	22.1%	28.1%	15.9%
Food - Non-Vegetative	5.2%	5.5%	5.9%	2.9%	8.2%	0.9%	11.1%	1.4%	11.6%	3.6%	5.8%
Leaves and Grass	1.9%	0.8%	2.5%	1.3%	0.6%	1.0%	8.6%	0.3%	5.4%	0.0%	1.6%
Prunings and Trimmings	1.7%	2.0%	2.1%	0.1%	0.1%	0.6%	8.5%	0.1%	2.4%	0.6%	2.1%
Branches and Stumps	0.2%	0.0%	0.3%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.5%
Agricultural Crop Residues	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Manures	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Textiles	3.9%	5.3%	3.7%	2.9%	2.0%	3.5%	3.3%	8.7%	3.8%	6.4%	3.6%
Remainder/Composite Organics	7.2%	8.1%	2.8%	1.8%	1.7%	0.5%	0.7%	8.8%	1.4%	2.0%	4.3%
<b>CONSTRUCTION &amp; DEMOLITION</b>	<b>14.2%</b>	<b>7.6%</b>	<b>12.5%</b>	<b>19.8%</b>	<b>5.9%</b>	<b>9.2%</b>	<b>17.9%</b>	<b>5.8%</b>	<b>3.6%</b>	<b>0.9%</b>	<b>13.4%</b>
Concrete	0.4%	0.0%	0.3%	0.5%	0.0%	0.4%	1.5%	0.0%	0.0%	0.0%	0.1%
Asphalt Paving	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Asphalt Roofing	0.5%	0.0%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Clean Recyclable Wood	1.3%	1.2%	2.9%	5.9%	1.8%	1.7%	5.6%	0.1%	0.2%	0.0%	2.4%
Other Untreated/ Recyclable Wood	0.5%	0.5%	0.1%	0.6%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Treated Wood Waste	1.1%	0.7%	2.6%	2.0%	1.3%	0.6%	3.3%	2.0%	0.2%	0.0%	4.1%
Clean Gypsum Board	0.5%	0.1%	0.7%	1.5%	0.0%	1.5%	0.0%	0.0%	1.0%	0.0%	0.4%
Rock, Soil, Fines	8.5%	2.8%	4.3%	6.4%	0.0%	4.2%	2.4%	3.8%	2.0%	0.0%	5.5%
Carpet	0.5%	0.0%	0.2%	0.1%	0.0%	0.2%	0.5%	0.0%	0.0%	0.0%	0.3%
Carpet Padding	0.2%	0.0%	0.1%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Remainder/Composite C&D	0.8%	2.2%	1.3%	2.4%	2.8%	0.6%	4.4%	0.0%	0.1%	0.9%	0.4%
<b>METALS</b>	<b>3.2%</b>	<b>4.3%</b>	<b>3.7%</b>	<b>3.8%</b>	<b>5.9%</b>	<b>5.9%</b>	<b>2.1%</b>	<b>1.3%</b>	<b>2.0%</b>	<b>2.1%</b>	<b>4.1%</b>
Tin/Steel Cans	1.0%	1.3%	0.8%	0.4%	3.0%	0.5%	0.2%	0.4%	0.7%	0.8%	1.1%
Other Ferrous	0.8%	0.7%	1.4%	1.4%	0.1%	3.5%	1.0%	0.1%	0.1%	0.1%	1.6%
Major Appliances	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Aluminum Cans - CRV	0.2%	0.3%	0.2%	0.2%	0.2%	0.3%	0.1%	0.2%	0.2%	0.2%	0.2%
Aluminum Cans - Non CRV	0.1%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.1%	0.1%	0.0%	0.1%
Other Non-Ferrous	0.8%	0.6%	0.7%	1.0%	1.1%	0.3%	0.5%	0.1%	0.7%	1.0%	0.7%
Remainder/Composite Metal	0.4%	1.2%	0.4%	0.7%	1.5%	1.3%	0.3%	0.3%	0.1%	0.0%	0.2%

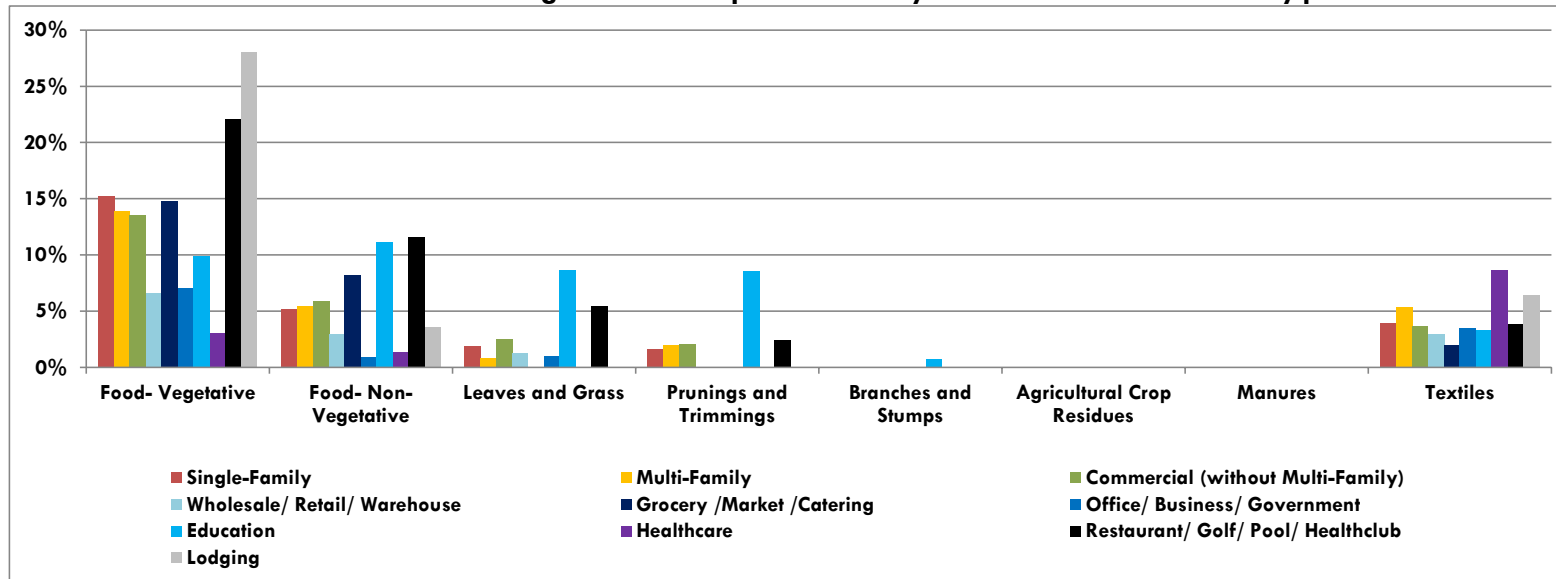
**Table 8 (continued). Waste Composition by Waste Generator Type**

Material Components		Single Family Residential	Multi- Family Residential	All Commercial	Wholesale/ Retail/ Warehouse	Grocery Market	Office/ Business/ Government	Education	Healthcare	Restaurant/ Golf/Pool/ Health Club	Lodging	Unclassified Commercial
<b>GLASS</b>		<b>3.5%</b>	<b>5.1%</b>	<b>3.0%</b>	<b>3.0%</b>	<b>3.8%</b>	<b>1.7%</b>	<b>0.9%</b>	<b>1.2%</b>	<b>3.5%</b>	<b>10.1%</b>	<b>2.9%</b>
Clear	- CRV	0.7%	1.0%	0.8%	0.4%	0.8%	0.6%	0.3%	0.3%	0.9%	3.7%	0.7%
	- Non CRV	1.2%	1.7%	0.6%	0.3%	0.9%	0.4%	0.2%	0.4%	1.1%	0.9%	0.8%
Brown	- CRV	0.5%	1.2%	0.6%	0.4%	0.7%	0.4%	0.2%	0.0%	0.8%	3.3%	0.5%
	- Non CRV	0.2%	0.5%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.1%	0.5%	0.1%
Green	- CRV	0.1%	0.4%	0.1%	0.1%	0.2%	0.1%	0.1%	0.0%	0.0%	1.2%	0.1%
	- Non CRV	0.3%	0.2%	0.2%	0.1%	0.7%	0.2%	0.0%	0.1%	0.4%	0.5%	0.2%
Other	- CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	- Non CRV	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Flat Glass		0.1%	0.3%	0.2%	0.5%	0.4%	0.0%	0.0%	0.2%	0.0%	0.0%	0.1%
Remainder/Composite Glass		0.2%	0.0%	0.4%	1.2%	0.0%	0.0%	0.1%	0.3%	0.1%	0.0%	0.3%
<b>HAZARDOUS</b>		<b>0.7%</b>	<b>1.1%</b>	<b>1.6%</b>	<b>1.8%</b>	<b>10.6%</b>	<b>1.1%</b>	<b>0.4%</b>	<b>0.4%</b>	<b>0.0%</b>	<b>0.7%</b>	<b>1.6%</b>
Paint		0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.0%	0.0%	0.0%
Vehicle and Equip Fluids		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Used Oil and Oil Filters		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Large Rechargeable Batteries		0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%
Small Rechargeable Batteries		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Household Batteries		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.1%	0.0%
Universal Waste		0.3%	0.1%	0.5%	1.6%	0.0%	0.0%	0.1%	0.4%	0.0%	0.6%	0.3%
Covered Electronic Waste		0.2%	0.8%	0.9%	0.0%	10.6%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
Flourescent Tubes		0.0%	0.0%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Other HHW		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Remainder/Composite Haz/E-waste		0.0%	0.0%	0.1%	0.0%	0.0%	1.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>SPECIAL</b>		<b>0.2%</b>	<b>0.6%</b>	<b>0.6%</b>	<b>1.5%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.2%</b>	<b>0.0%</b>	<b>1.2%</b>	<b>0.0%</b>	<b>0.5%</b>
Ash		0.1%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sewage Solids		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Industrial Sludge		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Treated Medical Waste		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Bulky Items		0.1%	0.5%	0.5%	1.0%	0.0%	0.0%	0.2%	0.0%	1.2%	0.0%	0.5%
Tires		0.0%	0.0%	0.1%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Remainder/Composite Special Waste		0.0%	0.0%	0.0%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>MIXED RESIDUE</b>		<b>9.4%</b>	<b>6.7%</b>	<b>5.3%</b>	<b>5.1%</b>	<b>4.7%</b>	<b>5.3%</b>	<b>5.1%</b>	<b>5.1%</b>	<b>5.4%</b>	<b>6.2%</b>	<b>5.4%</b>
<b>TOTALS</b>		<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Number of Samples		100	16	134	24	6	12	14	4	14	6	54

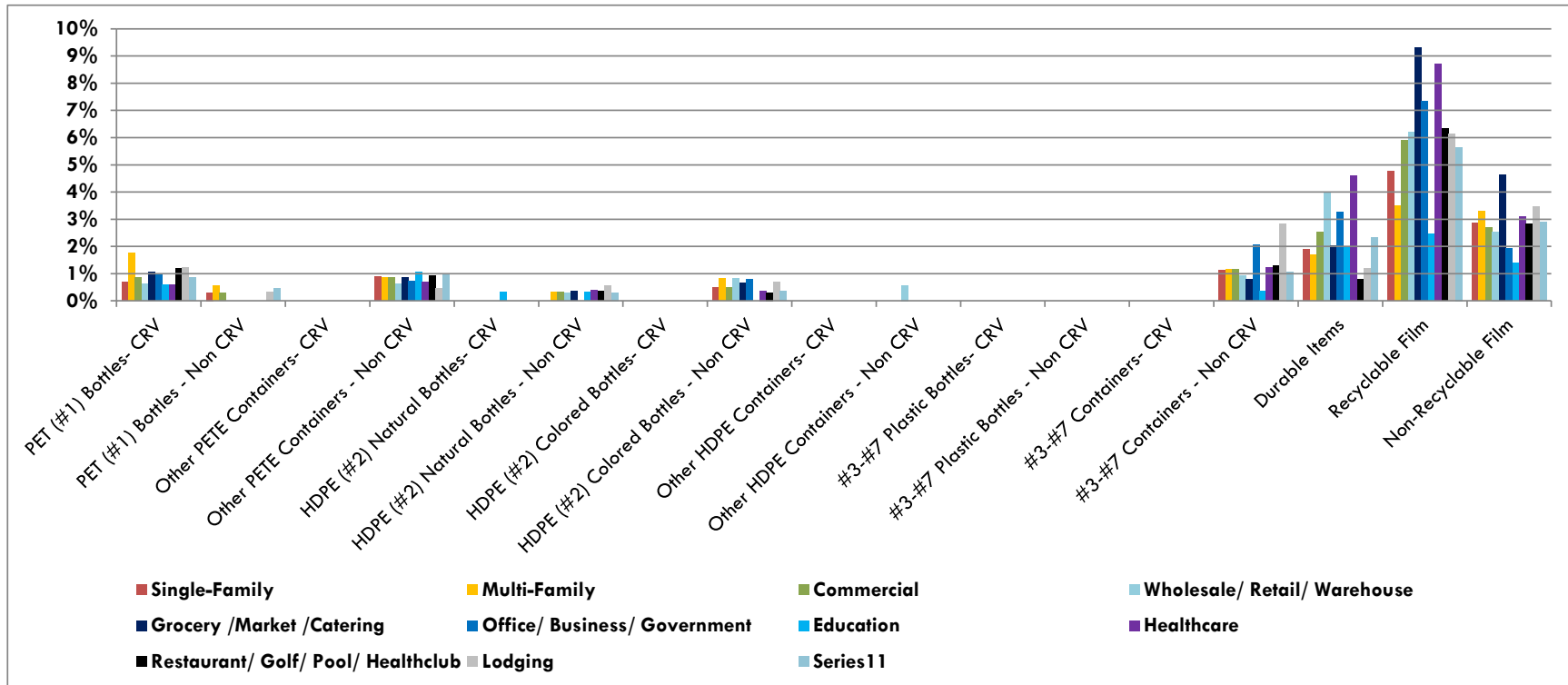
**Exhibit 18. Paper Components by Waste Generator Type**



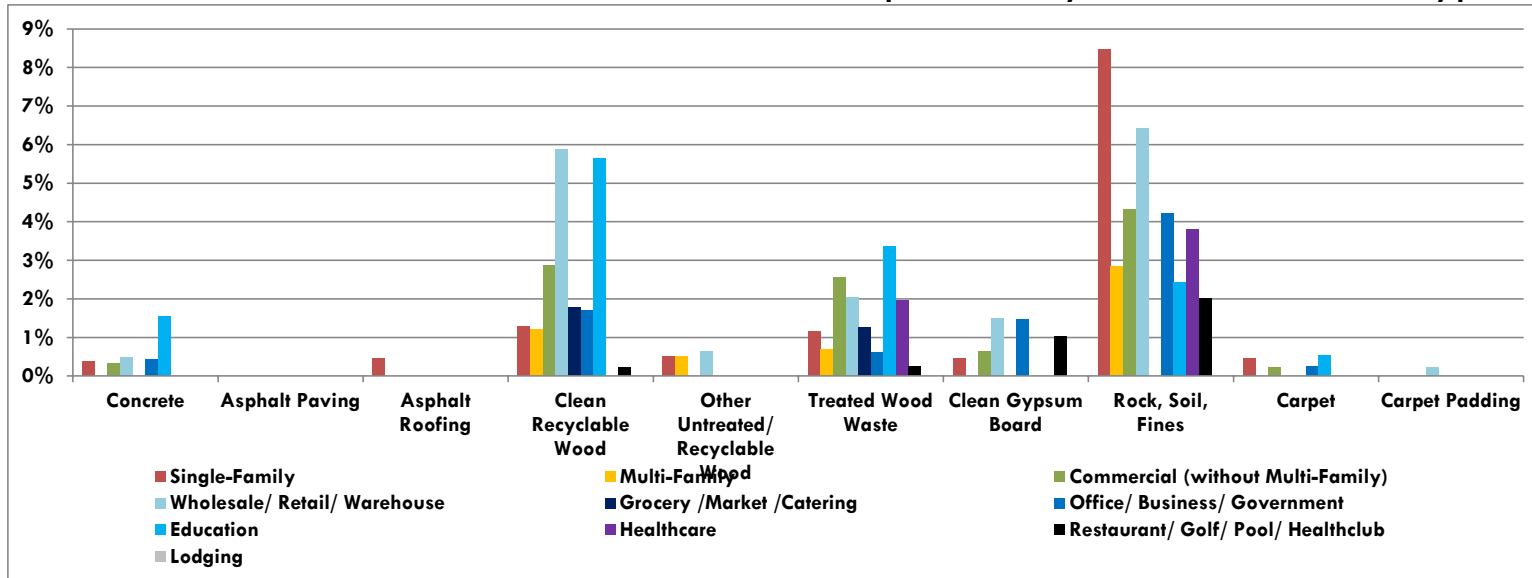
**Exhibit 19. Organic Components by Waste Generator Type**



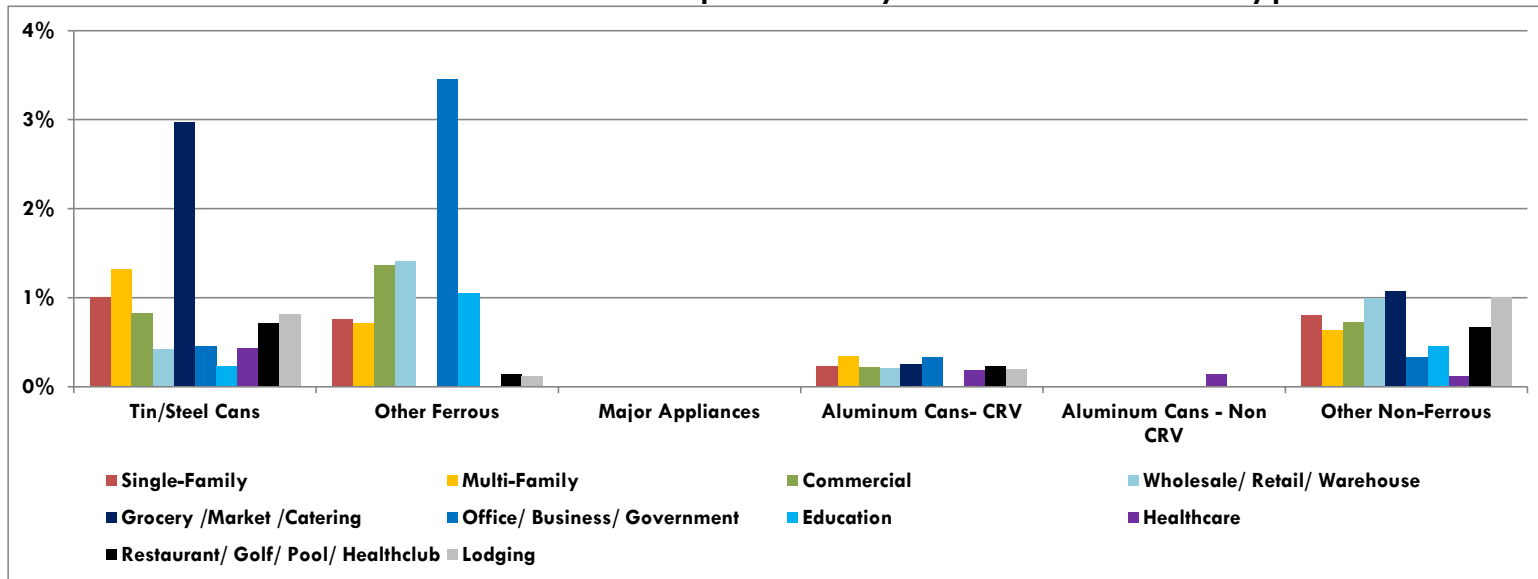
**Exhibit 20. Plastic Components by Waste Generator Type**



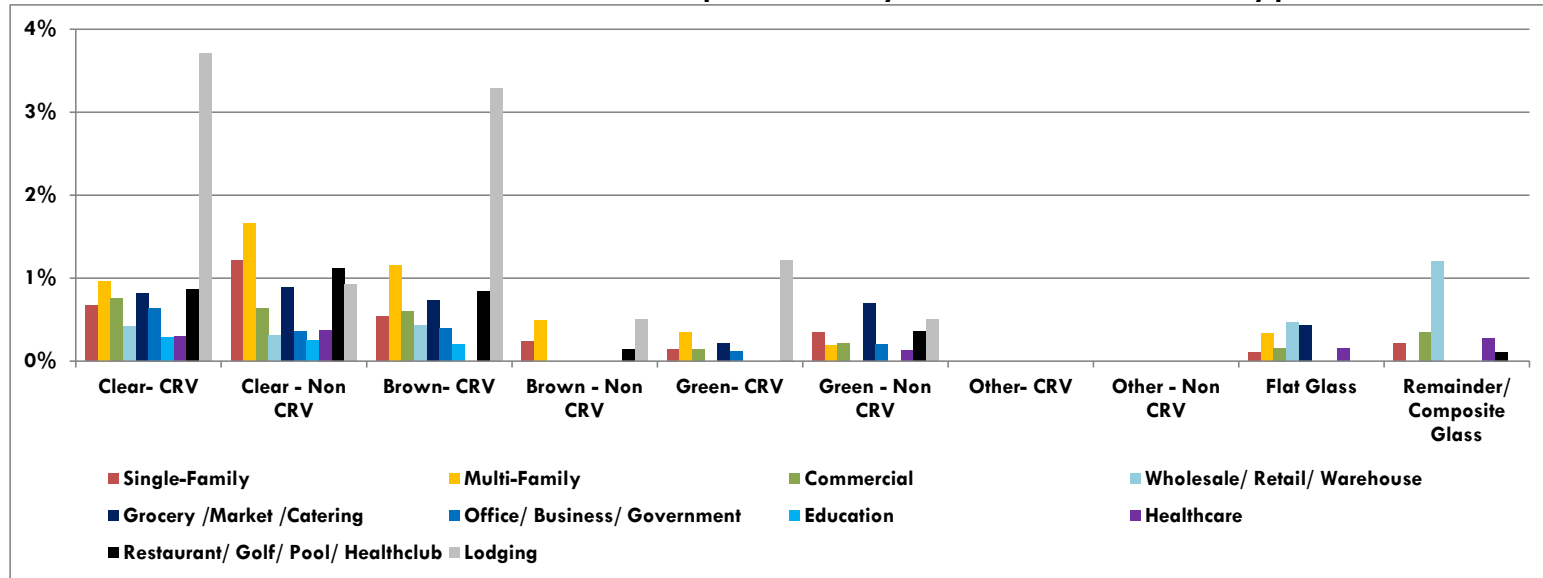
**Exhibit 21. Construction & Demolition Components by Waste Generator Type**



**Exhibit 22. Metal Components by Waste Generator Type**



**Exhibit 23. Glass Components by Waste Generator Type**



## APPENDIX A – MATERIAL CATEGORIES

<b>PAPER</b>		
	<b>Material ID &amp; Name</b>	<b>Material Type Definition</b>
1	<b>Uncoated Corrugated Cardboard</b>	<b>Uncoated Corrugated Cardboard</b> usually has three layers. The center wavy layer is sandwiched between the two outer layers. It does not have any wax coating on the inside or outside. Examples include entire cardboard containers, such as shipping and moving boxes, computer packaging cartons, and sheets and pieces of boxes and cartons. This type does not include chipboard.
2	<b>Paper Bags/Kraft</b>	<b>Paper Bags</b> means bags and sheets made from Kraft paper. Examples include paper grocery bags, fast food bags, department store bags, and heavyweight sheets of Kraft packing paper.
3	<b>Newspaper</b>	<b>Newspaper</b> means paper used in newspapers. Examples include newspaper and glossy inserts, and all items made from newsprint, such as free advertising guides, election guides, plain news packing paper, stapled college schedules of classes, and tax instruction booklets.
4	<b>White Ledger</b>	<b>White Ledger</b> means uncolored bond, rag, or stationary grade paper. It may have colored ink on it. When the paper is torn, the fibers are white. Examples include white photocopy, white laser print, and letter paper.
5	<b>Colored Ledger</b>	<b>Colored Ledger</b> means colored bond, rag, or stationery grade paper. When the paper is torn, the fibers are colored throughout. Examples include colored photocopy and letter paper. This type does not include fluorescent dyed paper or deep-tone dyed paper such as goldenrod colored paper.
6	<b>Computer Paper</b>	<b>Computer Paper</b> means paper used for computer printouts. This type usually has a strip of form feed holes along two edges. If there are no holes, then the edges show tear marks. This type can be white or striped. Examples include computer paper and printouts from continuous feed printers. This type does not include "white ledger" used in laser or impact printers, nor computer paper containing groundwood.
7	<b>Other Office Paper</b>	<b>Other Office Paper</b> means other kinds of paper used in offices. Examples include manila folders, manila envelopes, index cards, white envelopes, white window envelopes, white or colored notebook paper, carbonless forms, and junk mail. This type does not include "white ledger," "colored ledger," or "computer paper."
8	<b>Magazines and Catalogs</b>	<b>Magazines and Catalogs</b> means items made of glossy coated paper. This paper is usually slick, smooth to the touch, and reflects light. Examples include glossy magazines, catalogs, brochures, and pamphlets.
9	<b>Phone Books and Directories</b>	<b>Phone Books and Directories</b> means thin paper between coated covers. These items are bound along the spine with glue. Examples include whole or damaged telephone books, "yellow pages," real estate listings, and some non-glossy mail order catalogs.



## PAPER (continued)

Material ID & Name		Material Type Definition
10	<b>Other Recyclable Paper</b>	<b>Other Recyclable Paper</b> means items made mostly of paper that do not fit into any of the above types. Paper may be combined with minor amounts of other materials such as wax or glues. This type includes items made of chipboard, groundwood paper, and deep-toned or fluorescent dyed paper. Examples include cereal and cracker boxes, unused paper plates and cups, goldenrod colored paper, school construction paper/butcher paper, milk cartons, ice cream cartons and other frozen food boxes, unopened junk mail, colored envelopes for greeting cards, pulp paper egg cartons, unused pulp paper plant pots, and hardcover and softcover books.
11	<b>Other Compostable Paper</b>	<b>Other Compostable Paper</b> means items that were soiled with food or water during use. This type includes paper towels, paper plates, waxed paper, tissues, waxed corrugated cardboard, fast food wrappers, waxed paper, and other papers (e.g., pizza boxes and pizza box inserts).
12	<b>Remainder/Composite Paper</b>	<b>Remainder/Composite Paper</b> means items made mostly of paper but combined with large amounts of other materials such as wax, plastic, glues, foil, food, and moisture. Examples include aseptic packages, blueprints, sepia, onion skin, carbon paper, self-adhesive notes, and photographs.

## GLASS

Material ID & Name		Material Type Definition
13	<b>Clear Glass Bottles and Containers – CRV</b>	<b>Clear Glass Bottles and Containers – CRV</b> means clear glass beverage and food containers with a California Redemption Value (CRV) label. Examples include whole or broken clear soda and beer bottles, fruit juice bottles.
14	<b>Clear Glass Bottles and Containers – Non-CRV</b>	<b>Clear Glass Bottles and Containers – Non-CRV</b> means clear glass containers that do not have a CRV label.
15	<b>Green Glass Bottles and Containers – CRV</b>	<b>Green Glass Bottles and Containers – CRV</b> means green-colored glass containers with a CRV label. Examples include whole or broken green soda and beer bottles, and whole or broken green wine bottles.
16	<b>Green Glass Bottles and Containers – Non-CRV</b>	<b>Green Glass Bottles and Containers – Non-CRV</b> means green-colored glass containers that do not have a CRV label.

## GLASS (continued)

Material ID & Name		Material Type Definition
17	<b>Brown Glass Bottles and Containers – CRV</b>	<b>Brown Glass Bottles and Containers – CRV</b> means brown-colored glass containers with a CRV label. Examples include whole or broken brown soda and beer bottles, and whole or broken brown wine bottles.
18	<b>Brown Glass Bottles and Containers – Non-CRV</b>	<b>Brown Glass Bottles and Containers – Non-CRV</b> means brown-colored glass containers that do not have a CRV label.
19	<b>Other Colored Glass Bottles and Containers – CRV</b>	<b>Other Colored Glass Bottles and Containers – CRV</b> means colored glass containers and bottles other than green or brown with a CRV label. Examples include whole or broken blue or other colored bottles and containers.
20	<b>Other Colored Glass Bottles and Containers – Non-CRV</b>	<b>Other Colored Glass Bottles and Containers – Non-CRV</b> means colored glass containers other than green or brown that do not have a CRV label.
21	<b>Flat Glass</b>	<b>Flat Glass</b> means clear or tinted glass that is flat. Examples include glass windowpanes, doors, and tabletops, flat automotive window glass (side windows), safety glass, and architectural glass. This type does not include windshields, laminated glass, or any curved glass.
22	<b>Remainder/ Composite Glass</b>	<b>Remainder/Composite Glass</b> means glass that cannot be put in any other type. It includes items made mostly of glass but combined with other materials. Examples include Pyrex, Corningware, crystal and other glass tableware, mirrors, non-fluorescent light bulbs, and auto windshields.

## METAL

Material ID & Name		Material Type Definition
23	<b>Tin/Steel Cans</b>	<b>Tin/Steel Cans</b> means rigid containers made mainly of steel. These items will stick to a magnet and may be tin-coated. This type is used to store food, beverages, paint, and a variety of other household and consumer products. Examples include canned food and beverage containers, empty metal paint cans, empty spray paint and other aerosol containers, and bimetal containers with steel sides and aluminum ends.
24	<b>Major Appliances</b>	<b>Major Appliances</b> means discarded major appliances of any color. These items are often enamel-coated. Examples include washing machines, clothes dryers, hot water heaters, stoves, and refrigerators. This type does not include electronics, such as televisions and stereos.
25	<b>Other Ferrous</b>	<b>Other Ferrous</b> means any iron or steel that is magnetic or any stainless steel item. This type does not include "tin/steel cans." Examples include structural steel beams, metal clothes hangers, metal pipes, stainless steel cookware, security bars, used oil filters, and scrap ferrous items.

## METAL (continued)

Material ID & Name		Material Type Definition
26	<b>Aluminum Cans – CRV</b>	<b>Aluminum Cans – CRV</b> means any food or beverage container that is made mainly of aluminum and are marked as CRV containers. Examples include most aluminum soda or beer cans. This type does not include bimetal containers with steel sides and aluminum ends.
27	<b>Aluminum Cans – Non-CRV</b>	<b>Aluminum Cans – non-CRV</b> means any food or beverage container that is made mainly of aluminum and is not marked as CRV containers.
28	<b>Other Non-Ferrous</b>	<b>Other Non-Ferrous</b> means any metal item, other than aluminum cans, that is not stainless steel and that is not magnetic. These items may be made of aluminum, copper, brass, bronze, lead, zinc, or other metals. Examples include aluminum window frames, aluminum siding, copper wire, shell casings, brass pipe, and aluminum foil.
29	<b>Remainder/Composite Metal</b>	<b>Remainder/Composite Metal</b> means metal that cannot be put in any other type. This type includes items made mostly of metal but combined with other materials and items made of both ferrous metals and non-ferrous metal combined. Examples include small non-electronic appliances such as toasters and hair dryers, motors, insulated wire, and finished products that contain a mixture of metals, or metals and other materials, whose weight is derived significantly from the metal portion of its construction.

## PLASTIC

Material ID & Name		Material Type Definition
30	<b>PETE Bottles – CRV</b>	<b>PETE Bottles – CRV</b> means clear or colored PETE (polyethylene terephthalate) bottles that are marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. The color is usually clear, transparent green, or amber. A PETE bottle usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent. Examples of narrow and wide neck bottles include: soft drink, water, beer, and liquor bottles.
31	<b>PETE Bottles – Non-CRV</b>	<b>PETE Bottles – Non-CRV</b> means clear or colored PETE (polyethylene terephthalate) bottles that are not marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. The color is usually clear, transparent green, or amber. A PETE bottle usually has a small dot left from the manufacturing process, not a seam. It does not turn white when bent. Examples of narrow and wide neck bottles include: cooking oil, pastry jars, food jars, and aspirin bottles.
32	<b>Other PETE Containers – CRV</b>	<b>Other PETE Containers – CRV</b> means PETE (polyethylene terephthalate) containers (other than bottles) that are marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. A PETE container usually has a small dot left from the manufacturing process, not a seam.

## PLASTIC (continued)

Material ID & Name		Material Type Definition
33	<b>Other PETE Containers – Non-CRV</b>	<b>Other PETE Containers – Non-CRV</b> means PETE (polyethylene terephthalate) containers (other than bottles) that are not marked as CRV containers. When marked for identification, they bear the number 1 in the center of the triangular recycling symbol and may also bear the letters PETE or PET. A PETE container usually has a small dot left from the manufacturing process, not a seam.
34	<b>HDPE Natural Bottles – CRV</b>	<b>HDPE Natural Bottles – CRV</b> means natural HDPE (high-density polyethylene) bottles that are marked as CRV containers. This plastic is cloudy white, allowing light to pass through it. When marked for identification, it bears the number 2 in the triangular recycling symbol. Examples include milk jugs, water jugs, and some juice bottles.
35	<b>HDPE Natural Bottles – Non-CRV</b>	<b>HDPE Natural Bottles – Non-CRV</b> means natural HDPE (high-density polyethylene) bottles that are not marked as CRV containers. This plastic is cloudy white, allowing light to pass through it. When marked for identification, it bears the number 2 in the triangular recycling symbol.
36	<b>HDPE Colored Bottles – CRV</b>	<b>HDPE Colored Bottles – CRV</b> means colored HDPE (high-density polyethylene) containers that are marked as CRV containers. This plastic is a solid color, preventing light from passing through it. When marked for identification, it bears the number 2 in the triangular recycling symbol. Examples include narrow and wide mouth food containers, such as for coffee and coffee creamer.
37	<b>HDPE Colored Bottles – Non-CRV</b>	<b>HDPE Colored Bottles – Non-CRV</b> means colored HDPE (high-density polyethylene) containers that are not marked as CRV containers. This plastic is a solid color, preventing light from passing through it. When marked for identification, it bears the number 2 in the triangular recycling symbol. Examples include detergent bottles, some shampoo and hair-care bottles, empty motor oil, empty antifreeze, and other empty vehicle and equipment fluid bottles.
38	<b>Other HDPE Containers – CRV</b>	<b>Other HDPE Containers – CRV</b> means all types of HDPE (high-density polyethylene) containers not included above that are marked as CRV containers. When marked for identification, it bears the number 2 in the triangular recycling symbol.
39	<b>Other HDPE Containers – Non-CRV</b>	<b>Other HDPE Containers – Non-CRV</b> means all types of HDPE (high-density polyethylene) containers not included above that are not marked as CRV containers. When marked for identification, it bears the number 2 in the triangular recycling symbol.
40	<b>#3-#7 Bottles – CRV</b>	<b>#3-#7 Bottles – CRV</b> means plastic bottles made of types of plastic other than HDPE (high-density polyethylene) or PETE (polyethylene terephthalate). Items may be made of PVC (polyvinyl chloride), LDPE (low-density polyethylene), PP (polypropylene), PS (polystyrene), or mixed resins and are marked as CRV containers. When marked for identification, these bottles bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol. Examples include bottles for some juices.

## PLASTIC (continued)

Material ID & Name	Material Type Definition
41 <b>#3-#7 Bottles – Non-CRV</b>	<b>#3-#7 Bottles – Non-CRV</b> means plastic bottles made of types of plastic other than HDPE (high-density polyethylene) or PETE (polyethylene terephthalate). Items may be made of PVC (polyvinyl chloride), LDPE (low-density polyethylene), PP (polypropylene), PS (polystyrene), or mixed resins and are not marked as CRV containers. When marked for identification, these bottles bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol. Examples include bottles for shampoo, and vitamins.
42 <b>#3-#7 Other Containers – CRV</b>	<b>#3-#7 Other Containers – CRV</b> means plastic containers (other than bottles) made of types of plastic other than HDPE (high-density polyethylene) or PETE (polyethylene terephthalate). Items may be made of PVC (polyvinyl chloride), LDPE (low-density polyethylene), PP (polypropylene), PS (polystyrene), or mixed resins and are marked as CRV containers. When marked for identification, these items bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol.
43 <b>#3-#7 Other Containers – Non-CRV</b>	<b>#3-#7 Other Containers – Non-CRV</b> means plastic containers (other than bottles) made of types of plastic other than HDPE (high-density polyethylene) or PETE (polyethylene terephthalate). Items may be made of PVC (polyvinyl chloride), LDPE (low-density polyethylene), PP (polypropylene), PS (polystyrene), or mixed resins and are not marked as CRV containers. When marked for identification, these items bear the number 3, 4, 5, 6, or 7 in the triangular recycling symbol.
44 <b>Recyclable Plastic Film</b>	<b>Recyclable Plastic Film</b> means clean plastic film that can be recycled. Examples include; clean plastic bags sold for use as trash bags for residential and commercial use. It also includes plastic shopping bags used to contain merchandise for transport from the place of purchase and given out by the store with the purchase, such as grocery shopping bags, other merchandise bags, or dry-cleaning plastic bags intended for one-time use. This material also includes non-bag commercial and industrial packaging film such as shrink-wrap, mattress bags, furniture wrap, and film bubble wrap. Examples include agricultural film (films used in various farming and growing applications, such as silage greenhouse films, mulch films, and wrap for hay bales), plastic sheeting used as drop cloths, and building wrap.
45 <b>Nonrecyclable Film</b>	<b>Nonrecyclable Film</b> means all other plastic film that does not fit into any other type. Examples include other types of plastic bags (sandwich bags, zipper-recloseable bags, newspaper bags, produce bags, frozen vegetable bags, bread bags), food wrappers such as candy-bar wrappers, mailing pouches, bank bags, X-ray film, metallized film (wine containers and balloons), plastic food wrap, and contaminated recyclable plastic film.

## PLASTIC (continued)

Material ID & Name		Material Type Definition
46	<b>Durable Plastic Items</b>	<b>Durable Plastic Items</b> means all other plastic objects other than containers, or film plastic. Examples include mop buckets, plastic outdoor furniture, plastic toys, large paint/food buckets, CD's, plastic stay straps, sporting goods, and plastic house wares such as dishes, cups, and cutlery. This type also includes building materials such as house siding, window sashes and frames, housings for electronics (such as computers, televisions and stereos), fan blades, impact-resistance cases (e.g. tool boxes, first aid boxes, tackle boxes, sewing kits, etc.), and plastic pipes and fittings.
47	<b>Remainder/Composite Plastic</b>	<b>Remainder/Composite Plastic</b> means plastic that cannot be put in any other type. They are usually recognized by their optical opacity. This type includes items made mostly of plastic but combined with other materials. Examples include auto parts made of plastic attached to metal, plastic drinking straws, foam drinking cups, produce trays, foam meat and pastry trays, foam packing blocks, packing peanuts, foam plates and bowls, plastic strapping, plastic lids, some kitchen ware, toys, new plastic laminate (e.g., Formica), vinyl, linoleum, plastic lumber, insulating foams, imitation ceramics, handles and knobs, plastic string (such as is used for hay bales), and plastic rigid bubble/foil packaging (as for medications).

## ORGANIC

Material ID & Name		Material Type Definition
48	<b>Food</b>	<b>Food</b> means food material resulting from the processing, storage, preparation, cooking, handling, or consumption of food. This includes material from industrial, commercial, or residential sources. Examples include discarded meat scraps, dairy products, egg shells, fruit or vegetable peels, and other food items from homes, stores, and restaurants. Also includes grape pomace and other processed residues or material from canneries, wineries, or other industrial sources.
49	<b>Leaves and Grass</b>	<b>Leaves and Grass</b> means plant material, except woody material, from any public or private landscapes. Examples include leaves, grass clippings, sea weed, and plants. This type does not include woody material or material from agricultural sources.
50	<b>Prunings and Trimmings</b>	<b>Prunings and Trimmings</b> means woody plant material up to 4 inches in diameter from any public or private landscape. Examples include prunings, shrubs, and small branches with branch diameters that do not exceed 4 inches. This type does not include stumps, tree trunks, or branches exceeding 4 inches in diameter. This type does not include material from agricultural sources.

## ORGANIC (continued)

Material ID & Name		Material Type Definition
51	<b>Branches and Stumps</b>	<b>Branches and Stumps</b> means woody plant material, branches, and stumps that exceed four inches in diameter from any public or private landscape.
52	<b>Agricultural Crop Residues</b>	<b>Agricultural Crop Residues</b> means plant material from agricultural sources. Examples include orchard and vineyard prunings; vegetable by-products from farming,; and residual fruits, vegetables, and other crop remains after usable crop is harvested. This type does not include processed residues from canneries, wineries, or other industrial sources.
53	<b>Manures</b>	<b>Manures</b> means manure and soiled bedding materials from domestic, farm, or ranch animals. Examples include manure and soiled bedding from animal production operations, racetracks, riding stables, animal hospitals, and other sources.
54	<b>Textiles</b>	<b>Textiles</b> means items made of thread, yarn, fabric, or cloth. Examples include clothes, fabric trimmings, draperies, and all natural and synthetic cloth fibers. This type does not include cloth-covered furniture, mattresses, leather shoes, leather bags, or leather belts.
55	<b>Carpet</b>	<b>Carpet</b> means flooring applications consisting of various natural or synthetic fibers bonded to some type of backing material. Does not include carpet padding.
56	<b>Carpet Padding</b>	<b>Carpet Padding</b> means materials used under carpet to provide insulation and padding. Examples include plastic carpet padding, foam carpet padding, felt carpet padding, and other carpet padding.
57	<b>Remainder/Composite Organics</b>	<b>Remainder/Composite Organics</b> means organic material that cannot be put in any other type or subtype. This type includes items made mostly of organic materials but combined with other materials. Examples include leather items, cork, hemp rope, garden hoses, rubber items, hair, cigarette butts, diapers, feminine hygiene products, wood products (popsicle sticks and toothpicks), sawdust, and animal feces.

## CONSTRUCTION & DEMOLITION

Material ID & Name		Material Type Definition
58	<b>Concrete</b>	<b>Concrete</b> means a hard material made from sand, gravel, aggregate, cement mix, and water. Examples include pieces of building foundations, concrete paving, and cinder blocks.
59	<b>Asphalt Paving</b>	<b>Asphalt Paving</b> means a black or brown, tar-like material mixed with aggregate used as a paving material.
60	<b>Asphalt Roofing</b>	<b>Asphalt Roofing</b> means composite shingles and other roofing material made with asphalt. Examples include asphalt shingles and attached roofing tar and tar paper.

## CONSTRUCTION & DEMOLITION (continued)

Material ID & Name		Material Type Definition
61	<b>Clean recyclable wood (non-treated)</b>	<b>Clean recyclable wood (non-treated)</b> means non-treated processed wood for building, manufacturing, landscaping, packaging, and non-treated processed wood from demolition. Examples include dimensional lumber, lumber cutoffs, engineered wood such as plywood and particleboard, wood scraps, pallets, crates, wood fencing, wood shake roofing, and wood siding. May contain nails or other trace contaminants.
62	<b>Other Recyclable Wood</b>	<b>Other Recyclable Wood</b> means unpainted, unstained, or untreated recyclable wood not included in any other category. May be recycled into ethanol, adhesives, or other engineered wood products. Includes plywood, sheet board, wafer board, particle board, oriented strand board, furniture, or cabinets that have not been treated with paint, stain, or other finish, or untreated/unpainted wood roofing or siding.
63	<b>Treated Wood Waste</b>	<b>Treated Wood Waste</b> means wood that has had an external coating applied or has been pressure treated, chemically treated, or treated with creosote. Includes items such as handrails; finished furniture; pressure treated wood; chemically treated wood (with copper etc.); finished wood flooring (Pergo); or wood treated with creosote such as railroad ties, marine timbers and pilings, landscape timbers, or telephone poles.
64	<b>Clean Gypsum Board</b>	<b>Clean Gypsum Board</b> means interior wall covering made of a sheet of gypsum sandwiched between paper layers that are not painted. Examples include used or unused, broken or whole sheets of sheetrock, drywall, gypsum board, plasterboard, gypboard, gyproc, and wallboard.
65	<b>Rock, Soil, and Fines</b>	<b>Rock, Soil and Fines</b> means rock pieces of any size and soil, dirt, and other matter. Examples include rock, stones, and sand, clay, soil, and other fines. This type also includes non-hazardous contaminated soil.
66	<b>Remainder/Composite Construction and Demolition</b>	<b>Remainder/Composite Construction and Demolition</b> means construction and demolition material that cannot be put in any other type. This type may include items from different categories combined, which would be very hard to separate. Examples include brick, ceramics, tiles, toilets, sinks, dried paint not attached to other materials, and fiberglass insulation. This type may also include demolition debris that is a mixture of items such as plate glass, wood, tiles, painted gypsum board, and aluminum scrap.

## HAZARDOUS & ELECTRONIC WASTE

Material ID & Name		Material Type Definition
67	<b>Paint</b>	<b>Paint</b> means containers with paint in them. Examples include latex paint, oil based paint, and tubes of pigment or fine art paint. This type does not include dried paint, empty paint cans, or empty aerosol containers.
68	<b>Vehicle and Equipment Fluids</b>	<b>Vehicle and Equipment Fluids</b> means containers with fluids used in vehicles or engines, except used oil. Examples include used antifreeze and brake fluid. This type does not include empty vehicle and equipment fluid containers.



## HAZARDOUS & ELECTRONIC WASTE (continued)

Material ID & Name	Material Type Definition
69 <b>Used Oil and Oil Filters</b>	<b>Used Oil and Oil Filters</b> means the same as defined in Health and Safety Code section 25250.1(a). Examples include spent lubricating oil such as crankcase and transmission oil, gear oil, and hydraulic oil. Oil filters means metal oil filters used in motor vehicles and other engines, which contain a residue of used oil.
70 <b>Large Rechargeable Batteries</b>	<b>Large Rechargeable Batteries</b> means large rechargeable or lead acid batteries. Examples include car battery and other vehicle batteries.
71 <b>Small Rechargeable Batteries</b>	<b>Small Rechargeable Batteries</b> means small rechargeable batteries typically used in consumer devices. Examples include rechargeable flashlight and small appliance batteries.
72 <b>Household Batteries</b>	<b>Household Batteries</b> means non-rechargeable batteries typically used in consumer devices. Examples include alkaline, carbon/zinc batteries, watch, and hearing aid batteries
73 <b>Universal Waste</b>	<b>Universal Waste</b> means electronics with large circuitry that is computer-related. Examples include processors, mice, keyboards, laptops, disk drives, printers, modems, and fax machines, stereos, VCRs, microwaves, DVD players (screen smaller than 4 inches), radios, audio/visual equipment. Examples include personal digital assistants (PDAs), cell phones, phone systems, phone answering machines, computer games and other electronic toys, portable CD players, camcorders, and digital cameras.
74 <b>Covered Electronic Waste</b>	<b>Covered Electronic Waste</b> means electronic devices that the Department of Toxic Substances Control has determined to be hazardous when discarded as part of the Electronic Waste Recycling Act, including video display devices. Examples include televisions, computer monitors, and other items containing a cathode ray tube (CRT). Also includes LCD desktop monitors, laptops with LCD displays, LCD televisions, and portable DVD players with screens that are 4 inches or larger (measured diagonally).
75 <b>Fluorescent Tubes</b>	<b>Fluorescent Tubes</b> means fluorescent light tubes and compact fluorescent bulbs (CFL).
76 <b>Other HHW</b>	<b>Other HHW</b> means other hazardous wastes not described elsewhere in these definitions. Examples include pesticides, solvents, propane, and pharmaceuticals.
77 <b>Remainder/ Composite Hazardous and E-waste</b>	<b>Remainder/Composite Hazardous &amp; E-Waste</b> means household hazardous material that cannot be put in any other type. This type also includes household hazardous material that is mixed. Examples include household hazardous waste which if improperly put in the solid waste stream may present handling problems or other hazards, such as pesticides, caustic cleaners, and fluorescent light bulbs.

## SPECIAL WASTE

Material ID & Name		Material Type Definition
78	<b>Ash</b>	<b>Ash</b> means a residue from the combustion of any solid or liquid material. Examples include ash from structure fires, fireplaces, incinerators, biomass facilities, waste-to-energy facilities, and barbecues.
79	<b>Sewage Solids</b>	<b>Sewage Solids</b> means residual solids and semi-solids from the treatment of domestic waste water or sewage. Examples include biosolids, sludge, grit, screenings, and septage. This type does not include sewage or waste water discharged from the sewage treatment process.
80	<b>Industrial Sludge</b>	<b>Industrial Sludge</b> means sludge from factories, manufacturing facilities, and refineries. Examples include paper pulp sludge, and water treatment filter cake sludge.
81	<b>Treated Medical Waste</b>	<b>Treated Medical Waste</b> means medical waste that has been processed in order to change its physical, chemical, or biological character or composition, or to remove or reduce its harmful properties or characteristics, as defined in Section 25123.5 of the California Health and Safety Code.
82	<b>Bulky Items</b>	<b>Bulky Items</b> means large, hard-to-handle items that are not defined separately, including furniture, mattresses, and other large items. Examples include all sizes and types of furniture, mattresses, box springs, and base components.
83	<b>Tires</b>	<b>Tires</b> means vehicle tires. Examples include tires from trucks, automobiles, motorcycles, heavy equipments, and bicycles.
84	<b>Remainder/Composite Special Waste</b>	<b>Remainder/Composite Special Waste</b> means special waste that cannot be put in any other type. Examples include asbestos-containing materials, such as certain types of pipe insulation and floor tiles, auto fluff, auto-bodies, trucks, trailers, truck cabs, untreated medical waste/pills/hypodermic needles, and artificial fireplace logs.

## MIXED RESIDUE

Material ID & Name		Material Type Definition
85	<b>Mixed Residue</b>	<b>Mixed Residue</b> means material that cannot be put in any other type in the other categories. This type includes mixed residue that cannot be further sorted. Examples include clumping kitty litter and residual material from a materials recovery facility or other sorting process that cannot be put in any of the previous remainder/composite types.



Agenda Item #: **10**  
Cost Center: **Organics**  
Staff Contact: **Carter**  
Agenda Date: **9/17/2014**

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.

An interim measure in the Plan requires that the compost site achieve an 18% working footprint reduction; one method for making the reduction occur is partial outhaul of incoming raw materials.

At the August 20, 2014, the Board gave staff direction to enter into an agreement with The Ratto Group (TRG), provided that agreement was materially similar to the agreement provided to the Board at the August 20, 2014 Agency meeting.

**II. DISCUSSION**

Negotiations with TRG did not result in an agreement materially similar to the one available at the August 20, 2014 Agency meeting. As the compost site footprint reduction is a crucial component of the Zero Discharge Plan, staff made emergency arrangements with the City of Sonoma and Sonoma Garbage Collectors to deliver collected green waste to the City of Napa compost facility, the City of Petaluma has agreed to direct TRG through their franchise agreement to temporarily deliver Petaluma green waste to the Redwood Landfill, and Agency staff have entered into a temporary agreement with TRG to haul material from the County transfer stations to Jepson Prairie Organics or Redwood Landfill. There was an unexpected surge in material delivered to Sonoma Compost during the first week of September, so Sonoma Compost arranged to have a private trucking company to haul material from the Central Compost Site to Redwood Landfill or Jepson Prairie Organics until needed reduction in material to achieve the footprint reduction was achieved.

The essence of the inability to reach agreement with TRG revolves around TRG's desire to only deliver material the Redwood Landfill compost facility and Jepson Prairie Organics. The longer hours of operation and ability of the facilities to accommodate the type of transfer trailers TRG intends to use are the reasons stated for TRG's request.

The one issue Agency and TRG staff were unable to resolve completely before packet preparation

was assigning responsibility for Pressure Treated Wood. Both parties are working toward agreement but believe more time is necessary to come to a satisfactory arrangement, but do not want this issue to prevent implementation of the agreement. The issue is expected to be resolved within 60 days of the approval of this agreement, and Agency staff will update the Board as to the resolution. This issue is not a major problem thus will not impede hauling operations.

### **III. FUNDING IMPACT**

The financial impacts for total outhaul would be approximately \$5.2 million on an annual basis (for a \$2.3 million increase above current costs at the Central Compost Site), while the financial impacts for partial outhaul over the winter rain season would be \$415,000 on an annual basis (for a \$115,000 increase above current costs). The net effect of the contract change is to increase cost of total outhaul by nearly \$225,000 and partial outhaul by nearly \$50,000.

The financial impacts for the interim measures this year, as affected by the need to reconfigure the compost facility working footprint, are as follows:

- The Agency will pay for the difference in cost to deliver Sonoma Garbage Collectors' green waste to the City of Napa's compost facility over the Central Compost Site, including the added distance and driver time, and any difference in tipping fee. The exact amount will vary depending on how full each day's truck gets loaded, but it is expected to be about \$8.00 per ton.
- In the case of the City of Petaluma material, Petaluma is directing the material to the Redwood Landfill through its franchise agreement. The Redwood tip fee is \$44.50 per ton, while the Agency revenue would be \$34.10 per ton. The Agency and TRG have worked out the payment details so that the net result is the Agency is responsible for the \$10.40 per ton difference. City of Petaluma staff has informed Agency staff that TRG may be responsible for covering the cost of this diversion, but at the time of transmittal preparation this is not known for certain whether this will ultimately be the case. If this is so, the cost to the Agency would be reduced by approximately \$10,000. If Petaluma chooses to direct its collected green waste away from Central on a permanent basis, the Agency would no longer be responsible for the added expense.
- The interim agreement with TRG to bring material from the County transfer stations to Jepson Prairie Organics will cost the Agency \$55.37/ton for hauling and tipping fee, while materials from the transfer stations taken to Redwood would cost the Agency \$59.10/ton for hauling and tip fee. The Agency will receive \$36.20/ton in revenue to offset this expense, resulting in a net loss of \$19.17/ton at Jepson Prairie and \$22.90/ton at Redwood.
- If the Board approves of the agreement with TRG, the terms would be the same as the interim agreement with TRG in that the cost to haul and dispose of at Jepson Prairie Organics would be \$55.37/ton and the cost to haul and dispose of at the Redwood Landfill compost facility would be \$59.10/ton.

### **IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the following actions:

1. Enter 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.
2. Approval of the emergency interim arrangement with the Ratto Group to initiate partial outhaul to meet the work area reduction required by the Zero Discharge Plan.
3. Delegate authority to the Executive Director to enter into agreements with compost facilities to accept compostable materials from the Agency, as necessary.

## V. ATTACHMENTS

Agreement with the Ratto Group for Compostable Material Hauling  
Letter to Ratto for Temporary Agreement  
Resolution

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

# AGREEMENT FOR COMPOSTABLE MATERIALS TRANSPORT SERVICES

This agreement ("Agreement"), dated as of September 17, 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 September 17, 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.

**“Pressure Treated Lumber”** means pressure treated wood that has been segregated from Compostable Materials.

**“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 except in the event that an authorized Disposal Site is not available due to reasons beyond the control of Contractor in which event Contractor will notify the Agency of such closure and Contractor will deliver Compostable Materials to a lawful disposal site and will be reimbursed its reasonable costs therefor.

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.

3.7 Rejected Materials. Contractor shall be responsible for the removal of all loads of Compostable materials rejected by the receiving compost facility. Agency shall not be responsible

for the cost of removal and/or disposal for loads rejected due to excessive amounts of Contaminants, as determined by the receiving compost facility.

3.8 Pressure Treated Lumber. Agency and Contractor acknowledge that the issue of proper disposal of Pressure Treated Wood is an issue interest to both parties. Agency and Contractor agree to identify the source of Pressure Treated Wood and decide on the responsibility for disposing of Pressure Treated Wood within 60 days of the Effective Date of this Agreement.

#### **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.

4.6 Payment of Tipping Fees at Disposal Facility. The Agency shall pay all tipping fees due, including all governmental fees, for delivery of compostable materials by Contractor to each Disposal Facility. Agency shall indemnify and hold Contractor harmless from any and all liability to each Disposal facility for tipping fees, government fees. The Agency shall enter into such agreements with each Disposal facility as may be reasonably necessary to facilitate the performance of this Agreement.

#### **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 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.

6.2 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 lawful and reasonable 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:

<b>Liquidated Damages</b>	
<b>Item</b>	<b>Amount</b>
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 for Items A and B in the Liquidated Damages Table above, Agency Contract Manager shall give Contractor notice of its intention to do so and a reasonable opportunity to cure, not more than ten calendar days (the "LD Notice"). No Liquidated Damages will be imposed if Contractor cures within the time allowed by the LD Notice. Agency may impose Liquidated Damages on Contractor and Contractor will not have the right to cure in the event that Contractor is subject to the imposition of Liquidated Damages hereunder for the same failure to perform more than once in any twelve month period. The LD 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.

Liquidated damages for Item C in the Liquidated Damages Table above shall be imposed by Agency on Contractor for each occurrence. Contractor shall not have a period of time in which to cure Liquidated Damages related to Item C. Contractor shall have the right to appeal the assessment of Liquidated Damages to the Agency Executive Director. The decision of the Agency Executive Director 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**

<b>Facility</b>	<b>SWIS ID</b>	<b>Address</b>	<b>City</b>
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
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	Central
Annapolis	\$ 14.60	\$ 50.70	\$ 26.47	\$ 11.28
Guerneville	\$ 14.60	\$ 21.70	\$ 26.47	\$ 11.28
Healdsburg	\$ 14.60	\$ 19.99	\$ 26.47	\$ 11.28
Sonoma	\$ 14.60	\$ 13.70	\$ 26.47	\$ 11.28
Central	\$ 7.42	\$ 14.28	\$ 25.12	\$ -

#### Fuel Component

	Redwood	WCC Republic	Jepson Prairie	Central
Annapolis	\$ 3.62	\$ 13.87	\$ 8.84	\$ 3.97
Guerneville	\$ 3.62	\$ 6.63	\$ 8.84	\$ 3.97
Healdsburg	\$ 3.62	\$ 6.03	\$ 8.84	\$ 3.97
Sonoma	\$ 3.62	\$ 3.82	\$ 8.84	\$ 3.97
Central	\$ 2.61	\$ 4.02	\$ 8.84	\$ -

#### Transport Component

	Redwood	WCC Republic	Jepson Prairie	Central
Annapolis	\$ 10.98	\$ 36.83	\$ 17.63	\$ 7.31
Guerneville	\$ 10.98	\$ 15.07	\$ 17.63	\$ 7.31
Healdsburg	\$ 10.98	\$ 13.96	\$ 17.63	\$ 7.31
Sonoma	\$ 10.98	\$ 9.88	\$ 17.63	\$ 7.31
Central	\$ 4.81	\$ 10.26	\$ 16.28	\$ -



September 5, 2014

Mr. Steve McCaffrey  
Director of Government Affairs  
The Ratto Group of Companies  
P.O. Box 1916  
Santa Rosa, California 95402

Subject: Green Waste Hauling and Processing

Dear Steve,

Thank you for taking time to speak earlier. Per our conversation, please accept this letter as our written request for the Ratto Group of Companies to implement outhaul of green waste materials on a short term basis, to a maximum of 125 tons per day. This is necessary due to the emergency situation at our compost facility which requires outhaul to reduce the working footprint to comply with our Zero Discharge Plan with the North Coast Regional Water Quality Control Board.

Materials would be taken to either Redwood Landfill, Novato, CA or Jepson Prairie Organics, Vacaville, CA as those sites' capacities allows. Our preference because of net costs would be for your firm to maximize the material taken to the Redwood facility. Pricing will be per your August 4, 2014 letter of submission for Request for Proposals to Transport Compostable materials, in the section labeled "Alternative Plan".

Fees for your services hauling to Redwood would be \$14.60 per ton for outlying transfer stations and \$7.42 per ton for the Central Disposal Site. For Jepson Prairie the fees for hauling would be \$26.47 per ton for outlying transfer stations and \$25.12 per ton for the Central Disposal Site. This temporary arrangement will be in effect for sixty (60) days or until the SCWMA Board approves the outhaul contract with your firm, whichever occurs sooner.

Your assistance is greatly appreciated.

[REDACTED]  
Henry Mikus  
Executive Director

Copies: Susan Klassen, Sonoma County Director of Transportation and Public Works  
SCWMA Board  
Will Bakx, Sonoma Compost Company

RESOLUTION NO.:

DATED: September 17, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ENTERING INTO AN AGREEMENT WITH THE RATTO GROUP AND DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR TO ENTER INTO AGREEMENTS WITH COMPOST FACILITIES TO RECEIVE COMPOSTABLE MATERIALS

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,

WHEREAS, it is in the interest of the Sonoma County Waste Management Agency to enter into agreements with compost facilities to receive Compostable Materials delivered by the Ratto Group; and,

WHEREAS, the Sonoma County Waste Management Agency Board of Directors hereby delegates authority to sign agreements necessary to secure capacity from compost facilities.

NOW, THEREFORE BE IT RESOLVED that the Sonoma County Waste Management Agency Board of Directors hereby approves of and enters into an agreement with the Ratto Group for the purpose of transporting Compostable Materials.

MEMBERS:

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

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

SO ORDERED

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

ATTEST:                      DATE:

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



Agenda Item #: **11**  
Cost Center: **All**  
Staff Contact: **Mikus**  
Agenda Date: **9/17/2014**

ITEM: **Tip Fee Surcharge Discussion**

**I. BACKGROUND**

SCWMA revenues are primarily generated by user fees related to solid waste services, with a small portion of income from other sources such as grants. Of the four main programs, three: Household Hazardous Waste, Education & Outreach, and Planning & Reporting, are funded by a tip fee surcharge assessed on all trash received into the County solid waste system. Currently this surcharge is set at \$5.95 per ton; it has been at this level since July 2010 and the start of Fiscal Year 10-11. The fourth program, composting, is supported by per ton fees assessed on all raw materials brought to the compost facility or County transfer stations for processing; the range is \$27.60 to \$36.20 per ton. These user fees are set by the SCWMA Board, most frequently as a part of the annual budget discussions.

The County of Sonoma, which owns and operates the Central Landfill and the transfer stations at Annapolis, Guerneville, Healdsburg, and Sonoma, collects these fees on behalf of SCWMA. There is one exception however. Petaluma does not have their waste delivered to the County system as they use the Redwood Landfill in nearby Novato. As a result, Petaluma, via a separate agreement with SCWMA, provides their surcharge money separately via payments of \$5.95 per ton for waste sent by them to Redwood. The Petaluma Agreement began in January 2005, and was renewed in June 2012 to extend until June 2015.

For the past several years, the County has been working through a process that involves the nine incorporated Cities/Town to implement a Master Operating Agreement (MOA), a contractual arrangement whereby Republic Services and its Prime Subcontractor, the Ratto Group, will become responsible for operating the landfill and transfer stations while the County still maintains ownership. The MOA is expected to become effective as soon as November 2014. When that occurs, among its responsibilities, Republic will manage the scales and associated billing activities, so that Republic will collect the user fees on behalf of SCWMA and the County.

**II. DISCUSSION**

One of the advantages the MOA will provide to the community is a focus on increasing waste diversion away from trash; the MOA sets goals for increased diversion levels for Republic. One significant change related to this step-up in waste diversion is that the MOA contemplates assessing the SCWMA tip fee surcharge on all inbound materials rather than just trash. The intent is to provide some stability to the amount of revenue generated per year because, as waste diversion efforts succeed, the amount of trash would reduce. By assessing the surcharge on all materials the total revenue per fiscal year would not be adversely affected, as more and more waste materials go from burial to being diverted into various beneficial programs such as reuse or recycling.



With the change to a broader base for collecting the SCWMA tip fee surcharge at the start of the MOA, if the surcharge amount remained unaltered there would be an immediate increase in the revenue collected. On an annual basis the revenue increase could be in the range of \$460,000 to \$535,000 depending on how Petaluma chooses to dispose of its green waste in the future. However, the tip fee surcharge could be reduced effective with the start of the MOA in order to keep revenue level.

In round numbers, currently the annual budget predicts a total of \$1.6 M from surcharge revenue at the \$5.95 per ton rate from 270,000 tons of trash. The addition of the 90,000 annual compost tons would give a basis for the surcharge of 360,000 tons. To keep revenue level, for this expanded amount of tons the surcharge could go as low as \$4.75 per ton (which includes a 5% safety factor). If Petaluma diverts its green waste (somewhere between 10,000 to 12,000 tons annually) the leveled surcharge would be \$4.85 per ton.

One impact is worth noting however, as “all inbound materials” would include raw materials for the composting facility once the MOA begins. Thus the current fees for compost materials would increase by the amount of the surcharge. This impact must be understood in another context though. As part of the MOA a “Convenience Fee” will be assessed in addition to the current tip fee; this new fee is set to be \$9.25 per ton and is for covering the continued expense for service and maintenance of the several older closed landfills that will still be County responsibility. The convenience fee will also be added to current fees for compost materials, which will likely decrease the Agency’s competitiveness for companies which self-haul material to this facility.

### **III. FUNDING IMPACT**

If the Board elects to not adjust the tip fee surcharge to level income after the start of the MOA, income would increase between \$460,000 and \$535,000. Reducing the surcharge to keep income level would require a change to a surcharge between \$4.75 and \$4.85 per ton, depending on what transpires with Petaluma’s green waste.

### **IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff requests direction from the Board regarding any changes to the tip fee surcharge relative to the MOA start between the County and Republic.

### **V. ATTACHMENTS**

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA



Agenda Item #: **12**  
Cost Center: **Organics**  
Staff Contact: **Carter**  
Agenda Date: **9/17/2014**

ITEM: **Sonoma Compost Amendment**

**I. BACKGROUND**

Sonoma Compost Company (SCC) was the contractor awarded the composting operation agreement with the Agency on February 20, 2013 as the result of a competitive procurement process. SCC had been the Agency's compost contractor for 20 years previously.

The previous contract with SCC included provision for revenue sharing equally between the Agency and SCC after a guaranteed revenue amount was deducted by SCC. This amount paid to the Agency was variable year to year which made predicting program earnings difficult. As part of negotiations for the new contract Agency staff proposed a new model, which would eliminate revenue sharing in exchange for a reduced per ton fee paid to the selected contractor. SCC met that requirement, by reducing its per ton fees by at least \$2/ton, but also added back the revenue sharing provision to provide additional revenue to the Agency in the case of particularly robust material sales years.

In effect, revenue sharing was proposed to only occur above a set threshold, with the Agency share of that threshold amount to be converted to reduced up-front costs paid to SCC for processing. This put financial predictions on a firmer footing, as tonnage levels were predictable much more accurately than sales revenue. The new contract contained both lower per ton processing rates and set a threshold for revenue sharing, which was set at \$367,547. Thus, Section 4.2.3 of the Agreement stipulates that SCC and the SCWMA share in the revenue generated by the sale of finished products once a minimum level of revenues is reached. Staff's intent when negotiating this Agreement was to minimize the amount of revenue shared in order to reduce the ongoing operating costs paid by the SCWMA to SCC. This is evidenced by the relatively low amounts listed in the Agency's annual budgets for FY 13-14 (\$15,000) and 14-15 (\$15,000) compared to amounts when the previous agreement was in effect (\$130,000 in FY 11-12 and \$120,000 in FY 12-13). Per-ton processing costs by comparison dropped about \$2 in the new contract for operating cost savings to balance the drop in revenue sharing.

At the first interval under the new contract where revenue sharing was tabulated, it became apparent to both Agency staff and SCC that a numerical error was contained in the new contract which had been missed by all parties. The threshold number was too small by a factor of two and should have been \$735,547. The error was the failure to multiply by two because the revenue was split equally between SCC and the Agency.

Through discussions with the North Coast Regional Water Control Board (NCRWQCB), it became apparent to Agency staff that a reduction of the compost site footprint would be necessary to gain plan acceptance by the NCRWQCB. Agency staff approached SCC staff with idea of purchasing a larger windrow turner to improve site efficiency, not as a measure to alleviate space constraints, but as a means to prevent material from having to be exported to other compost facilities at

greater cost; the windrow turner would improve site efficiency to keep the system whole.

At the July 16, 2014 Agency meeting, the Board approved of the First Amendment to the Agreement with SCC to purchase the windrow turner and increase site efficiency. However, because of the strong possibility Petaluma will send their green waste elsewhere coupled with a long machine delivery lead time, obtaining the windrow turner has been put in abeyance.

With the First Amendment not in effect, Agency and SCC staff believe the issue of revenue sharing payments need be resolved in a new First Amendment.

## II. DISCUSSION

The agreement with SCC went into effect on March 15, 2013, and the revenue sharing amount was set to be an annual payment instead of four quarterly payments. As described above, Agency and SCC staff are in agreement that Section 4.2.3 of the Agreement with SCC is incorrect, has been incorrect since the agreement inception, but was not discovered to be incorrect until May 2014 when Agency and SCC staff were discussing the amount of the revenue sharing payment that was to be made. The table below describes the revenue sharing from FY 2009/10 to FY 2013/14.

	Revenue Sharing			SCWMA
	Wood	Yard	Total	Payments to SCC
2009/10	\$ 102,637.51	\$ 208,332.64	\$ 310,970.15	\$ 2,539,256.41
2010/11	\$ 102,273.65	\$ 238,267.91	\$ 340,541.56	\$ 2,554,503.43
2011/12	\$ 110,682.70	\$ 288,355.04	\$ 399,037.74	\$ 2,633,936.25
2012/13 *	\$ 41,549.12	\$ 138,093.45	\$ 179,642.57	\$ 2,316,916.37
2013/14 **	\$ 92,048.00	\$ 252,092.00	\$ 344,140.00	\$ 2,396,862.66

\* Revenue from Biofuel sales dropped significantly, resulting in lower wood revenue sharing. 4th Quarter revenue sharing not realized until June 2014.

\*\* Totals do not include March 16-June 30, 2014 revenue sharing as that is not due until June 2015.

As can be seen from the table, revenue sharing in the prior agreement averaged around \$350,000 per year. The transition year from the prior agreement to the new agreement in FY 2012/13 had a few issues worth noting. First, the biofuel market decreased significantly, resulting in a drastic drop of revenue for wood waste. Secondly, as Agency staff did not expect a large sum due to the Agency from the revenue sharing with SCC and since the revenue sharing from March 14 to June 30, 2013 was not due until June 2014 (due to the change to an annual payment), Agency staff only allocated \$10,000 in accounts receivable for revenue sharing in FY 2012/13. The resulting revenue sharing allocated to FY 2012/13 is much lower than previous year. In FY 2013/14, when the issue with revenue sharing was discovered, the total revenue sharing due to the Agency was significantly higher than FY 2012/13.

Also worth noting from the table above is the amount paid to SCC by the Agency. In the previous agreement the annual amount paid to SCC was over \$2.5 million and as high as \$2.63 million, but with the implementation of the new agreement, the amount paid is less than \$2.4 million. This reduction of cost paid by the Agency was the intent of Agency staff and SCC, and is working as

expected. In essence, the intent of the agreement was to shift revenue sharing payments by SCC to the Agency into a reduced rate charge by SCC to the Agency. The Agency has realized the decreased cost, but as can be seen by the table above, the Agency is also receiving a higher revenue amount as well. Essentially, due to the error SCC is double paying the Agency, and that was not the Agency or SCC staff's intent with this agreement.

A point that SCC has made repeatedly with Agency staff is that the revenue sharing payment to the Agency is revenue from the sale of products. It is not profit that SCC shares with the Agency after it has paid all of its expenses; revenue sharing is not profit sharing.

SCC has requested for an amendment to the agreement be made retroactive to the beginning of the agreement, which would result in \$183,773.50 less due to the Agency, which SCC has not yet paid. It must be noted that SCC has paid the full amount of revenue sharing that would be due if the correct threshold number had been used.

### **III. FUNDING IMPACT**

The agreement with SCC is advantageous to the Agency in that the Agency has continued to receive a service essentially the same as with the prior agreement with SCC for a reduced cost and receipt of revenue from SCC similar to that received in the prior agreement. Increasing the amount of revenue kept by SCC before revenue sharing begins to \$735,547 from \$367,547 would decrease the amount of revenue paid to the Agency by \$183,773.50. This would not have an effect on the current fiscal year budget, as these revenues were not expected at the time the preparation of the FY 2014/15 Agency Budget. SCC has not paid the \$183,773.50 due from the previous fiscal year, so the Agency would not have to outlay any funds, should the Board decide to amend the agreement such that this amount was not owed by SCC from the beginning of the agreement.

### **IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends, at minimum, the agreement with SCC be amended to reflect that revenue not be shared between SCC and the Agency until SCC receives \$735,094 in revenue from the sale of finished products.

Staff is seeking direction from the Board regarding whether the amendment is retroactive to the beginning of the agreement regarding the revenue sharing payment from SCC.

Staff recommends the Board authorize the Chair to sign an amendment to the agreement with SCC, depending on the outcome of the Board deliberation on this issue.

### **V. ATTACHMENTS**

Agreement with Sonoma Compost Company

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

ORGANIC MATERIAL PROCESSING,  
COMPOSTING AND MARKETING SERVICES  
AGREEMENT BY AND BETWEEN  
THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
AND SONOMA COMPOST COMPANY

February 20, 2013

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Payment Matrix	Exhibit "C"
Marketing Plan – To be provided by respondent	Exhibit "D"



ORGANIC MATERIAL PROCESSING, COMPOSTING AND MARKETING SERVICES  
AGREEMENT BY AND BETWEEN THE SONOMA COUNTY WASTE MANAGEMENT AGENCY  
AND SONOMA COMPOST COMPANY

This Agreement is made and entered into this 20th day of February, 2013, by and between the SONOMA COUNTY WASTE MANAGEMENT AGENCY, a joint powers agency, and Sonoma Compost Company, a California General Partnership. Agency and Contractor are sometimes collectively referred to as the “parties” and singularly, a “party.” Unless otherwise stated, all terms shall have the meanings ascribed to them in Section 1 below.

R E C I T A L S

WHEREAS, Agency desires to continue its Yard Debris Composting and Wood Debris Diversion Program (the “Program”) for the handling and processing of segregated Yard Debris and Wood Debris diverted from the solid waste stream; and

WHEREAS, Contractor represents that it directly has the necessary experience and expertise to receive municipal Yard Debris and Wood Debris, process such materials into marketable products, and market the products; and

WHEREAS, Contractor is willing to operate and maintain a Yard Debris composting and Wood Debris diversion processing facility to receive, handle, and process Agency Yard Debris and Wood Debris for a fee and market the products therefore; and

WHEREAS, Agency and Contractor desire to fulfill part of Agency’s obligation to divert recyclable materials from landfill disposal by converting Agency’s Yard Debris and Wood Debris into valuable commodities thus enhancing the environment and preserving our natural resources; and

WHEREAS, an initial study and mitigated negative declaration have been prepared for the Program in accordance with the California Environmental Quality Act; and

WHEREAS, the County adopted the mitigated negative declaration on March 24, 1992 and a Notice of Determination was filed; and

WHEREAS, Agency and Contractor desire to enter into this Agreement whereby Contractor shall perform Yard Debris composting and Wood Debris diversion processing services related to Agency’s Yard Debris Composting and Wood Debris Diversion Program.

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

A G R E E M E N T

**1. DEFINITIONS**

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

“Aeration.” Aeration shall mean the process of exposing composting material to oxygen in the air.

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

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

“Central Disposal Site.” Central Disposal Site shall mean the landfill located on 500 Mecham Road, west of Cotati, which is operated by the County.

“Collector.” Collector shall mean the contractor or contractors who perform collection services for Yard Debris and Wood Debris pursuant to agreements with the Agency’s members.

“Compost.” Compost shall mean stable humus-like product of the composting process that results from having the organic components of the Yard Debris metabolized to a relatively stable intermediates (i.e., the material can be stored without producing a nuisance or can be applied to the soil and not inhibit vegetative development).

“Composting.” Composting shall mean the controlled biological decomposition of organic solid waste.

“Contaminants.” Contaminants shall mean any material not normally produced from gardens or landscapes including, without limitation, brick, rocks, gravel, large quantities of dirt, concrete, sod, and non-organic wastes (i.e., metal, glass or plastic). Contaminants shall not include any Hazardous Materials.

“Contract Year.” Contract Year shall mean the twelve (12) month period from the Start Date, in any calendar year of the term of the Agreement, to the Start Date anniversary in the next calendar year.

“Contractor.” Contractor shall mean Sonoma Compost Company.

“Contractor Improvements.” Contractor Improvements shall mean the improvements made to the Facility by Contractor which are more specifically depicted on Exhibit A attached hereto and incorporated herein.

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

“CPI.” CPI shall mean the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose based on the year 1982-1984 = 100 as published by the U.S. Department of Labor’s Bureau of Labor Statistics.

“Dimensional Lumber.” Dimensional lumber is one type of processed wood used for building, manufacturing, landscaping, and packaging.

“Effective Date.” Effective Date shall mean February 20, 2013.

“Facility.” Facility shall mean the Yard Debris composting and Wood Debris diversion processing facility located at the Central Disposal Site as more particularly depicted on Exhibit A attached hereto and incorporated herein.

“Finished Products.” Finished Products shall mean wood chips, mulch, compost, and other usable and/or marketable products produced from Yard Debris and Wood Debris.

“Finished Product Revenue.” Finished Product Revenue shall mean the sum of the revenue from Wood Debris Products and Yard Debris Products.

"Food Scraps" means any material that was acquired for animal or human consumption, is separated from the municipal solid waste stream, and that does not meet the definition of "agricultural material." Food material may include material from food facilities as defined in Health and Safety Code section 113785, grocery stores, institutional cafeterias (such as, prisons, schools and hospitals) or residential food scrap collection.

“Hazardous Materials.” Hazardous Materials shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state, local or administrative agency ordinance or law or any material that because of its quantity, concentration, or physical or chemical characteristics, poses a significant, present or potential hazard to human health or safety or to the environment if release into the environment, or any regulation, order, rule or requirement adopted thereunder, as well as any formaldehyde, polychlorinated biphenyl, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids liquefied natural gas or synthetic gas usable for fuel or mixture thereof, radon, asbestos, pressure treated wood and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. section 3011, et seq.

“LEA.” LEA shall mean the Local Enforcement Agent representing and certified by the California Department of Resource Recycling and Recovery to enforce state solid waste facility regulations.

“Marketing Plan.” Marketing Plan shall mean the marketing plan submitted by Contractor and approved by Agency in accordance with Article 8 below.

“New Compost Site.” Alternate site from “Facility” that will be established by the Agency to replace “Facility” at a future date.

“Other Haulers.” Other Haulers shall mean individuals or entities, other than Collectors, who deliver Yard Debris and/or Wood Debris to the Central Disposal Site.

“Operating Days.” Operating Days shall mean all days of the year except New Years Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving and Christmas Day.

“Operating Equipment.” Operating Equipment shall mean the equipment supplied by the Contractor and located at the Facility which is more specifically described in Exhibit B attached hereto and incorporated herein.

“Operating Term.” Operating Term shall mean the period of time from the Start Date to September 1, 2016

“Permit.” CalRecycle Solid Waste Information System permit number 49-AA-0260.

“Post-Operating Term.” Post Operating Term shall mean the period of time from September 1, 2016 to February 1, 2017.

“Pre-Operating Term.” Pre-Operating Term shall mean the period of time between the Effective Date and the Start Date.

“Prepared Yard Debris.” Prepared Yard Debris shall mean green plant debris including grass clippings, leaves, prunings, weeds, branches, brush, portions of wood and other forms of organic waste generated from landscapes and gardens. Prepared Yard Debris shall be processed through a grinder to reduce the delivered yard debris to particles and then shall be passed through a screen to remove foreign material (non-organic) contaminants and producing an average particle size mutually agreeable for use by the City of Santa Rosa as a bulking agent for composting the biosolids remaining after treatment of sewage.

“Program.” Program shall mean the Agency’s Yard Debris Composting and Wood Debris Diversion program for diverting material from the solid waste stream by receiving and processing Yard Debris and Wood Debris into Finished Products.

“RWQCB.” RWQCB shall mean the North Coast Regional Water Quality Control Board.

“Reuse Service.” Reuse service is the recovery of a material, such as dimensional lumber and pallets, for sale for uses similar or identical to its originally intended application.

“Specialty Products.” Specialty Products are new products which entail labor or mechanical processing in excess of that entailed in the manufacture of Finished Products or which involve distinct types of additives or amendments not used in Finished Products described in the Marketing Plan.

“Start Date.” Start Date shall mean March 16, 2013.

“TPD.” TPD shall mean tons per day.

“Test Products.” Test Products are products undergoing a market test prior to inclusion in the marketing plan as Specialty Products.

“Vegetative Food Scraps.” Vegetative Food Scraps shall mean Food Scraps that do not contain any meat or dairy products.

“Windrow.” Windrow shall mean an elongated pile of Composting material.

“Wood Debris.” Wood Debris shall mean dimensional lumber, pallets, shipping dunnage, and similar discarded wood materials.

“Wood Debris Products.” Wood Debris Products shall mean products made from the woody fractions of Yard Debris or Wood Debris which have been mechanically reduced in size and screened for use as various finished bedding, mulch, soil amendments, decorative uses or as fuel to generate electricity.

“Yard Debris.” Yard Debris shall mean green plant debris including grass clippings, leaves, prunings, weeds, branches, brush, tree portions and other forms of organic waste generated from landscapes and gardens. Yard debris may include vegetative food materials up to tonnage/percentage limits set forth in the Permit.

“Yard Debris Products.” Yard Debris Products shall mean Yard Debris that has been processed to generate compost, mulch, or soil amendment.

## **2. SCOPE OF SERVICES**

### **2.1 Receiving, Weighing and Handling.**

**2.1.1 Accounting for Materials Delivered.** All materials delivered by Collectors and Other Haulers for processing by Contractor shall be accounted for by the Agency at the Central Disposal Site. Such material will be categorized by the Agency into one of the following two categories: (1) Wood Debris; or (2) Yard Debris. The Agency will also account for the jurisdictional source for all material delivered to the Central Disposal Site. Wood Debris and Yard Debris will be measured by weight or volume at the Central Disposal Site gate and will be delivered by Collectors and Other Haulers to the Contractor’s receiving area. The load volumes will be converted to tons using mutually agreed upon conversion factors. The conversion factors shall be tested with a frequency and methodology mutually agreed upon by the parties. Should additional material types be permitted for composting in the future, these material types will be categorized appropriately for accounting purposes (e.g. Food Scraps).

**2.1.2 Acceptance of Materials.** Contractor shall accept all materials delivered to the Facility and shall process such materials into Yard Debris Products or Wood Debris Products. With Agency approval, additional materials such as Food Scraps, or other organics feedstock acceptable for composting, may be accepted at the Facility. In the event that Contractor is unable to receive and process acceptable material, Contractor shall be responsible for the cost of removal, transport, disposal and any other costs incurred by the Agency to divert acceptable organic material to other locations as designated by the Agency Representative, provided, however, that Contractor shall not be responsible where Contractor’s inability to receive and process such material is: (i) not caused by either the acts or omissions of Contractor, its employees or agents, or (ii) caused by events beyond Contractor’s reasonable control.

**2.1.3 Determination of Acceptability of Materials.** In the event Contractor believes delivered material is unacceptable for processing due to the presence of Contaminants, Contractor shall first attempt to reach agreement with the individual Collector or Other Hauler who delivered such materials to the Facility. Should Contractor be unable to reach agreement with the particular Collector or Other Hauler responsible for delivering the Contaminants, Contractor shall set the disputed materials in an area adjacent to the processing area so that the Agency Representative can inspect the materials. The Agency Representative shall have forty-eight (48) hours to inspect such materials from the time the Agency Representative receives notice of the disputed materials. Agency Representative shall determine, in his or her sole discretion, the fractions of Wood Debris, Yard Debris and Contaminants. Once the Agency Representative has made such a written determination, Contractor shall be responsible for the appropriate disposition of the delivered material in a timely manner. Contractor reserves the right to reject Contaminated loads from entry onto the processing area of the Facility.

**2.2 Disposal of Contaminants.** Contractor, at Contractor’s sole cost and expense, shall

properly dispose of all Contaminants which remain after processing of Yard Debris and Wood Debris; provided, however, that Contractor shall be allowed to dispose of Contaminants at the Central Disposal Site at no cost to Contractor. Contaminants shall not exceed that allowed by the Permit or as allowed by the LEA. Where Contaminants are disposed of at a disposal site other than the Central Disposal Site, Contractor shall dispose of such materials at its own cost and shall insure that the hauling operation for Contaminants is at all times performed in compliance with all federal, state and local permit requirements, laws and regulations.

**2.4 Time of Operation.** Contractor shall accept delivery of Yard Debris and Wood Debris on Operating Days during the hours that the Central Landfill Site is open to the public. Contractor may process Yard Debris and Wood Debris on Operating Days in accordance with the times listed in the Permit.

**2.5 Employee Training.** Contractor shall train processing crews and office staff regarding the requirements of this Agreement before commencing operations. Contractor shall regularly conduct safety training of all employees, particularly those involved in equipment operation. Contractor shall conduct an education program which will train Contractor's employees in the identification of Hazardous Materials. Contractor shall maintain written records of such training.

**2.6 Standard of Care; Compliance with Laws.** Agency has relied upon the special expertise and experience of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, including without limitation, health and safety requirements, labor requirements, and requirements (including permit conditions) of the California Regional Water Quality Control Board, the Bar Area Air Quality Management District, the California Department of Resources Recycling and Recovery, the LEA, and the County, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release. It is expressly understood and acknowledged by Contractor, that subject to Section 4.2.2, Contractor shall be fully responsible for all environmental compliance related to the Facility or composting operations.

**2.7 Prevailing Wages.** Contractor shall pay to persons performing labor for "public works", as such term is defined in Section 1720(a) of the Labor Code, an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma County Department of Transportation and Public Works office and will be made available to any person upon request.

Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on such "public works" provided for in the Agreement, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code

Section 1775(b)(1), Contractor shall provide to each subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815.

### 3. TERM OF AGREEMENT

**3.1 Term.** The term of this Agreement shall commence on the Effective Date and terminate on February 1, 2017, unless terminated earlier in accordance with the provisions of Section 3.2 below.

**3.2 Termination by Agency.** Agency may terminate or modify this Agreement: (a) for an Event of Default in accordance with the procedures set forth in Article 15; (b) in the event a third party regulator orders a shutdown of sixty (60) days or more of the Facility, (c) with at least twelve (12) months advanced written notice in the event the current site is required to be vacated, or (d) with at least twelve (12) months advanced written notice in the event a new site is to be developed. If termination occurs under 3.2.(c) above, Contractor and Agency shall negotiate in good faith to secure a financial settlement, not to exceed \$300,000.00 during the term of the contract, to reimburse Contractor for unamortized capital expenses incurred by Contractor for the remaining contract period through September 1, 2016.

### 4. COMPENSATION FOR SERVICES

**4.1 Compensation.** Contractor shall be paid for its services in accordance with the payment matrix which is attached hereto as Exhibit C (hereinafter referred to as the "Payment Matrix"). The applicable rate to use from the Payment Matrix to determine the amount of compensation depends upon the amount of materials received at the Facility each month. Agency shall pay Contractor within twenty five (25) days of receiving an invoice from Contractor in accordance with Section 10.2 below.

**4.1.1 Compensation for Yard Debris.** Compensation for Yard Debris depends upon the use of the Yard Debris Products and the amount processed. Agency shall compensate Contractor for Yard Debris on actual tonnage times the rate identified for the use of the Yard Debris Products.

**4.1.2 Compensation for Wood Debris.** Compensation for Wood Debris depends upon the use of the Wood Debris Products and the amount processed. Agency shall compensate Contractor for Wood Debris on actual tonnage times the rate identified for the use of the Wood Debris Products.

**4.2 Adjustments in Compensation.**

**4.2.1 Unforeseen Events Concerning Environmental Regulations.** In the event that requirements imposed on the Facility by state or local agencies, that are the result of new or revised regulations or requirements proposed and enacted after the Start Date of this Agreement, cause Contractor to have to expend more than Fifty Thousand Dollars (\$50,000) per calendar year during the Operating Term, the excess over Fifty Thousand Dollars (\$50,000) shall be considered pass through costs to the Agency; provided, however, that Agency shall have the right to renegotiate the terms of the Agreement if the new or revised regulations or requirements: (a) require the parties to

expend more than One Million Dollars (\$1,000,000) during the first three (3) years of the Operating Term; or (b) are imposed during the final two (2) years of the Agreement, and the estimated amount of the pass through costs to the Agency will create significant impacts to the viability of the organics diversion program (i.e., proposed pass through costs result in a Ten and No/100 Dollar (\$10.00) or greater increase in the tipping fee). Contractor shall have the burden of proving to the Agency, the amount of expense incurred as a result of such new or revised regulation.

**4.2.2 Annual Adjustments.** The rates specified in the Payment Matrix shall be adjusted every twelve (12) months on the first anniversary of the Start Date. The adjustment shall be calculated by increasing the rates set forth in the Payment Matrix by the CPI; provided, however, that in no event shall adjustments in rates exceed three percent (3%) in any twelve (12) month period. In the event that the parties cannot agree on the amount of adjustment under this Section 4.2.2, the dispute shall be resolved in accordance with Section 17 of this Agreement.

**4.2.3 Revenue from Finished Products.**

(1) Yard Debris and Wood Debris Products. Finished Product Revenue shall be accounted for and allocated between Wood Debris and Yard Debris materials in accordance with the approved Marketing Plan. Contractor and Agency shall equally share any revenue generated from the sale of finished products where gross revenue exceeds \$367,547 during the period of April 1 to March 31. The annual revenue sharing payment (if any) shall be made by Sonoma Compost Company no later than June 1 of each year this agreement is effective.

(2) Specialty Products. Specialty Products will be described in the Marketing Plan submitted by the Contractor annually or more frequently for approval by the Agency. Specialty Products are new products which entail labor or mechanical processing in excess of that entailed in the manufacture of Finished Products or which involve distinct types of additives or amendments not used in Finished Products described in the Marketing Plan. Revenue allocation for Specialty Products will be identified for each individual Specialty Product in the Marketing Plan.

(3) Test Products. Prior to including a product in the Marketing Plan as a Specialty Product, the Contractor will have the opportunity to market test products for viability. The Agency Director will be notified of market testing prior to release of Test Products and commencement of market test. Contractor may conduct a market testing for a maximum of four months with no revenue sharing obligation. Upon completion of successful test marketing of a product, Contractor and Agency Director will negotiate the revenue sharing formula. Payment of the Agency's share of revenue shall begin at the earliest of either: (1) four months after testing begins or (2) notification of the Agency by the Contractor that the product will be included in the next Marketing Plan. Contractor shall include the successful Test Product in the next Marketing Plan submitted to Agency for approval, in the sections pertaining to product description and allocation of revenue.

**4.3 Determination of Compensation.** Wood Debris and Yard Debris delivered for processing will be measured by the County at the Central Disposal Site gate. Material delivered by Collectors or Other Haulers identified as material gathered in a residential yard debris collection program will be weighed and accounted for as Yard Debris, with appropriate compensation to Contractor. Material delivered by Collectors or Other Haulers identified at the gate as Wood Debris will be weighed and accounted for as Wood Debris, with appropriate compensation to Contractor.

**4.4 Agency Product Distribution.** Contractor shall make available to the Agency ten percent (10%) of the Finished Products, as set forth in the Marketing Plan, for Agency use. Distribution shall be among Agency members at the Facility as agreed upon by a majority vote of the



Agency. Finished Products allocated to Agency in accordance with this Section and not claimed within forty-five (45) days of notice by Contractor of its availability, shall be marketed by Contractor in the same manner as set forth in the Marketing Plan. In the event unclaimed materials are marketed by Contractor, Contractor shall account for revenue generated from such materials by allocating such revenue to the 50/50 revenue share with the Agency.

**4.5 Taxes.** Contractor shall be fully responsible for and agrees to pay for any and all lawful taxes, general and special assessments, and other charges of every description. Contractor shall make all such payments directly to the assessing authority, before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Contractor may, at Contractor's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency. It is expressly understood by the parties that Contractor shall be responsible for those taxes directly related to Contractor's operations and the revenue generated on Contractor's behalf. In no event shall Contractor be responsible for taxes directly related to County Improvements.

**4.6 Liability for Compensation.** Contractor hereby acknowledges that pursuant to Section 18 of Article 16 of the California Constitution, there are certain limits on the Members of the Agency incurring liability under this Agreement. Therefore, notwithstanding anything stated to the contrary herein, Contractor hereby understands, acknowledges and agrees to look solely to the special funds of the Agency which are generated from the collection of tipping fees for Agency programs. In no event shall Agency's obligation to pay Contractor hereunder extend beyond the tipping fees collected by the Agency. It is the intent of the parties that the aforesaid limitation shall not apply to liability that arises from: (a) activities outside the scope of this Agreement; or (b) a breach of this Agreement by Agency that is unrelated to Agency's obligation to compensate Contractor. Agency covenants to take such action as may be necessary to include all monetary obligations due hereunder in its annual budget and annually appropriate an amount necessary to make such compensation payments. In addition, Agency shall have the right to cancel and terminate this Agreement at the end of any fiscal year of the Agency if the Agency is not authorized by state or federal law or regulation to appropriate moneys sufficient to pay the compensation required under this Agreement, provided however, that the parties have a reasonable belief that such future funding will not be forthcoming in the first half of the next fiscal year. The Agency may effect such termination by giving Contractor sixty (60) days prior written notice of termination unless the giving of such advance notice is impractical under the circumstances.

**4.7 Financial Offset for Transportation Costs.** Contractor shall reimburse the Agency Ten Thousand and No/100 Dollars (\$10,000.00) each fiscal year to help offset the cost of transporting yard debris and wood waste from the County transfer stations to the Program at the Central Disposal Site. Contractor shall make bi-annual payments beginning sixty (60) days after the effective date of this Agreement.

## **5. PROCESSING FACILITY**

**5.1 Facility Design.** It is understood that Agency and Contractor have collaborated on the design of the Facility and are hereby satisfied that it will perform as required, subject to the provisions of Section 5.4 below.

**5.1.1 Existing Facility.** Contractor hereby represents and warrants to Agency that it has reviewed the design of the Facility and is satisfied that, it will perform as required and

accommodate an average monthly throughput capacity of 300 tons per day and a peak throughput capacity of 623 tons per day.

## 5.2 Facility Improvements.

**5.2.1 Minimum Requirements.** Contractor shall not make any changes to the Facility that would impair any of the following design parameters:

(a) Throughput Capacity. The Facility shall have a throughput capacity of at least three hundred (300) tons per day (TPD) of total material during each Operating Day. The Facility design must incorporate allowances for scheduled maintenance and repair throughout the year. Facility design shall allow for a peak throughput capacity of six hundred twenty three (623) TPD.

(b) Delivery Area. The tipping area for organic materials delivered by Collectors shall be designed to accommodate any common waste hauling vehicle (packer trucks, roll-offs, etc.) excluding tractor-trailers requiring delivery site hydraulic tippers. The Facility layout shall provide space separate from the primary tipping area where Collector vehicles and Other Hauler vehicles can safely deposit Wood Debris and Yard Debris.

(c) On-site Storage. The Facility shall include adequate storage and transfer equipment for all products generated as a result of the Composting process. The Facility shall have adequate site storage capacity to accept and store unprocessed organic material in the event of processing equipment failure and during routine equipment maintenance. The Facility receiving area will also have a designated site to temporarily store reusable lumber. The Facility shall provide load-out points for Finished Products and Contaminants. Contractor shall maintain the Finished Products storage areas. The storage areas shall be capable of accommodating, subject to the physical constraints of the size of the processing area provided to Contractor, a minimum of: (a) one month of Yard Debris Products at a delivery rate of 288 TPD; and (b) one month of Wood Debris Products at a delivery rate of 12 TPD. The Facility shall incorporate designated storage facilities and receiving areas, including associated processing equipment for nutrient source materials, if deemed necessary by the Contractor. The cost of such nutrient source storage and pumping/handling equipment shall be included in the Payment Matrix.

(d) Minimization of Odors. The Facility shall be designed to minimize odors, especially the migration of odors off-site to adjacent property. It is specifically acknowledged by the Agency, that by their nature, even well designed and operated aerobic composting facilities may occasionally generate odors, perceived by some to be offensive. The Contractor shall not be considered in default if offensive odors are generated occasionally, provided the Facility is operated according to the provisions of the Agreement and the requirements of applicable permits and regulations. In the event that offensive odors are generated occasionally which result in complaints and Contractor is operating the Facility in accordance with this Agreement and applicable permits and regulations, Contractor shall assist Agency in resolving such complaints.

(e) Fire Control Program. The design of the Facility shall be such that a fire control program can be implemented. The fire control program shall be implemented in accordance with requirements of the appropriate local fire agency, insurance underwriters requirements and all local rules.

(f) Product Test Area. The Facility shall include one or more product test plot areas where growth tests and soil improvement tests can be conducted.

(g) Engineering Standards. The Facility, including, without limitation, the Operating Equipment, shall be designed and constructed to comply with all applicable industrial codes and all applicable code requirements of the American Society of Mechanical Engineers and other technical societies, either as stated or as is standard in industry practice.

**5.3 Facility Operation.** Contractor shall operate the Facility in accordance with the following minimum standards.

**5.3.1 Processing.** Contractor shall provide sufficient equipment for the efficient receipt, handling, and loading of Wood Debris, Yard Debris, reusable lumber, recyclable materials, and Contaminants. Contractor shall operate the Facility and provide equipment redundancy and replacement as necessary to ensure a smooth, continuous operation.

**5.3.2 Housekeeping; Storage.** Contractor shall conduct daily inspections of the Facility for litter, and as needed, Contractor shall clean up the litter at the Facility. To minimize internal and external dust, Contractor shall apply water to the Facility area to control dust. Contractor shall also supply systems for safety and public health protection, including without limitation, a fire control program and provision for vector control. The Compost shall be maintained in an aerobic condition to avoid odors produced by anaerobic conditions. Contractor shall ensure that all materials are only stored as specified in this Agreement and Permit. Unprocessed Yard Debris or Wood Debris shall be stored on-site in accordance with the Permit. Storage is only acceptable to the extent that satisfactory odor, vector, dust, and fire control measures are employed to eliminate nuisance, health, and safety problems. In the event Contractor fails to store materials in an acceptable manner as set forth in this Agreement, Contractor shall defend and indemnify Agency and County from all liability and expense resulting from such failure, including, without limitation, nuisance claims by neighboring land owners.

**5.3.3 Health and Safety.** Contractor shall operate the Facility so as to minimize potential health and safety problems for Contractor and County employees at the Central Disposal Site, users of the Center Disposal Site and neighboring properties. Contractor shall operate and maintain the Facility in a neat and orderly manner and shall police daily, or more frequently if necessary, to prevent litter from blowing off the grounds of the Facility.

**5.3.4 Testing.** Contractor shall be equipped with the necessary testing instruments and shall submit samples of finished product to a state certified laboratory in order to monitor the composting process as required by this agreement as well as applicable state requirements.

**5.3.6 Educational Opportunities.** The Facility shall be operated in a manner that will provide public education opportunities and other appropriate activities as described in the Operating Plan and as mutually agreed upon by the parties.

**5.3.7 Environmental Requirements.** Contractor shall ensure that operation of the Facility will be in compliance with all permit conditions issued for the Program, including without limitation, permits issued by the California Department of Resources Recycling and Recovery, the RWQCB, the Bay Area Air Quality Management District, the LEA, and the County. Contractor shall be responsible for handling any and all inquiries and requests from the various regulatory agencies, including but without limitation, the California Department of Resources Recycling and Recovery, the RWQCB, the Bay Area Air Quality Management District, the LEA, and the County. Notwithstanding anything stated to the contrary herein, a County representative shall be present at any scheduled

Facility inspections by the RWQCB.

#### **5.4 Facility Maintenance.**

**5.4.1 Maintenance Obligations of Contractor.** Contractor shall be responsible for maintaining and repairing the Facility, including the working surface on a daily basis. Contractor shall be responsible for repair costs of up to twenty-five thousand dollars (\$25,000) per calendar year. Repairs in excess of twenty-five thousand dollars (\$25,000) shall be reimbursed to Contractor by Agency. Such obligation shall include maintenance and repair to the Facility that is made necessary as a result of damage caused by third parties, except as specifically excluded in this Section 5.4.

**5.4.2 Maintenance of Working Surface.** The parties hereby understand and acknowledge that the working surface for the Facility has been placed on a landfill and as a result may be prone to maintenance problems resulting from settlement and subsidence that is typically associated with landfills. Contractor shall be responsible for maintaining and repairing the working surface, including damage caused by landfill settling. Contractor shall be responsible for prevention of ponding on any area within the Facility. Contractor shall be responsible for repairing problems with the working surface that are directly related to the structural integrity or performance of the working surface.

**5.4.3 Maintenance of Perimeter Road.** Contractor shall be responsible for maintaining, repairing and replacing all roads within the Facility, except damage directly caused by County employees or contractors. Contractor shall notify County in writing, within forty-eight (48) hours of any damage cause by County employees or its contractors.

**5.4.4 Storm Water Management.** Contractor shall be responsible for maintaining and repairing all culverts, ditches, pipes and ponds within the Facility. Contractor shall not be responsible for providing repairs to the existing two sedimentation ponds due to catastrophic failure or structural flaws (e.g., failure to perform as intended). Maintenance of the ponds shall include regular removal of sediments in order to: (a) comply with regulatory requirements; and (b) ensure the ponds perform as designed. Contractor shall perform daily inspections of the drainage system during the winter season (e.g., October to May) to confirm that the system if functioning properly (e.g., ditches are clean). Contractor shall perform thorough ditch cleaning prior to October 15 of every year.

**5.4.5 Utilities.** Contractor shall be responsible for electricity and water use costs and maintaining, repairing and replacing all utilities within the Facility, except damage directly caused by County employees or contractors. Contractor shall notify County in writing, within forty-eight (48) hours of any damage caused by County employees or its contractors.

## **6. FINISHED PRODUCT STANDARDS**

**6.1 Production of Finished Products.** Contractor shall produce marketable Finished Products on a continuous basis and in such a manner that a market for the total amount of Finished Products from the Yard Debris and Wood Debris received for processing at the Facility can be developed. The marketing and distribution of Finished Products, with the exception of the ten percent (10%) provided to Agency, shall be the sole responsibility of the Contractor and shall be in accordance with the approved Marketing Plan.

**6.2 Process Testing.** The Facility shall be equipped with the necessary analytical

instruments and equipment to carry out the following, ongoing, routine composting process tests: (a) measuring moisture content; (b) temperature readings; and (c) other tests, mutually agreed upon the parties, to optimize the marketability of the Finished Products. Finished compost product testing and analysis shall include moisture content, organic and inorganic contaminants analysis, maturity/stabilization testing, macro- and micro-nutrient analyses, and microbiological tests which shall be performed by a qualified, independent laboratory. Agency reserves the right to observe sample collections and to collect samples of Finished Product for its own use.

**6.3 Finished Product Standard.** The finished compost product shall maintain physical and chemical specifications such as to: (a) achieve the results required under the Marketing Plan; and (b) comply with all applicable laws, ordinances, regulations, and permit conditions.

## **7. CONTAMINANTS**

**7.1 Separation of Contaminants.** Contractor shall visually inspect each load of materials for Contaminants as the load is delivered to Contractor's processing area and shall proceed in strict accordance with this Agreement.

**7.2 Hazardous Materials.** If Hazardous Materials are contained in any of the materials that are accepted at the Facility, Contractor shall remove all identified Hazardous Materials. Where Contractor can identify the individual or entity responsible for bringing the Hazardous Materials to the Facility, Contractor shall request the customer deliver Hazardous Materials to an approved hazardous waste treatment, storage and disposal facility. In the event Contractor and Agency are unsuccessful in getting the individual or entity responsible for delivering the Hazardous Materials to retrieve such materials and properly dispose of the same, Contractor shall be responsible for properly disposing of the Hazardous Materials and the portions of Yard Debris and/or Wood Debris that are contaminated, at Contractor's sole cost and expense, at an approved hazardous waste treatment, storage and disposal facility. In the event Contractor fails to use reasonable diligence in identifying and/or disposing of Hazardous Materials, Contractor shall defend and indemnify Agency and County from all liability and expense resulting from such failure

## **8. MARKETING PLAN**

**8.1 Approval of Marketing Plan.** Contractor shall submit a detailed Marketing Plan to Agency for its review and approval at least one hundred twenty (120) days prior to the Start Date. The detailed Marketing Plan shall include: (a) definition of products to be sold; (b) allocation by percentage weight of products produced from Wood Debris and Yard Debris; (c) records to be generated on product sale revenue and distribution; and (d) allocation of revenue to Contractor and Agency. The approved Marketing Plan shall be revised by Contractor on an annual basis and submitted to the Agency no later than sixty (60) days prior to the commencement of the next Contract Year for its review and approval.

**8.2 Deviations from Approved Marketing Plan.** In the event Contractor deems it necessary to deviate from the approved Marketing Plan, in a manner resulting in a material change affecting revenue to the Agency or the diversion rate resulting from this Program under AB 939, Contractor shall first obtain Agency's prior written consent by submitting documentation to the Agency, at least fourteen (14) calendar days prior to a regular scheduled Agency meeting, which sets forth Contractor's justification for the need to deviate from the approved Marketing Plan. Agency shall consider such request and shall have the absolute discretion to determine, by majority

vote, whether to allow Contractor to deviate from the approved Marketing Plan.

## **9. ACCOUNTING AND RECORDS**

**9.1 Maintenance and Audit of Records.** Contractor shall maintain, in its principal office in Sonoma County, full and complete accounting records, prepared in accordance with generally accepted accounting principles, separately reflecting Contractor's revenue and inventory from the receipt of Yard Debris and Wood Debris at the Facility. Contractor shall maintain its accounting records in a manner which clearly and separately identifies the revenues and inventory and separately identifies the tonnage of both Yard Debris and Wood Debris. Such records shall include, without limitation, shipping documents, receiving and delivery logs, invoices, and other documents for revenues and inventory. Such books and records shall be subject to audit and inspection by Agency and its authorized representatives, agents or employees, at any reasonable time as determined by Agency, at Contractor's principal office, for the primary purpose of reviewing operations, verifying tonnages disposed and processed, and substantiating payments made to Contractor by Agency. In the event such audit or inspection reveals that Contractor does not maintain adequate and separate records in accordance with the terms of the Agreement, Agency shall notify Contractor in writing of any alleged deficiencies in the accounting. Contractor shall have fifteen (15) calendar days to correct said deficiencies. If Contractor fails to correct said deficiencies to Agency's reasonable satisfaction, then Agency or its authorized representative, may create such adequate and separate records and Contractor shall reimburse Agency for the costs of such services. All records of Contractor that are not needed to verify compliance with this Agreement and to audit figures used in formula determinations shall be considered confidential and the private property of Contractor. Contractor shall have a reciprocal right to audit County gate records and any other information that directly relate to performance under this Agreement and/or formula determinations.

**9.2 Over-Payments to Contractor.** In the event that an audit or inspection reveals that the amount of compensation paid to Contractor by Agency is greater than the amount actually due to Contractor under the terms of this Agreement, Contractor shall remit such excess compensation to Agency, including interest from the date of over payment at the rate of five percent (5%) per year, within thirty (30) days of invoice by Agency of such excess. If such reimbursement is not made by Contractor within the specified time period, Agency may deduct the monies due to Agency from Contractor's next monthly payment.

**9.3 Under-Payments to Contractor.** In the event an audit or inspection reveals an error on the part of Agency, such that the amount of compensation paid to Contractor by Agency is less than the amount actually due to Contractor under the terms of this Agreement, Agency shall remit to Contractor such compensation due, including interest from the date of under-payment at the rate of five percent (5%) per year, within thirty (30) days of invoice by Contractor of such under-payment. Interest shall not be due to Contractor if under-payment is due to an incorrect invoice submitted by Contractor or dispute over compensation adjustments.

**9.4 Inspection of Accounts and Records.** Contractor's accounting records as described above, shall be available at Contractor's principal office in Sonoma County at any time during regular office hours for inspection and/or audit by Agency or its authorized representatives, for a period of three (3) years following the termination of this Agreement.

## **10. REPORTS**

**10.1 Daily Reports.** Contractor shall have available for inspection by Agency Representative at the Facility daily logs that are used to support the information contained in all reports.

**10.2 Monthly Reports and invoicing.** The County will provide a monthly tonnage report, on a monthly basis, which shall include information on the following categories of materials: total tons of Yard Debris delivered to the Agency and the Contractor that includes a log of loads of Yard and Wood Debris delivered to the Central Compost site. This tonnage report shall be distributed within 15 days of the end of the month. The Contractor shall submit an invoice to the Agency Representative within 7 days of receiving the tonnage report from the County. The Agency Representative will review Contractor's monthly report and invoice, and notify Contractor of any deficiencies in writing within fifteen (15) working days of receipt of the report. Contractor shall have fifteen (15) working days from Contractor's receipt of notice of deficiencies to correct such deficiencies and resubmit the information to the Agency. Once the Agency Representative has approved the invoice the Agency will submit and pay the agreed upon amount within 15 days Following Agency review of the invoice and after payment of the invoice by the Agency.

Contractor shall submit the monthly report including the following:

- (a) A summary of tonnages for each material received per day;
- (b) Explanation of any changes from the operating plan including the type and amount of processing required by Finished Products. The Composting process report shall also include a brief discussion of operations including moisture addition, additives, amendments, temperature measurements and fluctuations, and type and frequency of aeration;
- (c) A description of any highlights or anomalies associated with this data, including, weather, operations, equipment shutdowns, Yard Debris and Wood Debris material delivered and processed;
- (d) Results of testing programs to include the date and the locations of samples taken, moisture content;
- (e) A summary of the sale and distribution of Finished Products organized by the types of materials sold. Although destination records shall be deemed confidential and shall remain in Contractor's possession, Agency shall have the right to review and inspect such records for purposes of verifying compensation records or other auditing functions;
- (f) Quantities (in tons) of Contaminants landfilled, recovered or recycled;
- (g) Record of complaints regarding environmental concerns and Contractor's steps taken to research and resolve complaint;
- (h) Record of other problems associated with the Facility and associated operations and considerations and accounts of what is being done to resolve the problem;
- (i) Tonnage, volume and composition of Finished Products produced by type;
- (j) Volumes of Finished Products due to Agency delivered to Agency by type.

Contractor shall submit all reports to the Local Enforcement Agency, as required by the Permit.

Contractor shall submit monthly invoices. The invoices shall include at a minimum the following:

- (a) Tonnage information provided by Agency in Agency's monthly tonnage report;
- (b) Processing fees derived from the Payment Matrix and associated with the respective materials;
- (c) Total due to Contractor.

**10.3 Annual Reports.** Contractor shall submit annual reports to the Agency Representative within sixty (60) calendar days of the end of each Contract Year. The Agency Representative will review Contractor's annual report and notify Contractor of any deficiencies in writing within thirty (30) working days of receipt of the report. Contractor shall have thirty (30) working days from receipt of notice of deficiencies to correct such deficiencies and resubmit the report to the Agency. The annual report shall include, at a minimum, the following:

- (a) A summary of the information contained in the monthly reports and total weight and volume of material processed;
- (b) A discussion of the Program, along with measures taken to resolve problems, increase efficiency and increase quality of Finished Products; and
- (c) A discussion of the markets for Finished Products and the types of marketing approaches used.

**10.4 Final Report.** Within sixty (60) calendar days of the end of the term of this Agreement, or within sixty (60) calendar days of the earlier termination of this Agreement, Contractor shall submit to Agency Representative a final report. Agency Representative will review Contractor's final report and notify Contractor of any deficiencies in writing within thirty (30) working days of receipt of the report. Contractor shall have thirty (30) working days from the receipt of notice of deficiencies to correct such deficiencies and resubmit the report to the Agency. The final report shall include at a minimum the following:

- (a) A summary of all the preceding year's data and annual reports; and
- (b) A discussion of the Program, including highlights, problems, and problem resolution.

**10.5 Reports Required by Law.** Contractor shall assist Agency in the preparation of all reports that are required under applicable law concerning the Program.

## **11. CONTRACTOR REPRESENTATIONS**

In order to induce Agency to enter into this Agreement, Contractor represents and warrants, as of the Effective Date, to Agency that the following statements are true, correct and complete:



**11.1 Organization and Good Standing.** Contractor is a duly formed general partnership and that Contractor is in good standing under the laws of the State of California, and that Contractor has all requisite power and authority to carry on the business of the Contractor, to enter into the Agreement and to consummate the transactions hereby contemplated.

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

**11.3 Litigation.** There are no actions, suits or proceedings pending or threatened against or affecting Contractor in any court of law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality that might adversely affect the ability of any such person or entity to perform its respective obligations under the Agreement. In addition, Contractor represents and warrants there are no actions, suits, or proceedings pending or threatened against the Facility or operations thereof.

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

## **12. INSURANCE; PERFORMANCE BOND**

**12.1 Insurance Requirements.** With respect to the performance of the work hereunder, Contractor shall take out prior to the Start Date and maintain at all times thereafter during the life of the Agreement, and shall require of all its subcontractors, consultants and other agents to maintain, the following policies of insurance:

**12.1.1 Workers' Compensation.** Workers' Compensation Insurance to cover its employees, with statutory limits as required by the Labor Code of the State of California. Each such policy shall be endorsed with the following specific language:

(a) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency by registered mail.

**12.1.2 Commercial/Comprehensive General Liability.** Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy.

(a) The Sonoma County Waste Management Agency its members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.

(d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency by registered mail.

**12.1.3 Automobile.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

(a) The Sonoma County Waste Management Agency its members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.

(d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency by registered mail.

**12.1.4 Environmental Materials Liability.** Environmental Materials Liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

(a) The Sonoma County Waste Management Agency its members, officers and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

(b) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(c) The insurance provided herein is primary coverage to the Sonoma County Waste Management Agency with respect to any insurance or self-insurance programs maintained by the Agency.

(d) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the Sonoma County Waste Management Agency by

registered mail.

**12.1.5 Documentation.** The following documentation shall be submitted to the Agency:

(a) On or before the Effective Date, Contractor shall provide satisfactory proof that it will be able to obtain all of the insurance, including, endorsements, required hereunder by the Start Date.

(b) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted ninety (90) days prior to the Start Date.

(c) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted with the Certificates of Insurance required under Section 12.1.5(b) above.

(d) Upon Agency's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of such request.

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

**12.1.7 Material Breach.** If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. Agency at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to the Agency.

**12.2 Faithful Performance Bond.** Contractor shall provide the Agency with a faithful performance bond in the amount of \$1,000,000 in order to secure the Contractor's performance obligations under the Agreement. Such bond shall be executed by a surety company licensed to do business in the State of California. The initial term of the faithful performance bond shall be for one year commencing with the Start Date and shall be renewed on an annual basis until the termination of the Agreement. The condition of the foregoing bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations under the terms of this Agreement, then the obligation of said bond shall be void; otherwise it shall remain in full force and effect. Agency shall be able to collect on said bond for discrepancies or other covered losses discovered up to the time when all Yard Debris and Wood Debris delivered to Contractor under the terms of this Agreement have been processed into Finished Products and all other obligations of Contractor under this Agreement have been satisfied. On or before the Effective Date, Contractor shall provide satisfactory proof that it will be able to obtain the faithful performance bond required hereunder.

## 13. NOTICE

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

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

(a) When personally delivered to the recipient, notice is effective on delivery.

(b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.

(c) When mailed by certified mail with return receipt requested, notice is effective two (2) days following mailing.

(d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective one day following mailing.

(e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on transmission as long as (1) a duplicate copy of the notice is promptly given by certified mail, return receipt requested, or by overnight delivery, or (2) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by fax shall be considered to have been received on the next business day if it is transmitted after 4 p.m. (recipient's time) or on a non-business day.

**13.2 Refused, Unclaimed, or Undeliverable Notices.** Any correctly addressed notice that is delivered pursuant to Section 13.1.1(b), (c), or (d) that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

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

CONTRACTOR: Sonoma Compost Company  
550 Mecham Road  
Petaluma, CA 94952

AGENCY: Sonoma County Waste Management Agency  
2300 County Center Drive, Suite B 100  
Santa Rosa, CA 95403

## 14. INDEMNIFICATION

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

shall be liable to Agency and its members for any loss or damage to Agency property or Agency's members' property arising from or in connection with Contractor's performance hereunder.

## **15. EVENTS OF DEFAULT; REMEDIES**

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

(a) Failure of Contractor to accept Wood Debris and/or Yard Debris on more than: (i) thirty (30) Operating Days during any twelve (12) month period; or (ii) ten (10) or more consecutive Operating Days; provided, however, that any failure of the Contractor to accept materials due to problems directly caused by problems with infrastructure at the Central Disposal Site that Agency is specifically required to maintain under the terms of this Agreement, shall not be considered cause for default.

(b) Failure of Contractor to operate the Facility in compliance with the terms of the Agreement.

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

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

(e) (i) Contractor shall voluntarily commence any case, proceeding or other action (A) under the Federal Bankruptcy Code, as amended from time to time, or under any other existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, seeking to adjudicate it a bankrupt or insolvent or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, custodian or other similar official for it or for all or any substantial part of its

assets, or Contractor shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against Contractor any involuntary, proceeding or other action of a nature referred to in clause (i) of this subparagraph (g) which (A) results in the entry of an order for relief of any such adjudication or appointment or (B) remains unstayed and undismissed for a period of sixty (60) days; or (iii) there shall be commenced against Contractor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged or stayed or bonded pending appeal within thirty (30) days from the entry thereof; or (iv) Contractor shall take any action in furtherance of, or indicating its consent to approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) of this subparagraph (g); or (v) Contractor shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or (vi) any termination or voluntary suspension of the transaction of business of Contractor, or any attachment, execution or other judicial seizure of all or any substantial portion of Contractor's assets which attachment, execution or seizure is not discharged within thirty (30) days.

(f) Any substantial change shall occur in the management or control of Contractor without the prior written approval of Agency.

(g) Any representation or disclosure made to the Agency by Contractor proves to be false or misleading in any material respect on the date as of which made.

## **16. EXPIRATION OF AGREEMENT**

**16.1 Normal Expiration.** Effective upon September 1, 2016, Agency shall stop accepting Yard Debris and Wood Debris. Contractor shall finish processing all existing material on site and to conclude its on-site operations during the Post-Operating Term. Agency shall pay Contractor for processing of materials delivered up to the date that Agency stops accepting such materials.

**16.2 Termination of Agreement.** Should the Agreement be terminated early for an Event of Default, Contractor shall have seven (7) days to vacate the Facility.

**16.3 Condition of Facility.** At the normal expiration or earlier termination of the Agreement, Contractor shall surrender to Agency the possession of the Facility. Contractor shall leave the surrendered Facility and any other property in good condition and repair, normal wear and tear excepted. At the expiration or sooner termination of the term, Contractor shall remove all of the Operating Equipment. The duty imposed by this provision includes, without limitation, the duty to leave the Facility safe and free from debris and hazards. All property that Contractor abandons shall, at Agency's election, become Agency's property at termination. If Contractor fails to surrender the Facility at the expiration or sooner termination of this Agreement, Contractor shall defend and indemnify Agency and County from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding contractor based on or resulting from Contractor's failure to surrender.

## **17. ARBITRATION**

Arbitration may be required for matters for which arbitration is mentioned in this Agreement or where this Section 17 is expressly referred to in this Agreement. For other matters, the party served with notice of arbitration may reject the notice by failing to respond to it, by giving notice of rejection, or by taking action inconsistent with arbitration. Arbitration is initiated and required by giving notice

specifying the matter to be arbitrated. If action is already pending on any matter concerning which the notice is given, the notice is ineffective unless given from the expiration of ten (10) days after service of process on the person giving the notice. Arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association or JAMS/Endispute, as the parties may agree. If the American Arbitration Association or JAMS/Endispute are not then in existence or for any reason fail or refuse to act, the arbitration shall be in conformity with and subject to provisions of the California Code of Civil Procedure relating to arbitration as they stand amended at the time of the notice. The arbitrator shall be bound by this Agreement. Pleadings and any action pending on the same matter shall, if the arbitration is required or consented to, be deemed amended to limit the issues to those contemplated by the rules prescribed above. Each party shall pay half the cost of arbitration including arbitrator's fees. Attorneys' fees shall be awarded as provided in Section 18 of this Agreement. To the extent permitted by the rules of the American Arbitration Association, JAMS/Endispute, or, if applicable, the California Code of Civil Procedure, in effect at the time of the notice, the parties have hereby established their own rules for selecting arbitrators. There shall be one arbitrator appointed as follows:

(i) A panel of retired judges shall be provided by the American Arbitration Association or JAMS/Endispute. Each party may strike any names up to a maximum, if afforded to both parties would leave one arbitrator for appointment. If less than the maximum are struck, the American Arbitration Association or JAMS/Endispute shall randomly choose from the names remaining.

(ii) If the parties fail to choose an arbitrator, the appointment shall be made by the then presiding Judge of the Superior Court for Sonoma County, acting in his or her individual and non-official capacity, on the application of either party and on ten (10) days notice to the other party. The arbitrator shall issue written findings of fact and conclusions of law, in accordance with California law.

## **18. ATTORNEYS' FEES**

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

## **19. GENERAL PROVISIONS**

### **19.1 Assignment.**

**19.1.1 Assignment by Contractor.** The experience and expertise of Contractor are material considerations for this Agreement. Contractor shall not assign or transfer, whether voluntarily, involuntarily, or by operation of law, its interest in this Agreement or any part thereof without the prior written approval of Agency. No such assignment or transfer for which Agency's prior written consent is required shall be valid or binding without said prior written approval, and then only upon the condition as such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of the Agreement. An attempted assignment or transfer not in compliance with the provisions of this Section 19.1 shall be grounds for Agency's termination of the Agreement. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer. As used in this Section the term "assignment" shall include a "more than 34% change in ownership of Contractor." A "more than 34% change in ownership of Contractor" shall mean, the transfer of the right to share in more than 34% of the profits of the general partnership or corporation.

**19.1.2 Assignment by Agency.** The Agency, at its sole discretion, reserves the right to assign Agency's rights and obligations under this Agreement to a successor agency or other party.

**19.2 Amendments.** Only the Members of the Agency, by a majority vote, may authorize major extra or changed work or amend this Agreement. The parties expressly recognize that Agency personnel are without authorization to order extra or changed work or waive contract requirements. Failure of Contractor to secure Agency authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the compensation due to such unauthorized work and thereafter the Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without the express and prior written authorization of the Agency.

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

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

**19.5 Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

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

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

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

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

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





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

“Agency”: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: \_\_\_\_\_  
Chairperson, SCWMA Board of Directors

“Contractor”: SONOMA COMPOST COMPANY  
a California General Partnership

By: \_\_\_\_\_

APPROVED AS TO FORM FOR AGENCY:

\_\_\_\_\_  
Agency Counsel

APPROVED AS TO SUBSTANCE FOR AGENCY:

\_\_\_\_\_  
Agency Executive Director



Agenda Item #: **13.1.a**  
 Agenda Date: **9/17/2014**

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

**September 2014 Outreach Events**

2	4 – 8 PM	Community Toxics Collection Event, Oakmont
6	10 AM – 3 PM	<a href="#">20th Annual Cloverdale Car and Motorcycle Show</a> , Cloverdale
7	2-6PM	Mercado/Market at el Verano Elementary School
9	4 – 8 PM	Community Toxics Collection Event, Forestville
10	11 AM – 8 PM	Heirloom Expo, Santa Rosa
10	9 – 11 AM	Tour of Central Disposal Site, Sonoma State University
13	1 PM – 6 PM	<a href="#">Mexican Independence Day Celebration at the Wells Fargo Center</a> , Santa Rosa
13,14	8 AM – 4 PM	E-Waste Recycling collection event, Santa Rosa, Finley Community Center
14	11 AM – 5 PM	Mexican Independence Celebration, Sonoma Plaza
16	4 – 8 PM	Community Toxics Collection Event, Healdsburg
17	10:30 – 11:30 AM	Water Agency Staff Recycle Meeting, Santa Rosa
18	11:30 AM – 1 PM	Medtronic's Sustainability Fair 2014
23	4 – 8 PM	Community Toxics Collection Event, Santa Rosa, NW
30	4 – 8 PM	Community Toxics Collection Event, Sonoma

**October 2014 Outreach Events**

<u>Day</u>	<u>Time</u>	<u>Event</u>
5	11 AM – 4 PM	Jack London State Historic Park Sustainability Fair, Glen Ellen
5	1 PM-3 PM	Binationla Health Week Event in Windsor
5	10 AM-2 PM	Rohnert Park Community Health and Safety Fair
11	11 AM-4 PM	Sonoma Valley Health Fair in Sonoma
14	7:45 AM – 8 AM	Tomorrow's Leaders Today Tour
18,19	8 AM – 4 PM	E-Waste Recycling collection event, Walmart, Windsor
19	1:30 PM-4:30 PM	Cloverdale Health Fair
19	1 PM-4 PM	Santa Rosa Health Fair
29	8 AM – 2 PM	Safe Medicine Disposal Symposium, Santa Rosa



Agenda Item #: **13.1.a**  
 Cost Center: **Education**  
 Staff Contact: **Chilcott**  
 Agenda Date: **9/17/2014**

ITEM: **Carryout Bags Outreach Report**

**I. BACKGROUND**

At the January 15, 2013 Agency Board meeting, the first reading took place of the Proposed SCWMA Ordinance No. 2014-1 Establishing a Waste Reduction Program for Carryout Bags. At the February 19, 2014 Board meeting, the second reading of the ordinance took place and an administrative penalties ordinance was adopted. At the February 19, 2014 meeting, the Board members also approved a Carryout Bags Outreach program for retailers and for the general public, as well as approved a purchase plan for 20,000 reusable shopping bags (10,000 locally-made bags and 10,000 China-made recycled plastic bags).

The ordinance went into effect on September 1, 2014. The Agency Work Plan for FY 13-14 allocated \$22,532 in staff time and for FY 14-15 allocated \$70,791 in staff time to implement the Carryout Bag Outreach Program project. In addition, the outreach plan included some contractor and materials costs as outlined below:

**Figure 1: Carryout Bags Outreach badge (top) and Windsor E-Banner (bottom)**



<b>Retailer Education (Contractor and material costs)</b>	
<b>Task</b>	<b>Materials/contractor budget</b>
Print bilingual retailer education materials	\$1,500
Conduct direct mailing English & Spanish	\$5,600
Conduct education fairs for retailers	\$1,500
Perform Hispanic business outreach (contractor)	\$2,220
<b>Overall budget</b>	<b>\$10,820</b>

<b>Public Education (Contractor and material costs)</b>	
<b>Task</b>	<b>Materials/contractor budget</b>
Purchase 20,000 reusable bags	\$42,800
Distribute 20,000 reusable bags	\$5,000 temporary staff \$500 display
Conduct English paid advertising & social media	\$6,000 print \$5,000 radio
Conduct Spanish paid adverting (contractor)	\$3,000 radio \$1,850 contractor staff + expenses
<b>Overall budget</b>	<b>\$64,150</b>

The budget for this project comes from the Agency Contingency Cost Center.

## II. DISCUSSION

The outreach activities described below took place between February 2014 and August 2014. Publicity activities were conducted countywide. The communication goals as stated in the outreach plan follow:

- Ensure businesses subject to the ordinance are informed and provided resources about compliance prior to September 1, 2014.
- Ensure the public is aware of the adopted ordinance and foster the use of reusable shopping bags, especially among low-income groups.

Additional outreach activities will take place through July, 2015.

### **Completed education activities, retailer and general public:**

- **Retailer mailing** —using the Agency Access database created for the Mandatory Commercial Recycling Outreach program as a basis, letters were mailed to targeted grocery stores and retail establishments. The outreach piece was designed to inform businesses about the ordinance, to answer common questions and to provide retailers with an outreach piece (a 3.6" x 8.5" placard) to start advertising the program to customers. To reach Hispanic businesses, the letter and placard were translated into Spanish and a separate mailing was conducted.

Mailing date	Targeted audience	Number of letters/placards mailed
April 22, 2014	Grocery stores & retail establishments	9,000
April 25, 2014	Hispanic grocery stores & retail establishments	300
<b>Overall mailing</b>		<b>9,300</b>

- **Bilingual posters & placards** — Outreach materials were developed by Agency staff in a variety of sizes. The graphics closely relate to Bag Ban outreach materials developed by other jurisdiction and deemed effective by the California Retailers Association and the California Grocers Association. Materials are being distributed at Agency outreach events and to businesses upon request. Posters and placards are also downloadable from the Agency's website at <http://www.recyclenow.org/business/carryoutbags.asp>. The table below shows how many pieces have been printed and distributed through August, 2014.

Type of outreach	How many distributed to date (March-August, 2014)
11"x17" posters	170 pieces
8.5" x 11" poster	600 pieces
3.66" x 8.5" placards	850 pieces

**Figure 2: Bags placard artwork**



- **Agency web pages for residents and for businesses**— Dedicated Agency web pages were created for businesses and for residents. Visitors to the business page can get the facts about the ordinance, find suppliers of ordinance-compliant checkout bags and download bilingual customer education materials.

Visitors to the residential page can find tips for remembering one's bag and a calendar of events where Agency bags are distributed.

These pages are linked from the Agency's home page at [www.recyclenow.org](http://www.recyclenow.org)

Agency web pages	
Target audience	Web page
For residents	<a href="http://www.recyclenow.org/reduce/carryout_bag_reduction.asp">http://www.recyclenow.org/reduce/carryout_bag_reduction.asp</a>
For businesses	<a href="http://www.recyclenow.org/business/carryoutbags.asp">http://www.recyclenow.org/business/carryoutbags.asp</a>

Figure 3: Business Agency web page



- **Suppliers of recycled paper checkout bags and reusable checkout bags** — Agency staff researched the availability of ordinance compliant bags and developed lists using information provided by the vendor (Company name, contact, website address, bag types, minimum order and lead time). Lists are updated periodically and available for download on the Agency's website at <http://www.recyclenow.org/business/carryoutbags.asp>

Suppliers of ordinance-compliant bags	
Suppliers of recycled paper checkout bags	<a href="http://www.recyclenow.org/pdf/Suppliers_Recycled_Paper_Checkout_Bags.pdf">http://www.recyclenow.org/pdf/Suppliers_Recycled_Paper_Checkout_Bags.pdf</a>
Suppliers of reusable checkout bags	<a href="http://www.recyclenow.org/pdf/Suppliers_Reusable_Checkout_Bags.pdf">http://www.recyclenow.org/pdf/Suppliers_Reusable_Checkout_Bags.pdf</a>

- **Bag Fair for retailers May 13, 14 & 15**— Bag Fairs were intended to match businesses with manufacturers and distributors of ordinance-compliant recycled paper and reusable bags. Bilingual Agency staff representatives were present at each event. Vendors, not able to staff the events, were encouraged to mail ordinance-compliant sample bags.

Figure 4: Santa Rosa Bag Fair



The Santa Rosa location was the best attended with about 25 business participants. Agency staff felt the greatest benefit of conducting the events was establishing a point-of-contact with local bag distributors as these distributors regularly answer ordinance-compliance questions on behalf of their clients.

<b>Bag Fair summary</b>		
<b>Date/location</b>	<b>Vendors at event</b>	<b>Vendors display materials only</b>
<b>May 13, 2014</b> Cotati Community Room 11am-2pm	BPE-USA, Santa Rosa Creative Images, Santa Rosa Moresco Distributing, Petaluma Skyhigh Printing, Santa Rosa	Acme Display AHE Now Armstrong Paper Group Cal Supply, Inc.
<b>May 14, 2014</b> Santa Rosa Finley Center 11am-2pm	Armstrong Paper Group, Santa Rosa BPE-USA, Santa Rosa Creative Images, Santa Rosa Promo Co., Petaluma Skyhigh Printing, Santa Rosa West Coast Trading, San Francisco	California Retail Packaging Chico Bag Crown Poly Earthpack Earthwise EnviroTote
<b>May 15, 2014</b> Windsor Windsor Library 11am-2pm	BPE-USA, Santa Rosa Creative Images, Santa Rosa Skyhigh Printing, Santa Rosa Western Textile, Sausalito	Fishman Supply Forward Packaging Luna Packaging MN Design Moresco Distributing Multi Bag Promo Co. Simply + Green Solutions (SQG) Western Textile

- **Carryout Bags theme at Agency events —**

The Carryout Bags Ordinance was the theme at Agency one-day events. Ordinance information was also included in multiple-day events.

**Figure 5: Bags exhibit at Windsor Earth Day event, April 27, 2014**

<b>Date</b>	<b>Event</b>
April 19, 2014	Santa Rosa Earth Day event
April 25, 2014	Sonoma County Kid's Day
April 26, 2014	Montgomery Village Earth Day event
April 27, 2014	Windsor Earth Day event
April 30, 2014	Sustainable Enterprises Conference
May 8, 2014	Santa Rosa Chamber Expo
June 18-22, 2014	Sonoma-Marin Fair
July 24-August 10, 2014	Sonoma County Fair
September 6, 2014	20 <sup>th</sup> Annual Cloverdale Car and Motorcycle Show
September 13, 2014	Mexican Independence Day Celebration at the Wells Fargo Center
September 14, 2014	Mexican Independence Celebration, Sonoma Plaza
September 18, 2014	Medtronic's 2014 Sustainability Fair



- **Partner Website links**

Agency staff coordinated with partner cities and other organizations for posting ordinance information on websites.

Partner	Description	Link
City of Cloverdale	Home page & related info page	<a href="http://www.cloverdale.net/">http://www.cloverdale.net/</a>
City of Cotati	Home page & related info page	<a href="http://www.ci.cotati.ca.us/">http://www.ci.cotati.ca.us/</a> <a href="http://www.ci.cotati.ca.us/headline.cfm?AnnouncementID=393">http://www.ci.cotati.ca.us/headline.cfm?AnnouncementID=393</a>
City of Petaluma	Home page & related info page	<a href="http://cityofpetaluma.net/">http://cityofpetaluma.net/</a> <a href="http://cityofpetaluma.net/pubworks/pdf/temp/CarryoutBagsOrdinance.pdf">http://cityofpetaluma.net/pubworks/pdf/temp/CarryoutBagsOrdinance.pdf</a>
City of Rohnert Park	“Community Spotlight” Home page & related info page	<a href="http://www.ci.rohnert-park.ca.us/index.aspx?recordid=970&amp;page=28">http://www.ci.rohnert-park.ca.us/index.aspx?recordid=970&amp;page=28</a>
City of Santa Rosa	Home page & related info page	<a href="http://ci.santa-rosa.ca.us/news/Pages/default.aspx">http://ci.santa-rosa.ca.us/news/Pages/default.aspx</a> <a href="http://ci.santa-rosa.ca.us/news/Pages/CarryoutBagOrdinance.aspx">http://ci.santa-rosa.ca.us/news/Pages/CarryoutBagOrdinance.aspx</a>
City of Sebastopol	Home page & related info page	<a href="http://ci.sebastopol.ca.us/">http://ci.sebastopol.ca.us/</a>
City of Sonoma	Home page & related info page	<a href="http://www.sonomacity.org/">http://www.sonomacity.org/</a> <a href="http://www.sonomacity.org/default.aspx?PageId=574">http://www.sonomacity.org/default.aspx?PageId=574</a>
County of Sonoma	“Upcoming events” & Press release page	<a href="http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147497423">http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147497423</a>
Santa Rosa Chamber of Commerce	May 7, 2014 Bag Fairs	<a href="http://www.santarosachamber.com/blog/2014/05/07/member/sonoma-county-waste-management-agency-hosts-bag-fairs-may-13-14-15-2014-inviting-all-grocery-stores-and-retailers-in-sonoma-county/">http://www.santarosachamber.com/blog/2014/05/07/member/sonoma-county-waste-management-agency-hosts-bag-fairs-may-13-14-15-2014-inviting-all-grocery-stores-and-retailers-in-sonoma-county/</a>
Healdsburg Chamber of Commerce	August newsletter “Return of the Healdsbag!”	

Figure 6: Ordinance information on the City of Rohnert Park web page





- **News release distribution (English and Spanish)—**

Three news releases were distributed to English and Spanish media contacts to announce various aspects of the program:

<b>News release distribution</b>	
February 20, 2014	<p>Sonoma County Waste Management Agency Waste Reduction Program for Carryout Bags Ordinance  <a href="http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147491196">http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147491196</a></p> <p>Programa de Reduccion de Desecho de Bolsas Plasticas 2014  <a href="http://www.recyclenow.org/pdf/Programa_de_Reduccin_de_Desecho_de_Bolsas_Plasticas.pdf">http://www.recyclenow.org/pdf/Programa_de_Reduccin_de_Desecho_de_Bolsas_Plasticas.pdf</a></p>
May 5, 2014	<p>Sonoma County Waste Management Agency hosts Bag Fairs: May 13, 14 &amp; 15, 2014 inviting all grocery stores and retailers in Sonoma County  <a href="http://sonomacounty.ca.gov/Press-Releases-/Waste-Management-Agency-Hosts-Bag-Fairs/">http://sonomacounty.ca.gov/Press-Releases-/Waste-Management-Agency-Hosts-Bag-Fairs/</a></p>
September 1, 2014	<p>Carryout Bags Ordinance goes into effect September 1, 2014  <a href="http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147497423">http://sonomacounty.ca.gov/templates_portal/PressReleaseDetail.aspx?id=2147497423</a></p> <p>La Ordenanza de Bolsas para Acarrea las Compras entra en vigor el 01 de septiembre 2014  <a href="http://sonomacounty.ca.gov/Press-Releases-/La-Ordenanza-de-Bolsas-para-Acarrea-las-Compras-entra-en-vigor-el-01-de-septiembre-2014/">http://sonomacounty.ca.gov/Press-Releases-/La-Ordenanza-de-Bolsas-para-Acarrea-las-Compras-entra-en-vigor-el-01-de-septiembre-2014/</a></p>

- **Articles (English and Spanish)—**

New releases resulted in a number of print and on-line articles.

<b>Date</b>	<b>Publication &amp; article</b>	<b>Article link</b>
February 20, 2014	Sonoma County Gazette Sonoma County BANS Plastic Bags starting March 21, 2014	<a href="http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-2380.html">http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-2380.html</a>
March 21, 2014	Press Democrat County's plastic bag ban starts Friday	<a href="http://www.pressdemocrat.com/csp/mediapool/sites/PressDemocrat/News/story.csp?cid=1859412&amp;sid=555&amp;fid=181">http://www.pressdemocrat.com/csp/mediapool/sites/PressDemocrat/News/story.csp?cid=1859412&amp;sid=555&amp;fid=181</a>
May 9, 2014	The Community Voice SCWMA schedule Bag Fairs in county	<a href="http://www.thecommunityvoice.com/article.php?id=8228">http://www.thecommunityvoice.com/article.php?id=8228</a>
May 9, 2014	Windsor Chamber of Commerce newsletter Bag Fairs on May 15	<a href="http://windsorchamber.com/windsor-chamber-commerce">http://windsorchamber.com/windsor-chamber-commerce</a>
July 2014	Sonoma County Green Business Program	Email newsletter
July 24, 2014	Press Democrat Dipping into new markets	<a href="http://www.pressdemocrat.com/business/2426127-181/dipping-into-new-market#page=2">http://www.pressdemocrat.com/business/2426127-181/dipping-into-new-market#page=2</a>
July 28, 2014	GoLocal Sonoma County Santa Rosa Company Debuts "Made Local"	<a href="http://sonomacounty.golocal.coop/stories/santa_rosa_company_debuts_made_local_reusable_bags/829">http://sonomacounty.golocal.coop/stories/santa_rosa_company_debuts_made_local_reusable_bags/829</a>

	Reusable Bags	
August 13, 2014	Sonoma West, Healdsburg Tribune, Cloverdale Reville, Windsor Times and News An ordinance banning plastic bags at stores will begin on Sept. 1	<a href="http://www.sonomawest.com/the_windsor_times/news/an-ordinance-banning-plastic-bags-at-stores-will-begin-on/article_70cd1a96-2312-11e4-a879-001a4bcf887a.html">http://www.sonomawest.com/the_windsor_times/news/an-ordinance-banning-plastic-bags-at-stores-will-begin-on/article_70cd1a96-2312-11e4-a879-001a4bcf887a.html</a>
August 27, 2014	Petaluma Patch Got A Handle on Sonoma County's New Bag Laws?	<a href="http://patch.com/california/petaluma/got-handle-sonoma-countys-new-bag-laws">http://patch.com/california/petaluma/got-handle-sonoma-countys-new-bag-laws</a>
August 27, 2014	Healdsburg Patch Got A Handle on Sonoma County's New Bag Laws?	<a href="http://patch.com/california/healdsburg/got-handle-sonoma-countys-new-bag-laws#.VAZH10wkl">http://patch.com/california/healdsburg/got-handle-sonoma-countys-new-bag-laws#.VAZH10wkl</a>
August 27, 2014	Sonoma Patch Got A Handle on Sonoma County's New Bag Laws?	<a href="http://patch.com/california/sonoma-valley/got-handle-sonoma-countys-new-bag-laws">http://patch.com/california/sonoma-valley/got-handle-sonoma-countys-new-bag-laws</a>
August 29, 2014	The Community Voice Plastic bag ban begins on September 1	<a href="http://www.thecommunityvoice.com/article.php?id=8773">http://www.thecommunityvoice.com/article.php?id=8773</a>
August 29, 2014	Sonoma-Index Tribune Plastic bag ban takes effect Monday	<a href="http://www.sonomanews.com/plastic-bag-ban-takes-effect-monday/#.VAZFrY10wkl">http://www.sonomanews.com/plastic-bag-ban-takes-effect-monday/#.VAZFrY10wkl</a>
August 31, 2014	Press Democrat Sonoma County plastic bag ban in effect Monday	<a href="http://www.pressdemocrat.com/home/2615161-181/sonoma-county-plastic-bag-ban">http://www.pressdemocrat.com/home/2615161-181/sonoma-county-plastic-bag-ban</a>
September 1, 2014	Petaluma360.com Sonoma County plastic bag ban in effect Monday	<a href="http://www.petaluma360.com/news/2637976-181/sonoma-county-plastic-bag-ban">http://www.petaluma360.com/news/2637976-181/sonoma-county-plastic-bag-ban</a>
September 1, 2014	Sonoma County Gazette Get a Bag Habit	<a href="http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-3037.html">http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-3037.html</a>
September 1, 2014	CBS SF Bay Area Sonoma County Plastic Bag Ban Goes Into Effect; Statewide Ban Bill Sits On Governor's Desk	<a href="http://sanfrancisco.cbslocal.com/2014/09/01/sonoma-county-plastic-bag-ban-goes-into-effect-statewide-ban-bill-sits-on-governors-desk/">http://sanfrancisco.cbslocal.com/2014/09/01/sonoma-county-plastic-bag-ban-goes-into-effect-statewide-ban-bill-sits-on-governors-desk/</a>
September 3, 2014	Press Democrat Smith: Grocery baggers don't make the rules	<a href="http://www.pressdemocrat.com/category/2661442-181/smith-grocery-baggers-dont-make">http://www.pressdemocrat.com/category/2661442-181/smith-grocery-baggers-dont-make</a>
September 10, 2014	Sonoma County Creek Week and Coastal Clean Up	<a href="http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-3092.html">http://www.sonomacountygazette.com/cms/pages/sonoma-county-news-article-3092.html</a>

- **Paid advertising: utility bill inserts, print & online ads & e-banner** — Low-cost opportunities were prioritized.

**Utility bill inserts** — Overall, the Agency distributed 89,771 utility bill inserts county wide.

Utility bill inserts	Distribution date	Size/placement	Impressions estimate
Cotati utility bill insert	July 2, 2014- July 16, 2014	3.6x8.5	2,650 inserts
Healdsburg utility bill insert	July 18, 2014- July 27, 2014	3.6x8.5	5,150 inserts
Rohnert Park utility bill insert	May 2014	3.6x8.5	10,000 inserts
Santa Rosa utility bill insert	August 11, 2014 – September 4, 2014	3.6x8.5	41,000 inserts
Sonoma utility bill insert	July 2014	3.6x8.5	4,350 inserts
Petaluma utility bill insert	June 20, 2014-July 30, 2014	3.6x8.5	3,731 inserts
Windsor utility bill insert	August 10, 2014 and September 10, 2014	3.6x8.5	9,000 inserts
Insert in Press Democrat, Petaluma area	July 16, 2014	3.6x8.5	6,120 inserts
Insert in Argus Courier, Petaluma area	July 17, 2014	3.6x8.5	6,120 inserts
Friedman Brothers Home Improvement Petaluma store	July 12-July 20, 2014	3.6x8.5	1,000 inserts
Cloverdale utility bill insert	August 28, 2014	Insert to subscribers of the Cloverdale Reveille	650 inserts
<b>Totals</b>			<b>89,771 inserts</b>

**Print, online ads & e-banner** — Overall, Agency placed ads appearing in 225,900 print copies. The estimated impressions were 531,190.

Publication	Distribution date	Size/placement	Impressions estimate
Family Life Magazine	May 2014	Countywide	30,000 magazines/ estimated 108,000 impressions
Town of Windsor E-Banner Located at the corner of Lakewood Drive and Old Redwood Hwy.	August, 2014	Windsor	1,440 impressions
Sonoma County Gazette	September 2014	Countywide  1/3 page	34,000 magazines
Cloverdale Reveille	August 28, 2014 September 4, 2014	Cloverdale  3.792x 7 (Main news) 3.792x 7	2,500 newspapers (home delivery and newsstand)/

			6,250 impressions
Press Democrat	August 23, 2014 August 27, 2014 August 29, 2014	Countywide  3.22 x 7 (Empire News) 3.22x7 (Weather Page) 3.22x7 (Weather Page)	147,400 newspapers (home delivery and newsstand)/ 368,500 impressions
Argus Courier	August 28, 2014	Petaluma  3.22 x 6 (Main News)	6,000 newspapers (home delivery and newsstand)/ 15,000 impressions
Sonoma Index Tribune	August 28, 2014	Sonoma  3.22 x 6 (Main News)	6,000 newspapers (home delivery and newsstand)/ 15,000 impressions
Web ad for Press Democrat and Sonoma Index Tribune	August 30-September 1	300x250 (Main News & Bite Club sections)	17,000 impressions
<b>Totals</b>			<b>225,900 print ads/ 531,190 impressions</b>

- **Social media** —In addition to postings on the Agency’s Facebook page at [www.facebook.com/recyclenow.org](http://www.facebook.com/recyclenow.org) and Twitter @ [@recyclenow](https://twitter.com/recyclenow), the ordinance was posted on other sites. See a sampling below.

<b>Facebook posts</b>	
<b>Description</b>	<b>Link</b>
The Press Democrat	<a href="https://www.facebook.com/pressdemocrat?fref=nf">https://www.facebook.com/pressdemocrat?fref=nf</a>
Radio The Drive with Steve Jaxon/ facebook.	<a href="https://www.facebook.com/ssuce?fref=nf#!/JaxonDrive">https://www.facebook.com/ssuce?fref=nf#!/JaxonDrive</a>
Andy’s Market	<a href="https://www.facebook.com/ssuce?fref=nf#!/AndysProduceMarket">https://www.facebook.com/ssuce?fref=nf#!/AndysProduceMarket</a>
Petaluma Facebook	<a href="https://www.facebook.com/cityofpetaluma">https://www.facebook.com/cityofpetaluma</a>
Center for Community Engagement at Sonoma State University	<a href="https://www.facebook.com/ssuce?fref=nf">https://www.facebook.com/ssuce?fref=nf</a>

- **Reusable shopping bag distribution + Reusable Bag Roll Out event** —



At the February Agency meeting, Boardmembers approved purchasing 20,000 bags in two varieties: 10,000 locally-made bags and 10,000 China-made recycled plastic bags. The approval and justification for

purchase of the higher cost locally-made bags was contingent on Agency staff recruiting financial sponsors and collecting a donation for bags distributed at Agency events. The manufacturer selected for the locally made bags was BPE-USA, Santa Rosa and the manufacturer selected for the China-made bags was Simply+Green Solutions (SQG). In addition to being the lowest cost proposal, SQG was selected because their bags consistently pass the strict standards set by Toxics in Packaging testing for non-toxicity. For durability, their bags pass Green Seal testing with a 22 pound capacity for 15000 lifts and drops dripping wet. They are a certified supplier to the City of Los Angeles for products' proven superior durability and non-toxicity.

Overall, \$5,000 in sponsorship funds was collected. Sponsors included the City of Santa Rosa, City of Petaluma, Soiland, Whole Foods Market, Alvarado St. Bakery, Sonoma County Economic Development Board, Ratto Group, Industrial Carting, Sonoma Garbage Collector and June Michaels (individual sponsor). Sponsors were acknowledged with color logos displayed on the Agency's website at [http://recyclenow.org/reduce/carryout\\_bag\\_reduction.asp](http://recyclenow.org/reduce/carryout_bag_reduction.asp) and printed on hang tags attached to 10,000 locally-made bags.

Public distribution of locally-made bags debuted at the Agency's booth at the Sonoma County Fair following a Reusable Bag Roll-Out Event party on July 23, 2014. The event which took place at the BPE-USA bag manufacturing facility in Santa Rosa resulted in a Press Democrat article which garnered considerable public interest for the distribution of bags at the Sonoma County Fair. A \$1 donation was requested for locally-made fabric bags and a 50¢ donation was requested for recycled reusable plastic bags. At the Sonoma County Fair alone, 1,300 locally made bags and 425 recycled plastic bags were distributed.

To address bag distribution to low-income groups, the majority of bags will be distributed to clients of Sonoma County Human Services Department. See table below:

**Figure 7: Bags being manufactured at BPE-USA, Santa Rosa**



**Figure 8: Donation request for bags at the Agency's booth at the Sonoma County Fair**



<b>Bags allocations and distributions to date</b>				
	<b>Allocations</b>	<b>Distribution</b>	<b>Allocations</b>	<b>Distribution</b>
	<b>Locally made bags</b>		<b>Recycled plastic shopping bags</b>	
Sonoma County Human Services Department (CalFresh, Medi-Cal, Family Assistance, etc.)	4,400	0	4,400	4,400
Agency fairs—Farmers Markets	2,000	0	2,000	0
Agency fairs—One Day events (Earth Day, Wed. night markets, etc.)	500	0	500	0
Agency fairs—Sonoma County Fair	1,000	1,300	1,000	425
Agency fairs—Sonoma Marin Fair	300	0	300	0
Agency Mandatory Commercial Recycling Outreach events	800	0	800	100
Cities/County (200 bags each)	1,000	400	1,000	400
<b>Total</b>	<b>10,000</b>	<b>1,700</b>	<b>10,000</b>	<b>5,325</b>

- **Paid radio advertising English and Spanish + interviews—**

**English radio advertising** — The Agency contracted with Redwood Empire Stereocasters. For this campaign, KZST radio personality, Brent Farris, inspired a catchy "I've got a bad bag habit" jingle. In addition to paid advertising, KZST announced the Bag Fairs and the availability of locally-made bags on all four of their radio stations. According to KZST, this campaign reached 171,000 Sonoma County residents.

<b>English language Radio Campaign 2014</b>				
<b>Media Name</b>	<b>Time Period</b>	<b>Cost</b>	<b>Spots + mentions</b>	<b>Number of spots</b>
KZST 100.1 FM	June 30, 2014-August 3, 2014	\$3,250	60-second spot for one month 45 times + 15 billboards + Bag Fair mention + Locally made bag at So Co Fair mentions	45
KTRY 106.3 "Nobody Plays More Country...Nobody!"	June 30, 2014-August 3, 2014	\$1,000	60-second spot for one month 49 times + Bag Fair mention + Locally made bag at So Co Fair mentions	49
KJZY 93.7 "Sonoma County's Smooth Jazz"	July 7, 2014-July 27, 2014	\$750	60-second spot for one month 35 times + Bag Fair mention + Locally made bag at So Co Fair mentions	35
KWVF 102.7 "America's Greatest Hits"	July 7, 2014-July 27, 2014	\$0	Bag Fair mention + Bag Fair mention + Locally made bag at So Co Fair mentions	0
	<b>Total Media Investment</b>	<b>\$5,000.00</b>		<b>129</b>

**Spanish radio advertising** —The Agency’s Spanish Language Outreach contractor negotiated media buys with Hispanic media. The catchy KZST jingle created for the English radio advertising was adapted for Spanish.

Spanish language Radio Campaign 2014				
Media Name	Time Period	Cost	Spots + interviews	Number of spots
El Patron KRRS 1460 AM	August 2014	\$500	60-second spots	50
Radio Lazer 107.1FM and La Mejor 104.1 FM	August 2014	\$1,000	60-second spots	125
KBBF "La Nuestra" 89.1 FM	August 2014	\$500	60-second spots	56
Radio Exitos	August 2014	\$1,000	60-second spots	43
<b>Total spots</b>				<b>274</b>

**Interviews English & Spanish** — Radio interviews enhanced paid radio advertising. In addition as a public service, KSRO and KRCB conducted interviews. For the Hispanic media, the local television station Univision 28, Santa Rosa will produce three 8 minute segments for a local program that will air on Monday mornings starting September 18.

English interviews		
Media Name	Date	Notes
KZST/KTRY/KJZY /KWVF	July 1, 2014	Henry Mikus was interviewed by Brent Farris for the Morning Show. This was followed by a segment called Random Acts of Kindness where one listener received \$100 for using a reusable bag at a Sonoma County store.
KZST/KTRY/KJZY /KWVF	July, 2014	Patrick Carter was interviewed by Nate Campbell for his News Show with segments airing on the “Traffic Report” on all four radio stations.
KZST/KTRY/KJZY /KWVF	August, 2014	Henry Mikus was interviewed by Nate Campbell for his News Show with segments airing on the “Traffic Report” on all four radio stations.
KSRO Radio	August 26, 2014	Henry Mikus was interviewed by Steve Jaxon, KSRO radio for the show “The Drive with Steve Jaxon”
KRCB Radio	August 28, 2014	Henry Mikus was interviewed by Bruce Robinson, <a href="http://radio.krcb.org/people/bruce-robinson">http://radio.krcb.org/people/bruce-robinson</a>
Spanish interviews		
Media Name	Date	Notes
KBBF "La Nuestra" 89.1 FM	August, 2014	Hugo Mata, Agency Spanish language contractor participated in a 30-minute live interview
Radio Lazer 107.1FM and La Mejor 104.1 FM	August, 2014	Hugo Mata, Agency Spanish language contractor participated in a 15-minute prerecorded interview that aired on both radio stations
Radio Exitos	August 29, 2014	Hugo Mata, Agency Spanish language contractor

		participated in a 30-minute live interview with Blanca Casillas 3:00-3:30pm
Univision 28	September 18, 2014	Hugo Mata, Agency Spanish language contractor will be interviewed for a three 8-minute segment on the Plastics Bag Ordinance for Univision 28, Santa Rosa

**Results & feedback:**

- **Articles**— News releases resulted in 19 articles, including three Press Democrat stories. In addition to local media coverage, the ordinance story was chosen by a CBS Bay Area on-line publication.
- **Eco-Desk and email inquiries** —The Eco-Desk, 565-3375, and related email at [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org) received 197 inquiries. 85 of those inquiries were received in the month of August. The majority of inquiries were from businesses regarding compliance assistance. After Sept. 1, there were several residents reporting business non-compliance.

**Figure 9: Agency placards posted at the cash registers in Staples, Santa Rosa**



Number of Eco-Desk calls and inquiries by month									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals
Number of calls and email inquiries	1	8	18	19	28	18	20	85	197 inquiries

- **Visitors to Agency’s web pages**—The Agency business web page received 1,350 visitors; the Agency resident page received 3,554 visitors.

Number of web page visitors									
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Totals
Business web page				182	294	129	203	507	1,350 visitors
Resident public web page	97	311	1,108	454	206	155	493	730	3,554 visitors

*Note that the public web page was established in 2013. The business web page was added in April 2014.*

- **Public perception**— According to [www.socialmention.com](http://www.socialmention.com), public sentiment about the topic is neutral.
- **Evidence of compliance**— Ordinance information was observed at register checkout counters in a number of stores (REI, Staples, Sur La Table, etc).



**Next steps** —Email and phone inquiries will continue to be answered and bags will continue to be distributed into next summer. The Agency is also in the process of adding a permanent Waste Management Specialist position whose responsibility will be to conduct future ordinance education and enforcement.

**III. FUNDING IMPACT**

The Carryout Bags Outreach Program is currently operating within budget.

**IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

None required.

**V. ATTACHMENTS**

Progress Report Graphic Summary  
prepared for the City of Santa Rosa Council meeting September 9, 2014

Approved by: \_\_\_\_\_  
Henry J. Mikus, Executive Director, SCWMA

# CARRYOUT BAGS ORDINANCE

## OUTREACH ACTIVITIES FEBRUARY - AUGUST 2014

Date: September 9, 2014

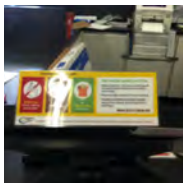
The outreach activities described below were conducted by the Sonoma County Waste Management Agency between February-August 2014 on behalf of the Cities and the County for the Waste Reduction Program for Carryout Bags Ordinance, effective county wide on September 1, 2014.



1,300 locally-made bags and 425 recycled plastic bags were distributed at the Agency's exhibit at the Sonoma County Fair, July 24-August 10



Agency placards posted at cash registers at Staples, Santa Rosa



### PUBLICITY

**RETAILER MAILING ENGLISH & SPANISH** 9,000 targeted retailer letters & customer education store placards mailed on April 22, 2014. A similar mailing took place on April 25, 2014 to 300 Hispanic businesses. The mailing also advertised May Bag Fairs.

### BAG FAIRS FOR RETAILERS MAY 13, 14 & 15

Bag fairs were conducted in Cotati on May 13, in Santa Rosa on May 14 and in Windsor on May 15. Bilingual Agency staff were present at each event. Bag Fairs were intended to match businesses with manufacturers/distributors of ordinance-compliant recycled paper and reusable bags.

### WEB PAGES

**For residents:** [www.recyclenow.org/reduce/carryout\\_bag\\_reduction.asp](http://www.recyclenow.org/reduce/carryout_bag_reduction.asp).

This page gives tips for remembering bags and a calendar of events where Agency bags are distributed.

**For businesses:** [www.recyclenow.org/business/carryoutbags.asp](http://www.recyclenow.org/business/carryoutbags.asp). This page gives facts about the ordinance and .pdf downloads of bilingual customer education materials and suppliers of ordinance-compliant checkout bags.

**NEWS RELEASES ENGLISH & SPANISH** Three news releases were distributed on February 20, 2014, May 5, 2014 (Bag Fairs) and September 1, 2014.

### REUSABLE BAG DISTRIBUTION: 20,000 BAGS (IN PROGRESS)

10,000 locally-made bags manufactured in Santa Rosa from salvaged overstock material and 10,000 recycled plastic bags manufactured overseas are being distributed mainly to low-income clients of Sonoma County Human Services Department and at Agency events.

### PRINT, RADIO, WEB & SOCIAL MEDIA ADVERTISING ENGLISH & SPANISH

The Agency distributed 89,771 utility bill inserts county wide with 41,000 distributed in Santa Rosa. Paid ads, with an estimated 225,900 print/531,190 impressions, were placed in the Press Democrat (print & web), Argus Courier, Family Life Magazine, Sonoma County Gazette, Sonoma Index Tribune and the Cloverdale Reveille. In addition, Agency staff helped place ordinance information on social media and city websites. In Santa Rosa, information appears on [ci.santa-rosa.ca.us/news/Pages/CarryoutBagOrdinance.aspx](http://ci.santa-rosa.ca.us/news/Pages/CarryoutBagOrdinance.aspx). For Spanish advertising, 403 60-second radio ads played on KZST, KTRY, KJZY, El Patron KRRS, Radio Lazer, La Mejor, KBBF and Radio Exitos. To enhance paid advertising, 9 radio interviews were conducted. For the Hispanic media, the local TV station Univision 28, Santa Rosa will produce three 8-minute segments for a local program that will air on Monday mornings starting September 18.

### RESULTS & FEEDBACK

**ARTICLES** News releases resulted in 19 articles, including three Press Democrat stories. In addition to local media coverage, the ordinance story was chosen by a CBS Bay Area on-line publication.

**PUBLIC INQUIRIES** The Agency business web page received 1,350 visitors; the Agency residents page received 3,554 visitors. The Eco-Desk, 565-3375, and related email at [recyclenow@sonoma-county.org](mailto:recyclenow@sonoma-county.org) received 197 inquires. 85 of those inquires were received in the month of August. The majority of inquiries were from businesses regarding compliance assistance. After Sept. 1, there were several residents reporting business non-compliance.

**PUBLIC PERCEPTION** According to [www.socialmention.com](http://www.socialmention.com), public sentiment about the topic is neutral.

**EVIDENCE OF COMPLIANCE** Ordinance information is posted at register checkout counters in a number of stores.



Carryout bags theme Agency exhibit at Santa Rosa Earth Day, April 19, 2014



Sonoma County Waste Management Agency



# REGISTER NOW!

## SONOMA AND MENDOCINO COUNTY SAFE MEDICINE DISPOSAL PROGRAM SYMPOSIUM



# OCTOBER 29<sup>TH</sup> 2014

### CONFERENCE OBJECTIVE

The symposium will discuss the range of issues associated with pharmaceutical waste, summarize the efforts of the greater Russian River area to address those issues by offering free disposal options and public awareness campaigns, and by learning about how other areas have addressed these issues discuss potential alternative solutions.

### WHO WILL ATTEND?

Public officials, health care providers, leaders in environmental, non-profit, and government organizations

### KEYNOTE SPEAKER

Heidi Sanborn, California Product Stewardship Council

### REGISTER ONLINE

Space is limited so reserve your spot now by [clicking here](#)

### CONTACT

Russian River Watershed Association: [info@rrwatershed.com](mailto:info@rrwatershed.com)

Wednesday  
October 29, 2014  
8:00 am - 2:00 pm

City of Santa Rosa  
Utilities Field Office

35 Stony Point Road  
Santa Rosa, CA 94901

Refreshments and  
lunch provided

CWEA CONTACT  
HOURS AVAILABLE

Safe Medicine Disposal Program is a partnership of local agencies who provide free medicine disposal options for residents in Sonoma and Mendocino Counties.



SAFE MEDICINE  
DISPOSAL PROGRAM

[www.sefomedicinedisposal.org](http://www.sefomedicinedisposal.org)

The symposium is co-sponsored by:

