



Meeting of the Board of Directors

December 17, 2014
SPECIAL MEETING

Special Meeting at 9:00 a.m.

Please note different meeting location

City of Cotati "Cotati Room"
216 East School Street
Cotati, CA

Meeting Agenda and Documents

SONOMA COUNTY WASTE MANAGEMENT AGENCY

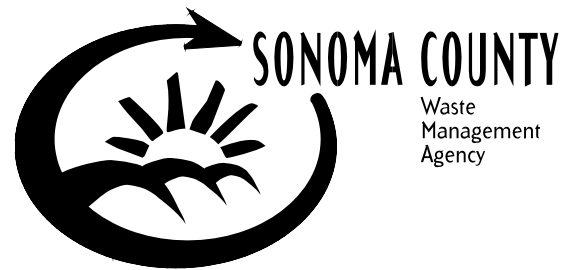
Meeting of the Board of Directors

December 17, 2014
SPECIAL MEETING
Beginning at 9:00 a.m.

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Note: This packet is 56 pages total



SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

December 17, 2014

Special Meeting at 9:00 a.m.

Estimated Ending Time 12:00 Noon.

City of Cotati "Cotati Room"
216 East School Street
Cotati, CA

Please Note the Alternate Meeting Location

Agenda

<u>Item</u>	<u>Action</u>
1. Call to Order Regular Meeting	
2. Agenda Approval	
3. Public Comments (items not on the agenda)	
<u>Consent</u> (w/attachments)	Discussion/Action
4.1 Minutes of November 19, 2014 Regular Meeting	
4.2 Zero Discharge Report	
4.3 Ninth Amendment to Agreement with City of Petaluma	
4.4 Assignment of MOU with County of Sonoma for E-Waste Management Services	
4.5 Assignment of MOU with County of Sonoma for Load Checking Services	

Regular Calendar

None

Closed Session

5. Open Closed Session

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

Pursuant to Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Agency Counsel

Pursuant to Government Code Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

6. Adjourn Closed Session

7. Attachments/Correspondence:

7.1 Reports by Staff and Others:

7.1.a December 2014 and January 2015 Outreach Events

7.1.b Comment letter to CalRecycle on draft composting regulations

8. Boardmember Comments

9. Staff Comments

10. Next SCWMA meeting: January 21, 2015

11. 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 Cotati, Cotati Room, 216 East School Street, Cotati. It is also available on the internet at www.recyclenow.org



Date: November 20, 2014

To: SCWMA Board Members

From: Henry J. Mikus, SCWMA Executive Director

Executive Summary Report for the SCWMA Board Meeting of November 19, 2014

Item 3: The Board met in Closed Session to discuss Litigation; the Board had nothing to report from the discussion.

Item 7: Consent: Items 7.1 September 17, 2014 Minutes and 7.2 October 15, 2014 Minutes were accepted by the Board. Items 7.3, 7.4, and 7.5 were removed from Consent for regular discussion; they are described individually below.

Item 7.3: Legal Services Budget Appropriation: The County Board representative was not authorized to support the full amount requested. Instead the appropriation amount was reduced to \$75,000, which passed on a “unanimous vote”.

Item 7.4: First Quarter Financial Report: The Board asked staff to include cost center and reserve fund balances, and to use clearer column labels in future reports. The Report was approved unanimously.

Item 7.5: Proposal for Facilitating Evaluations, Executive Director and Agency Counsel: The Board wished to conduct the two evaluations, for the Executive Director and Agency Counsel, separately. The Board approved the proposal by Sherry Lund Associates for facilitating the evaluations on an 8:2 vote (Petaluma and Sebastopol not voting for approval) with an added \$3,000 for the not-to-exceed proposal amount (\$18,470 increased to \$21,470) to accommodate including the County/City Attorneys in the 360 evaluation for Agency Counsel.

Item 8: Compost Zero Discharge Plan Update: The latest (third) monthly progress report on the Zero Discharge Plan work was compiled and sent to the NCRWQCB. No recent rain storms have resulted in any discharge of compost storm contact water. The work on implementing the Zero Discharge Plan “Interim Measures” is complete; most noteworthy is that the construction project to combine two small detention ponds into a single, larger pond was completed in time for the winter rains. The Board approved appropriating \$10,000 to cover the extra cost from having to excavate unexpected rock along the pond bottom. Outhaul of incoming materials has been reduced as the compost facility adjusts to operating on a reduced site footprint.

Item 9: New Compost Site EIR Review/Recirculation Appropriation: CH2M Hill Engineers, Inc. Oakland office will be doing the EIR review. The CH2M Hill proposal allows flexibility by giving a choice as to whether the changes to the EIR would need recirculation or could be accomplished by amending the Final EIR. The project cost, \$80,461, was approved for appropriation from reserves to the operating budget.

Item 10: Update Report New JPA 3rd Amendment Approvals: After spirited discussion, the Board decided on the following actions:

- In order to give adequate time to discuss and resolve several questions regarding the Draft 3rd Amendment to the JPA Agreement, yet settle the SCWMA existence beyond February 2017 expeditiously, simplify the Amendment to address only an extension of SCWMA of 25 years. This would allow decisions and development of a new compost site to continue, particularly given the

financial advantage amortizing the design, permitting, construction, and operation for 25 years would provide. Resolution of questions with other features of the Draft 3rd Amendment would proceed separately and be set forth in a subsequent Amendment.

- That staff arrange a meeting as soon as possible for the Chair, Vice-Chair, Executive Director, Agency counsel plus Board Members Fudge and Harvey with the County/City attorneys to discuss the extension of SCWMA beyond February 2017.
- Communicate with the Board of Supervisors to provide clarity regarding use of County property at the Central Landfill for a new proposed compost site. Reaching an understanding with the County on this question is essential to assessing which proposed new site is the better choice; otherwise the County site could not be considered viable.

Item 11: Executive Director Monetary Signing Authority: The signing limit of \$5,000 had been in place since 1992. This limit was increased to \$25,000.

Item 12: AB 939 Local Task force Planning Request: The Local Task Force, an advisory group on solid waste matters to both the SCWMA Board and the Board of Supervisors, presented a request which was approved by the Board that as part of the annual County Integrated Solid Waste Management Plan review in 2015, budget funds and staff time be allocated for planning work beyond the 20-year Plan timeframe.

Item 13: December Meeting Discussion: The Board decided to hold the December meeting as scheduled on December 17, 2014, with a portion dedicated to one evaluation face-to-face discussion, and a business meeting if necessary. The Executive Director's evaluation would be held at this meeting.

Item 14: Attachments/Correspondence: The attachments were the November & December 2014 Outreach Calendar, 2015 List of Meetings, Mandatory Commercial Recycling Outreach Program survey & Report, Pharmaceutical Ordinance "Fact Sheet", a "thank You" letter to staff, and the CalRecycle notice that the Electronic Annual Report is accepted.



To: Sonoma County Waste Management Agency Board Members

From: Henry Mikus, Executive Director

Subject: December 19, 2014 Board Meeting Agenda Notes

Please Note: This meeting will be held at the Cotati Room near Cotati City Hall, which is different from the Santa Rosa Council Chambers normally used. This is to better accommodate the “closed session” discussions, which should constitute the majority of the planned meeting time.

Also note: There is a “Closed Session” discussion scheduled to follow the regular meeting which is to begin at the normal 9:00 AM start time. This is a departure from the normal practice. Also the anticipated end time is planned for 12 noon.

Consent Calendar

These items include routine financial and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

- 4.1 **Minutes of the November 19, 2014 Board Meeting:** regular acceptance.
- 4.2 **Zero Discharge Report:** The past 30-day time period has provided the first real test of several interim measure completed by the end of October per the Zero Discharge Plan. Multiple storms have resulted in accumulation of 6.75 inches of rain. The added capacity of the new large pond, pump and haul efforts, and the reduction in water generation from the smaller work site resulted in no discharge of storm contact water thus far. 1,703,050 gallons of water were either used on site or taken off-site for treatment. Also, CH2M Hill has begun their work to review and possibly recirculate the new compost site EIR.
- 4.3 **Ninth Amendment to Agreement with City of Petaluma:** The Petaluma City Council approved the Ninth Amendment to modify the tip fee surcharge to align with the County’s MOA. The Amendment is presented for Board approval.
- 4.4 **Assignment of MOU with County of Sonoma for E-Waste Management Services AND**
- 4.5 **Assignment of MOU with County of Sonoma for Load Checking Services:** Currently Sonoma County and SCWMA have agreements for handling E-Waste and for a Load Checking program. Under the County landfill MOA these activities would be the responsibility of Republic Services. The current agreements with the County are proposed to be assigned to Republic in order to ensure seamless transition. There would be no negative impact to SCWMA, and Agency Counsel has determined the agreements are assignable.

Regular Calendar

There are no Regular Calendar items.

7. **Attachments/Correspondence:** The items this month are the Outreach Events Calendar and a “Comment Letter” sent to CalRecycle regarding draft changes to compost regulations.



Minutes of November 19, 2014 Meeting

The Sonoma County Waste Management Agency met on November 19, 2014, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Avenue, Santa Rosa, California

Present:

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

Bob Cox
Susan Harvey
David Mickaelian
Dan St. John
Don Schwartz
David Gouin
Sue Kelly
Steve Barbose
Trish Piseni
Deb Fudge

Staff Present:

Counsel
Staff

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

Acting Clerk

Patrick Carter

1. Call to Order

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

2. Open Closed Session

3. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION GOVERNMENT CODE SECTION 54956.9(d)(1) – One case

4. Adjourn Closed Session

5. Agenda Approval

Items 7.3-7.5 were pulled from the consent calendar to the regular calendar.

Henry Mikus, Executive Director, thanked exiting Board members Jake Ours, City of Santa Rosa; Jim Wood, City of Healdsburg; and Steve Barbose, City of Sonoma for serving on the Board. Mr. Mikus pointed out that Mr. Barbose has attended 73 Agency Board meetings during his eight years of service, and commended him for his dedication to the community.

Vice Chair St. John thanked Mr. Barbose, on behalf of the Board, for his dedicated service.

6. Public Comments (items not on the agenda)

Roger Larsen, Happy Acres, spoke regarding the financial statements distributed at the October 2014 meeting for Site 40 and Central Landfill costs. Mr. Larsen stated that the \$14 per ton surcharge fee in the 2013 documents is missing from the pay structure provided on October 2014. Mr. Larsen referred to the three page handout he provided, and went on to compare the cost difference between Site 40 and Central Landfill and to express his preference for Site 40.

Martin Mileck, Cold Creek Compost, stated that Cold Creek had been sued for a violation of the Clean Water Act, the case was dismissed, and Cold Creek is now seeking to recover its costs and attorney fees. Mr. Mileck stated that Cold Creek has nearly 100 tons per day of unused capacity that could save the Agency significantly.

Eli Goodsell, Conservation Corps North Bay, introduced himself as the new recycling manager for the non-profit organization. Mr. Goodsell stated that the organization works with youth ages 18-25 in Sonoma and Marin County and he spoke briefly about the organization, the recycling programs, and the areas they service. Mr. Goodsell explained that the grant they received from CalRecycle will focus on electronic waste, tires, and oil. Mr. Goodsell expressed interest in working with the Agency in the areas of education, collection, and events.

Vice Chair St. John stated that he hopes Goodsell can work with the staff with public outreach and events the Agency has.

7. Consent (w/attachments)

7.1 Minutes of the September 17, 2014 SCWMA meeting

7.2 Minutes of October 15, 2014 Regular Meeting

Items 7.1 and 7.2 were accepted unanimously.

Regular Calendar

7.3 Legal Services Budget Appropriation

Vice Chair St. John began the discussion by stating the item required a unanimous vote.

Mr. Mikus stated that when the budget was put together under a year ago, there was no provision for a potential lawsuit. Special counsel was hired to represent the Agency in the Clean Water Act lawsuit and a \$45,000 initial limit was placed on that agreement. The additional task of defending the lawsuit has added additional expense for Agency Counsel to work on the case. The Agency will soon exceed the amount of \$45,000 for special counsel.

Mr. Mikus stated that staff recommendation was to appropriate funding for current and potential future Agency and special counsel services in the amount of \$500,000 for the current fiscal year.

Board Discussion

Mr. Barbose motioned to reduce the amount to \$200,000 for a shorter period of time and revisiting an additional appropriation if necessary. Mr. Bob Cox seconded the motion.

Public Comments

None.

Board Discussion (continued)

Trish Pisenti, County of Sonoma, stated that she is not authorized to approve \$200,000. Ms. Pisenti stated the County would like to evaluate on a month to month basis and see what is currently available in the legal budget. Pisenti suggested getting through the October invoices and revisiting the issue at the December meeting.

Vice Chair St. John stated there is an alternate proposal and asked Agency staff what the amount needed to pay through November invoices is.

Mr. Mikus replied that \$74,000 is needed to pay through the October invoices.

After discussion, Mr. Barbose amended his motion to change the amount to \$75,000. Mr. Cox concurred with the amended motion.

Ms. Harvey stated her concern of possibly not being able to obtain a unanimous vote at the December meeting due to attendance.

Mr. Mikus asked Ms. Pisenti for clarification if the \$75,000 limit she is authorized to vote on is the total or additional funding.

Ms. Pisenti replied it is additional funding.

Mr. Mikus stated that the Agency has been previously authorized \$45,000, therefore if \$75,000 is an addition; that the \$120,000 would get the Agency through December.

Mr. Mikus stated it needs to be clear the motion states additional money.

Vice Chair St. John clarified the motion to reflect increasing the appropriation; changing the \$500,000 in the staff report to \$75,000.

Mr. Mikus asked for a roll call vote.

7.3 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-

The motion passed unanimously.

7.4 First Quarter Financial Report

Vice Chair St. John stated item 7.4 has been pulled.

Board Questions

Don Schwartz, City of Rohnert Park, asked regarding the difference between estimated and total estimated in the projections.

Patrick Carter, Agency staff, apologized for the lack of clarity regarding the new report and explained that the County had switched accounting systems the past fiscal year. Mr. Carter added that actual column was for first quarter and estimate was quarters 2-4. Mr. Carter added that the total estimated was the actual from Quarter 1 and the estimated for 2-4.

Mr. Schwartz asked that it be labeled differently next time and asked that the quarter reports include statements of fund balance and reserve levels that include the starting level, fiscal year, most recent available revenue, and expense projections to project the ending fund balance and projected use of additional fund balance or reserves over the course of the year.

Public Comments

None.

Board Discussion

Mr. Schwartz motioned to approve item 7.4. Ms. Harvey seconded the motion.

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-

The motion passed unanimously.

7.5 Proposal for Facilitating Evaluations, Executive Director and Agency Counsel

Board Discussion

Mr. Schwartz asked to confirm that the Board is recommending feedback from the entire Agency staff, considering the size of the Agency. Mr. Schwartz asked that there be an assurance of confidentiality to staff providing the feedback.

Mr. Mikus affirmed.

Mr. Schwartz suggested that the City Attorneys and County Counsel also have input in the Agency Counsel evaluation.

Mr. Mikus replied that was the discretion of the Board.

Vice Chair St. John stated he believed the City Attorneys should provide input on Agency Counsel. Vice Chair St. John proposed that the meeting for the Agency Counsel evaluation include Board members and not staff members for at least a portion of the meeting.

Mr. Mikus pointed out that Agency Staff was not involved in the Agency Counsel evaluation last time, and it is what was proposed in the report this time.

Ms. Harvey pointed out that adding City Attorney feedback was not included in the original proposal and would likely have an additional cost. Ms. Harvey recommended having two separate sessions for Agency Counsel and Executive Director evaluations, as she felt there was not adequate time to conduct two evaluations during one session.

Mr. Mikus suggested three options. The first option, which could take the longest time, would be to obtain a revised proposal. A second option could be to authorize the Executive Director to amend the proposal, within a funding limit. A third option could be to raise the not-to-exceed funding limit at this meeting.

Mr. Schwartz recommended that the Board authorize the Executive Director to amend the proposal to allow an additional expenditure of \$3,000. Mr. Schwartz stated this includes option two, two separate evaluations, and option three, staff feedback. Ms. Harvey seconded the motion.

Vice Chair St. John stated that he will not be supporting the motion and asked that the record reflect he believes this staff evaluation is largely a mechanical process that should be facilitated by Agency staff.

Sue Kelly, City of Sebastopol, stated her schedule may not accommodate two separate meetings in December.

Ms. Harvey asked if the Board is required to perform the evaluations in December.

Vice Chair St. John replied that will be discussed further in the item regarding the December meeting.

Public Comments

None.

Board Discussion (continued)

7.5 Vote Count:

Cloverdale	Aye	Cotati	Aye
County	Aye	Healdsburg	Aye
Petaluma	No	Rohnert Park	Aye
Santa Rosa	Aye	Sebastopol	No
Sonoma	Aye	Windsor	Aye

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

The motion passed.

8. **Compost Zero Discharge Plan Update**

Mr. Mikus reported the October goal of getting the interim measures in place for the rain season was successfully. The pond construction project was finished by the end of October and was functional and that the pond capacity had doubled. The compost footprint reduction of 18% was completed as well.

Mr. Mikus stated that as a result of last month's decision to review and possibly recirculate the EIR, there was a concern regarding the Water Board's reaction because it was not in the original Zero Discharge Plan, that Chair Wood, Stu Clark, and himself met with the Water Board Executive Officer and the Assistant Executive Officer immediately after the Board meeting to explain the situation, and the Water Board staff were receptive to the explanation.

Board Questions

Vice Chair St. John asked if Agency staff was seeking a motion to approve a change to the expenditure for unforeseen underground conditions encountered during the excavation of the pond.

Mr. Mikus replied that while the exact amount had not yet been determined due to pending final survey amounts the estimated the cost to be less than \$10,000, possibly closer to \$5,000.

Vice Chair St. John asked about the total amount of the contract for the construction of the pond.

Mr. Mikus replied the contract was for \$400,000.

Vice Chair St. John asked for the estimated total, including the approval of this action.

Mr. Mikus replied \$405,000 to \$410,000. Mr. Mikus added that a berm was constructed to separate the reduction area from the rest of the site and that staff had used contingency funds to have the firm which improved the pond to construct the berm.

Vice Chair St. John asked who provided the service.

Mr. Mikus replied it was Magnus Pacific out of Sacramento.

Ms. Harvey motioned to approve the \$10,000 expenditure. Mr. Schwartz seconded the motion.

Public Comments

None.

Board Discussion

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-

The motion passed unanimously.

9. New Compost Site EIR Review/Recirculation Appropriation

Mr. Mikus stated that at the last Board meeting the staff was directed to find a qualified firm to review and possibly recirculate the EIR on the new compost site. The purpose of this item was to appropriate funds in the budget to accommodate the expense. Proposals received from three firms ranged in price from \$80,000 to nearly \$110,000. Staff had selected CH2M Hill Engineering to perform the requested review because the proposal contained the best price and flexibility. The CH2M Hill proposal included recirculation, if necessary. Staff believed the CH2M Hill proposal was the best option, that it provided the flexibility that could limit exposure, as well as shorten the time frame.

Mr. Mikus asked for a budget appropriation for the amount of \$80,461. While the contract had not been finalized and that been some negotiation over a few terms, the contract was almost at its final stage.

Mr. Mikus said the time frame for the review would be March or April, and if recirculation is required, the schedule for completion would be the end of July 2015.

Board Questions

Vice Chair St. John about the other two firms which submitted proposals.

Mr. Mikus replied the firms are Tetra Tech and LSA.

Mr. Schwartz motioned to accept the staff recommendation. Mr. Mickaelian seconded the motion.

Public Comments

Mr. Larsen asked what Mr. Mikus meant about his comments of limiting exposure.

Vice Chair St. John thanked Mr. Larsen for his comments.

Board Discussion

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-

The motion passed unanimously.

10. Update Report JPA 3rd Amendment Approvals

Mr. Mikus stated that the original charter for the Agency in the original JPA agreement in 1992 stipulated a twenty-five year term, with the ending date being February 2017. The Board had strategy sessions the previous December and June to discuss renewing the Agency's charter and

potentially changing the Agency agreement. At the June Meeting, Agency Counsel was directed to draft a 3rd Amendment to the agreement and release it to member jurisdictions for review, comment, and approval. The draft was released and distributed to Agency members in July. The key elements in the draft were that this would be an agreement amendment instead of a new agreement, the Agency would be perpetual rather than a fixed term, the Agency would have a difference system of governance, and the voting requirements were altered.

Mr. Mikus stated that a two tier system of governance was contemplated, in which one person from each jurisdiction would be elected to the Board and there would be a technical advisory committee to advise the Board. There was discussion about changing the meeting frequency due to the feedback from Board member agencies regarding time commitment. The amended agreement would cover all four functions though the Board reserved the right to assign compost by Board Resolution.

Mr. Mikus added that the voting requirements changed from the current system of a unanimous vote for expenses over \$50,000, the annual budget, or any major program expansions. The new proposed voting requirements would change the unanimous vote to a super-majority of 75%, where 8 of 10 members would be required for the purchase of real property, expenditures greater than \$250,000, the annual budget, adoption of additional core programs, and incurring debt from public or private lending sources greater than \$250,000. The ability to opt out of the agreement would be through an amendment.

Mr. Mikus pointed out that one of the key issues related to JPA renewal is the timeline in the Zero Discharge Plan involving building a new compost site. In order for that the Agency to construct a new site in a cost effective manner, as presented at the last Board meeting, the Agency would need be in existence beyond 2017.

Mr. Mikus stated that presentations on Agency renewal have taken place in three member jurisdictions and the agreement was approved in one form or another, with one of the members approved it outright and two others approved it in concept. Other members are having discussion regarding the agreement. Mr. Mikus stated that there was also conversation between Agency Counsel and County and City Attorneys about the agreement.

Mr. Mikus stated that one recommendation is for Agency Counsel to redraft the 3rd Amendment to simply extend the Agency beyond 2017 or until terminated by action of either the Board members or jurisdictional governing bodies. Another possibility is to authorize the Director, Agency Counsel, Board Chair, and Vice Chair to meet with attorneys before 2015 to discuss and resolve outstanding issues. A third alternative would be to retain the amendment in its current form and attempt to keep the process moving.

Ms. Coleson stated that a lengthy meeting was held on September 17th, at the request of the City Attorneys, regarding the amendment. All member jurisdictions were represented at the meeting except for Cloverdale. Numerous concerns were brought up regarding the amendment and the Agency.

Ms. Coleson suggested a possible resolution to the issues discussed by the attorneys group would be that the Board considers an amendment in which only the term of the Agency is extended, with no additional changes to the unanimous vote or any other changes that were spoken of at the June Board meeting. The attorney group has requested to meet with the Board Chair, Vice Chair,

and the Executive Director before the end of 2014, to discuss the 3rd Amendment to the JPA, other JPA amendments and the future of the Agency.

Board Discussion

Vice Chair St. John asked that the Board begin a discussion with the goal of trying to get to some sort of consensus in terms of direction. Vice Chair St. John stated that it did not appear that the Board was in a position to make a formal motion, other than to provide direction.

Mr. Cox stated that he is inclined to extend this agreement for a set time.

Mr. Barbose stated that the short term focus should be on whether the Agency will exist after 2017 and for that to happen all the member jurisdictions need to concur. If consent is not obtained from the very beginning from the City Attorneys, it is very unlikely their counsel will approve it. His advice was to extend the Agency term alone, in order to get the life of the Agency extended, and to keep working on the changes discussed in the staff report.

Deb Fudge, Town of Windsor, stated she believes there should be a vote to extend the Agency as it currently exists, in order to move forward with the Zero Discharge Plan and building a new compost site. There are problems with the attorneys that need to be ironed out, and expressed concerns at this process and wished to avoid a situation where attorneys are driving policy issues. Whether to renew the Agency is this Board's decision and it is up to the Board members to take it to their bodies for approval.

Ms. Harvey added that over two years were spent on the Solid Waste Advisory Group as representatives for their cities agreeing that solid waste is a regional issue. She believed that the JPA does a very good job of cost effectively handling many of the recommendations provided in numerous reports prepared by the SWAG and subsequently. Plans have been made that include the Agency existing beyond 2017. If the term alone is extended, a minimum of twenty-five years should be considered.

David Gouin, City of Santa Rosa, asked how they can address the attorney's concerns moving forward with a simple extension.

Mr. Mikus stated that communicating the Board's intentions to the members could be improved. A potential solution could be to send a letter of intent from the Agency, directly to the membership leadership groups. The letter should state what the issue of the Agency's future is and how the Board wishes to solve it, while addressing the outstanding issues.

Vice Chair St. John asked Agency Counsel to address Mr. Gouin's question of whether the option of extending the JPA solves some or all of the concerns currently expressed by the City Attorneys.

Ms. Coleson replied that extending the Agency does not resolve the issues, and added that it only allows time to work on resolving the issues.

Vice Chair St. John asked if the Agency can continue operating under the extension without dealing with the attorney's issues.

Ms. Coleson replied that no one at the meeting objected to her going to the Board and requesting an extension of time to work out other issues. Ms. Coleson added that it may depend on the length of time of the extension.

Ms. Harvey stated that there are some who do not want the Agency to move forward, and added that one of the options is for those who do not want to be part of it, to opt out. Ms. Harvey stated that the R3 report shows that there is a great benefit for the majority of the Cities.

Vice Chair St. John stated that those choosing to opt out will do so during the JPA extension proposal.

Mr. Mickaelian, City of Healdsburg, said the JPA will cease to exist in 2017 if no action is taken. He asked for background what action would be required to dissolve the JPA.

Ms. Colson explained that there is a set end time right now of Feb 2017, with no action required to end it. If the Agency is extended with no termination date, a mechanism would be provided as to how it would end.

Mr. Mickaelian stated he is not advocating ending the JPA and added that he is only asking questions.

Mr. Barbose stated that some City Attorneys may be challenging some conceptual ideas proposed for the restructuring. He suggested that some of the objections to the change in the structure may stem from the City Attorneys not being involved in the Solid Waste Advisory Group, and informed regarding the reason for the decisions. It may be that the City Attorneys are evaluating the proposed changes without the benefit of all that information.

Ms. Coleson stated that she was the one telling the attorneys what the Board had decided to do, and what the course of action taken at the June meeting, and that she did not believe the City Attorneys had been informed of the prior Board decisions. A potential solution could be that the Board members communicate with their individual member jurisdiction City Attorneys regarding some of the decisions and direction of the Board, as well as their ideas for future structure.

Mr. Schwartz stated that one of the points in the current JPA states that the County will provide a free site, and pointed out that expires upon expiration of the original agreement. Even if the agreement were to be extended, there is a possible conflict with this provision, so it would be helpful to know the County's position on this obligation.

Ms. Coleson replied that the 3rd Amendment proposal states that the requirement for the free of charge site for HHW and compost at the Central Landfill site would continue until the February 2017 date, although subsequent use of the site free of charge is not guaranteed.

Vice Chair St. John stated recommended that issue be addressed prior to amending the JPA, that he is aware that Agency staff has addressed that issue with County staff, and that he believes the County Board of Supervisors would need to discuss and decide this issue. Vice Chair St. John suggested that this Board should communicate with the County Board of Supervisors regarding their policy for future use of the site, should compost stay at Central.

Mr. Mikus stated he is willing to draft a letter with the Chair's signature requesting clarification.

Ms. Harvey stated that it is necessary to have accurate cost information prior to determining the site and approving the EIR.

Ms. Kelly asked why that needs to be resolved prior to doing a simple extension.

Vice Chair St. John replied that his understanding is that the County may not wish to extend the JPA and provide free land for compost beyond the 2017 date.

Mr. Schwartz suggested that a possible way to deal with this would be to send letters to the County regarding the JPA extension prior to sending them to the other jurisdictions and added that the Board would need to have an idea of how long the proposed extension would be.

Mr. Mikus clarified that the twenty-five year extension recommendation was based on financial figures of projected costs to build a new compost and amortizing it over twenty-five years to make it affordable.

Ms. Pisenti stated that the County was supportive of the first alternative in the staff report; directing the Executive Director, Agency Counsel and the Board Chair, and Vice Chair to meet with member attorneys prior to the end of 2014 or in January. She stated that the County would like to continue working with the attorneys and not slow the process down.

Mr. Schwartz stated that he would like to pursue a response from the County regarding the extension, perhaps requesting that the County discuss their concerns at a closed session with the Agency Board. Mr. Schwartz recommended that material should be shared with City Attorneys prior to sharing it with the Board and added that the Board should encourage full communication with the City Attorneys.

Vice Chair St. John agreed.

Ms. Fudge stated she does not agree with documents going to attorneys prior to them going to the Agency Board, as that would be seeking direction instead of the Board directing the policy.

Ms. Harvey stated that her issue with alternative one of the staff report is that she believes the Agency Board and the City Councils should make the decisions about the Agency's future, and not the attorneys. She believed the attorneys should be given direction and asked to work the language out.

Ms. Fudge concurred with Ms. Harvey.

Vice Chair St. John asked for suggestions regarding asking the County about their intent to the key issues.

Mr. Mikus stated that there are two different issues with the County that should be addressed separately, which are the use of the site and any potential land fee and whether the County wishes to continue to be a member.

Vice Chair St. John spoke regarding the suggestion he made to directly asking the County what their policy decision is, and suggested also asking them what conditions and terms they would request in order to continue as a member of the Agency.

Mr. Schwartz expressed support to meeting outside of the formal process, as was done in the Library JPA process.

Ms. Harvey pointed out that it took over two years to get the plastic bag amendment.

Vice Chair St. John stated that it does not appear that anyone objects to having a meeting with the attorneys other than who is deciding the policy issues. Perhaps the requested members should attend the attorney meeting the draft JPA amendment for a twenty-five year extension. This provides staff direction and gets formal dialogue going with the County, as attorneys will be involved anyways.

Mr. Schwartz asked for clarification that the Board is going to ask the County if they are interested in continuing to be a member of the JPA. A number of agencies that have not committed or who are still in discussion, so those undecided members should receive a similar letter regarding their position as well.

Mr. Mikus stated that is why he suggested a letter to the leadership group early on.

Vice Chair St. John clarified that the meeting will be to address the extension and not the new agreement and that he believes the County's position should be obtained prior to going to the Cities.

Vice Chair St. John asked that the record reflect that the City of Petaluma does not agree with the characterization that the viewpoints discussed at the June strategy session were agreed by this Board. The issues were discussed but he did not want the Board or the public to be under the impression that the City of Petaluma has agreed to the points.

Vice Chair St. John spoke about a suggestion provided by Susan Klassen at the June strategy session regarding assigning with the compost program. There should be a way to add language that provides for the contingency that compost no longer is an Agency operation, as was provided for by the County in their MOA.

Public Comments

Ernie Carpenter, resident of Sebastopol, expressed disbelief at this Board discussion. He believed direction was given to staff and yet problems continue to arise without the JPA being renewed. He expressed his disapproval regarding the policy makers delegating to the attorneys who generate more issues. Staff should be providing the Board a solution. Mr. Carpenter spoke briefly regarding his involvement while serving on the Board in the past, and pointed out it took less than a year to put the original agreement together. Mr. Carpenter stated that the smaller cities would have a problem with Agency programs, as opposed to the City of Santa Rosa and the City of Petaluma. Mr. Carpenter stated that staff should bring solutions to the Board, and added that the agreement should be taken care of in a timely manner.

Robin Donoghue, Town Attorney for Windsor and City Attorney for Healdsburg and Cotati, speaking as an individual member of the City Attorneys and County Counsel group, and not

speaking for the cities she represents. Ms. Donoghue pointed out that none of the cities she represents have reviewed nor approved the proposed 3rd Amendment and they are all in internal discussion mode at this point. She Donoghue stated that there are some cities and attorneys with issues specific to them as well as some unanimous concerns with some of the language proposed in the 3rd Agreement. She recommended pursuing an extension of the original agreement to buy time as well as alternate one of the staff report. Donoghue added that she does not believe any of the attorneys feel they are in a position to be policy makers and added that she believes they are attempting to obtain information to help in their recommendation to their clients. Donaghue stated she is hopeful the Board will consider the request for the meeting with Board representatives along with Ms. Coleson, to provide the attorneys some background information. She added that Ms. Coleson is not in a position to address all the questions they have.

Nea Bradford, Petaluma resident, stated she agrees with Mr. Carpenter that the staff is making recommendations, and adds that it should be acted on. She stated that staff previously recommended Site 40 and the Board and County are not supporting that recommendation. She stated that it appears that the decision countering what staff recommended has been made, based on Supervisor Rabbit and Supervisor Zane not accepting Site 40.

Vice Chair St. John stated that the item is not to discuss site selection.

Ms. Bradford replied that she understands that one of the reasons the JPA needs to be extended is because the compost site has not been decided.

Mr. Eric Koenigshofer, Occidental, suggested that the attorneys involved are there to provide advice to their clients and would weigh in on issues like twenty-five year agreements, and that advice should not be considered an impairment to the process.

Mr. Larsen stated that the free County space is not actually free and added that the Agency is charged per ton, which is essentially paying rent to be there. Mr. Larsen added that the future is uncertain at Central and that the JPA could own Site 40 and could do the compost there for less money without the County's surcharge.

Board Discussion (continued)

Ms. Harvey replied she believes the Board is leaning towards Alternative One to get the attorneys talking to discuss the JPA Agreement amendment or just extending the term. She stated she believes the Board is asking for the decision to be moved forward and not having the attorneys determining the future.

Ms. Harvey motioned to accept the staff and recommendation one, to discuss the JPA amendment as only an extension of the term with the Attorneys Group. Ms. Kelly seconded the motion.

Ms. Coleson asked for clarification that the motion is actually a combination of staff recommendation and Alternative One, that the Board confirmation that the Board wants to have an extension drafted containing only an extension of the term for twenty-five years, and that the extension only will be discussed at a meeting with the attorneys, Agency Chair, Vice Chair, and Executive Director.

Ms. Harvey replied affirmatively.

Vice Chair St. John asked if there are any Board members wishing to be part of that meeting. Vice Chair St. John said he's aware that it was recommended that former SWACG members be present at the meeting.

Ms. Harvey amended her motion to include Ms. Fudge and Ms. Harvey attending the meeting. Ms. Kelly seconded the amended motion.

Mr. Schwartz asked for clarification that the focus of the meeting will be on an extension and the attorney's concerns regarding the extension.

Ms. Coleson affirmed.

Vice Chair St. John stated that he agrees with the public comment that the city and county attorneys advise the city and county counsel, and the meeting will be a process to obtain feedback as move the process along.

Mr. Mikus asked for confirmation that part of the motion is for the amendment with the extension to be drafted and taken to the members and attorneys for discussion.

Vice Chair St. John replied he is not hearing that as part of the motion, and added that some believe that is a necessary next step.

Mr. Mikus stated that it is essential that this be communicated to the members.

Vice Chair St. John stated that the staff report, which is a summary of the meeting, does a good job of doing that. The Board forwarding the notes to their counsel should keep counsel informed.

Ms. Fudge stated that there has been communication between members and the cities, and added that the city council members were fully aware of the sessions and topics. Ms. Fudge added that this is not about attorneys, but rather about city council members, politics, money, and control.

Mr. Barbose supported the motion and added that in addition to the meeting, there should be immediate discussions with the County regarding the concept of extending the JPA and what it would look like. He believed that the County's position should be known going into the meeting with the attorneys.

Vice Chair St. John stated that Agency staff has reached out to County staff previously on that issue.

Mr. Mikus replied that the County needs to respond in order for things to make sense.

Vice Chair St. John said he encourages that dialogue continue, and pointed out that County staff may not have the authority to set some of those policy decisions.

Mr. Schwartz requested the motion be amended to ask County staff to either provide a response or authorize the County to bring it to their Board as soon as possible. In order to move forward, the County needs to make their position known, to include the landfill terms and conditions.

Vice Chair St. John asked if Mr. Schwartz is revisiting the suggestion of sending a letter to the County Chairman requesting this matter be brought to their attention as soon as possible.

After discussion, Mr. Schwartz's request to communicate with County staff regarding their intentions was given as direction to staff and not included in the motion.

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-

The motion passed unanimously.

11. Executive Director Monetary Signing Authority

Vice Chair St. John introduced the item and asked the Board for questions.

Public Comments

None.

Board Discussion

Ms. Kelly motioned to approve the staff recommendation. Ms. Harvey seconded the motion.

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-

The motion passed unanimously.

12. AB 939 Local Task Force Planning Request

Mr. Mikus stated that AB 939 had many consequences, including the creation of this Agency and the Local Task Force (LTF). The LTF acts as an advisory group to both this Agency and the County Board of Supervisors on solid waste matters and is made up of government, industry, and environmental appointed and volunteer members. The LTF meets every other month, and among other responsibilities, they are involved in the five year review of the County Waste Management Plan.

Mr. Mikus stated that there is conversation about planning beyond twenty years and the LTF has written a letter to the Agency asking that they include long-range planning beyond twenty years in the Agency's efforts with the review of the County Integrated Waste Management Plan.

Mr. Mikus introduced Greg Carr as an LTF member and added that Mr. Carr was part of the 1985 effort that looked at the future of the landfill. Mr. Mikus said that Mr. Carr is retired from the Permit & Resource Management Department (PRMD).

Mr. Greg Carr, AB 939 Local Task Force, spoke briefly and stated that based on his prior experience, he encourages long term planning to avoid issues.

Public Comments

Ken Wells, Santa Rosa Sierra Club Representative on the LTF, stated he is speaking in support of the Agency. Mr. Wells stated that the Agency as it exists, has some significant authority to implement producer packaging and product responsibility. Mr. Wells added that the Board and Agency have the opportunity to significantly reduce waste and greenhouse gases, and added that he hopes the Board continues to engage the LTF.

Board Discussion

Ms. Kelly, asked for clarification as to whom the LTF.

Mr. Carter replied that the LTF was created by the County Board of Supervisors to serve as an advisory committee to them. Mr. Carter added that there was an action by this Board determining the LTF would also be an advisory committee to the Agency. Mr. Carter added that the LTF is a dual advisory committee.

Mr. Mikus added that it's now the Agency's responsibility to manage ColWMP.

Ms. Harvey recommended that the Board accept the LTF letter and authorize staff to include long term planning in the upcoming fiscal year proposed budget. Ms. Fudge seconded the motion.

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-

Motion passed unanimously.

13. December Meeting Discussion

Mr. Mikus discussed possible options regarding the December Board meeting date. He stated that the Board does not hold a December meeting when possible. Mr. Mikus added that the December meeting could be used to cover one of the two evaluations. Canceling the meeting is an option or that it can be maintained as a regular business meeting if needed though he would like to schedule a meeting to discuss the evaluations in January if it will not take place in December.

Board Discussion

Ms. Pisenti stated that the County supports using the December meeting to work on the evaluation.

Ms. Kelly stated she supports one meeting in December but not two.

Ms. Harvey stated she would have to send an alternate, as she will not be here.

Mr. Barbose stated he would seek authorization from his City Council to participate at the evaluation meeting.

Mr. Schwartz suggested keeping the scheduled December meeting due to the issues that need to be addressed. Mr. Schawartz suggesting holding the Board meeting to talk about JPA progress and conducting one evaluation in December and the second one in January.

Mr. Mikus stated that they can determine in early December if there is a need for discussion at the December meeting.

Mr. Mickaelian stated that from staff perspective, many of the new council members will just be getting seated in mid December, so there may not be an opportunity to get all members updated on JPA issues to the point of having a robust discussion at the December 17 Agency meeting.

Mr. Schwartz stated that he understands the urgency in having a December meeting to talk about the JPA, but is concerned that as a staff person, he will not have a lot of direction from his council to actually be able to discuss the JPA.

Vice Chair St. John motioned to maintain the scheduled Dec 17th meeting to conduct regular business, if necessary, and at least one of the reviews. David Gouin, City of Santa Rosa seconded the motion.

Public Comments

None.

Board Discussion (continued)

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-

Motion passed unanimously.

14. Attachments/Correspondence:

14.1 Reports by Staff and Others:

14.1.a November and December 2014 Outreach Events

14.1.b 2015 List of Meetings

14.1.c MCR-3 Survey Results

- 14.1.d MCR-3 Final Report
- 14.1.e CPSC Pharmaceutical Ordinance Fact Sheet
- 14.1.f Human Services “Thank You” letter
- 14.1.g CalRecycle Letter re: Electronic Annual Report

15. Board Member Comments

Mr. Barbose spoke briefly regarding serving on the board for eight years and thanked and acknowledged Mr. Carter, Ms. Steinman, and Ms. Chilcott for their membership in the organization.

Ms. Harvey and Mr. St. John thanked Mr. Barbose for his guidance and wished him well.

16. Staff Comments

Mr. Mikus introduced new Program Manager Rebecca Hoehn. Mr. Mikus added that Ms. Hoehn is going to take over mandatory commercial recycling as well as reporting and planning functions, among others.

17. Next SCWMA meeting: December 17, 2014

18. Adjourn

The meeting was adjourned at 11:34 AM.

Submitted by
Sally Evans



Agenda Item #: **4.2**
Cost Center: **Organics**
Staff Contact: **Mikus**
Agenda Date: **12/17/2014**

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 that was submitted to the NCRWQCB July 11, 2014, and to not completely shut down the compost facility by beginning total overhaul of compost raw materials.

All of the interim measures were in place by the end of October, in time for winter and rains. Over the past month the compost site has settled into its winter routine, which has included several rain storms.

II. DISCUSSION

Recent Rain: Over the most recent 30-day period several rain storms have occurred with a total rain accumulation of 6.75 inches. The biggest rainfall was from November 28 through December 8 where a series of back-to-back storms, with measurable rain every day, resulted in 4.75 inches of the total rain. The new combined pond functioned as expected. The pond capacity, combined with aggressive efforts to pump and haul accumulating water from the pond, and the smaller work footprint that reduced water production, resulted in no discharge. 1,703,050 gallons of water were hauled away: 144,000 gallons were used on site, and 1,559,050 gallons were taken for treatment.

New Site: As reported at the November Board meeting, CH2M Hill was retained to review and possibly recirculate the EIR for selecting a new compost site. CH2M Hill has begun their work and is on schedule. Their report on the review is set to be finished in April 2015; if recirculation is needed that would be finished in July 2015.

Footprint Reduction: Partial overhaul of incoming raw materials has continued at a level that supports the 18% working footprint reduction. The total amount of material diverted to alternate processing facilities in October 2014 (while the area reduction was still getting set up) was 5,060 tons. November diverted material was 1,292 tons, which is likely to be a more typical monthly amount.

Combine Existing Ponds: At the November Board meeting authorization was granted to appropriate up to an additional \$10,000 to the pond project budget for some extra, unexpected expenses. After final pay quantities and invoices were settled, the actual extra expense was \$4,782.

III. FUNDING IMPACT

Funding for this project is drawn from the Organics Reserve. The Organics reserve is estimated to have a fund balance of approximately \$3.5 million at the end of the current fiscal year.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

No action required

V. ATTACHMENTS

December 2014 Monthly Zero Discharge Report to NCRWQCB

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



Date: December 8, 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 November, 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 2 New Compost Site Selection & Development:

- As a result of the SCWMA Board decision that the best pathway ahead towards building a new site would be to review the Final EIR to include the added site enhancement measures presented in the Tetra Tech BAS "Preliminary Site Design", CH2M Hill has been retained to review and possibly recirculate the EIR. Their work has already begun, with the review due to be done by April 2015. If recirculation is determined to be the best course of action, the date for completion would be July 2015.
- An update report and discussion occurred at the SCWMA November 19, 2014 Board meeting regarding the Amendment to the SCWMA JPA Agreement to extend the Agency term beyond February 2017 and make other changes. The Board decided, in order to best maintain timelines necessary to building a new compost site in accordance with the Zero Discharge Plan, that the Amendment should be limited to just the SCWMA term extension. Thus time would be allowed for discussions with SCWMA member jurisdictions on other proposed changes so the original JPA Agreement could occur separately and not hinder the extension decision.

Section 3 Interim Component: Footprint Reduction Measures:

- The compost facility has been operating with the 18% working footprint reduction, as detailed in the Plan. This has reduced the amount of compost contact storm water generated by the facility.
- Partial overhaul of incoming raw materials has continued, to accommodate the lowered throughput capacity from the footprint reconfiguration. Approximately 5,062 tons of unprocessed organics materials were overhauled in October 2014, and an additional 1,292 tons were taken in November.

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

- Over the most recent 30-day period several rain storms have occurred with a total rain accumulation of 6.75 inches. The biggest rainfall was from November 28 through December 8 where a series of back to back storms, with measurable rain every day, resulted in 4.75 inches of the total rain. The new combined pond functioned as expected. The pond capacity, combined with aggressive efforts to pump and haul accumulating water from the pond, and the smaller work footprint that reduced water production, resulted in no discharge of any storm contact water from the compost site.

Section 5 Interim Component: Pump and Truck Measures:

- 144,000 gallons of storm contact water were collected from the pond and reused on site.
- 1,559,050 gallons of water from the pond were pumped then hauled to the Laguna Waste Water Treatment Plant.
- The total water used or treated since the last monthly report is 1,703,050 gallons.

Section 6 Interim Component: Water Quality Measures:

- The sedimentation traps, and straw wattles at the low end of the windrows, were in place and functioning during all recent rain events.
- As an added measure to eliminate a possible source of compost materials getting tracked by vehicles off-site, the traffic pattern for vehicles visiting the site was modified. A “rumble grate” was installed at the vehicle exit to remove compost material from tires prior to vehicles leaving the site.

Section 7 Testing and Reporting:

- Draft recommendations for enhancements to the MRP sampling and testing protocols are done, and are undergoing legal review.



Agenda Item #: **4.3**
Cost Center: **All**
Staff Contact: **Carter**
Agenda Date: **12/17/2014**

ITEM: **Petaluma Surcharge Agreement 9th Amendment**

I. BACKGROUND

On November 17, 2004, the Agency Board authorized the Chair to sign an agreement with the City of Petaluma in which the Agency provided Household Hazardous Waste (HHW) services to Petaluma residents for calendar year 2005. The cost for this service was paid directly by the City of Petaluma, instead of through the tipping fee surcharge, as Petaluma's solid waste by-passes the County disposal system. The agreement was subsequently amended on November 16, 2005, April 19, 2006, May 16, 2007, May 21, 2008, May 20, 2009, May 19, 2010, May 18, 2011, and June 20, 2012. The amendments expanded the scope of the agreement to include all Agency programs, not just HHW.

II. DISCUSSION

The implementation of the County/Republic Master Operations Agreement (MOA) is expected to occur in January 2015. As was discussed at the September 17, 2014 Agency Board Meeting, including the Agency's tipping fee surcharge on additional materials would increase the basis of the tipping fee calculation, and, unless modified, would result in a significant increase of revenue to the Agency. To ensure the transition to the new surcharge calculation is revenue neutral, the Agency would decrease the tipping fee surcharge from \$5.95/ton to \$4.85/ton for materials (as defined by the MOA) which enter the County's Transfer Stations. To ensure the tip fee surcharge is level throughout the County, it would be necessary to decrease the surcharge amount due to the Agency from the City of Petaluma from \$5.95/ton to \$4.85/ton. In the case of Petaluma, this surcharge payment would only apply to the garbage collected by the City's Franchised Hauler.

The attached Ninth Amendment decreases the surcharge payment to \$4.85/ton and extends the agreement through June 30, 2016.

The Petaluma City Council approved the Ninth Amendment on December 1, 2014.

III. FUNDING IMPACT

Decreasing the Agency tipping fee surcharge from \$5.95/ton to \$4.85/ton (assuming 30,000 tons per year, which is the approximate average over the past several years) would decrease the revenue received from the City of Petaluma from \$178,500 to \$145,500, a difference of \$33,000. The inclusion of the tipping fee surcharge on other materials at the County's transfer stations would provide compensation for this reduction.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends approval of the Ninth Amendment to the Agreement with the City of Petaluma.

V. ATTACHMENTS

Ninth Amendment to the Agreement for Household Hazardous Waste and AB 939 Program
Services
Resolution

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

NINTH AMENDMENT TO AGREEMENT

Household Hazardous Waste and AB 939 Program Services

This Ninth Amendment to Agreement, effective the 1st day of December, 2014, ("Effective Date"), is made and entered into by and between the City of Petaluma, a municipal corporation and a charter city, hereinafter referred to as "CITY," and the Sonoma County Waste Management Agency, a joint powers agency, hereinafter referred to as "AGENCY."

WHEREAS, CITY and AGENCY entered into an Agreement effective January 1, 2005 and terminating on January 1, 2006, governing the use of AGENCY's Household Hazardous Waste Facility (hereinafter the "Agreement"); and

WHEREAS, CITY and AGENCY approved the First Amendment to the Agreement to extend the term of the Agreement for an additional six (6) months, until June 30, 2006; and,

WHEREAS, CITY and AGENCY approved the Second Amendment to the Agreement to (1) add additional services for compliance to the requirements mandated by AB 939, (2) compensate the AGENCY for services managed and performed by the AGENCY, and (3) extend the term of the Agreement for an additional twelve (12) months, until June 30, 2007; and,

WHEREAS, CITY and AGENCY approved the Third Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2008; and,

WHEREAS, CITY and AGENCY approved the Fourth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2009; and,

WHEREAS, CITY and AGENCY approved the Fifth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2010; and,

WHEREAS, CITY and AGENCY approved the Sixth Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2011; and,

WHEREAS, CITY and AGENCY approved the Seventh Amendment to the Agreement to compensate the AGENCY for services managed and performed by the AGENCY, and extend the term of the Agreement for an additional twelve (12) months, until June 30, 2012; and,

WHEREAS, CITY and AGENCY approved the Eighth Amendment to the Agreement to extend the term of the Agreement for an additional thirty-six (36) months, until June 30, 2015, and,

WHEREAS, CITY and AGENCY wish to amend the Agreement for a ninth time to adjust the compensation to the AGENCY by the CITY and extend the term of the agreement through June 30, 2016.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Ninth Amendment, AGENCY and CITY agree as follows:

Section 1. Section 2. of the Agreement, "Compensation; Business Tax Certificate," is amended to read as follows:

2. Compensation

- A. For the full performance of the Services as described herein, CITY shall compensate AGENCY under the terms defined in Exhibit A Services and Compensation. Payment of this amount is due in monthly installments, upon invoice, effective December 1, 2014.

Section 2. Section 3 of the Agreement, "Term," is amended to read as follows:

3. Term. The term of this Agreement commences on the effective date of December 1, 2014 and terminates at midnight on June 30, 2016, unless extended or terminated sooner pursuant to the provisions of this Agreement.

Section 3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Ninth Amendment to the Agreement to be executed as of the date first set forth above.

CITY OF PETALUMA

SONOMA COUNTY WASTE MANAGEMENT AGENCY

City Manager

Agency Chair

APPROVED AS TO FORM:

Agency Counsel

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

APPROVED:

Risk Manager

APPROVED:

Finance Director

Exhibit "A" – Ninth Amendment

Services and Compensation

Under the terms of this agreement, the Sonoma County Waste Management Agency (AGENCY) shall allow the CITY and its residents the use of the Household Hazardous Waste (HHW) Facility at the Central Disposal Site, without additional charge during the term of the Agreement. CITY residents shall be provided any other privilege or right enjoyed by other member agencies of the AGENCY regarding the promotion and use of the HHW Facility at the Central Disposal Site.

Services provided by this agreement shall also include educational efforts, recycling and other waste diversion services, compliance with AB 939 reporting requirements and any updates necessary to state and/or county planning documents on behalf of CITY as required by the Countywide Integrated Waste Management Plan and state regulations. The annual compensation for services shall be calculated by applying the AGENCY tipping fee surcharge rate on the actual tonnages of refuse disposed by the City of Petaluma's franchised waste hauler, Petaluma Refuse and Recycling. No other materials, including but not limited to recyclable materials, compostable materials, household hazardous waste, etc., collected by Petaluma's current hauler, Petaluma Refuse and Recycling, or any subsequent hauler during the term of this agreement, shall be subject to the tipping fee surcharge.

The amount of refuse disposed for each month shall be reported to AGENCY for invoicing purposes by the 20th of the succeeding month. The AGENCY approved rate of \$4.85 per ton will be used for calculating invoices. Payment of each monthly invoice shall be due and payable to AGENCY ten (10) days after receipt of the invoice.

RESOLUTION NO.: 2014-

DATED: December 17, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY")
APPROVING THE NINTH AMENDMENT TO THE AGREEMENT FOR AB 939 AND HOUSEHOLD
HAZARDOUS WASTE FACILITY SERVICES, BY AND BETWEEN THE AGENCY AND THE CITY OF
PETALUMA

WHEREAS, on November 17, 2004 the Agency authorized the Agency Chair to sign a contract with the City of Petaluma, which was subsequently amended in November 2005, April 2006, May 2007, May 2008, May 2009, June 2010; May 2011, May 2012; and

WHEREAS, the contract, as amended, allows the citizens of Petaluma the use of the Household Hazardous Waste Facility and includes other Agency services funded by the Agency's tipping fee surcharge; and

WHEREAS, for FISCAL YEARS 12-13, 13-14, and 14-15, the basis of calculation for payment of the portion of tipping fees the City of Petaluma will be paying shall be the actual tonnage of solid waste disposed calculated at \$5.95 per ton and invoiced on a monthly schedule; and

WHEREAS, the City of Petaluma and the Agency agree to amend the Agreement for a ninth time to adjust the compensation to the AGENCY by the CITY from \$5.95/ton to \$4.85/ton and to extend the term of the agreement through June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Agency hereby approves the Ninth Amendment to the Agreement for AB 939 and Household Hazardous Waste Facility Services with the City of Petaluma.

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: December 17, 2014

Sally Evans,
Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: **4.4**
Cost Center: **HHW**
Staff Contact: **Steinman**
Agenda Date: **12/17/2014**

ITEM: **Assignment of MOU with County of Sonoma for E-waste Management Services**

I. BACKGROUND

The SCWMA assumes management responsibilities for electronic waste (E-waste), as E-waste is a household hazardous waste. E-waste is currently collected at the Central Disposal Site and at all the County Transfer Stations (Annapolis, Healdsburg, Guerneville and Sonoma). The E-waste is transported from the transfer stations and consolidated at the Central Disposal Site for packing and loading through a contract between the County of Sonoma and a reuse and recycling contractor, West Coast Metals. The SCWMA has a separate Contract with an E-waste recycler for transportation and recycling of the E-waste collected at the Central Disposal Site.

There is a Memorandum of Understanding (MOU) between the SCWMA and the County to utilize the County's reuse and recycling contractor to provide E-waste packing and loading services. The scope states that County agrees to accept, screen and log transactions for E-waste. Additionally, the County will provide for E-waste packing and loading services through a service provider. The Agency agrees to pay for said services from the service provider. There is no termination date with the MOU, and either party can opt out with a 60-day notice.

II. DISCUSSION

The County of Sonoma and Republic Services have entered into a Master Operating Agreement (MOA) for Operation of the Central Landfill and County Transfer Stations. Since Republic Services will be taking over operations at the sites where the E-waste operations occur, the County wishes to assign the current MOU for E-Waste Management Services from the County to Republic Services. The two proposed changes to the MOU are the requirement for Republic Services to indemnify the Agency for services provided in this MOU and an insurance requirement. Agency Counsel has reviewed the original MOU and determined that the indemnity and insurance requirements were sufficient for a MOU between cooperative public agencies, but recommends that third party service providers indemnify the Agency and meet the Agency's minimum insurance requirements for the service rendered.

III. FUNDING IMPACT

The County currently has a contract with West Coast Metals to provide the E-waste management services. The SCWMA paid West Coast Metals \$51,792 for E-waste management services in fiscal year 13/14. E-waste revenue from the SCWMA's contract with the E-waste Recycler, ECS Refining, for E-waste Transportation and Recycling is currently used to cover these costs. There is no expected funding impact to the SCWMA for assignment of this MOU.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Executive Director to take the appropriate steps to enable assignment of the MOU for E-Waste Management Services by the County of Sonoma to Republic Services.

V. ATTACHMENTS

2005 Resolution No: 2005-010

2005 Memorandum of Understanding for E-Waste Management Services
Resolution

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

ORIGINAL

RESOLUTION NO.: 2005-010

DATED: May 18, 2005

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE AGENCY AND THE COUNTY OF SONOMA CONCERNING E-WASTE MANAGEMENT SERVICES AT THE COUNTY OF SONOMA DISPOSAL SITES.

WEREAS, County accepts E-waste from the public at its disposal sites; and

WHEREAS, County contracts for Reuse and Recycling Operations services for the Central Disposal Site;
and

WHEREAS, E-waste will be managed at the Central Disposal Site recycling and reuse center; and

WHEREAS, County will contract with a service provider for E-waste management services as part of the Reuse and Recycling Operations agreement for the Central Disposal Site and require separate billing to the Agency;
and

WHEREAS, it is the Agency's responsibility to manage E-waste, as E-waste is a household hazardous waste; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") upon the terms and conditions set forth below.

NOW THEREFORE, BE IT RESOLVED that Agency hereby approves the terms of that certain Memorandum of Understand ("MOU") attached hereto as exhibit A and authorizes the Chair to execute such MOU on behalf of Agency.

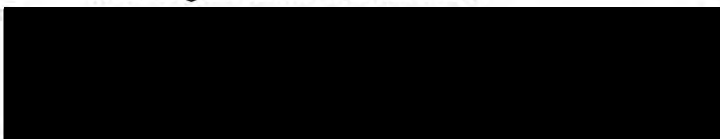
MEMBERS:

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

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

SO ORDERED.

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


Heather Jump, Clerk of the Sonoma County Waste Management Agency
of the State of California in and for the County of Sonoma

(4)

MEMORANDUM OF UNDERSTANDING
FOR E-WASTE MANAGEMENT SERVICES

This Memorandum of Understanding is made and entered into this 28th day of June, 2005, by and between the County of Sonoma ("County") and the Sonoma County Waste Management Agency ("Agency"). County and Agency are sometimes collectively referred to as the "parties" and singularly, a "party."

RECITALS

WHEREAS, County accepts E-waste from the public at its disposal sites; and

WHEREAS, County contracts for Reuse and Recycling Operations services for the Central Disposal Site; and

WHEREAS, E-waste will be managed at the Central Disposal Site Recycling and Reuse Center; and

WHEREAS, County shall contract with a service provider for E-waste management services as part of the Reuse and Recycling Operations agreement for the Central Disposal Site and require separate billing to the Agency for said services; and

WHEREAS, it is the Agency's responsibility to manage E-waste, as E-waste is a household hazardous waste; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") upon the terms and conditions set forth below.

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

AGREEMENT

1. Scope of Work. County shall, through a service agreement, provide Agency with E-waste management services described as follows:

1.1. Accept E-waste from Public. County shall accept E-waste from public at its disposal sites. County shall screen all incoming E-waste to assure it was generated within the State of California and conduct a register transaction for each unit received. County shall make transaction data available to Agency upon request.

1.2. Palletizing of E-waste. E-waste shall be palletized at each of the County's five disposal sites. The E-waste management service provider shall provide all necessary supplies and equipment to perform all necessary tasks. Services shall be performed as frequently as necessary to avoid interference with other disposal site operations.

DUPLICATE ORIGINAL

1.3. Loading and Transport Arrangements. The E-waste management service provider shall arrange for transportation of E-waste under Agency's current E-waste transportation and recycling service provider agreement. The E-waste management service provider shall load trucks as necessary.

1.4. Shipping Papers. The E-waste management service provider shall complete appropriate shipping papers for each shipment and provide appropriate copies and information to Agency.

1.5. Contracting Process. The Agency will be kept informed and provided opportunities to review and comment throughout the process of selecting and contracting for the services described in this MOU.

2. Payment Terms. E-waste service provider shall invoice Agency for E-waste management services, and Agency shall pay E-waste management service provider for such services upon submission of an invoice and appropriate documentation.

3. Indemnification. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

4. Term of Agreement. The term of this MOU shall remain in effect until such time that Agency determines that services as defined in this MOU are no longer necessary, or such time as County modifies services provided in a manner incompatible with providing services as identified in this MOU.

5. Termination Without Cause. Notwithstanding anything stated to the contrary herein, at any time and without cause, County or Agency shall have the right, in its sole discretion, to terminate this MOU by giving sixty (60) days written notice. In the event of such termination, Agency shall pay County or its E-waste management service provider for services satisfactorily rendered to the date of termination.

6. Miscellaneous Provisions.

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

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


6.3 Incorporation of Prior Agreements/Amendments. This MOU contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement of understanding pertaining to any such matter shall be effective. This MOU may be modified in writing only, signed by the parties in interest at the time of the modifications, and this sentence may not be modified or waived by any oral agreement.

6.4 Construction of MOU. To the extent allowed by law, the provisions in this MOU shall be construed and given effect in manner that avoids any violation of statute, regulation or law. County and Agency agree that in the event any provision in this MOU is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this MOU.


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

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year first written above.

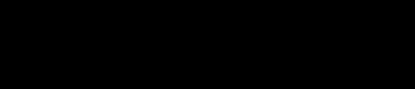
COUNTY: COUNTY OF SONOMA

By: 
Chair
Board of Supervisors

AGENCY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 
Chair
Sonoma County Waste Management
Agency

ATTEST:


EEVE T. LEWIS, County Clerk
And ex-officio Clerk of the
Board of Supervisors

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO SUBSTANCE:

By: 
Director

Date: May 19, 2005

RESOLUTION NO.: 2014-

DATED: December 17, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (AGENCY) AGREEING
TO ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING FOR E-WASTE MANAGEMENT
SERVICES BY COUNTY OF SONOMA AND AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE THE
MODIFIED ASSIGNED MEMORANDUM OF UNDERSTANDING WITH ASSIGNEE

WHEREAS, the Agency approved Resolution 2005-010 approving the Memorandum of Understanding between the Agency and the County of Sonoma Concerning E-Waste Management Services at the County of Sonoma Disposal Sites (MOU) on May 18, 2005; and

WHEREAS, the County of Sonoma (County) had entered into a certain Master Operations Agreement with Republic Services, Inc. for operations of certain County-owned disposal sites; and

WHEREAS, the County wishes to assign its rights and responsibilities in this MOU to Republic Services, Inc.; and

WHEREAS, the AGENCY has different insurance and indemnification requirements for a private vendor than were needed with the County, necessitating a modification to the MOU.

NOW, THEREFORE BE IT RESOLVED that the Sonoma County Waste Management Agency Board of Directors hereby agrees to the County's request for assignment of its rights and responsibilities of this MOU and authorizes the Executive Director to execute the modified assigned MOU with the assignee, Republic Services, Inc.

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: December 17, 2014

Sally Evans,
Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: 4.5
Cost Center: HHW
Staff Contact: Steinman
Agenda Date: 12/17/2014

ITEM: **Assignment of MOU with County of Sonoma for Load Checking Services**

I. BACKGROUND

Hazardous materials, as defined by California law and regulations, may not be disposed of in Class III landfills. The SCWMA assumes management responsibilities for household hazardous waste. A Hazardous Waste Load Checking Program is currently in place at the Central Disposal Site and at all the County Transfer Stations (Annapolis, Healdsburg, Guerneville and Sonoma) to prevent hazardous waste from being disposed of with landfill waste. If Hazardous waste is found in loads, the waste is removed and moved to temporary hazardous waste storage areas at each site.

There is a Memorandum of Understanding (MOU) between the SCWMA and the County for Load Checking Services. The scope states that the SCWMA shall, through the Contractor Agreement, provide County with load checking services. The SCWMA's Household Hazardous Waste Contractor, Clean Harbors Environmental Services, Inc. collects the hazardous wastes from each site, where a Hazardous Waste Load Checking Program is being operated, at least every ninety (90) days, or more frequently if requested by County. The hazardous waste is brought to the Household Toxics Facility located at the Central Disposal Site. Load Checking Program costs are billed to the Sonoma County Department of Transportation and Public Works (Integrated Waste Division) separately from other billings to the SCWMA. Disposal of hazardous wastes collected from the Hazardous Waste Load Checking Program are charged at the rates set forth in the Agreement between the SCWMA and Clean Harbors Environmental Services, Inc.

II. DISCUSSION

The County of Sonoma and Republic Services have entered into a Master Operating Agreement (MOA) for Operation of the Central Landfill and County Transfer Stations. Since Republic Services will be taking over operations at the sites where the Load Checking operations occur, the County wishes to assign the current MOU for Load Checking Services from the County to Republic Services. The proposed changes to the current MOU include adding language to include the Annapolis Transfer Station Site, a requirement for Republic Services to indemnify the Agency for services provided in this MOU, and an insurance requirement. Agency Counsel has reviewed the original MOU and determined that the indemnity and insurance requirements were sufficient for a MOU between cooperative public agencies, but recommends that third party service providers indemnify the Agency and meet the Agency's minimum insurance requirements for the service rendered.

III. FUNDING IMPACT

The County is currently responsible for costs related to Load Checking Services. With Assignment of the MOU, these costs would be the responsibility of the County's Contractor. There is no

expected funding impact to the SCWMA for assignment of this MOU.

IV. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Executive Director to take the appropriate steps to enable assignment of the MOU for Load Checking Services by the County of Sonoma to Republic Services.

V. ATTACHMENTS

1996 Resolution No: 96-010

1996 Memorandum of Understanding for Load Checking Services
Resolution

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

RESOLUTION NO.: 96-010DATED: June 19, 1996

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY
 ("SONOMA") APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN
 THE AGENCY AND THE COUNTY OF SONOMA CONCERNING LOAD CHECKING
 SERVICES AT THE COUNTY DISPOSAL.

WHEREAS, Agency has contracted with a service provider ("Contractor") for household hazardous waste collection services and related services pursuant to that certain Agreement for Household Hazardous Waste Collection Services (the "Contractor Agreement"); and

WHEREAS, the Contractor Agreement requires Contractor to collect load checking wastes from the Central Landfill, Guerneville Transfer Station, Healdsburg Transfer Station, Sonoma Transfer Station, Occidental Transfer Station, and Anapolis Transfer Station, and to separately account for the cost of such services; and

WHEREAS, it is the County's responsibility to pay for such load checking services in connection with the County's operation and maintenance of the Central Landfill and the transfer stations; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") upon the terms and conditions set forth below.

NOW THEREFORE, BE IT RESOLVED that SONOMA hereby approves the terms of that certain Memorandum of Understanding ("MOU") attached hereto as exhibit A and authorizes the Chair to execute such MOU on behalf of the Agency.

MEMBERS:

<u>AYE</u> Cloverdale	<u>AYE</u> Cotati	<u>AYE</u> County	<u>AYE</u> Healdsburg	<u>AYE</u> Petaluma
<u>AYE</u> Rohnert Park	<u>AYE</u> Santa Rosa	<u>AYE</u> Sebastopol	<u>AYE</u> Sonoma	<u>AYE</u> Windsor

AYES -10- NOES -0- ABSENT -0- ABSTAIN -0-

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

ds\jpa\loadchck.res

Clerk of the Sonoma County Waste
 Management Agency of the State of California,
 in and for the County of Sonoma.

MEMORANDUM OF UNDERSTANDING
FOR LOAD CHECKING SERVICES

This Memorandum of Understanding is made and entered into this 25 day of June, 1996, by and between the County of Sonoma ("County") and the Sonoma County Waste Management Agency ("Agency"). County and Agency are sometimes collectively referred to as the "parties" and singularly, a "party."

RECITALS

WHEREAS, Agency has contracted with a service provider ("Contractor") for household hazardous waste collection services and related services pursuant to that certain Agreement for Household Hazardous Waste Collection Services (the "Contractor Agreement"); and

WHEREAS, the Contractor Agreement requires Contractor to collect load checking wastes from the Central Landfill, Guerneville Transfer Station, Healdsburg Transfer Station, and Sonoma Transfer Station and to separately account for the cost of such services; and

WHEREAS, it is the County's responsibility to pay for such load checking services in connection with the County's operation and maintenance of the Central Landfill and the transfer stations; and

WHEREAS, the parties desire to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") upon the terms and conditions set forth below.

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

AGREEMENT

1. Scope of Work. Agency shall, through the Contractor Agreement, provide County with the load checking services described as follows:

1.1 Collection of Load Checking Waste. Load checking waste shall be collected from the Central Landfill, Guerneville Transfer Station, Healdsburg Transfer Station, and Sonoma Transfer Station.

1.2 Manifesting and Reporting. All load checking waste shall be efficiently and adequately manifested to comply with, and satisfy requirement of, the California EPA, the U.S. Department of Transportation, the U.S. EPA and the permitted disposal facilities receiving the waste by the Contractor. County agrees to sign all manifests from load checking, upon review of their conformity with all federal and state rules and regulations prior to shipment. Bills of lading

will be used when appropriate. Specific inventory of contents for each labpacked drum and a count of containers will be provided to County.

Load check wastes shall be reported and costed separately. The County is responsible for the load check waste and the cost for disposal. Collection of load checking waste shall coincide with each household hazardous waste collection event or every ninety (90) days, whichever is less.

2. Payment Terms. County shall pay Contractor for such services upon Contractor's submission of an invoice.

3. Indemnification. Agency shall indemnify, defend and hold harmless County from and against all loss, damage or liability arising out of the claims of third persons for tortious acts or omissions of Agency, its agents and employees arising out of or in connection with the performance of Agency hereunder. County shall indemnify, defend and hold harmless Agency, its officers, agents and employees from and against loss, damage or liability arising out of claims of third persons for tortious acts or omissions of County, its agents and employees arising out of or in connection with the performance of County hereunder.

4. Term of Agreement. The term of this MOU shall remain in effect until such time that Agency determines that a Contractor Agreement for Household Hazardous Waste Collection Services is no longer necessary.

5. Termination Without Cause. Notwithstanding anything stated to the contrary herein, at any time and without cause, County shall have the right, in its sole discretion, to terminate this MOU by giving fourteen (14) days written notice to Agency. In the event of such termination, County shall pay Agency or its Contractor for household hazardous waste collection services satisfactorily rendered to the date of termination.

6. Miscellaneous Provisions.

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

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

6.3 Incorporation of Prior Agreements/Amendments. This MOU contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement of understanding pertaining to any such matter shall be effective. This MOU may be modified in writing only, signed by the parties in interest at the time of the modifications, and this sentence may not be modified or waived by any oral agreement.

6.4 Construction of MOU. To the extent allowed by law, the provisions in this MOU shall be construed and given effect in manner that avoids any violation of statute, regulation or law. County and Agency agree that in the event any provision in this MOU is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision in this MOU.

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

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the day and year first written above.

COUNTY: COUNTY OF SONOMA

By: 

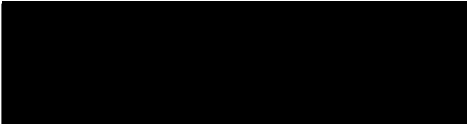
AGENCY: SONOMA COUNTY WASTE
MANAGEMENT AGENCY

By: 

Chair

Sonoma County Waste Management Agency

ATTEST:


EEVE T. LEWIS, County Clerk
and ex-officio Clerk of the
Board of Supervisors

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO SUBSTANCE:

By: 

Director

Date: 6/19/96

RESOLUTION NO.: 2014-

DATED: December 17, 2014

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (AGENCY) AGREEING
TO ASSIGNMENT OF MEMORANDUM OF UNDERSTANDING FOR LOAD CHECKING SERVICES AND
AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE THE MODIFIED ASSIGNED MEMORANDUM OF
UNDERSTANDING WITH ASSIGNEE

WHEREAS, the Agency approved Resolution 96-010 approving the Memorandum of Understanding between the Agency and the County of Sonoma Concerning Load Checking Service at the County Disposal (MOU) on June 25, 1996; and

WHEREAS, the County of Sonoma (County) had entered into a certain Master Operations Agreement with Republic Services, Inc. for operations of certain County-owned disposal sites; and

WHEREAS, the County wishes to assign its rights and responsibilities in this MOU to Republic Services, Inc.; and

WHEREAS, the Agency has different insurance and indemnification requirements for a private vendor than were needed with the County, and wishes to include the Annapolis Transfer Station as a load checking location, necessitating a modification to the MOU.

NOW, THEREFORE BE IT RESOLVED that the Sonoma County Waste Management Agency Board of Directors hereby agrees to the County's request for assignment of its rights and responsibilities of this MOU and authorizes the Executive Director to execute the modified assigned MOU with the assignee, Republic Services, Inc.

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: December 17, 2014

Sally Evans,
Clerk of the Sonoma County Waste Management Agency
Agency of the State of California in and for the
County of Sonoma



Agenda Item #: **7.1.a**
Agenda Date: **12/17/2014**

ITEM: **Outreach Calendar December 2014-January 2015**

December 2014 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
2	4 – 8 PM	Community Toxics Collection Event, Santa Rosa, SE
9	4 – 8 PM	Community Toxics Collection Event, Kenwood
16	4 – 8 PM	Community Toxics Collection Event, Santa Rosa, NW

January 2015 Outreach Events

<u>Day</u>	<u>Time</u>	<u>Event</u>
6	4 – 8 PM	Community Toxics Collection Event, Sebastopol
10	8 AM – 4 PM	E-waste Recycling collection event, Wells Fargo Center for the Arts, Santa Rosa
13	4 – 8 PM	Community Toxics Collection Event, Cloverdale
20	4 – 8 PM	Community Toxics Collection Event, Sonoma
23	9 – 10AM	Presentation on Biochar: Role in Agriculture at Martinelli Vineyards, Sonoma Compost
27	4 – 8 PM	Community Toxics Collection Event, Oakmont
31	8 AM – 4 PM	E-waste Recycling collection event, Central Facility Parking Lot, Oakmont



December 4, 2014

Mr. Ken Decio
Senior Integrated Waste Management Specialist
Department of Resources Recycling and Recovery
1001 I Street, PO Box 4025
Sacramento, CA 95812-4025
Fax: (916) 319-7244, Email: compost.transfer.regs@calrecycle.ca.gov

Transmitted Electronically

Dear Mr. Decio:

Reference: CalRecycle Draft Regulatory Revisions to Title 14 and 27 Regarding Compostable Materials Handling and Transfer/Processing

Dear Mr. Decio,

The Sonoma County Waste Management Agency (SCWMA), a Joint Powers authority formed in 1992, is the Joint Powers Authority of the nine incorporated Cities and the County of Sonoma. The parties to the joint powers agreement are:

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

The mission of SCWMA is to increase and promote waste diversion required by State law AB939. The Agency's programs include household hazardous waste, composting, wood waste recycling, regional solid waste planning and reporting, and education.

For over 20 years, SCWMA has been engaged in the production of compost and other recycled organic products as the solid waste permit holder for an organics composting facility that processes nearly 100,000 tons of material annually; the Sonoma Compost Company is our very capable contract operator of our facility. Recent waste characterizations studies done examining our region's waste stream indicate that at least 60,000 additional tons of organic waste materials can readily be diverted from landfill burial. To accommodate this additional amount of material for composting, SCWMA has been actively working to site, permit, construct, and operate a new compost facility capable of handling 200,000 tons per year.

SCWMA appreciates the opportunity to comment on CalRecycle's proposed Title 14 and 27 revisions regarding Compostable Materials Handling and Transfer/Processing Regulations. We commend and support CalRecycle in its efforts to update the existing regulations regarding compostable materials and transfer/processing facilities in order to address the changing nature of organic waste handling throughout California, as well as safely enable the needed growth in diversion of this waste stream to meet the 75% Initiative, Strategic Directive 6.1, and other sustainability goals of the state.

Page 1 of 3

Mr. Ken Decio, Senior Integrated Waste Management Specialist
Comments for the CalRecycle Draft Composting Regulatory Revisions

SCWMA looks forward to improvements to the proposed regulations which allow for continued industry growth, provide a level playing field with competitive operations, and set standards that are reachable, yet still provide reasonable protection of the public health, safety, and the environment. Given the expectation of tremendous industry investment, including ours via building a new modern facility, to meet the imminent policy mandates to be implemented over the next few years, we are hopeful that enhanced enforcement mechanisms can be developed and employed that will keep the composting industry thriving, make our efforts worthwhile, and provide the best possible service to our citizens.

We believe that the currently-proposed physical contamination limits are unjustified, unachievable (given materials collection methods, current and foreseeable compost market conditions, and available technology), and will cause significant harm to the financial health of composters statewide. These limits will be stifling industry growth at one of the more critical points in compost history, when multiple policy directives point to approximately 10 million tons of organics being removed from landfills over the next decade. This is organic material that is likely to take years of concerted outreach, education, and processing and technology improvements to clean up. The diversion of additional organics will tremendously increase the demands on organics processing and composting companies to provide service.

While we would prefer that CalRecycle continue to allow market forces to dictate the level of acceptable physical contaminants, we are supportive of a phased-in standard that allows time for jurisdictions and operators to adjust to the significant potential cost increases you have projected in your economic analysis. Specifically, while we agree that a 0.1% limit on physical contaminants may be achievable for green waste material, we do not believe that a limit below 0.5% can be met consistently, especially considering the increasing levels of food waste that are used as feedstock. For example, the majority of the 60,000 tons annually of additional compostable materials for our new facility (mentioned previously), is going to be food waste.

While direct land application of organic raw materials with a 0.1% contaminant maximum standard may seem appropriate, that must be compared to the situation at a compost facility where the feedstock volume will shrink approximately 50% during processing, leaving the operator with finished compost that could actually have a 0.2% contaminant rate; it is likely that material would then not be marketable. Furthermore, while compost in agronomic uses is applied 1/30 – 1/6 of an inch (equivalent to 2-10 tons per acre), application rates for direct land application have been 1-2 feet, up to 720 times as high. Explicitly, this means that up to 720 times the volume of contaminants may be applied to the field in one direct land application compared to the contaminants from compost applications.

We are fully supportive of the current language related to land application, with some clarification. Land application continues to undermine potential feedstock sources for the organics processing industry, while increasing the potential for spreading pathogens, physical contamination, and invasive pests throughout the state.

SCWMA has a long-standing commitment to composting and organics recycling. The environmental benefits of compost are well-known and wide ranging with respect to soil health, water quality and quantity, and greenhouse gas reductions. We look forward to the adoption of sensible regulations that will allow our compost facility to continue providing these beneficial services to our SCWMA member jurisdictions and their constituents. We support the structure that is proposed by the California Compost Coalition whereby in 2020 clean green facilities will meet the 0.1% contaminant limit, and mixed materials 0.5% contaminant limits. Please note as comparison that Caltrans just adopted a 0.5% contaminant spec for their materials which would create uniformity amongst agencies and regulations.

December 4, 2014

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Mr. Ken Decio, Senior Integrated Waste Management Specialist
Comments for the CalRecycle Draft Composting Regulatory Revisions

Not currently earmarked for revision is the 1% contamination limit for clean green facilities. In order to maximize diversion of organics throughout California SCWMA recommends that this requirement get clarified and revised so that the 1.0% standard is measured and applied after contaminant removal processes at the compost facility but before the material is being processed (grinding then composting). Because much of the inbound waste organic materials are collected by dedicated green waste collection truck routes, the materials cannot effectively be screened and sorted until immediately after delivery to a processing facility. There is no practical means to control or remove contaminants as part of the collection process. Applying the contaminant standard after initial cleaning is practical, cost effective, yet still ensures that contamination of finished products are to an acceptable standard.

SCWMA appreciates the opportunity to comment on these critical regulations.

Sincerely,



Henry J. Mikus
Executive Director
Sonoma County Waste Management Agency

Copies: SCWMA Board
Sonoma Compost Company