

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY (aka ZERO WASTE MARIN)

Board of Directors Meeting
Thursday, June 16, 2022, 10:00 a.m.

In-Person: 240 Tamal Vista Blvd. Suite 108 Corte Madera. Online: Participation Instructions - Next Page

AGENDA

Call to Order

1. Open Time for Public Comment. (Information Only) 5 Minutes

Consent Calendar (Action) 2 Minutes

2. JPA Board Meeting Minutes from May 19, 2022. (Action)
3. Proposed Resolution No. 2022-01 Making Findings and Determinations Under AB 361 Regarding Virtual Meetings (Action)
4. Receive and File Fiscal Year 2020-21 Audit (Action)

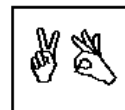
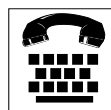
Regular Agenda

5. Presentation from Marin Biomass Group (Action) 10 Minutes
6. Adopt Proposed FY 22-23 Budget and Associated Proposed Resolution No. 2022-02 Regarding Hauler and Facility Assessments. (Action) 15 Minutes
7. Review and Approve Compliance Reimbursement Program Payments. (Action) 5 Minutes
8. Review and Approve Newly Combined "Zero Waste Reimbursement Program" (Action) 5 Minutes
9. Update from Zero Waste Plan Update Subcommittee on Executive Director Recruitment. (Information) 10 Minutes
10. Delegate Signature Authority for Certain Contracts to Executive Director (Action) 5 Minutes
11. Adjournment.

The next JPA Board Meeting is scheduled for July 21, 2022.

- **Agendas & staff reports also available at: <http://zerowastemarin.org/Agenda>**

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Contact the County's Waste Management Division, at (415) 473-6530 for more information

Special Instructions on Public Participation

The public can participate in this Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar on June 16, 2022 from 10:00 – 11:00 am.

Zoom Meeting:

Please click the link below to join the webinar:

Thursday, June 16, 2022
10:00 A.M. – Hybrid Format
In-Person: 240 Tamal Vista Blvd, Suite 108
Virtual: <https://us06web.zoom.us/j/93575341034>

Or One tap mobile :

US: +14086380968,,93575341034# or +16699006833,,93575341034#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 408 638 0968 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 646 876 9923 or +1 301 715 8592

Webinar ID: 935 7534 1034

International numbers available: <https://us06web.zoom.us/j/93575341034>

During the Meeting, select the Raise Hand icon during the public comment time and you will be added to the queue and unmuted when it is your turn.

*If you are "Calling In," press *9 during the public comment time and you will be added to the queue and unmuted when it is your turn. (Press *67 before dialing if you want to hide your phone number.)*

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere Date: June 16, 2022

Corte Madera To: JPA Board of Directors

 From: Berenice Davidson, Interim Executive Director

County of Marin Re: Open Time for Public Comment

Fairfax The public is welcome to address the Board of Directors at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to discuss or act on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda.

Larkspur

Mill Valley

Novato **Recommendation**

Ross Receive public comment. Information Only.

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San Anselmo

San Rafael

Sausalito

Tiburon

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Board of Directors Meeting

Thursday, May 19, 2022

11:30 A.M. - 1:00 P.M

In-Person: 240 Tamal Vista Boulevard, Suite 108

Online: via Zoom

Hybrid Format

MEMBERS PRESENT

Heather Abrams

Cristine Alilovich, (Alt.) San Rafael

Greg Chanis, Tiburon

Todd Cusimano, Corte Madera

David Donery, San Anselmo

Dan Eilerman (Alt.), County of Marin

Craig Middleton, Belvedere

Alan Piombo, Mill Valley

Dan Schwarz, Larkspur

STAFF PRESENT

Steve Devine, Program Manager

Berenice Davidson, Interim Exec. Director

Casey Poldino, Senior Planner

OTHERS PRESENT

Jenna Brady, County Counsel

Belle Cole, Marin Biomass Study

Celia Furber, Recology Sonoma Marin

Chief Robert Sinnott, San Rafael Fire

MEMBERS ABSENT

Christa Johnson, Ross

Adam McGill, Novato

Chris Zepeda, Sausalito

Jim Schutz, San Rafael

1. Open Time for Public Comment

Belle Cole informed the group of the status of the Marin BioMass Project and requests the Board's assistance with filling the Zero Waste position on the project's steering committee. The Fiscal Agent appointed a project steering committee consisting of those who have orchestrated the project to date. She sent a letter to the Board with further details regarding the project and the duties of the group. The project has been awarded a \$500,000 grant to carry out a two-year biomass study and to create a biomass collaborative that will bring together public and private organizations needed to implement the study's recommendations. The study will analyze a wide range of existing and potential pathways for processing biomass and converting it into useful products in ways that are both economically sound and ecologically responsible. It will focus on practices and infrastructure that will make productive use of both the woody materials resulting from wildfire prevention activities and source separated and mixed organic materials generated from the built environment and landscape. She also had two requests, 1) she expressed urgency in filling the position on the steering committee with a member representing Zero Waste Marin and 2) she would like to set up a presentation from the Marin Biomass Study Project at the next Board meeting. She also wanted to acknowledge the helpful support they have received from Zero Waste Staff, Berenice Davidson, Liz Lewis, and Steve Devine.

2. Approval of the JPA Board Meeting Minutes from August 26, 2021

Motion: by Mr. Donery to approve the JPA Board Meeting Minutes from August 26, 2021. Second: by Mr. Eilerman. Abstentions: None. Vote: Unanimous.

Regular Agenda

3. Introduction of JPA Interim Executive Director Davidson

Ms. Davidson introduced herself to the group, stating that she has been with the County since 2001. She gave a brief personal background, stating that she is a long-time San Rafael resident with three children, and has a bachelor's degree in Civil Engineering from University of the Pacific, and has worked in Public Works for the last 20 years, as well as 7 years in the private sector. She was recently promoted to Assistant Director, overseeing Waste Management. She acknowledged that the Board has not been able to meet since August 2021 for various reasons and looks forward to working collaboratively with the group under the Board's leadership, as well as the implementation of the goals reflected in the study R3 Consulting generated last year. She expressed that she is very passionate about the mission of the JPA Board and Zero Waste Marin's initiatives. She thanked the Board for giving her the opportunity to work with them. Mr. Chanis thanked Ms. Davidson for her introduction and expressed that the Board is looking forward to working with her, as well.

4. Receive Presentation from San Rafael Fire Department on the Marin Household Hazardous Waste Annual Report

Mr. Devine made a brief introduction, and a refresher for current Board members, of the San Rafael Household Hazardous Waste (HHW) facility and its function and the significance of its role in toxic waste reduction in Marin. It diverted over 1,500,000 pounds of hazardous materials this year. It is the largest budget item for this public agency and the facility is well-loved by the community. He stated that their office has not received one single complaint about this operation in 10 years. For reference, the Novato Sanitary District also operates a similar HHW program for just its residents and businesses in the City of Novato. There are other HHW programs operated by this JPA, such as the Bulb and Battery Program at hardware stores in the community, the Sharps and Needles Program, and the Used Oil Recycling Payment Program. He stated that these three programs are not funded or operated in this specific program. He also mentioned he will be addressing the matter of the City of San Rafael transitioning out of its role in this program in items number six (6) and eight (8) on this agenda.

Chief Sinnott delivered the report prepared by David Catalinotto, who was the Program Coordinator for the San Rafael Fire Department and resigned in January, 2022. Mr. Catalinotto reported that it was another productive year, ending significantly under budget, despite the ongoing pandemic. The HHW facility has maintained its continuity of operations and is open five days a week. Facility staff added pandemic-related signage and adapted to PPE supply chain challenges by shifting from disposal to re-usable suits. Two successful Toxic-Away Days were held: one in Bolinas and one in Pt. Reyes Station. Together, about 120 residents participated and 11,000 pounds of household hazardous waste was collected. Over the course of the year, over 30,000 residents participated in the HHW facility, collecting over 1.6 million pounds of household hazardous waste, a 6.1% increase from the previous year. The budget is summarized on page 3 and financially the

program concluded under budget. It obtained nearly \$99,000 in outside funding. San Rafael Fire Department organized two separate West Marin events at a total expense of just over \$26,000. Additional budget details are provided on pages four (4) and five (5). A waste analysis is provided on page six (6), with latex paint and paint-related materials consisting of the majority of the product collected. Destination methods are summarized on pages seven (7) and eight (8), which are similar to prior years. Only 1.3% of waste collected was landfilled. Residential participation is summarized on page nine (9) and data shows that residents from all over the service area used the facility. CESQG participation is summarized on page 10; business participation was mostly unchanged from prior years. In the future, adding online appointment scheduling to its website is planned. He concluded the report.

Mr. Devine thanked the Fire Department for their hard work and the team at Marin Resource Recovery led by Kathy Wall. He also stressed the importance of addressing the new waste streams, and the evolving toxicity of batteries in the environment, as Chief Sinnott mentioned, especially the safe handling of ion-lithium batteries which become flammable if they are punctured and cause havoc at recycling facilities.

Motion: by Mr. Eilerman to receive and file the 2020-21 Household Hazardous Waste Annual Report from the City of San Rafael Fire Department. Second: by Mr. Middleton. Abstentions: None. Vote: Unanimous.

5. Update on and Demonstration of “Recyclist” Reporting Software

Ms. Poldino introduced herself and Natalie Kiyasu, Account Executive, and Morgan Bachman, Implementation Manager, with Recyclist, who delivered their presentation on the SB 1383 reporting software, which included a demonstration. She iterated that the Board included funds in the current budget to contract with Recyclist. The cloud-based software is a tool that will help each jurisdiction that franchises solid waste within the County to track, upload and report on a myriad of data, including SB 1383 compliance. A jurisdiction training is scheduled for May 24, and a hauler training is scheduled for May 26.

Ms. Kiyasu and Ms. Bachman delivered the presentation. A Q&A session was held afterwards.

Ms. Alilovich thanked the presenters and asked about the relevance of the presentation to the Board, as she will not be using it, but staff would be. Ms. Poldino answered that Zero Waste staff procured the software this year for SB 1383 implementation and reporting, and she has been working with every city to see who will be responsible for their jurisdiction’s reporting requirements to the State. There is a primary and secondary contact for each city, special district and hauler for that information. Ms. Alilovich expressed concerns about enforcement regionally and feels that there should be a bigger conversation that needs to take place regarding enforcement County-wide. Mr. Chanis stated that there was another agenda item scheduled to talk about more specifically moving forward on enforcement and how they should proceed.

Mr. Schwarz expressed concerns regarding enforcement, in that he does not wish for his City Clerk or himself to become the “organics police.” He stated that collective discussion was not had regarding how to maximize their resources to utilize software

such as Recyclist. They left it up to every jurisdiction to sort it out, which counters the way Marin operates. He stated that meetings were held about sending out uniformed officers to police recycling, and he has no intention of doing that. He expressed many other concerns about who will be taking on the role of reporting and enforcement in each of all 21 of the jurisdictions. However, he does support the software.

Mr. Eilerman agreed that having a conversation regarding the compliance portion will be helpful and expressed similar concerns regarding which staff enforcement will fall upon. He suggested a discussion regarding the issue could be had on another agenda item.

Ms. Abrams asked the group if they had discussed adding the enforcement piece to the JPA budget. Mr. Chanis answered on behalf of the group and stated that he did believe the group had discussed it.

Ms. Davidson added that when the County adopted the ordinance to comply with SB 1383, they did not identify the process for enforcement because it does not go into effect until January 2024. The intent of the County is to have these discussions with Environmental Health Services, who are the staff that visits these facilities on a regular basis. They are going to identify a way that works with enforcement, and she agreed with the comments expressed. She addressed Ms. Alilovich's comments in that she believed this discussion is suited for this forum, because it is the JPA who will be deciding who is going to be the enforcement staff once the process is identified. Zero Waste staff will present the recommendations of processes. She sees the recommendation as a two-phase process, the first phase the data collection and identifying what it is that each jurisdiction needs to do, and the second phase will be the enforcement component.

Mr. Schwarz answered Ms. Abrams's question, and explained that in his experience with hauling, until these two recent pieces of legislation, you could work with your hauler to comply. He felt this has shifted now to where they are going to punish the jurisdictions, which is leading to confusion for them. Bigger cities have specific staff as a liaison with the hauler, but he expressed that the smaller cities in Marin do not have the resources for that. He expressed concerns about CalRecycle coming down heavy on the jurisdictions regarding compliance deadlines.

Ms. Alilovich added to Mr. Schwarz's comments that the path forward suggested by Zero Waste staff lacks the urgency based on what the jurisdictions need based on the pressure they are receiving from CalRecycle.

Mr. Schwarz also expressed concerns that CalRecycle recommended sending out uniformed officers for enforcement, because the penalties are going to be so high.

Mr. Donery suggested reaching out to Sonoma County to see what type of model they are using to handle enforcement of SB 1383.

Mr. Chanis suggested setting up a special meeting in early June, prior to the next JPA meeting on June 16 to focus specifically on this topic and review gathered information. The group agreed to discuss the topic on the next JPA meeting on June 16, due to time constraints.

Mr. Eilerman echoed Mr. Donery's suggestion and asked if it was possible to bring in Sonoma County and add them as an item to the June 16 agenda.

Ms. Brady with County Counsel shared that she has monthly calls with all the other counties regarding SB 1383 compliance. She is in direct contact with Sonoma County, and she is happy to contact them to ask them how they are handling enforcement, and how other counties are handling it regionally. She stated that Sonoma County is very different, and she believes they have one centralized contract for waste haulers, but she will confirm. The only other county that has special districts and other unique nuances is Contra Costa County. She will look into seeing how they are handling it, as well.

Mr. Piombo stated that his agency is in a similar position as Ms. Alilovich's, and is having the same issues, such as SB 1383 falling on their Sustainability Manager and budgeting issues.

Mr. Chanis stated he is happy to work with Zero Waste Marin staff to have this item on the June 16 agenda.

Mr. Schwarz suggested to Zero Waste staff to send out an email explaining who would be best served to attend the software training sometime next week.

Public comment:

Celia Furber, Waste Zero Manager from Recology Sonoma Marin, shared how Sonoma County is handling the reporting and other obligations for SB 1383. They entered into an MOU with each jurisdiction that covered what responsibilities they would take on, including reporting on behalf of all the jurisdictions in Sonoma County. Recology separately entered into a franchise amendment with each of their jurisdictions in Sonoma County. Within those franchise amendments, they are agreeing to do the route auditing component (lid-flipping) of SB1383 and they will escalate any non-compliance issues to Zero Waste Sonoma for further enforcement. She states that though this process is very new to everyone, this current system is working well. Leslie Lukacs, Executive Director, and Xinci Tan, staff person responsible for SB 1383, are the contacts with Zero Waste Sonoma.

6. Update on Executive Director Recruitment and Other Matters

Ms. Davidson delivered the update on the Executive Director recruitment, stating that in the staff report there is a copy of the County's existing Planning Manager job classification, and it is staff recommendation that the JPA Board approve this new job classification to be the new full-time Executive Director, included in the draft budget under Item 8. If the Board approves, the next step for staff would be to submit it to the County Board of Supervisors for approval of this additional full-time position, budgeted by the JPA Board. The recruitment could begin as early as July. She then opened up the floor for questions from the Board members.

Mr. Schwarz asked if the County has similar situations with other organizations, where they provided a dedicated person. If so, how is it handled for the Board's input on accountability and performance? Will the person be at-will if the JPA Board is not satisfied with the performance?

Mr. Eilerman stated that in the past a subcommittee would be involved with the recruitment and selection, and the person would report to the JPA, but still be a County employee reporting to the Director of Public Works. It would be up to the JPA Board to decide, say, six to eight months later if it's not working out, and they would discuss with the County regarding possible re-assignment.

Mr. Schwarz expressed that he would like the person chosen to be in a fair employment position and that it be clear to them what would constitute failure to perform. He also asked what would happen if the JPA Board is not in agreement with the Director of Public Works regarding their decision to terminate the Executive Director.

Mr. Eilerman stated that this question gets to the root issues, and he invited any other subcommittee members to address Mr. Schwarz's question. He also stated that at the end of the day, the County is willing and excited to be supporting the JPA's mission. He pointed out that the difference in the situation is that the JPA Board will have input in the selection of this employee. It will be an at-will position with the Director of Public Works, not with the JPA Board. His recollection in past situations is that the subcommittee was comfortable with this arrangement, and it was their decision to go this route, rather than subcontract the position.

Mr. Chanis echoed Mr. Eilerman but recalled there was a time in early 2021 where there was a real possibility that the JPA would not continue to work with the County, and one of the options was to figure out another model. It was a clear consensus that it made more sense to continue to work with the County, and the County has been clear to the subcommittee that this arrangement was predicated on the fact that they were going to be County employees and to the extent possible, the JPA Board would have input on the hiring of the Executive Director, and if there was an issue with the employee, the County would work with the JPA.

Mr. Donery asked if the County would be willing to have an annual evaluation similar to what the JPA Board does in closed session and pass the information along to the County and Public Works Director for consideration.

Mr. Eilerman answered Mr. Donery, stating that that would be fair and the comments would be added to the County employee's annual evaluation.

Mr. Schwarz added that a good parallel is Central Marin's Police Chief, whose position is in a similar arrangement, but the Police Council does hold the decision whether the City will keep them or not.

Ms. Davidson pointed out that their Public Works Director, Rosemarie Gaglione, specified that this was the direction she was given, and that Public Works would work directly with the JPA Board on input and drafting the employee's evaluation.

Ms. Alilovich commented that pre-COVID the JPA Board members convened and agreed that the goal of this JPA was to be zero waste by 2025, and members agreed that it was going to be difficult to reach this goal. In turn, they engaged R3 Consulting to perform a feasibility study, and weighed their options from there. She expressed her frustration that they still do not have an Executive Director in place, yet she understood the impact that COVID has had on everyone. She was

concerned that the position classification of Planning Manager will not fulfill the needs of the Executive Director position. She was concerned that there will not be a strong pull of candidates without the right type of recruiter on board.

Mr. Chanis shared Ms. Alilovich's concerns.

Mr. Eilerman shared that the development of this job description, which was done internally with County Human Resources (HR) was based, in part, on the recent Zero Waste Sonoma hiring of an Executive Director which he believes had a lower salary than this one. There were some internal Human Resources classification concerns about making it a \$200,000 Executive Director position. This is the way HR planned it according to its recommendations.

Ms. Davidson addressed some of Ms. Alilovich's comments, stating that the County had a contractor review the position specifications, and as she mentioned, this is an existing job classification and should the JPA Board adopt the budget, they will move forward with advertising this position. She clarified that there is language in the posting that specifies the needs of this Board that will be shared before it goes out for recruitment. The Board would have the opportunity for input on the description of the needs of the position, and it will not be advertised as it is shown on the staff report. As far as the possibility of a higher classification, she shared that that would be an item she would need to take back to management and come back to the Board with the result.

Mr. Schwarz shared his concern with the position being mid-level management.. He stated that it would be important for this person to have acumen. This person would clearly need to understand that their successes and failures will be based on the votes of this Board.

Mr. Eilerman added that he believes these are traits that the County will be able to evaluate as part of the interview panel, with whoever would like to be part of that subcommittee panel. He stated that they could possibly create a "one-off" classification, but it will still need to fit within the structure of the County's classification system. This is where they will need to rely on their Human Resources department to evaluate. This is something that could also be discussed at the subcommittee level. He echoed Ms. Davidson's description of the classification, which he believes is very comparable with Sonoma County.

Ms. Alilovich shared a potential alternative to look into what other comparable agencies are paying for a Planning Manager, and what their job descriptions are. She feared that if they approve the position today, they will not receive the candidate pool that they wish to see. She is willing to be part of the subcommittee to oversee the job description and work directly with the recruiter, who would have a clear understanding of the current job market and the target audience, as it is a unique role.

Mr. Chanis shared Ms. Alilovich's concerns.

Mr. Cusimano stated that he agrees with Ms. Alilovich and Mr. Chanis in both of the comments. For Mr. Eilerman, if they went with this position, and if it was within the classification, would the County consider a salary survey outside of Marin and

Sonoma for other Executive Directors doing similar roles, would the County consider an incentive pay or other adjustments for working out of class of this particular position taking on Executive Director responsibilities within the County pay scale?

Mr. Eilerman responded stating that that was a hard question for him to answer because he is not the HR Director for the County. All he could say is they reviewed the classification, using the example of Sonoma County. They looked at the County's classification system, and they came up with a classification they recommend for the role. He stated he would consider it, but the County's HR classification division would have to be a part of that equation. He stated that he believes the Board would need to decide today and move forward from there. He suggested to the Board members to move forward with what they have and see what kind of candidates it draws before they scuttle it. He stressed that the County is unable to create a position of Executive Director for this agency that pays \$50-, \$40-, or \$30,000 more than what their Human Resources says is a comparable classification, because that will bring a lot of internal problems within the County.

Ms. Alilovich floated the idea of having the position classified as an Assistant Director.

Mr. Chanis shared that if it was classified as an Assistant Director, it could potentially encompass more responsibilities and it would not fit there. He stated that he did have some concern that the salary was on the low side, but they are partnering with the County on this and they do need to fit within their classification system.

Mr. Eilerman suggested that the subcommittee meet prior to making the decision to move forward on a vote.

Mr. Schwarz requested per Mr. Eilerman's statement that since the position needs to fit into the County's classification system, to have HR explain how they drew the conclusion that it's not more akin to that.

The item has been tabled to the June 16 meeting.

In reference to other matters on Item 6, Ms. Davidson wished to acknowledge the termination notice that the County received from the City of San Rafael intending not to continue providing staff to the Marin HHW program, and the County is looking into transitioning that back to their staff. This is reflected on the proposed budget for the transition and taking on that role in the next fiscal year and the City of San Rafael has expressed that they are committed to continuing the program for fiscal year 22/23. If the County is ready to take it on earlier, they would, but the budget reflects some transition period.

7. Item Removed from Agenda

8. Draft Proposed FY 22-23 Budget

Mr. Devine presented the draft proposed budget and then opened up the floor for questions from the Board members.

Mr. Schwarz asked if the Executive Director position is at the top of its step, to which Mr. Eilerman replied yes.

Ms. Alilovich asked if there are funds allocated in the proposed budget for Spanish language interpretation, translation and outreach. Mr. Devine replied that it is included in the advertising and outreach contract in the Zero Waste fund. She also asked if there is more funding, perhaps from R3 Consulting, for more SB 1383 analysis.

Ms. Abrams asked if the Local Task Force (LTF) is envisioned in the proposed budget. Mr. Devine replied that the LTF has not met at all during the COVID pandemic. He stated there is some mention of it in the organizational assessment. The group met many times more in the past than the JPA Board met. He mentioned that the group did struggle to provide recommendations to the Board. He does not see there being any more LTF meetings until there is clear direction from the Board. He does not see them being in a position to hold any further LTF meetings with the current staff.

The Board directed to restore \$100,000 of funding to hire consulting contractors to assist with SB 1383, with no other changes to the proposed budget. Bring budget back for approval at the June meeting.

Motion: N/A to approve the draft, proposed FY 22-23 Budget. Second: N/A

9. Adjournment

Next meeting scheduled for June 16, 2022.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes:

Abstentions:

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere

Date: June 16, 2022

Corte Madera

To: JPA Board of Directors

County of Marin

From: Staff

Fairfax

Re: Proposed Resolution No. 2022-01 Making Findings and Determinations Under AB 361 Regarding Virtual Meetings

Larkspur

Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means, including suspending requirements set forth in the Brown Act for teleconferencing contained in Government Code Section 54953(b)(3). This can allow for meetings to be conducted by Zoom with Board members, staff, and the public all joining from remote locations.

Mill Valley

Novato

Ross

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21, which continued to allow for complete virtual meetings until September 30, 2021.

San Anselmo

San Rafael

On September 16, 2021, the Governor signed AB 361, which allows legislative bodies to meet virtually provided there is a state of emergency declared by the Governor, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that it would present imminent risks to the health and safety of attendees. As a result, if the Authority desires to have virtual meetings going forward it must do so consistent with the requirements of AB 361.

Sausalito

Tiburon

AB 361 preserves many of the provisions of the earlier executive orders, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference and must leave open the opportunity for public comment until the comment period for a given item is closed during the ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation. This agency already complies with this requirement, so it presents no change to our current practice.
2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agenda until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Board must make findings that (a) state or local officials recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. State officials at Cal-OSHA have, through the adoption of certain regulations, recommend measures to promote social distancing throughout the State.

The attached, proposed Resolution makes the necessary findings for the Board, which is subject to the Brown Act, to conduct virtual meetings for the time being. As the Board meets somewhat irregularly, the Board will need to adopt a similar resolution at each meeting if it desires to continue to have the flexibility to conduct virtual/hybrid meetings. Staff will return to the Board with a resolution every meeting to allow for the continuance of virtual meetings for so long as the Board and staff believes that virtual meetings are necessary.

It is important to note that AB 361 does not require the Authority to continue with virtual meetings, but simply gives the Board that option. If at any time the Board desires to return to in person meetings, the Board can agendaize that topic for discussion and direct staff to initiate the transition back to in-person or hybrid meetings. However, at this time, Board staff is recommending adoption of the resolution to allow the Board to continue meetings to be held remotely in order to ensure social distancing consistent with the recommendations of state and local officials.

RECOMMENDATION

Adopt a Motion adopting Resolution No. 2022-01, making findings and determinations under AB 361 for the conduct of virtual meetings.

Attachment:

1. Proposed Resolution No. 2022-01

Staff requests that the chair please confirm the vote by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

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6/9/2022 2:24 PM*

RESOLUTION # 2022-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY MAKING FINDINGS THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF THE PUBLIC

WHEREAS, the Marin County Hazardous and Solid Waste Management Joint Powers Authority (the "Authority") is committed to preserving and nurturing public access and participation in meetings of the Board of Directors, its Executive Committee and Local Task Force; and

WHEREAS, all meetings of the Authority's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Authority's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all Authority meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code

Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the Authority cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

WHEREAS, because of the continuing threat of COVID-19 to the community, the Authority is concerned about the health and safety of attendees, the Authority's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. Authority Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 16th day of June 2022.

AYES: _____

NOES: _____

ABSENT: _____

Chair: Greg Chanis

Attest by : _____

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere Date: June 16, 2022

Corte Madera To: JPA Board Members

County of Marin From: Casey Poldino, Senior Planner

Fairfax Re: Audit and Financial Statements for Year Ending June 30, 2021

Larkspur Attached is a transmittal letter from Maher Accountancy to the Marin County Hazardous and Solid Waste Joint Powers Authority Board of Directors dated May 3, 2022 regarding the annual audit for the Fiscal Year ending June 30, 2021.

Mill Valley A representative from Maher Accounting will be at this meeting to address any questions.

Novato **RECOMMENDATION**

Ross Adopt a Motion to receive and file the attached Financial Statement and Auditor's Report for the year ending June 30, 2021.

San Anselmo Attachments:

San Rafael 1. Independent Auditors' General Communication to Board dated May 3, 2022 from Maher Accountancy.

Sausalito 2. Financial Statements and Auditors' Report Year Ended June 30, 2021 from Maher Accountancy.

Tiburon 3. Internal Control Memo Dated May 3, 2022 from Maher Accountancy.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____



Independent Auditors' General Communication to Board

May 3, 2022

To the Board of Directors
Marin County Hazardous & Solid Waste Management Authority

We have audited the financial statements of the Marin County Hazardous & Solid Waste Management Authority for the year ended June 30, 2021, and have issued our report thereon May 3, 2022. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated October 28, 2021, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Marin County Hazardous & Solid Waste Management Authority are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no significant estimates used in preparing the financial statements.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit except that requested documentation was not available during the fall when audit procedures were planned.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Because the Authority's general ledger is maintained for each fund according to the modified accrual basis of accounting, we recommended adjustments to allow for the presentation of the government-wide financial statements on the full accrual basis since generally accepted accounting principles require that both presentations be made in the financial statements. The significant adjustments recommended for fiscal 2020-21 involved (a) recording prior year adjustments that were not recorded in the general ledger in the financial statements and (b) record current year expenses posted in the subsequent year.

Any other misstatements detected as a result of audit procedures and corrected by management were immaterial, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated May 3, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We noted that the General Fund (8021) made expenditures of approximately \$100,000 for organizational assessment consulting for which no budget was adopted by the Board.

We recommended to management that expenditures should be grouped in the accounting records in accordance with the authorized budget to facilitate the monitoring budget compliance.

Independent Auditors' General Communication to Board

May 3, 2022

Page 3

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Directors and management of Marin County Hazardous & Solid Waste Management Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Maher Accountancy



**FINANCIAL STATEMENTS AND AUDITORS' REPORT
YEAR ENDED JUNE 30, 2021**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Marin County Hazardous & Solid Waste
Management Authority

We have audited the accompanying financial statements of the Marin County Hazardous & Solid Waste Management Authority (the Authority) as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of June 30, 2021, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Maher Accountancy

San Rafael, California
May 3, 2022

**Marin County Hazardous & Solid Waste
Management Authority
P.O. Box 4186
San Rafael, CA 94913**

MANAGEMENT’S DISCUSSION AND ANALYSIS

The Management’s Discussion and Analysis provides an overview of the Marin County Hazardous & Solid Waste Management Authority (the Authority) financial activities for the fiscal year ended June 30, 2021. Please read it along with the Authority’s financial statements, which begin on page 7.

FINANCIAL HIGHLIGHTS

The Authority’s net position was \$1,281,000, an increase of \$137,000 over the prior year. Total revenues increased by \$204,000 and total expenses increased by \$189,000.

Budgetary comparison schedules are found starting on page 20. The following table is a summary of the variance of the budgeted and actual total expenditures for the year.

	Total Expenditures		Variance Over (Under) Budget
	Budget	Actual	
General	\$ 467,935	\$ 554,832	\$ 86,897
Household Hazardous Waste Program	\$ 2,489,711	\$ 2,402,775	\$ (86,936)
Zero Waste Program	\$ 1,222,225	\$ 1,010,499	\$ (211,726)

USING THIS ANNUAL REPORT

This annual report consists of financial statements for the Authority as a whole. The statement of net position and the statement of activities provide information about the activities of the Authority as a whole and present a long-term view of the Authority’s finances. The fund financial statements present a short-term view of the Authority’s activities (they include only current assets expected to be collected in the very near future and liabilities expected to be paid in the very near future). Presently, the Authority does not have any differences between the basic financial statements (statement of net position and statement of activities) and the fund financial statements (balance sheet and statement of revenues, expenditures and changes in fund balance).

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

THE AUTHORITY AS A WHOLE

One important question asked about the Authority’s finances is, “Is the Authority better or worse off as a result of the year’s activities?” The information in the government-wide financial statements helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the basis of accounting used by most private-sector companies. The change in *net position* (the difference between total assets and total liabilities) over time is one indicator of whether the Authority’s financial health is improving or deteriorating. However, one must consider other nonfinancial factors in making an assessment of the Authority’s health, such as changes in the economy and changes in the Authority’s boundaries, etc. to assess the *overall* health of the Authority.

Changes in the Authority’s net position were as follows:

	<u>2021</u>	<u>2020</u>	Increase (decrease)
Current assets	\$ 1,613,270	\$ 1,645,605	\$ (32,335)
Noncurrent assets	12,190	17,816	(5,626)
Total assets	1,625,460	1,663,421	(37,961)
Total liabilities	344,506	519,640	(175,134)
Net position:			
Investment in capital asset	12,190	17,816	(5,626)
Restricted	1,156,510	893,780	262,730
Unrestricted	112,254	232,185	(119,931)
Total net position	<u>\$ 1,280,954</u>	<u>\$ 1,143,781</u>	<u>\$ 137,173</u>

While waste management fees increased over the prior year, the Authority’s current assets decreased primarily because cash was used to reduce the amount payable for the Household Hazardous Waste program. The decrease in non-current assets was due to current year depreciation of a vehicle acquired during 2018-19. Most of the decrease in current liabilities related to payment of vendor invoices that were received more timely than in the prior year.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

Changes in the Authority's revenues were as follows:

	<u>2021</u>	<u>2020</u>	<u>Increase (Decrease)</u>
General revenues:			
Investment earnings	\$ 3,089	\$ 6,715	\$ (3,626)
Program revenues:			
Solid waste management fees	4,041,089	3,798,822	242,267
Operating grant - State of California	62,244	80,066	(17,822)
Investment earnings	4,483	21,579	(17,096)
Total program revenue	<u>4,107,816</u>	<u>3,900,467</u>	<u>207,349</u>
Total revenues	<u>\$ 4,110,905</u>	<u>\$ 3,907,182</u>	<u>\$ 203,723</u>

Fees from haulers and facility operators increased from 2019-20 primarily due to an increase in rates to the landfill and transfer stations.

Changes in the Authority's expenses and net assets were as follows:

	<u>2021</u>	<u>2020</u>	<u>Increase (decrease)</u>
Administration	\$ 554,832	\$ 477,897	\$ 76,935
Household Hazardous Waste program	2,402,775	2,217,531	185,244
Zero Waste program	1,016,125	1,089,339	(73,214)
Total expenses	<u>3,973,732</u>	<u>3,784,767</u>	<u>188,965</u>
Less program revenues	<u>4,107,816</u>	<u>3,900,467</u>	<u>207,349</u>
Net revenue (expenses)	134,084	115,700	18,384
General revenues	3,089	6,715	(3,626)
Change in net position	<u>\$ 137,173</u>	<u>\$ 122,415</u>	<u>\$ 14,758</u>

Administration expenses increased primarily because the Authority engaged a consultant to assist with strategic planning. The increase in Household Hazardous Waste (HHW) program expenses were primarily related to increases in contract services provided by the City of San Rafael and an increase in the costs for recycling batteries and lighting products. The expenses for the Zero Waste Program decreased primarily due to reduced staffing costs and support to member agencies.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

FUND FINANCIAL STATEMENTS

The fund financial statements provide detailed information about the Authority's funds - the general fund and special revenue fund.

The fund financial statements provide a short-term view of the Authority's operations. They are reported using an accounting basis called *modified accrual* which measures amounts using only cash and other short-term assets and liabilities (receivables and payables) that will soon be converted to cash or will soon be paid with cash.

CAPITAL ASSET AND DEBT ADMINISTRATION

Depreciation is a systematic approach to allocate the cost of a capital asset over their estimated useful lives. The agency's policy regarding depreciation is disclosed in Note 1 and a summary of changes in capital assets is reported in Note 3.

In fiscal year 2018-19, we acquired a vehicle for approximately \$28,000.

THE FUTURE OF THE AUTHORITY

With a growing awareness of our society's environmental impacts, the public has shown an increasing interest in recycling, reuse, waste reduction and hazardous materials programs. The incremental increase in products that are legislatively banned from landfill disposal and public requests for expansion of green programs demonstrates the growing demand for a greater scope of environmental services in the future. The JPA's goal of Zero Waste by 2025 will require substantial coordination of solid waste services, outreach programs, infrastructure, and regulation in the future.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to the address on our letterhead.

Respectfully submitted,

Steve Devine

Steve Devine, Manager

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**STATEMENT OF NET POSITION
AS OF JUNE 30, 2021**

	<u>2021</u>
ASSETS	
Current assets:	
Cash equivalents	\$ 1,613,270
Noncurrent assets:	
Capital assets	28,131
Less: accumulated depreciation	<u>(15,941)</u>
Net	<u>12,190</u>
Total assets	1,625,460
 LIABILITIES	
Accounts payable and accrued expenses	<u>344,506</u>
Total liabilities	<u>344,506</u>
 NET POSITION	
Investment in capital assets	12,190
Restricted for Household Hazardous Waste program	717,915
Restricted for Zero Waste program	438,595
Unrestricted	<u>112,254</u>
Total net position	<u><u>\$ 1,280,954</u></u>

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2021**

	<u>General</u>	<u>Household Hazardous Waste Program</u>	<u>Zero Waste Program</u>	<u>Total</u>
EXPENSES				
Contract staff and support	\$ 393,476	\$ 187,402	\$ 277,865	\$ 858,743
Services and supplies	161,356	2,215,373	732,634	3,109,363
Depreciation	-	-	5,626	5,626
Total expenditures/expenses	<u>554,832</u>	<u>2,402,775</u>	<u>1,016,125</u>	<u>3,973,732</u>
PROGRAM REVENUES				
Waste management fees	431,813	2,460,356	1,148,920	4,041,089
Operating grants - State of California	-	62,244	-	62,244
Investment revenue	-	2,693	1,790	4,483
Total program revenue	<u>431,813</u>	<u>2,525,293</u>	<u>1,150,710</u>	<u>4,107,816</u>
Net program revenue (expense)	<u>\$ (123,019)</u>	<u>\$ 122,518</u>	<u>\$ 134,585</u>	134,084
GENERAL REVENUES				
Investment revenue				<u>3,089</u>
Change in net position				137,173
NET POSITION:				
Net Position as of June 30, 2020				<u>1,143,781</u>
Net Position as of June 30, 2021				<u>\$ 1,280,954</u>

The accompanying notes are an integral part of these financial statements.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**BALANCE SHEET
GOVERNMENTAL FUND
YEAR ENDED JUNE 30, 2021**

	Countywide Waste Management (General Fund)	Household Hazardous Waste (Special Revenue Fund)	Zero Waste (Special Revenue Fund)	Total
ASSETS				
Cash equivalents	\$ 113,002	\$ 1,011,478	\$ 488,790	\$ 1,613,270
LIABILITIES				
Accounts payable and accrued expenses	748	293,563	50,195	344,506
Total liabilities	748	293,563	50,195	344,506
FUND BALANCES				
Fund balances:				
Assigned	-	717,915	438,595	1,156,510
Unassigned	112,254	-	-	112,254
Total fund balance	112,254	717,915	438,595	1,268,764
Total liabilities and fund balances	\$ 113,002	\$ 1,011,478	\$ 488,790	\$ 1,613,270

The accompanying notes are an integral part of these financial statements.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**BALANCE SHEET
GOVERNMENTAL FUND
AS OF JUNE 30, 2021
(Continued)**

**Reconciliation of governmental fund balance to net position of
governmental activities:**

Total governmental fund balance	\$ 1,268,764
Amounts reported for <i>governmental activities</i> in the statement of net position are different because:	
Capital assets used in the government activities are not financial resources and therefore are not reported in the funds	<u>12,190</u>
Net position of governmental activities	<u><u>\$ 1,280,954</u></u>

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2021**

	Countywide Waste Management (General Fund)	Household Hazardous Waste (Special Revenue Fund)	Zero Waste (Special Revenue Fund)	Total
REVENUES				
Solid waste management fees	\$ 431,813	\$ 2,460,356	\$ 1,148,920	\$ 4,041,089
Operating grants - State of California	-	62,244	-	62,244
Grant - County of Marin	-	-	-	-
Miscellaneous income	-	-	-	-
Investment earnings	3,089	2,693	1,790	7,572
Total revenues	434,902	2,525,293	1,150,710	4,110,905
EXPENDITURES				
Contract staff and support	393,476	187,402	277,865	858,743
Services and supplies	161,356	2,215,373	732,634	3,109,363
Total expenditures	554,832	2,402,775	1,010,499	3,968,106
Net change in fund balances	(119,930)	122,518	140,211	142,799
Fund balance as of June 30, 2020	232,184	595,397	298,384	1,125,965
Fund balance as of June 30, 2021	<u>\$ 112,254</u>	<u>\$ 717,915</u>	<u>\$ 438,595</u>	<u>\$ 1,268,764</u>

The accompanying notes are an integral part of these financial statements.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**STATEMENT OF REVENUE, EXPENDITURES AND
CHANGES IN FUND BALANCE
YEAR ENDED JUNE 30, 2021
(Continued)**

**Reconciliation of the change in fund balance-total governmental funds
to the change in net position of governmental activities:**

Net change in fund balance	\$ 142,799
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures, however, in the statement of activities the cost of those assets is allocated over their estimated useful lives as depreciation expense.	
Depreciation expense	<u>(5,626)</u>
Change in net position	<u><u>\$ 137,173</u></u>

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The Marin County Hazardous & Solid Waste Management Authority (the “Authority”) was formed under a joint powers agreement between the County of Marin and eleven cities and towns within Marin County. The purpose of Authority is to administer and enforce hazardous waste and solid waste management plans, as mandated by State Law.

The governing board of the Authority consists of one appointed official from each of the member agencies. The Authority has contracted with Marin County Department of Public Works for administrative services and the City of San Rafael for Hazardous Waste management services.

INTRODUCTION

The Authority’s financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations.).

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE STATEMENTS

The Authority’s basic financial statements include both government-wide (reporting the Authority as a whole) and fund financial statements (reporting the Authority’s major funds).

In the government-wide Statement of Net Position, the Authority’s activities are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The Authority’s net position is reported in two parts: (1) restricted net position and (2) unrestricted net position. Net position for particular programs are deemed to be restricted.

The government-wide Statement of Activities reports both the gross and net cost of the Authority’s function. The function is supported by general government revenues. The Statement of Activities reduces gross expenses by related program revenues.

The net costs (by function) are normally covered by general revenues.

The government-wide focus is more on the sustainability of the Authority as an entity and the change in the Authority’s net position resulting from the current year’s activities.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

FUND FINANCIAL STATEMENTS

The financial transactions of the Authority are reported in individual funds in the fund balancing accounts that comprise its assets, liabilities, assigned or unassigned resources, fund balance, revenues and expenditures.

All the Authority's funds are government fund types. The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial positions (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Authority:

General fund - accounts for the Authority's general operations and administrative activities.

Special revenue funds:

Household Hazardous Waste fund - accounts for hazardous waste disposal for households provided primarily through Marin Sanitary Service (via a contract with City of San Rafael Fire Department) and Novato Sanitary District.

Zero Waste fund - accounts for the program to reduce and eliminate waste and obtains its resources from JPA tipping fees.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurement made regardless of the measurement focus applied.

ACCRUAL:

The governmental activities in the governmental-wide financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

MODIFIED ACCRUAL:

The government fund financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year-end. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due. General capital asset acquisitions are reported as expenditures in governmental funds.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

FINANCIAL STATEMENT AMOUNTS

CASH EQUIVALENTS:

The Authority has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with fiscal agent (County of Marin).

CAPITAL ASSETS

Capital assets owned by the Authority are recorded at cost, or if received in-kind, at estimated fair market value on the date received. The cost of normal repairs and maintenance are recorded as expenses. Improvements that add to the value or extend the life of assets are capitalized. Assets capitalized have an original cost of \$2,500 or more, and over one year of estimated useful life.

Depreciation expense is calculated using straight-line method over estimated useful lives.

INTERFUND BALANCES

From time-to-time, one fund will receive revenue or make expenditures related to another fund's activity. Any such transactions that are yet to be reimbursed at year-end are reported on the fund balance sheet as due from or due to other funds.

BUDGET

Both the original budget and the final budget (if changes were adopted) are included in these financial statements as approved by the Board of Directors. The budgetary basis is the modified accrual basis of accounting.

FUND BALANCE:

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the Authority is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components – nonspendable, restricted, committed, assigned and unassigned. Following is a description of the components applicable to the Authority:

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assigned – This component consists of amounts that are constrained by the Authority’s intent to be used for specific purposes but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Directors, Manager or their designee.

Unassigned – This classification represents amounts that have not been restricted, committed or assigned to specific purposes within the general fund.

2. CASH EQUIVALENTS

The Authority maintains all of its cash equivalents in the County of Marin pooled investment fund for the purpose of increasing interest earnings through pooled investment activities. The Authority’s position in the pool is the same as the value of the pool shares. Interest earned on the investment pool is allocated quarterly to the participating funds using the daily cash balance of each fund. This pool, which is available for use by all funds, is displayed in the financial statements as “cash equivalents.”

The County Pool includes both voluntary and involuntary participation from external entities. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer.

The County’s investment pool is not registered with the Securities and Exchange Commission as an investment company. Investments made by the Treasurer are regulated by the California Government Code and by the County’s investment policy. The objectives of the policy are in order of priority, safety, liquidity, yield, and public trust. The County has established a treasury oversight committee to monitor and review the management of public funds maintained in the investment pool in accordance with Article 6 Section 27131 of the California Government Code. The oversight committee and the Board of Supervisors review and approve the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to the members of the oversight committee and the investment pool participants every month. The report covers the types of investments in the pool, maturity dates, par value, actual costs and fair value.

FAIR VALUE MEASUREMENT

The Authority categorized its fair value measurements within the fair value hierarchy established by general accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of June 30, 2021, the Authority held no individual investment. All funds are invested in the Marin County Investment Pool.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

2. CASH EQUIVALENTS (continued)

In instances where inputs used to measure fair value into different levels in the above fair value hierarchy, fair value measurements in their entirety are categorized based on the lowest level input that is significant to the valuation. The Authority's assessment of the significance of particular inputs to these fair value measurements requires judgements and considers factors specific to each asset or liability. Deposit and withdrawals from the County Pool are made on the basis of \$1 which is substantially equal to fair value. The Authority's proportionate share of investments in the County Pool as of June 30, 2021, of \$1,613,000 is not required to be categorized under the fair value hierarchy.

INTEREST RATE RISK

In accordance with its investment policy, the County manages its exposure to declines in fair values by limiting the weighted average maturity of its investment pool to 540 days, or 1.5 years. At June 30, 2021, the County's investment pool had a weighted average maturity of 218 days.

For purposes of computing weighted average maturity, the maturity date of variable rate notes is the length of time until the next reset date rather than the stated maturity date.

CREDIT RISK

State law and the County's Investment Policy limits investments in commercial paper, corporate bonds, and medium-term notes to the rating of "A" or higher as provided by Moody's Investors Service or Standard & Poor's Corporation. The County's Investment Policy limits investments purchased by Financial Institution Investment Accounts, a type of mutual fund, to United States Treasury and Agency obligations with a credit quality rating of "AAA."

CONCENTRATION OF CREDIT RISK

The following is a summary of the concentration of credit risk by investment type as a percentage of each pool's fair value as of June 30, 2021.

Investments in Investment Pool	Percent of Portfolio
Federal agency - discount	73.0%
Federal agency - coupon	25.0%
Money market funds	2.0%
	<u>100%</u>

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

2. CASH EQUIVALENTS (continued)

CUSTODIAL CREDIT RISK

For investments and deposits held with safekeeping agents, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or deposits that are in the possession of an outside party. At year end, the County's investment pool had no securities exposed to custodial credit risk.

LOCAL AGENCY INVESTMENT FUND

The County Treasurer's Pool maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company but is required to invest according to California State Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisor Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State statute.

3. CAPITAL ASSETS

Capital asset activity for the year ended June 30, 2021, was as follow:

	<u>Balance</u> <u>June 30, 2020</u>	<u>Additions</u>	<u>Balance</u> <u>June 30, 2021</u>
Depreciable capital assets:			
Vehicle	\$ 28,131	\$ -	\$ 28,131
Totals at historical cost	28,131	-	28,131
Less accumulated depreciation:			
Vehicle	10,315	5,626	15,941
Total accumulated depreciation	10,315	5,626	15,941
Depreciable capital assets-net	<u>\$ 17,816</u>	<u>\$ (5,626)</u>	<u>\$ 12,190</u>

4. RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year, the Authority purchased liability insurance with limits of \$2,000,000 and a deductible of \$1,000.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2021**

5. RELATED PARTY TRANSACTIONS

The County of Marin is a member to the Authority. The County Public Works Department provided staffing for the Authority for a fee of \$858,000 for the year. Additionally, the Authority paid the County of Marin \$17,000 for rent.

The Authority incurred expenditures of \$1,842,000 under a contract with the City of San Rafael (a member government) to operate its household waste program. As of June 30, 2021, accrued expenses to the City of San Rafael amounted to \$292,000.

As part of the various programs managed by the Authority, payments are made to various members for grants and contracts. During the year the Authority made payments of \$362,000 to its members.

6. COMMITMENT

Marin County Hazardous & Solid Waste Management Authority has the following commitments as of June 30, 2021:

<u>Contractor</u>	<u>Purpose</u>	<u>Amount</u>
County of Marin	Staffing	\$858,000
County of Marin	Rent	17,000
Various contractors	Professional services	158,000
		<u>\$ 1,033,000</u>

7. COVID-19

In December 2019, a novel strain of coronavirus disease (“COVID-19”) was first reported in Wuhan, China. Less than four months later, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic. The extent of COVID-19’s effect on the Authority’s operational and financial performance will depend on future developments, including the duration, spread, and intensity of the pandemic, all of which are uncertain and difficult to predict considering the rapidly evolving landscape. As a result, it is not currently possible to ascertain the overall impact of COVID-19 on the Authority’s activities or funding. However, as the pandemic continues to evolve into a severe worldwide health crisis, the disease could have a material adverse effect on the Authority’s activities, result of operations, financial condition, and cash flows.

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**BUDGET COMPARISON SCHEDULE
COUNTYWIDE WASTE MANAGEMENT PROGRAM
GENERAL (ADMINISTRATIVE) FUND
YEAR ENDED JUNE 30, 2021**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Solid waste management	\$ 431,813	\$ 431,813	\$ -
Investment earnings	500	3,089	2,589
Total revenues	432,313	434,902	2,589
EXPENDITURES:			
Contract staff and support	393,476	393,476	-
Services and supplies:			
Legal	15,000	-	(15,000)
Accounting and audit fees	19,200	19,200	-
Insurance	20,000	19,958	(42)
Rent	16,941	16,941	-
Training and professional development	1,500	5,540	4,040
Mileage and routine travel	618	-	(618)
Supplies and reproduction	1,200	215	(985)
Organizational assessment	-	99,502	99,502
Total services and supplies	74,459	161,356	86,897
Total expenditures	467,935	554,832	86,897
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES			
	\$ (35,622)	(119,930)	\$ (84,308)
Fund balance as of June 30, 2020		232,184	
Fund balance as of June 30, 2021		\$ 112,254	

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**BUDGET COMPARISON SCHEDULE
HOUSEHOLD HAZARDOUS WASTE PROGRAM
SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2021**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Solid waste management	\$ 2,460,356	\$ 2,460,356	\$ -
State aid - OPP	82,000	62,244	(19,756)
Investment earnings	2,000	2,693	693
Total revenues	2,544,356	2,525,293	(19,063)
EXPENDITURES:			
Contract staff and support	187,402	187,402	-
Services and supplies:			
HHW oversight	178,470	151,723	(26,747)
HHW facility operations	1,748,166	1,690,685	(57,481)
Novato HHW grant	40,208	40,208	-
Bulb and battery program	164,800	179,250	14,450
Legal	2,732	-	(2,732)
Sharps and needles program	85,933	85,933	-
Oil Payment Program - Cycle 11	82,000	67,574	(14,426)
Total services and supplies	2,302,309	2,215,373	(86,936)
Total expenditures	2,489,711	2,402,775	(86,936)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES			
	\$ 54,645	122,518	\$ 67,873
Fund balance as of June 30, 2020		595,397	
Fund balance as of June 30, 2021		\$ 717,915	

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT AUTHORITY**

**BUDGET COMPARISON SCHEDULE
ZERO WASTE PROGRAM
SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2021**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Solid waste management	\$ 1,148,920	\$ 1,148,920	\$ -
Investment earnings	1,000	1,790	790
Total revenues	1,149,920	1,150,710	790
EXPENDITURES:			
Contract staff and support	277,865	277,865	-
Services and supplies:			
Legal	2,060	-	(2,060)
Construction & Demolition Program Implementation	15,000	2,729	(12,271)
Member Agency & Community Support	40,000	-	(40,000)
State, Regional and Local "Wasteshed" Partnership	15,000	12,253	(2,747)
Training, Conference & Professional Memberships	10,000	928	(9,072)
Zero Waste School Program	298,300	276,709	(21,591)
Information and Outreach Campaign	210,000	117,913	(92,087)
Zero Waste Grant Program	350,000	322,102	(27,898)
Truck	4,000	-	(4,000)
Total services and supplies	944,360	732,634	(211,726)
Total expenditures	1,222,225	1,010,499	(211,726)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (72,305)	140,211	\$ 212,516
Fund balance as of June 30, 2020		298,384	
Fund balance as of June 30, 2021		\$ 438,595	



Independent Auditors' Report of Material Weakness in Internal Controls

May 3, 2022

To Management and the Board of Directors
Marin County Hazardous & Solid Waste Management Authority

In planning and performing my audit of the financial statements of Marin County Hazardous & Solid Waste Management JPA ("JPA") as of and for the year ended June 30, 2021, in accordance with auditing standards generally accepted in the United States of America, we considered the JPA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the JPA's internal control. Accordingly, I do not express an opinion on the effectiveness of the JPA's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in the JPA's internal control to be a material weakness:

The JPA does not maintain a system to record liabilities for all obligations to vendors that have been incurred as of year-end. This omission may result in a material understatement of expenditures and an overstatement of fund equity. The most significant such omission for fiscal year 2020-21 was for Household Hazardous Waste services provided by the City of San Rafael in the amount of \$292,440. Other omissions affected the ZeroWaste fund and totaled \$18,255. We recommend that management perform a search for unrecorded items at year-end. Reasonable estimates of unbilled items should be accrued.

This communication is intended solely for the information and use of management and the Board of Directors and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MAHER ACCOUNTANCY

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: June 16, 2022

Corte Madera

To: JPA Board of Directors

County of Marin

From: Berenice Davidson, Interim Executive Director

Fairfax

Re: Presentation by Marin Biomass Group

Larkspur

The Marin Biomass Project is a volunteer group that has been working hard over the past few years in the development of a project aimed at identifying and supporting better outcomes from the various biomass sources in Marin (be that typical green cart compostables, wood debris delivered to local landfills and transfer stations, or the increasing amounts of fire fuel load reduction material). The group has been successful in its efforts to get work underway – via a \$500,000 CA Governor’s Office of Planning and Research Grant to conduct a Biomass Utilization Study.

Mill Valley

Novato

Ross

While the Study has updated goals – it does dovetail well with this Agency’s 2018 [Material Flow Capacity Analysis \(MFCA\)](#) that examined local access to organics processing facilities of various types in advance of the then known expected requirements of SB 1383 (which was still in rulemaking at the time). Two Executive Summary infographics from the MFCA are provided in Attachments 3 and 4.

San Anselmo

San Rafael

Sausalito

At its November 10, 2021, meeting the Marin Resource Conservation District board approved acting as the fiscal agent, on behalf of the Marin Biomass Collaborative, in a proposal to the CA Office of Planning and Research for a Marin Biomass Study: Creating environmentally responsible biomass utilization pathways in an urban rural coastal region.

Tiburon

At your Board’s last meeting, Belle Cole from the Marin Biomass Project requested the opportunity, at a future meeting, to make a presentation to your Board (Attachment 1) and also requests that the Agency appoint a representative to the Biomass Utilization Study Steering Committee.

The time commitment for the Steering Committee is at least one hour per week. Staff believes that this project warrants participation at a high level. However with the time commitment necessary – and with the current lack of a full-time Executive Director – Staff recommends that the

Board delegate the assignment to Staff as seen fit.

Recommendation

Adopt a Motion delegating the authority to assign a representative to the Biomass Utilization Study Steering Committee to the Interim Executive Director.

Attachments:

1. Introduction Letter to Marin Biomass Group from Belle Cole.
 2. Marin Biomass Study Project Steering Committee Weekly Meetings Memo
 3. 2018 Zero Waste Marin JPA MFCA Landfill Infographic
 4. 2018 Zero Waste Marin JPA MFCA Compost Facilities Infographic
-

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

5.17.22

ZWM Board Members

Dear Chair Charnis:

I am writing to inform you about the status of the Marin Biomass Project and to request your assistance in filling the Zero Waste Marin position on the Project Steering Committee. At its March Board meeting the Marin RCD, the Project's fiscal agent, appointed a Project Steering Committee consisting largely of those who have orchestrated the Project to date. More information on the duties and composition of the Steering Committee is attached. There is some urgency to this request since the work of the Steering Committee is underway.

The Project has been awarded a \$500,000 grant by the Governor's Office of Planning and Research to carry out a two-year Biomass Study and to create a Biomass Collaborative that will bring together public and private organizations needed to implement the study's recommendations.

The Study will analyze the wide range of existing and potential pathways for processing biomass and converting it into useful products in ways that are both economically sound and ecologically responsible. It will focus on practices and infrastructure that can make productive use of both the woody materials resulting from wildfire prevention activities and source-separated and mixed organic materials generated from the built environment and working landscapes. It will do so in a collaborative manner that helps build cooperation among the public and private stakeholders that oversee and operate the biomass utilization economy, so that optimal solutions can be quickly and sustainably implemented.

At the Board meeting I will speak on this subject during public comment and will request that the Board consider scheduling a Marin Biomass Project presentation at its next Board Meeting. We want to acknowledge the support we have received so far from: Berenice Davidson, Liz Lewis, and Steve Devine.

Sincerely,

Belle Cole
Chair, Marin Biomass Project Steering Committee

415-482-6627

Marin Biomass Project Steering Committee

The Marin Biomass Project (Project) is a local sustainable development initiative. The core of the initiative is a Biomass Utilization Study (Study). The objective of the Study is to confirm biomass resources in Marin County and to identify sustainable biomass utilization opportunities that decrease Marin's wildfire risk, reduce its carbon footprint, and create biomass-based economic development opportunities. Grant funding has been approved by the Governor's Office of Planning and Research (OPR) to pay for the technical analysis needed to complete this Study and assist implementation of its recommendations. The Marin Resource Conservation District (RCD) has agreed to serve as the fiscal agent for this grant.

A **Steering Committee** has been organized to oversee grant funding, provide strategic direction for conducting the Study, and help support implementation of the Study's recommendations for optimizing biomass utilization in the County. This Steering Committee was appointed by Marin RCD. The Steering Committee has the following baseline duties:

- Assists development of RFPs and Biomass Study Scope of Work
- Reviews consultant deliverables and recommends on their approval
- Provides general oversight and direction of Project

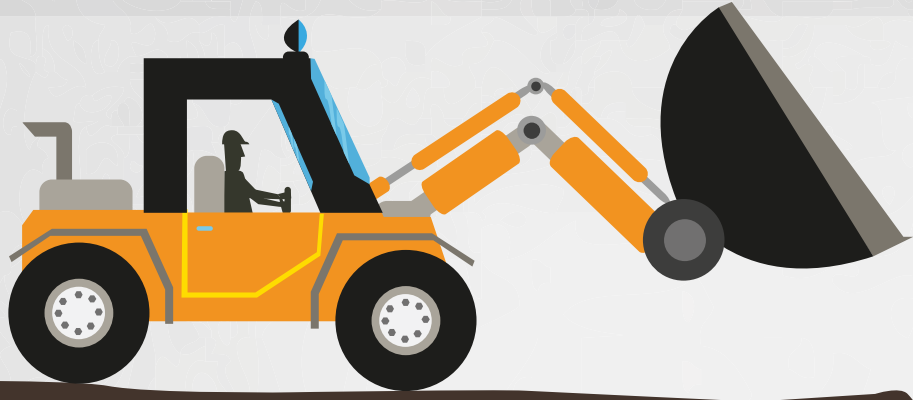
The Steering Committee includes representatives from key local Joint Powers Authorities, including Zero Waste Marin (ZWM) and the Marin Wildfire Prevention Authority (MWPA). It also includes stakeholders with relevant expertise and interest who participated in the development phase of the Project. The Committee will meet weekly during contract awards and review of deliverables, and monthly at other times.

Initial Membership of Steering Committee:

- Belle Cole (Chair), Ecologically Sound Partnership
- Bill Carney, Sustainable San Rafael
- Chris Carstens, Carbo Culture
- Jeffrey Creque, Carbon Cycle Institute
- TBD, Zero Waste Marin
- Barbara George, Organizing for Action Marin
- Bruce Goines, Marin Wildfire Prevention Authority
- Larry Minikes, Marin Conservation League

The Steering Committee plans to organize a wider **Biomass Collaborative** as a forum to share information and insights and discuss Project results with the Steering Committee. The purpose of the Collaborative is to help key public and private organizations improve biomass utilization in alignment with their respective operations and interests. The Collaborative has no standing responsibilities under grant funding. Its nature and objectives are expected to evolve as the Project progresses.

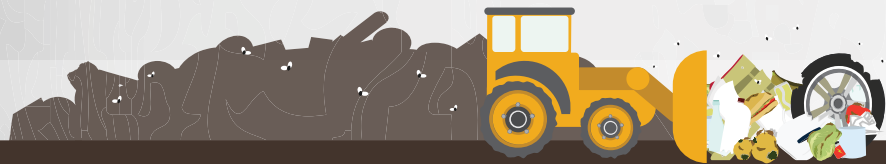
REDWOOD LANDFILL



15 years left...

Sufficient capacity exists under likely scenarios for a 15-year time horizon, even with projected population growth, no diversion increases, and if all disposal from Marin County is directed to Redwood Landfill.*

***DID YOU KNOW?** Not all of Marin County's garbage ends up in Redwood Landfill—and not all of the garbage in Redwood Landfill originates in our county.



What should you know?



Member Agencies are responsible for arranging adequate garbage collection, transfer, transport, and disposal.



JPA is responsible for reporting to the state on whether sufficient capacity exists.

Local & Regional Landfills

- A) Redwood Landfill
- B) Central Disposal Site
- C) Ox Mountain
- D) Newby Island
- E) Guadalupe
- F) Kirby Canyon
- G) Vasco Road
- H) Altamont
- I) Keller Canyon
- J) Potrero Hills
- K) Recology Hay Road



What should you do?



Seek to arrange for transfer and transport out-of-County in anticipation of the exhaustion of the landfill capacity after 15 years.



Remain alert. Flows from outside the County (such as the recent Sonoma fire disaster) can affect the time horizon for exhaustion of capacity.



Continue to reduce the volume of waste going to landfill.

ZERØ WASTE MARIN

For more information, visit Zero Waste Marin online at:

zerowastemarin.org

GROW

your local organics program



See reverse side for details

REFRESH

your local recycling program



Stay tuned for updates

ORGANICS

Our green stream is about to grow...



SB 1383

a new State Law

Sets ambitious targets for reducing landfilled organics and related greenhouse gas emissions.

✓ Statewide diversion requirements

✓ Significant new program requirements

✓ Benchmarks in 2020 and 2025

2020 GOAL

50% Reduction in organics to landfill

+29,697 tons beyond current processing capacity

2025 GOALS

20% Recovery of edible food

75% Reduction in organics to landfill

+44,922 tons beyond current processing capacity

WANTED: Additional Organics Processing Capacity

Current local processing capacity is not sufficient to meet projected needs.

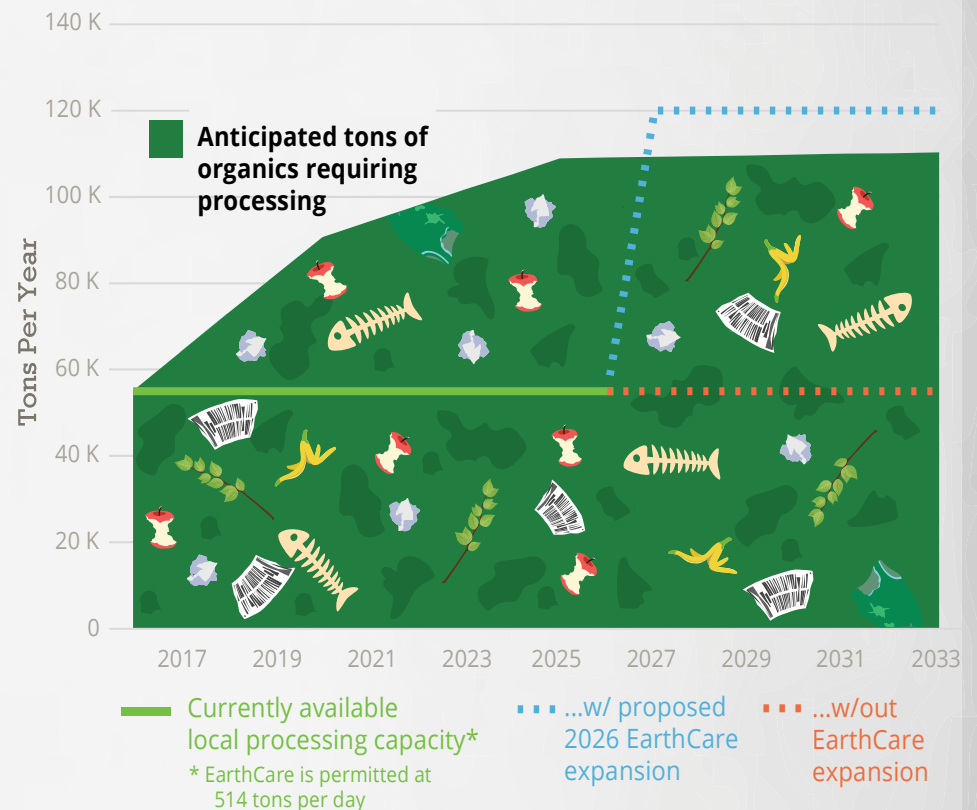
Local & Regional Organics Processing Facilities

Local / Marin County

- A) West Marin Compost
- B) Bolinas-Stinson Resource Recovery
- C) Central Marin Sanitation Agency
- D) WM EarthCare of Marin

Regional / Bay Area

- E) WCCSLF Organic Materials Processing
- F) EBMUD Anaerobic Digester
- G) City of Napa Material Diversion Facility
- H) CCL Organics
- I) Potrero Hills Compost Facility
- J) Recology / Jepson Prairie Organics Composting
- K) Altamont Landfill and Resource Recovery
- L) Newby Island Compost Facility
- M) Zero Waste to Energy Development Co AD
- N) Forward Resource Recovery
- O) South Valley Organic Composting Facility
- P) Z-Best Composting Facility



ORGANICS: More than Just Green Waste

SB 1383 defines the organic waste stream to include:

Food waste
kitchen scraps and post-consumer food

Green material
landscape and pruning waste

Paper fibers
wet or soiled paper and cardboard

Textiles
clothing, fabric and carpets

Woody material
wood waste and lumber

Biosolids
biosolids, sludge and digestate

What should you know?

ZERO WASTE MARIN

JPA is responsible for reporting to the state on whether sufficient capacity exists.



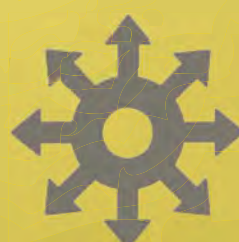
Member Agencies are responsible for arranging collection, transfer, transport, and processing for organics—usually through contracts with haulers.

What should you do?

Encourage local infrastructure expansion and development with legislation and contracting.



Secure organics processing capacity with haulers, directly with processors, or with JPA.



Act soon!
Inaction can result in limited or no access, if others secure local capacity first. This means higher costs for long-distance transport, and higher ghg impacts.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Date: June 16, 2022

Corte Madera To: JPA Board of Directors

County of Marin From: Staff

Fairfax Re: FY 22-23 JPA Draft, Proposed Budget and Related Hauler/Facility Assessments

Larkspur Following and attached is the draft, proposed Marin County Hazardous and Solid Waste Management Joint Powers Authority FY 22-23 Budget (Attachment 1) and associated hauler/facility fee Assessments. This budget reflects an overall ~ 9.7% increase in Assessments – on the landfill, transfer station and the five haulers operating in the County.

Mill Valley The budget reflects the feedback from the JPA Board at your last meeting – with the one requested change to add back \$100,000 in funding to retain consultant support for technical assistance related to the JPA providing SB 1383 support to the members.

Novato

Ross

San Anselmo Due to an increase in the proportional share of self-haul disposal compared to franchised waste – most of the increase will be borne by the Redwood Landfill and Marin Resource Recovery “indoor dump” and **most haulers would see reduced Assessments (which translates into little or not rate impact to most residential and commercial customers).**

San Rafael

Sausalito

Tiburon Based on data reported to the JPA by the five waste haulers – the proposed Assessment changes would translate into only a 2-3 cent change in a typical ~ \$45/month “garbage bill.” The variation in the impact of the Assessments at the haulers is due to factors including the balance between commercial and residential accounts, changes in disposal tonnage, and cost-of-service variations between communities.

Background

The vast majority of expense residents and business have in their “garbage bill” is collection labor and vehicle cost emptying the three garbage, compost and recycling containers. Those costs are regulated by the individual Cities, Towns, County or special districts with Franchise oversight. ***Please recall that the JPA is not funded by County, City or Town general funds or any sort of assessment on the Member Agencies.*** The JPA is funded by lump-sum assessments on the five

waste haulers noted above, and the following solid waste facilities: Redwood Landfill in Novato, Marin Resource Recovery Center, and Marin Sanitary Transfer Station. In turn, all these operators pass along these costs to their customers as they see fit.

To better understand the context of JPA rate setting, each year the JPA polls the five local haulers to provide an answer to the question: *What is the Magnitude of the JPA Revenue Requirement as it Translates to Your Typical Residential Customer?* **As noted in the table below, the total costs for the services provided by this Agency, in total, equates to ~1% to ~ 2% of the total typical residential bill .**

<i>Hauler</i>	<i>Average Monthly Residential Rate</i>	<i>JPA Portion</i>	<i>% of Total Monthly Bill</i>
Bay Cities Refuse	\$40.52	.62¢	1.5%
Marin Sanitary Service	\$46.66	.73¢	1.6%
Mill Valley Refuse	\$52.65	.96¢	1.8%
Recology	\$39.95	.87¢	2.1%
Tamalpais CSD	\$71.02	.73¢	1.0%

The methodology to calculate the assessments generating the JPA’s revenue requirement is prescribed in the 1996 JPA Agreement. That methodology utilizes the local hauler and local waste facility disposal figures as the means to allocate the revenue requirement (Assessments). The tonnage allocation is reset every two years based on recent actuals. For this rate setting cycle, the Assessments are calculated using the most recently available 2021 data – and those figures will be used again next year until the next tonnage reset. The disposal data was relatively consistent with expected increases tracking economic growth – but with larger growth in “self-haul” at the Redwood Landfill in Novato and Marin Resource “indoor dump” transfer station in San Rafael. The following table summarize the more significant year-over-year budget changes:

Proposed Increases	
New edible food donation support per Zero Waste Plan Update	\$180,000
New full time Executive Director – using County Planning Manager classification	\$282,020
Insurance for commencing being the generator of record of the hazardous waste and involvement as the stewards of the Marin HHW Program	\$100,000
Zero Waste Schools Program incremental expansion and outsourcing	\$81,700
¼ of year of a new Waste Management Specialist overseeing the household hazardous waste program	\$39,129
Combining 10+ year old Zero Waste Grant Program with 1 year old Compliance Reimbursement Fund	No cost impact but will yield efficiencies and improve oversight.

The JPA Budget is Organized into Three Funds:

The three Funds used to organize the JPA’s finances are the Zero Waste Fund, the State Reporting Fund and the Household Hazardous Waste Fund.

1. Zero Waste Fund

(JPA Section 6.2) Optional Member Participation
 Novato does not participate in this program.

2. State Reporting and Requirements Fund

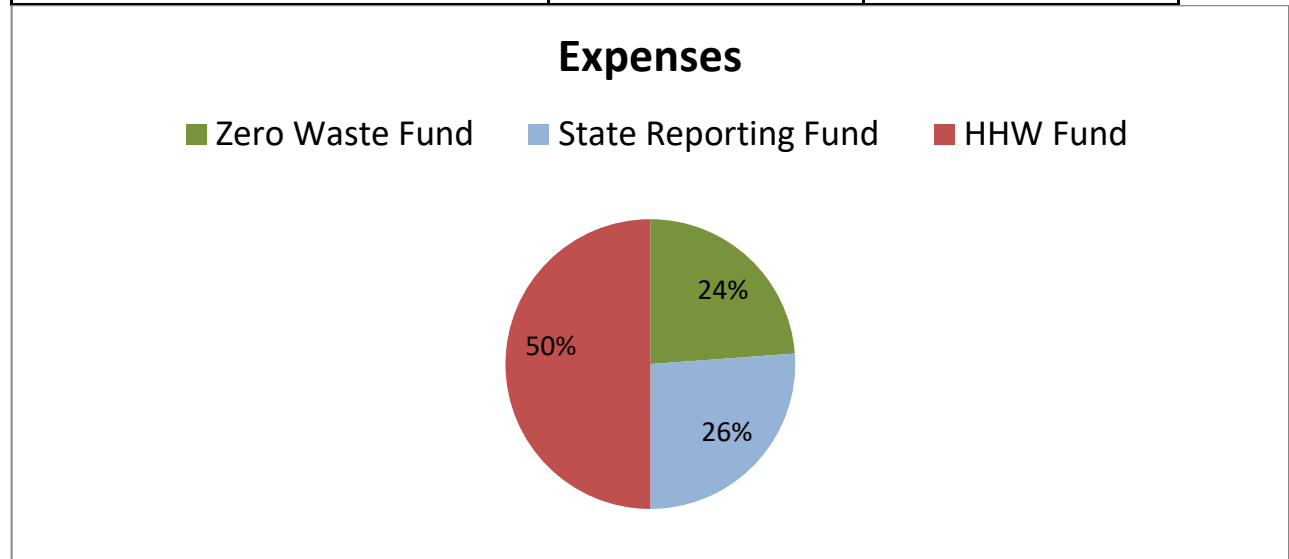
(JPA Section 6.1) All Members Participate

3. Household Hazardous Waste (HHW) Fund

(JPA Section 6.2) Optional Member Participation
 Novato does not participate in this program, as it operates its own household hazardous waste collection program.

FUND OVERVIEW

Fund Center	FY 21-22 Expense Budget	FY 22-23 Proposed Expense Budget
1. Zero Waste	\$1,275,337	\$1,358,738
2. State Reporting	\$1,012,713	\$1,490,756
3. Hazardous Waste	\$2,572,807	\$2,848,620



A summary of activities in each of these three categories is summarized below.

1. ZERO WASTE FUND ACTIVITIES

Ongoing and proposed Zero Waste activities account for 24% of proposed JPA expenditures and include:

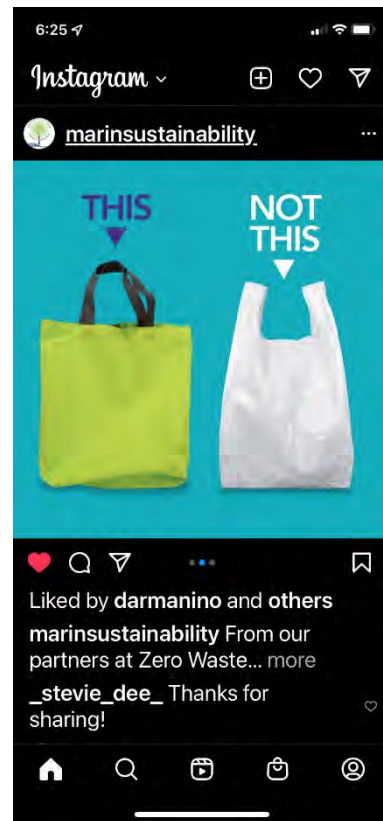
- The Construction and Demolition Program would continue to help educate and support Member Agencies' building inspectors and the public with implementation of Construction & Demolition Programs as required by Cal Green and to help Marin reach its zero waste goals, and partner with the Marin Builder's Association.
- The Home Composting Program provides training to the community promoting waste reduction, water conservation and the greenhouse gas benefits of home composting.
- Member Agency & Public Support will continue to support increased community requests for zero waste information, presentations, reusable versus single use items, community presentations, and supplying the public with outreach materials, etc.



- Direct outreach to Marin citizens through various media sources including television, Internet, in-person consultations, presentations to businesses, business groups, HOAs and farmers markets. During COVID, a focus has been on online outreach. The JPA's campaigns recently have focused on eliminating waste at the source by providing specific suggestions such as using reusable coffee mugs, rechargeable batteries and single use water alternatives.

An example of the currently running Chose Reusables Every Time (Spring '22) Campaign can be seen here: <https://youtu.be/EO2AAqFA-8g>, along with a sample from the Holiday 2021 Zero Waste Gift Giving campaign: <https://www.facebook.com/ZeroWasteMarin/videos/938891407009990>.

This budget category also includes work on maintaining and updating www.zerowastemarin.org and the associated recycling guide database.



- The **Zero Waste Schools Program** maintains thirty three schools in the program and aims to add three more in FY 22-22. There is currently a waiting list of ~ ten schools interested in joining the program. This program is highly regarded by the education community, has top-level buy in from the Marin County Office of Education and is foundational to providing long-term movement towards zero waste in Marin. A growing and added benefit of this program is the reality that many schools are used not just during “school hours” but also serve as community parks, recreation centers and more. Accordingly, we are seeing increased use of the infrastructure invested at school sites (compost and recycling bins) at weekend sporting events, picnickers, etc.



Proud student showing off a new "waste station" at her school.

The April 16, 2022 Marin Independent Journal featured a front page story with accolades on the Zero Waste Schools Program – which is spearheaded by Senior Planner Casey Poldino.

Marin Independent Journal

Saturday, April 16, 2022

\$2.00 FACEBOOK.COM/MARINIJFAN TWITTER.COM/MARINIJ

marinij.com

MARIN SCHOOLS

STUDENT STEWARDS

Campuses participate in efforts to manage organic waste



PHOTOS BY SHERRY LAVARS — MARIN INDEPENDENT JOURNAL

Marin Horizon School "green team" members Allegra Carlin, left, and Aly Lozano-Prospiero, both in the eighth grade, help second-grade students Olivia Tucker, front, and Lindy Fraser select the proper bin for their waste after lunch at the Mill Valley campus Friday.

By Natalie Hanson
nhanson@marinij.com

Emboldened by a new state law, Marin students are stepping up to make their schools more sustainable.

With help from organizations such as Zero Waste Marin, school clubs and faculty groups across the county are brainstorming ways to manage their own food waste and recycling to comply with Senate Bill 1389, which aims to keep organic waste out of landfills.

The effort on campuses is not new. Casey Poldino, a county planner who manages Zero Waste Marin, kicked off the program in 2015 with two schools. Today, Zero Waste Marin has about 94 participating elementary schools, along

with several private and middle schools, learning how to bring sustainability methods to their campuses.

Bahia Vista Elementary students in San Rafael launched a program in the 2019-2020 school year, "when the school hired a new custodian, Estuardo, who was eager to help his school and our team reduce waste," Poldino said. Poldino said the students have reduced their landfill bill by diverting organic waste to compost collection.

"Estuardo has a collection system he sets out everyday at lunch to capture uneaten food and food waste," Poldino said. "Their green team created an excellent video to teach their peers the importance

COMPOST » PAGE 4



Marin Horizon School science teacher Mo Poxon hangs up "green team" vests after lunch Friday. Team members show younger students how to recycle and compost in the correct bins.

"There was pent-up demand for the green team. Climate change causes a lot of anxiety in kids."

— Marin Horizon School science teacher Mo Poxon

ECONOMY

Jobless rate falls to 2.4% in Marin

New data in line with pre-pandemic figures

By Will Houston
whouston@marinij.com

Marin County recorded its lowest unemployment rate for March since the pandemic began two years ago, according to state data released Friday.

The March rate of 2.4% was a drop from the 2.6% rate recorded in February and was the second-lowest rate in the state, according to the California Employment Development Department data. San Mateo County had the state's lowest unemployment rate of 2.3% while Santa Clara County had the third-lowest rate of 2.5%.

Marin is usually among the three counties in California with the lowest unemployment rates. The rate is calculated based on the employment status of Marin residents who usually have higher-paying jobs that were not nearly as affected by the pandemic and stay-at-home orders.

California's unemployment rate dropped to 4.9% in March from 5.3% the month before, and the national rate dropped from 3.8% to 3.6%.

Marin's 2.4% rate is comparable to those of pre-pandemic years, when the rate was about 2.5% in both March 2018 and 2019. But the rate alone doesn't show the whole picture.

"It looks like on the surface Marin is recovering but there are a few caveats," said Robert Eyster, chief economist at the Marin Economic Forum.

Both Marin County's workforce — the total of employed residents and unemployed residents actively seeking a job — and the number of jobs

JOBS » PAGE 4

COVID-19

State plans no new restraints



Reusables, not just recycling and composting are promoted in the Zero Waste Schools Program. Who knew that reusable water bottles could be so cool?

Other general zero waste outreach includes fielding recycling, composting and waste diversion questions from the community, supporting City and Town newsletter articles, etc. This outreach often includes working closely with each of the five waste haulers that operate in the County – as seen here with Waste Management Specialist Andrew Shelton working with Mill Valley Refuse Service.

Join us for our March 15 meetup

<div style="border: 2px solid #4CAF50; border-radius: 50%; padding: 10px; background-color: black; color: white;"> <p>Let's Talk Trash: How to Sort Your Waste and Why</p> </div>		 <p>Gene Della Zoppa</p>
 <p>Andrew Shelton</p>		<div style="border: 2px solid #4CAF50; border-radius: 50%; padding: 10px; background-color: black; color: white;"> <p>March 15 6:30pm on Zoom</p> </div>

2. **“STATE” FUND PROGRAMS**

Proposed State Program expenditures for FY 22-23 account for 25% of JPA expenditures. A primary activity in this fund center has been disposal tracking, mandatory regional reporting for the Electronic Annual Report, conducting the annual, agency Audit and other administrative requirements of public agencies.



- **Organizational Assessment/Zero Waste Plan Update**

While this Agency was well suited to address the requirements of California’s, 1989 AB 939 – which required 50% waste diversion from landfill – there are substantial and numerous additional expectations from the community and State that have evolved in 30+ years and this Agency needs to keep up. Accordingly, in late 2019, the JPA conducted an RFP to identify and retain a contractor to shepherd a “Zero Waste Plan Update and Organizational Assessment.” A Board Organizational Assessment Subcommittee (Chair Toy, Alilovich, Donnery, and Hymel/Eilerman) selected R3 Consulting Group Inc. (and a team of subcontractors) to work on the project. The Covid-19 pandemic, multiple Interim Executive Directors and other challenges slowed the project, but the Board adopted a Zero Waste Plan Update in August 2021.

The first critical step in implementing actions identified in the Board’s updated Zero Waste Plan is the proposed hiring of a full time Executive Director – and that matter is addressed in another Agenda Item on your meeting today. The budget reflects the addition of a full-time Executive Director utilizing the County’s existing Planning Manager classification.

- **Proposed Combining of the Historical Zero Waste Grant Program and Last Year’s New Compliance Reimbursement Fund into a new “Reimbursable Compliance Program.”**

The draft, proposed FY 22-23 budget includes combining the now 10+ year old Zero Waste Grant Program (\$350,000) with last year’s new, \$317,708 “Compliance Reimbursement Fund” into a combined Reimbursable Compliance Program. This Program would be funded in this State Compliance Fund, and as such would be available to all the Member Agencies, the Special Districts that franchise solid waste, and Novato (which might need to provide direction on if the recipient of funds would be the Sanitary District and/or City). This program would provide fiscal support to help each of the 21 Franchising Entities in Marin County with customized programs and projects most appropriate for their particular community – including needs related to SB 1383 (California’s Short Lived Climate Pollutant Law).

Mechanically, it is proposed that these funds would be paid upon receipt of an invoice from the subject public agency with a simple demonstration that they conducted compliance work associated with SB 1383, AB 1826, AB 341 and AB 827. This work,

for example, typically ranges from costs for a consultant advising on updating waste ordinances, implementing food waste reduction policies, developing procedures for state required route auditing, developing procedures for business auditing, training staff on reporting software, etc. JPA staff will update and develop procedures for this new program which would include having the reimbursements come before the JPA Board for review and approval ~ May – allowing for the maximum amount of time for work to be conducted by each public agency franchising entity during the Fiscal Year.

This RCP would support the individualized needs of Marin’s many unique communities. Recent projects undertaken in Marin communities via this historical Zero Waste Grant Program have included installation of refillable water bottle stations, technical assistance to businesses to expand edible food donation, composting and recycling, chippers for organic debris, expanded use of reusables at festivals – and more.



The counter showing the number of bottles saved is a crowd favorite.



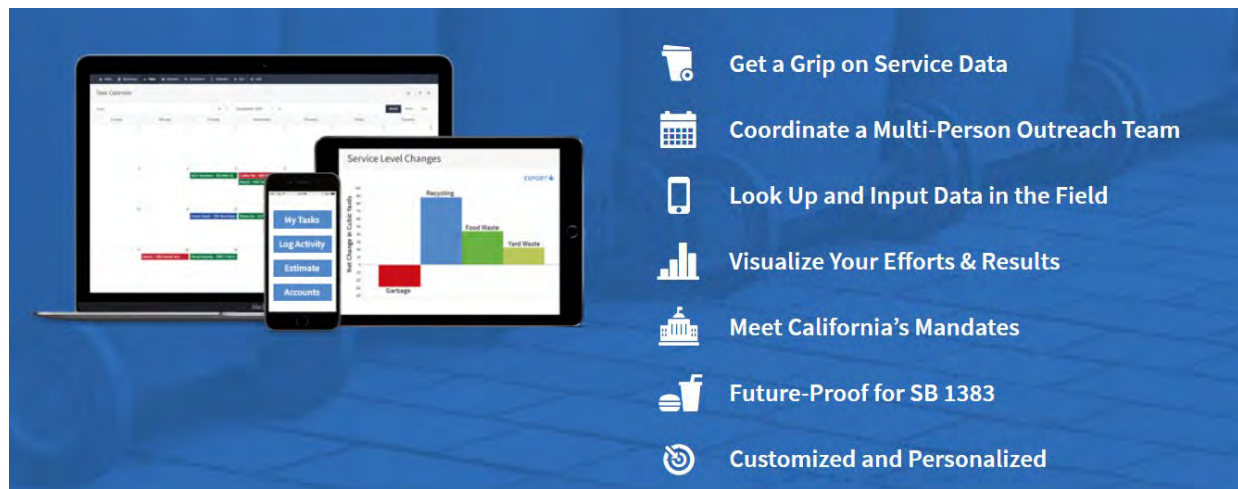
Indoor waste stations

To facilitate individual jurisdiction reporting to the CalRecycle State Agency on SB 1383 and other reporting – the proposed budget includes continued funding for licensing of the [“Recyclist”](#) which is a cloud-based software system facilitating complex data collection and organization for jurisdiction level compliance reporting.

This past year, Staff has been working diligently with Recyclist to facilitate the initial data uploads of each of the 21 franchising entities service data into the program trackers working with the four private waste haulers (Bay Cities Refuse Service, Marin Sanitary Service, Mill Valley Refuse Service and Recology Sonoma Marin) along with the one public agency hauler – Tamalpais Community Services District.

User training for the 21 public agencies is scheduled for May 24th for the primary and secondary system users. Additional training, specific to the five waste haulers, will occur later that week. These events will be recorded and made available for those that cannot make the scheduled trainings.

RECYCLIST



The image shows a promotional graphic for the Recyclist software. On the left, a laptop, a tablet, and a smartphone display the software interface. The laptop screen shows a dashboard with various charts and data points. The tablet screen displays a bar chart titled "Service Level Changes" with categories for Recycling, Food Waste, and Yard Waste. The smartphone screen shows a menu with options like "My tasks", "Log Activity", "Estimate", and "Accounts". On the right, a list of features is presented with corresponding icons:

- Get a Grip on Service Data
- Coordinate a Multi-Person Outreach Team
- Look Up and Input Data in the Field
- Visualize Your Efforts & Results
- Meet California's Mandates
- Future-Proof for SB 1383
- Customized and Personalized

While Recyclist will be an excellent tool in helping jurisdictions organize data, facilitate collection of data from their particular hauler in all in formats that will ease State reporting – it needs to be noted that it is still necessary for each jurisdiction to manually key in reporting data to the State's system – as CalRecycle is not providing an electronic reporting gateway.

CalRecycle conducted one webinar to date which only showed some wireframe intention of how data might be input into an SB 1383 reporting portal – but the Agency has not released any compendium of what all will be asked. CalRecycle has announced webinars in June 2022 that are advertised to discuss SB 1383 reporting into an updated "Electronic Annual Report." This description is confusing as Recyclist, consultants we work with, and Staff are under that understanding that a typical "Electronic Annual Report/EAR" is due in August. And, we expect that in October each "reporting jurisdiction" in the State will need to submit its SB 1383 "Jurisdiction Annual Report/JAR" in October. We hope to get some clarity on all this moving forward.

3. HOUSEHOLD HAZARDOUS WASTE (HHW) FUND ACTIVITIES

The proposed HHW Program expenditures for FY 22-23 account for 51% of total JPA expenditures. The program collects, and diverts from landfill, over 1.5 million pounds of material each year. The JPA retains HHW services for the community via a contract with the City of San Rafael Fire Department which in turn contracts with Marin Resource Recovery Association (MRRA). The Fire Department also conducts “Toxic Away Days” for remote areas of West Marin. MRRA operates the HHW facility at 565 Jacoby Street in San Rafael. Novato’s hazardous waste services are provided by the Novato Sanitary District. Items of note and continued operation in this Fund include:



Unloading hazmat at Marin HHW Facility.

- The proposed Marin HHW Facility Budget provided by the City of San Rafael Fire Department (under contract to this JPA to oversee the Facility) has a proposed ~\$70,000 increase for waste handling. It should be noted that as the waste stream continues to evolve, it is generally becoming more hazardous and more toxic. For example, increased use of lithium batteries is a huge hazard that needs to be managed and requires additional attention.
- The City of San Rafael Fire Department has provided notice it will transition out of its roll overseeing the Household Hazardous Waste Facility. The JPA will need to negotiate a replacement agreement with the Marin Resource Recovery Association, and maybe also a hazardous waste collection vendor for the “Toxics Away Days” held in West Marin – to serve those more remote communities not near the San Rafael facility. Accordingly, there are two new costs items in the proposed budget:
 - A \$100,000 allocation for insurance as the JPA will need to become the generator of record for the waste and assume EPA based, cradle to grave responsibility along with other liability; and,
 - \$39,129 for addition of a Waste Management Specialist in the 4th quarter of the fiscal year to commence program oversight and assistance.

- The JPA operates, via a subcontractor, a popular Bulb and Battery Drop-off program that provides ten convenient collection locations for the community to recycle bulbs and batteries that can contain mercury and other heavy metals.



- The JPA will continue administration of the State of California Oil Payment Program for Marin (less Novato). This project provides for promotion of proper motor oil and filter handling, bilingual outreach, certification of oil recycling centers in the County, and bilge pad absorbent distribution and collection at marinas.

This program includes a significant Spanish language outreach component and leveraging of grant funds to also help promote general zero waste outreach and hazardous waste education. Storm drain markers are also provided to the Member Agencies.



Storm Drain Markers



New bilge pad dispenser and used receptacle.

- The JPA helps fund the Sharps Collection Program operated by the County's Environmental Health Division. Environmental Health operates ~ 21 sharps (needles and lancets) sites in the County. This program is important for numerous reasons, but in particular it helps protect our partners in solid waste collection and processing.



We continue to monitor the State’s implementation of SB 212 – a rare Extended Produce Responsibility bill that, when implemented, will require manufacturers to take on the cost of the proper handling of these needles and sharps. Hopefully, this program will come online so that the JPA can eliminate this local expense.

RECOMMENDATION

Adopt a Motion providing specific direction to Staff on changes to the Draft, Proposed FY 22-23 Budget that will come before the Full Board for your review and approval at your June 16, 2022 Board Meeting.

Attachments:

1. FY 22-23 Budget by Fund.
2. City of San Rafael Fire Proposed FY 22-23 Household Hazardous Waste Facility Budget.
3. Resolution No. 2022-02.

Chair: Please confirm the vote by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

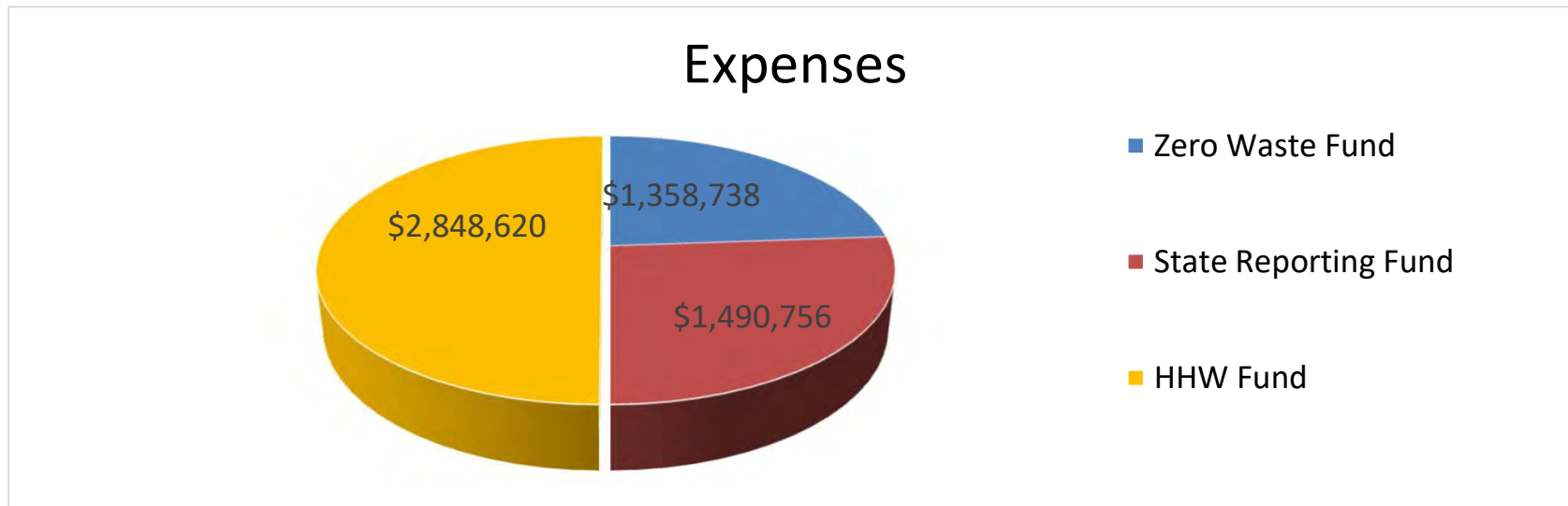
Item 6. Attachment 1

JPA Hauler, Landfill & Transfer Station Assessments
FY 22/23

		A	B	C	D	E F G H				
						FY 22/23				
2021 DISPOSAL (tons)				TOTAL TONS	FY 21/22 Assessments	Zero Waste	State Reporting	HHW	Total	Year over Year Change
MSW Haulers	MSW & Debris	Self-Haul								
Bay Cities Refuse	6,150	N/A	6,150	\$98,355	\$18,240	\$28,019	\$44,091	\$90,351		(\$8,004)
Marin Sanitary Service (MSS)	48,203	N/A	48,203	\$699,372	\$142,965	\$219,611	\$345,584	\$708,160		\$8,788
Mill Valley Refuse	20,396	N/A	20,396	\$309,760	\$60,493	\$92,923	\$146,226	\$299,642		(\$10,118)
Recology Novato Disposal	27,009	N/A	27,009	\$59,145	\$0	\$123,052	\$0	\$123,052		\$63,907
Recology Sonoma Marin	5,646	N/A	5,646	\$94,042	\$16,745	\$25,723	\$40,478	\$82,946		(\$11,096)
Tam. CSD	1,631	N/A	1,631	\$25,419	\$4,837	\$7,431	\$11,693	\$23,961		(\$1,458)
Total Franchised Haulers	109,035	N/A	109,035	\$1,286,093	\$243,281	\$496,759	\$588,072	\$1,328,112		
Landfills										
Redwood	N/A	142,999	142,999	\$1,703,905	\$424,121	\$651,497	\$1,025,208	\$2,100,826		\$396,921
Redwood Landfill	N/A	142,999	142,999	\$1,703,905	\$424,121	\$651,497	\$1,025,208	\$2,100,826		
Transfer Stations										
Marin Resource Recovery Center		105,048	105,048	\$1,549,569	\$311,562	\$478,594	\$753,125	\$1,543,281		(\$6,288)
Marin Sanitary Service Transfer Station		3,888	3,888	\$45,835	\$11,531	\$17,714	\$27,874	\$57,119		\$11,284
Total Transfer Stations		108,936	108,936	\$1,595,404	\$323,094	\$496,308	\$780,999	\$1,600,400		
TOTALS	109,035	251,935	360,970	\$4,585,402	\$990,496	\$1,644,563	\$2,394,279	\$5,029,338		9.7%

Item 6. Attachment 1

Proposed FY 22/23 Budget				
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total
Expenses	\$ 1,358,738	\$ 1,490,756	\$ 2,848,620	\$ 5,698,114
Contingency	\$ 135,874	\$ 149,076	\$ 284,862	\$ 569,811
Revenue Requirement	\$ 1,494,611	\$ 1,639,832	\$ 3,133,482	\$ 6,267,926
Interest	\$ 1,000	\$ 500	\$ 2,000	\$ 3,500
State Oil Payment			\$ 65,000	\$ 65,000
Assessments	\$ 990,496	\$ 1,644,563	\$ 2,394,279	\$ 5,029,338
Carry Over	\$ 503,116	\$ (5,231)	\$ 672,203	\$ 1,170,087
Revenue	\$ 1,494,611	\$ 1,639,832	\$ 3,133,482	\$ 6,267,926



	Zero Waste Fund	State Reporting Fund	HHW Fund
Expenditures as Percent of Total Budget by Fund	24%	26%	50%

Item 6. Attachment 1

ZERO WASTE FUND
FY 22/23 (80238601) EXPENSE BUDGET

FY 21/22 APPROVED BUDGET	FY 21/22 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 22/23 BUDGET REQUEST	VARIANCE	CHANGE	NARRATIVE
\$ 280,977	\$ 280,977	Salaries and Wages	511110	\$452,678	\$ 171,701	61.1%	Contract staff wages and benefits. Increase mostly new full-time Executive Director.
\$ 2,060	\$ 2,060	Legal Expense	522545	\$2,060	\$ -	0.0%	Legal counsel.
\$ 15,000	\$ 15,000	Construction & Demolition Debris	522510	\$15,000	\$ -	0.0%	Contract support for Construction & Demolition outreach at Members.
\$ 40,000	\$ 40,000	Member Agency & Community Support	522510 & 522310	\$40,000	\$ -	0.0%	City & Town support for kitchen compost pails, reusable produce bags, xmas tree recycling promotion, general outreach and education.
\$ 15,000	\$ 15,000	State, Regional and Local "Wasteshed" Partnerships	522210	\$15,000	\$ -	0.0%	California Product Stewardship Council, Californian's Against Waste, Marin Builder's Association, Business Chambers, BayRoc, NCRA, Youth Convergence, CRRA etc. Support for Extended Producer Responsibility and reduced packaging.
\$ -	\$ -	Edible Food Donation Support	522510 & 522310	\$180,000	\$ 180,000	↑	Support expansion and capacity of and for edible food capture and redistribution, alongwith support for documentation of same without hampering non-profits critical mission.
\$ 10,000	\$ 10,000	Training, Conferences & Professional Memberships	523210	\$10,000	\$ -	0.0%	Training, conferences & professional memberships.
\$ 298,300	\$ 298,300	Zero Waste School Program	522510 & 522310	\$380,000	\$ 81,700	27.4%	Waste diversion programs & education in partnership with MCOE, many school districts, all five haulers, custodians, parents, unions, and students. Main subcontractor = non profit, SEI (Strategic Energy Innovations) @ \$220,000. Trash Bin Cleaners Co. @ \$40,000, & ZWM JPA at \$120,000 for bins, signs, equipement, containers, eco-foodware startup.
\$ 260,000	\$ 260,000	Information and Outreach	522510	\$260,000	\$ -	0.0%	Social media, print, bus shelter, and other outlets for zero waste campaigns. ZeroWasteMarin.org improvements. Sample articles for Member Agencies.
\$ 350,000	\$ 321,431	Zero Waste Grant		\$0	\$ (350,000)	↓	This \$350K moved to the State Fund for proposed, COMBINING of Zero Waste Grant Program & Compliance Reimbursement Fund into new Zero Waste Reimbursment Program
\$ 4,000	\$ 4,000	Truck	561660	\$4,000	\$ -	0.0%	Annual maintenance, insurance, amortization.
\$ 1,275,337	\$ 1,246,768	Zero Waste Fund Expense Totals		\$1,358,738	\$ 83,401	6.5%	

FY 22/23 (80238601) REVENUE BUDGET

FY 21/22 APPROVED BUDGET	FY 21/22 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	FY 22/23 REVENUE REQUEST	NARRATIVE
\$1,000	\$1,000	Interest	441115	\$1,000	Interest
\$1,310,288	\$1,310,288	Solid Waste Management	461510	\$990,496	Hauler, Landfill, Transfer Station Assessments
\$91,582	\$438,595	Carry-Over	N/A	\$503,116	Carry-over from prior fiscal year (contingency + unspent)
\$1,402,870	\$1,749,883	Total Revenue		\$1,494,611	

GENERAL CONTINGENCIES

Contingency Account 900010 \$135,874

Contingency Target = 10% 10%

Item 6. Attachment 1

**STATE REPORTING & REQUIRED
FY 22/23 (80218601) EXPENSE BUDGET**

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 22/23 BUDGET REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$394,546	\$394,546	Salaries and Wages	511110	\$504,589	\$110,043	27.9%	Contract staff wages and benefits. Increase mostly new, full-time Executive Director.
\$15,000	\$2,500	Legal Expense	522545	\$15,000	\$0	0.0%	Legal counsel.
\$19,200	\$19,200	Outside Acctg & Audit Fees	522585	\$19,200	\$0	0.0%	Financial Audit + Submittal of GCC & FTR to State on behalf of the JPA.
\$20,000	\$20,000	Insurance	521610	\$20,000	\$0	0.0%	Insurance.
\$16,941	\$16,941	Rent	522925	\$16,941	\$0	0.0%	Office space.
\$1,500	\$0	Training/Professional Development	523210	\$1,500	\$0	0.0%	Training & professional development.
\$618	\$0	Mileage & Routine Travel	523445	\$618	\$0	0.0%	Routine travel.
\$1,200	\$0	Supplies & Reproduction	522410	\$1,200	\$0	0.0%	Reflective of annual usage.
\$317,708	\$255,199	Compliance Reimbursement Fund	522510	\$667,708	\$350,000	↑	Now COMBINED Z.W.Grant & Compliance Reimbursement Fund -> new Z.W. Reimbursement Program. Not increased, just consolidate into this fund.
\$50,000	\$0	SB 1383 Consulting Per ZW Planning Recommendations	522510	\$50,000	\$0	0.0%	Funding for technical assistance on ZWM providig SB 1383 support to Membership pursuant to May Board Meeting direction.
\$50,000	\$0		522510	\$50,000	\$0	0.0%	
\$126,000	\$126,000	Recyclist SB 1383 Regional Reporting Software	522510	\$144,000	\$18,000	14.3%	Provision of data collection and organizing SAAS web based tool facilitating jurisdiction reporting. Increase due to commencing data set imports from haulers on behalf of 21 user jurisdictions.
\$1,012,713	\$834,386	State Reporting Fund Ops Total		\$1,490,756	\$478,043	32.1%	

FY 22/23 (80218601) REVENUE BUDGET

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE SOURCE</u>	<u>FY 22/23 REVENUE REQUEST</u>	<u>NARRATIVE</u>
\$500	\$500	Interest	441115	\$500	Interest
\$716,401	\$716,401	Solid Waste Management	461510	\$1,644,563	Hauler, Landfill, Transfer Station Assessments
\$397,084	\$112,254	Carry-Over	N/A	-\$5,231	
\$1,113,985	\$829,155	Total Revenue		\$1,639,832	
		<u>GENERAL CONTINGENCIES</u>			
	-\$5,231	Contingency Account	900010	\$149,076	
		Contingency Target = 10%		10%	

Item 6. Attachment 1

**HOUSEHOLD HAZARDOUS WASTE FUND
FY 22/23 (80228601) EXPENSE BUDGET**

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 22/23 BUDGET REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$182,740	\$182,740	Salaries and Wages	511110	\$206,324	\$ 23,584	12.9%	Contract staff wages and benefits. Increase mostly new, full-time Executive Director + 4th quarter Waste Management Specialist for HHW.
\$182,309	\$182,309	HHW Facility Oversight	522555	\$182,309	\$ -	0.0%	San Rafael FD HHW facility oversight.
\$1,847,747	\$1,847,747	HHW Facility Operations	522510	\$1,917,482	\$ 69,735	3.8%	HHW facility operation + West Marin HHW events.
\$0	\$0	New Insurance for HHW Operations	521610	\$100,000	\$ 100,000	↑	Likely need to obtain insurance as generator of record for household hazardous waste and small quantity business generator waste for most of Marin County.
\$41,816	\$41,816	Novato HHW Pass Through	522310	\$52,650	\$ 10,834	25.9%	Novato HHW fee reimbursement.
\$2,732	\$2,732	Legal Services	522545	\$2,732	\$ -	0.0%	Legal counsel on Haz Waste contracts and grant agreements, including Bulb and Battery and Marina programs.
\$164,800	\$164,800	Bulb and Battery Program	522510	\$164,800	\$ -	0.0%	Fluorescent bulbs and batteries hazwaste collection.
\$85,933	\$85,933	Sharps & Needles Program	522310	\$85,933	\$ -	0.0%	Support for the Sharps and Needles Program via Environmental Health Services.
\$2,508,077	\$2,508,077	Operational Budget Subtotal		\$2,712,230	\$ 204,153		
		Oil Payment Program					
		Oil Payment Program - Cycle 10	41PWPOPP10	\$1,631		n/a	
		Oil Payment Program - Cycle 11	41PWPOPP11	\$6,260		n/a	
\$82,000	\$63,500	Oil Payment Program - Cycle 12	41PWPOPP12	\$63,500		n/a	
		Oil Payment Program - Cycle 13	41PWPOPP13	\$65,000		n/a	
\$82,000	\$63,500	Oil Payment Program Subtotal		\$136,391			
\$2,590,077	\$2,571,577	HHW Fund Total Expenses	Total	\$2,848,620	\$ 204,153	7.9%	

FY 22/23 (80228601) REVENUE BUDGET

<u>FY 21/22 APPROVED BUDGET</u>	<u>FY 21/22 TOTAL EST REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE SOURCE</u>	<u>FY 22/23 REVENUE REQUEST</u>	<u>NARRATIVE</u>
\$2,000	\$2,000	Interest	441115	\$2,000	Interest
\$65,000	\$63,509	Other Aid: State	451970	\$65,000	CalRecycle Funds for Used Oil Payment Program
\$2,460,356	\$2,460,356	Solid Waste Management	461510	\$2,394,279	Hauler, Landfill, Transfer Station Assessments
\$204,284	\$717,915	Carry-Over	N/A	\$672,203	Carry-over from prior fiscal year (contingency + unspent)
\$2,731,640	\$3,243,780	Total Revenue		\$3,133,482	

GENERAL CONTINGENCIES

\$672,203	Contingency Account	900010	\$284,862
	Contingency Target = 10%		10%



SAN RAFAEL FIRE DEPARTMENT

FIRE CHIEF DARIN WHITE
PHONE: (415) 485-3084
FAX: (415) 453-1627

April 20, 2022

Marin County Hazardous and Solid Waste Management Joint Powers Authority
c/o Marin County Department of Public Works
1600 Los Gamos Drive, Ste. 210
San Rafael, CA 94903

RE: Fiscal Year 2022/23 Budget Proposal

Dear Steve,

Please accept this letter as the Fiscal Year 2022/23 budget proposal for the Marin Household Hazardous Waste (HHW) Program. The allocation amounts for the City of San Rafael (City) management oversight and for Marin Recycling and Resource Recovery Association (MRRRA) contractual services are provided herein.

The HHW Program budget for the current fiscal year, FY 2021/22 was \$2,029,786, which was a 5.7% increase from the previous year.

HHW Program budget proposal summary:

For FY 2022/23, we are proposing a total HHW Program budget of \$2,099,521, which is a 3.4% increase from the previous year's budget and under the CPI-U for the San Francisco Bay Area which saw increases of 4.2%.

The budget proposal for the City of San Rafael management oversight is \$182,039. This remain unchanged from the year prior which reflects a change in staffing model at the City that will not affect the service provided.

We are proposing a total MRRRA contractual services budget of \$1,917,482. This is a 3.8% increase from the previous year's budget.

"Our Mission...is to help"

The increase in expenditures is based primarily on the following:

- Increasing classified personnel costs:
 - MRRRA conducted a salary comparison at permanent household hazardous waste facilities in the San Francisco Bay Area and found that salaries at the facility are below market. For this reason, to maintain a high level of employee retention, the Marin HHW facility plans to adjust HHW employees' salaries between 7 to 10% during the next fiscal year.
- Implementing communication tools for customers:
 - Develop online customer service tools for the website (internet bot, scheduler, and materials search bar).
 - Update of the hazardous waste brochure.

The City and MRRRA through prudent fiscal management are proud to propose a budget increase well below the CPI-U while increasing MRRRA employee salaries substantially.

Please see the budget tables on the next page.

"Our Mission...is to help"

Proposed Marin HHW Program Operating Budget FY 2022/23

<u>MRRRA</u>	
Personnel	\$ 903,438
Non-personnel	\$ 1,014,044
Total HHW Facility Operating Contractual Services:	\$ 1,917,482

<u>CITY</u>	
Personnel	\$ 132,492
Non-personnel	\$ 49,548
Total City Management Oversight:	\$ 182,039

Total Marin HHW Program FY 2022/23 Budget: \$ 2,099,521

Marin HHW Program Operating Budget FY 2021/22

<u>MRRRA</u>	
Personnel	\$ 826,597
Non-personnel	\$ 1,021,150
Total HHW Facility Operating Contractual Services:	\$ 1,847,747

<u>CITY</u>	
Personnel	\$ 132,492
Non-personnel	\$ 49,548
Total City Management Oversight:	\$ 182,039

Total Marin HHW Program FY 2021/22 Budget: \$ 2,029,786

Should you need further information, please call me at the number below.

Respectfully,



Thomas Wong
Senior Management Analyst
San Rafael Fire Department
1375 Fifth Avenue
San Rafael, CA 94901
(415) 458-5360

"Our Mission...is to help"

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

RESOLUTION NO. 2022-02

ESTABLISHING ASSESSMENTS FOR INTERGRATED WASTE MANAGEMENT
PLANNING AND IMPLEMENTATION OF PROGRAMS FOR FY 2022-23

WHEREAS, the Marin County Hazardous and Solid Waste Management Joint Powers Authority (Authority) was established to prepare, adopt, and administer hazardous and solid waste plans; and

WHEREAS, the Authority may impose assessments based on the types and amounts of solid waste for costs, among other things, related to the preparation and adoption of a Regional Integrated Waste Management Plan (AB 939); and

WHEREAS, the Authority established the assessments at its regular meeting on June 16, 2022; and

WHEREAS, these assessments are set and imposed for FY 2022-23 only; and

WHEREAS, the City of Novato is not participating in the Authority's household hazardous waste collection program and instead participates in a program in conjunction with the Novato Sanitary District;

NOW, THEREFORE, BE IT RESOLVED that the following assessments are imposed for FY 22-23 and shall be collected from the organization specified herein;

<u>FY 22/23 Assessments</u>	
Redwood Landfill	\$2,100,826.40
Marin Resource Recovery Center	\$1,543,280.81
Marin Sanitary Transfer Station	\$57,119.37
Bay Cities Refuse	\$90,350.86
Marin Sanitary Service	\$708,159.74
Mill Valley Refuse	\$299,641.64
Novato Disposal	\$123,051.81
Recology Sonoma Marin	\$82,946.50
Tamalpais Community Service District	\$23,961.34
TOTAL	\$5,029,338.47

Item 6. Attachment 3

BE IT FURTHER RESOLVED that collection of assessments shall be as follows:

1. Assessments are based upon the tons of material collected and disposed during 2021, with data provided by the haulers, landfills, and recovery center.
2. Assessments shall be paid in two installments – half of the amount shall be due and payable on December 1, 2022; the remaining half shall be due and payable on May 1, 2023.
3. Assessments shall be due and payable to the “Marin County Treasurer – Tax Collector”, Administration Bldg., Civic Center, P.O. Box 4220, San Rafael, CA 94913-4220.

PASSED AND ADOPTED at a regular meeting of the Marin County Hazardous and Solid Waste Management Joint Powers Authority held June 16, 2022 by the following vote:

AYES:

NOES:

ABSENT:

Chair

ATTEST: _____

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Table 1

Agency	Reimbursement Requested	Reimbursement Allotted	Reimbursement vs. Allotted
County of Marin (BCR)	\$0.00	\$4,814.00	(\$4,814.00)
County of Marin (MSS)	\$4,667.00	\$4,814.00	(\$147.00)
County of Marin (MVRS)	\$3,221.00	\$4,814.00	(\$1,593.00)
County of Marin (RSM)	\$0.00	\$4,814.00	(\$4,814.00)
NSD	\$14,166.54	\$19,255.00	(\$5,088.46)
Bolinas	\$8,506.44	\$9,628.00	(\$1,121.56)
San Rafael	\$18,688.00	\$19,255.00	(\$567.00)
Strawberry	\$10,235.00	\$9,628.00	\$607.00
Almonte	\$6,422.00	\$9,628.00	(\$3,206.00)
Alto	\$6,422.00	\$9,628.00	(\$3,206.00)
Belvedere	\$12,844.00	\$19,255.00	(\$6,411.00)
Corte Madera	\$19,255.00	\$19,255.00	\$0.00
Fairfax	\$18,668.00	\$19,255.00	(\$587.00)
Homestead	\$6,422.00	\$9,628.00	(\$3,206.00)
Larkspur	\$18,668.00	\$19,255.00	(\$587.00)
LGVSD	\$9,335.00	\$9,628.00	(\$293.00)
San Anselmo	\$18,668.00	\$19,255.00	(\$587.00)
Sausalito	\$18,101.25	\$19,255.00	(\$1,153.75)
TCSO	\$9,628.00	\$9,628.00	\$0.00
Tiburon	\$12,844.00	\$19,255.00	(\$6,411.00)
Mill Valley	\$19,255.00	\$19,255.00	\$0.00
Marin City CSD	\$514.58	\$9,628.00	(\$9,113.42)
Ross	\$18,668.00	\$19,255.00	(\$587.00)
Stinson Beach	\$0.00	\$9,628.00	(\$9,628.00)
Total	\$255,198.81	\$317,713.00	(\$62,514.19)

Attachments:

1. Compliance Reimbursement Grant Reports

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager’s Office

**Prepared by: Cory Bytof,
Sustainability Program Manager**

City Manager Approval: _____

TOPIC CONTRACT FOR SB 1383 COMPLIANCE PLANNING

SUBJECT RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH R3 CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$155,096 FOR SENATE BILL 1383 PLANNING WORK FOR THE CITIES OF SAN RAFAEL AND LARKSPUR; TOWNS OF ROSS, FAIRFAX, AND SAN ANSELMO; THE LAS GALLINAS VALLEY SANITARY DISTRICT; AND THE COUNTY OF MARIN

RECOMMENDATION

Adopt a resolution authorizing the City Manager to enter into a contract with R3 Consulting Group, Inc. in an amount not to exceed \$155,096 for Senate Bill 1383 planning work for the cities of San Rafael and Larkspur; Towns of Ross, Fairfax, and San Anselmo; the Las Gallinas Valley Sanitary District; and the County of Marin.

EXECUTIVE SUMMARY

This report describes the need for a contract with our 3rd party rate reviewer for Marin Sanitary Service (“MSS”) rate setting to conduct a planning project with the City of San Rafael and other MSS franchising agencies (“Franchisors”) for compliance with Senate Bill 1383. This project will assist the Franchisors with development of processes, programs, ordinances, outreach, procurement, reporting, and other activities related to compliance with the law. The \$155,096 cost of the contract would be split equitably amongst ratepayers in all the jurisdictions and applied to the 2022 rates.

BACKGROUND

Senate Bill 1383

Senate Bill 1383 (SB 1383) is a State law that requires cities to reduce emissions of short-lived climate pollutants (SLCP). It sets targets to reduce organic waste disposal 50% by 2020 and 75% by 2025, and to rescue at least 20% of currently disposed surplus food by 2025 for people to eat. Arguably, the most extensive waste legislation in the history of the State of California, this law mandates that cities, towns, and counties do the following:

FOR CITY CLERK ONLY

File No.: _____

Council Meeting: _____

Disposition: _____

- Increase collection and recycling
- Procure mulch and compost
- Enable edible food recovery efforts
- Pass and enforce local legislation requiring businesses and residents to compost

In addition, it imposes other mandates on counties, and requires county-wide coordination for some of the requirements. Notably, SB 1383 allows for significant fines on local jurisdictions for not complying with the law's requirements. Local planning and ordinances must be in place by January 1, 2022.

Marin Sanitary Service Agency Collaboration

Several local agencies within Marin County have franchise agreements with Marin Sanitary Service (MSS) to provide refuse collection and recycling services to customers in their jurisdictions. Many of these agencies have similar contracts with MSS and share the same rate setting methodology. These agencies are the cities of San Rafael and Larkspur; the Towns of Ross, Fairfax, and San Anselmo; the County of Marin; and the Las Gallinas Valley Sanitary District. Due to common interests and common contracts, these Franchisors have agreed to work together in order to share costs and resources and achieve economies of scale.

For example, the Franchisors work together to make certain that ratepayers (citizens and businesses) are being properly charged for the various levels of service provided, by jointly hiring a 3rd party consultant to review MSS' annual rate application. In 2017 and 2018 the Franchisors worked together to update the financial methodology used to set customer rates to be simplified, streamlined, and to increase accountability. In each of these instances the City of San Rafael has been the lead agency on behalf of the Franchisors for contracting with consultants to assist with the projects.

ANALYSIS

Although Marin Sanitary Service has always been a leader and is further along than many other haulers in terms of recycling of organic materials, there is still a lot of work to be done for compliance with SB 1383. Some of these activities include procuring more carts, changing messaging and color coding, increasing outreach and education, and arranging for the processing and diversion of significant amounts of new organic materials such as food scraps, paper, and untreated wood products. In addition, the City and the other MSS franchising agencies will need to develop ordinances and enforcement mechanisms, conduct outreach, procure mulch and/or compost, conduct tracking and reporting, and engage in a county-wide partnership to address edible food recovery.

To ensure consistency and achieve economies of scale, the City and the other MSS franchising entities have chosen to work with our 3rd party rate reviewer R3 Consulting Group, Inc. As in the past, the Franchisors have agreed that the City would be lead agency and run the engagement, including overseeing the contract, billing, and administration on behalf of the other Franchisors.

R3's proposal is Attachment A to the staff report. It includes convening all franchisors as well as MSS and other stakeholders to develop pathways to compliance. Tasks include helping the jurisdictions develop materials and processes to achieve compliance with the basics of the law, assistance with identifying changes needed to MSS's activities, training, reporting, and presentations to decision-making bodies. All work is to be done in time for the end of year rate-setting process so that any new programs and activities can be included in the rate request for 2022.

R3 estimates the cost of the engagement to be an amount not to exceed \$155,096. This would be an addition of approximately 0.32% on the rates. However, Zero Waste Marin is deliberating funding the majority of the engagement, which could bring the direct cost to ratepayers down to \$44,380, equaling approximately 0.09% rate impact. In any case, the Franchisors would pool their resources to ensure that the rate is distributed equitably across all ratepayers in the MSS service area.

COMMUNITY OUTREACH

The City has posted this via our standard Council agenda packet channels through City Manager’s Snapshot and agenda posting notification emails.

FISCAL IMPACT

No direct fiscal impact to the City of San Rafael as the costs will be added to the MSS rates as a pass-through as per normal procedures. This rate impact is yet to be determined but would be an addition of between 0.09% and 0.32% to customer rates attributed in the 2022 rate year depending on the outcome of the Zero Waste Marin budget proposal to help fund these engagements.

RECOMMENDED ACTION

Adopt a resolution authorizing the city manager to enter into a contract with R3 Consulting Group, Inc. In an amount not to exceed \$155,096 for Senate Bill 1383 planning work for the Cities of San Rafael and Larkspur, Towns of Ross, Fairfax and San Anselmo, the Las Gallinas Valley Sanitary District and the County of Marin.

ATTACHMENTS

- Attachment A: R3 Proposal SB 1383 Planning & Implementation Assistance
- Attachment B: Resolution

April 21, 2021

Cory Bytof
Sustainability Program Manager, City of San Rafael
1400 Fifth Avenue, San Rafael, CA 94901
submitted via email: Cory.Bytof@cityofsanrafael.org

SUBJECT: Proposal for SB 1383 Planning and Implementation Assistance

Dear Mr. Bytof (on behalf of the MSS Franchisors),

R3 Consulting Group, Inc. (R3) is pleased to submit this proposal to provide the City of San Rafael (City) – serving as the lead agency on behalf of the Franchisors of Marin Sanitary Service (MSS), comprised of the City, the Towns of Ross, Fairfax and San Anselmo, the City of Larkspur, County of Marin, and Las Gallinas Valley Sanitary District (collectively “MSS Franchisors”) – in Senate Bill (SB) 1383 planning assistance and initial implementation. We are well positioned to provide the requested services to the Franchisors, having worked with you and MSS since 2017 while also simultaneously gaining experience assisting other clients throughout California in planning for SB 1383 compliance.

R3 has been actively tracking the development of SB 1383 regulations and has participated in the associated rule-making process up through the law’s finalization as of November 3, 2020. We have gained a thorough understanding of the regulations and are helping clients prepare for implementation. SB 1383 has complex requirements which affect many aspects of solid waste collection and post-collection systems. While haulers can assist in implementation of many aspects of the law, agencies ultimately bear responsibility for its implementation. Via this project, we will work with you to establish a coordinated approach for all MSS Franchisors, thus facilitating a cost-effective and smooth transition into implementation for the MSS, each of your agencies, and, of course, for your solid waste customers.

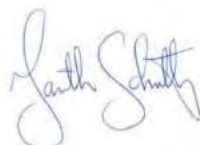
While a coordinated MSS-area-wide approach will result in greater economies of scale for the City and the other MSS Franchisors, certain tasks (in particular ordinance revision and procurement policy development) will require agency-specific efforts. As such, this proposal includes tasks that will be completed for all MSS Franchisors as well as specific tasks that will be customized for each agency as appropriate. Please note that this proposal, and its costs, assume that all MSS Franchisors will elect to participate in the project.

Rose Radford will serve as Project Manager and primary point of contact for this engagement. **Garth Schultz** will serve as Principal-in-Charge and will work with Rose throughout the project. We appreciate the opportunity to submit our proposal to the City. Should you have questions regarding our proposal or need additional information, please do not hesitate to reach out directly.

Sincerely,



Rose Radford | *Project Manager*
R3 Consulting Group, Inc.
415.347.9536 | rradford@r3cgi.com



Garth Schultz | *Principal-in-Charge*
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

1. SCOPE OF WORK

Task 1 – Project Kick-off and Coordination

Task 1.1 Kick-off Meeting

Upon City authorization to proceed, R3 will facilitate a project kick-off meeting with designated representatives of the MSS Franchisors. The meeting will provide an opportunity to review the project objectives, R3's project approach, schedule, and data availability. The kick-off meeting will serve to set the expectations and timeline for the Scope of Work and establish the best means for ongoing communication and collaboration between R3 and the MSS Franchisors for the duration of this engagement.

One item of importance for discussion during the kick-off meeting will be how R3, the City, the Franchisors and MSS will work collaboratively to ensure that this project provides the best possible outcomes for customers and ratepayers, while still achieving meaningful compliance with the law. R3 understands that the City and the Franchisors do not intend for this SB 1383 planning and implementation exercise to be a "check-the-box" exercise that results in compliance without due consideration of how to ensure the resultant outcomes are good for customers, good for the environment, and good for the economy. R3 whole-heartedly embraces this intention and has the on-the-ground experience working with commercial business and other parties in Marin County on organics collection programs and other similar policies. We will bring best practices gleaned from these experiences to bear in working with the Franchisors throughout the course of the project.

Please note that we have budgeted for all meetings to be virtual, including check-in meetings with agency staff, MSS, as well as presentations to Councils/Boards, and other bodies. Additional costs will be incurred for required attendance at in-person meetings; R3 will seek City approval of additional costs before they are incurred.

Task 1.2 Information Request

Upon authorization to proceed, R3 will provide the MSS Franchisors and MSS with a preliminary list of documents in support of this Scope of Work.

Requested documents may include, but will not necessarily be limited to, the following:

- › Customer rate sheets;
- › Education and outreach information provided by MSS to customers;
- › Copies of most recent monthly and annual reports, including tonnage reporting; and
- › Other relevant data.

The provided information and materials, along with the documents already in R3's files, will assist with our analysis and ultimate drafting of our Final Analysis Report and Findings.

Task 2 – Analysis of Current Programs and Implementation Pathways

There are aspects of the law, such as procurement policy, that would benefit from in-depth research, engagement with industry and public-sector partners, and a detailed cost/benefit analysis. Planning for requirements such as edible food recovery and reporting necessitates engagement with other agencies in Marin County. Options for enforcement, which is required to begin in 2024, should be explored in concert with interagency departments and other agencies in the County. Other aspects of the law, such as municipal code updates, are self-contained and could be easily accomplished by each agency without coordination with other agencies, though there are benefits to regional coordination.

R3 has been following SB 1383 regulations closely on behalf of many clients and has developed a user-friendly SB 1383 action plan that we will customize according to the MSS Franchisors' needs. SB 1383 touches upon many aspects of solid waste management, many of which are currently the responsibility of

the franchised haulers via agreements, while others are jurisdictional responsibilities, and some may already be the responsibility of either the County or Zero Waste Marin.

R3 will assess SB 1383 preparedness by beginning with our action plan template, and for each requirement:

1. Determining if there is a similar existing requirement via another legislation such as Assembly Bill (AB) 1826, and indicating which party(ies) are responsible for the similar requirement;
2. If there is a similar existing requirement, assessing current compliance activities conducted by the party responsible against the upcoming requirements of the law and identifying changes that need to be made, assuming no changes in responsible party; and
3. If there is no similar requirement (such as for edible food recovery), R3 will assess current conditions and make recommendations that provide a pathway to compliance.

Gaps in compliance will be identified through this process, along with opportunities for program improvements.

SB 1383 jurisdiction responsibilities can be broken up into five major compliance areas, described in more detail in sub-tasks 2.1 - 2.5:

- › Education and Outreach;
- › Inspection and Enforcement, including the assessment of penalties and contamination monitoring;
- › Edible Food Recovery Programs;
- › Purchasing Policy Changes; and
- › Collection Service Adjustments.

Based on similar reviews for other jurisdictions, pathways are likely to include the following:

- › Implementing universal roll-out by providing organic waste collection services (including food waste) to all residents and businesses;
- › Establishing a food recovery program in coordination with Marin County and/or other agencies as appropriate;
- › Providing enhanced education and outreach to the community, which involves potential changes to content and frequency of mailers and on-site outreach as appropriate;
- › Hiring a dedicated officer for enforcement of the law's requirements;
- › Procuring more recyclable and recovered organic products;
- › Gathering a significant amount of information for reporting to CalRecycle, both during the initial planning and reporting process, and on an ongoing basis as a part of Electronic Annual Reports to CalRecycle (reporting is currently completed by Zero Waste Marin); and
- › Monitoring and enforcing compliance through the agencies' municipal codes.

It should be noted that the tracking and reporting requirements of SB 1383 are substantial. We are aware that MSS has already engaged Recyclist, which is a data management system designed to facilitate tracking of outreach and education efforts and associated collateral such as photos and exemption forms. While Recyclist may be effective for ongoing reporting for SB 1383, the agencies may need to coordinate reporting activities with Zero Waste Marin (currently the designated AB 939 reporting entity for jurisdictions in Marin County). Reporting is built in to all the programmatic implementation steps outlined in this task, and recommendations on reporting will be included as a part of all sub-tasks listed below.

It should also be noted that many of these tasks would benefit from a coordinated regional approach. As a part of some of these tasks, R3 proposes to engage various agencies active in Marin County in order to facilitate collaboration. However, this scope of work is specifically designed to facilitate the MSS

Franchisors' implementation of SB 1383, and as such, engagement with regional actors and the County is focused on specific topic areas.

Task 2.1 Education and Outreach

Data shows that on-the-ground technical assistance is key to effective program implementation, from signing businesses up for organics service to reduce contamination by more effective sorting. We are aware that low contamination is a key requirement of the MSS Food to Energy program and that contamination monitoring via route audits is also a requirement of SB 1383 (see Task 2.5, Collection Service Adjustments).

SB 1383 requires education and outreach activities – generally in alignment with AB 1826 education and outreach – including the following:

- › Monitoring of businesses that generate 2 or more cubic yards of solid waste per week;
- › Conducting site visits to encourage correct participation and sign-up for non-compliant accounts;
- › Waste assessments, especially in the case of exemption requests or reported self-haul or back-haul activities;
- › Annual mailers, which will need to include the new requirements of SB 1383 such as multi-family recycling instructional materials provided to new tenants on move-in, front-of-house sorting containers including recycling and organics containers with labels and correct color coding; and
- › Education and outreach targeted at Tier I and Tier II covered generators under the edible food recovery requirements, which differ from the organics recycling requirements of AB 1826 and will likely require staff to facilitate relationship-building between covered generators and recovery organizations.

While these activities are familiar to MSS and MSS Franchisors and ramping up to AB 1826 covered generator thresholds will likely facilitate most education and outreach activities required under the new regulations, R3 anticipates additional staff effort related to education and outreach. This will likely require increased staffing for the party(ies) identified as responsible for these requirements, including MSS and the Franchisors' staff.

This Education and Outreach task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.2 Inspection and Enforcement

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements, including: signing up, participating, placing containers for recycling and organics in the front- and back-of-house, and self/back-hauling in compliance with the state's requirements.

In summary, SB 1383 introduces:

- › Penalties for non-compliant businesses (under the organics recycling requirements, the requirement to right-size containers, and the requirements to provide educational material as well as the edible food recovery requirements described in Task 2.3) in alignment with the SB 1383 penalty structure introduced in the regulations;
- › Penalties for haulers, including franchised haulers and the self-haul sector for not diverting organic material according to the requirements;
- › Penalties for regulated entities for not providing adequate reporting (this includes edible food recovery organizations);
- › Investigation of complaints of non-compliance by members of the public or other entities;

- › Contamination monitoring via periodic (current regulations require annual) route audits for every route and a representative portion of customers; or via monitoring at post-collection facilities;
- › A defined “waiver” system similar to the exemption system for AB 1826, except that organics generation thresholds are lower (10 gallons or less for customers below 2 cubic yards of solid waste service, and 20 gallons or less for customers at or above 2 cubic yards), inspection of businesses subject to waiver and adequate documentation is required, and re-inspection on a prescribed basis (now every 5 years). Note that physical space limitations are included as a possible waiver rationale. R3 generally recommends that exemption/waiver authority resides in jurisdiction or authority staff and not the hauler; and
- › Required reporting to CalRecycle on all site visits, penalties, waivers.

Via this task, R3 will further refine our staffing impact analysis, and research compliance fee mechanisms and alternative options for enforcement.

While the inspections required by the regulations can reasonably be performed by the hauler, others (such as the edible food recovery enforcement and the front-of-house container placement) are not appropriate to include in hauler responsibilities. Moreover, the regulations clearly state that authority for enforcement cannot be delegated to a private entity. Based upon the SB 1383 planning assistance R3 has conducted for other agencies, R3 anticipates at this time that at least one part-time enforcement staff with the ability to issue citations will be needed for the City of San Rafael; and some level of additional enforcement staff will be needed for the other agencies.

This Inspection and Enforcement task will be completed separately for each MSS Franchisor.

Task 2.3 Edible Food Recovery Programs

Establishing and implementing food recovery programs can be challenging, but R3 is aware of a number of edible food recovery organizations that are already operating in Marin County.

The County is responsible for a number of the key aspects of planning for SB 1383, including:

- › Inspection of all food-serving businesses via Environmental Health for enforcement of state minimum standards; and
- › Planning for edible food capacity in the County, including identification of edible food recovery organizations and assessment of those organizations’ capacity, as well as any need for additional capacity in the County.

As such, R3 proposes to initially engage the County and request available information about the County’s current edible food recovery planning efforts, as well as current activities conducted by County Environmental Health inspectors and collateral already developed by the County. We will assist the agencies in exploring opportunities for regional coordination and interagency collaboration related to edible food recovery, with an eye toward going “above and beyond” basic requirements to design a program that effectively captures edible food that was previously disposed, and provides it to people in need.

After engaging with the County, R3 will then prepare a list of strategies appropriate for the agencies to implement or support. These could include:

- › Connecting potential donors to potential recipients;
- › Providing small grants to food recovery organizations for refrigerators or vehicles;

- › Distributing model food recovery agreements to surplus food generators, based upon CalRecycle’s model agreement;
- › Coordinating efforts with County Environmental Health for distribution of food recovery information to commercial food generators or training of food recovery organizations in safe food handling procedures; and
- › Coordinating efforts with the County to ensure that food-insecure recipients are matched with food distribution organizations.

The Edible Food Recovery Programs task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.4 Purchasing Policy Changes

SB 1383 requires changes to each agency’s purchasing policies, including procurement of recycled-content paper, compost and/or mulch product from post-collection facilities, use of natural gas from post-collection facilities, and use of electricity from qualifying post-collection sources.

Via this task, R3 will calculate the required amounts of product for each agency and will assist the agencies as necessary in gathering information about current purchasing quantities of qualifying materials from the various agency departments involved. Informational interviews with up to four related industry and public sector partners will be arranged, including:

- › Central Marin Sanitation Agency, the agency that receives processed food scraps from MSS and introduces those food scraps into its digesters for conversion into natural gas;
- › Marin Community Choice Energy, a non-profit renewable electricity provider that the agencies partner with, and which has already obtained energy from some qualifying sources;
- › Marin Carbon Project or other solutions-based collaboratives that focus on the use of compost, mulch, and biosolids, including strategic spreading of recovered organic content in open space; and
- › The Wildfire Prevention Authority or another public agency partner to explore the existing generation of woody matter and the highest and best use of that matter for environmental purposes.

R3 will also conduct limited research to gather information on the use of the products required for procurement to assist the MSS Franchisors in determining the most beneficial procurement strategy that will align with the requirements of SB 1383.

This Purchasing Policy Changes task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor; although R3 will calculate recovered organics procurement targets separately for each agency.

Task 2.5 Collection Service Adjustments

Although MSS is currently conducting a range of activities for AB 1826 compliance, R3 initially expects that these activities will need to be expanded and adjusted to facilitate compliance with SB 1383.

Specifically, the Franchisors and MSS will need to explore the following types of adjustments in collection programs:

- › Establishment or expansion of recycling and composting collection services to all customers to address SB 1383 requirements;
- › Route audits for contamination monitoring;
- › Edible food recovery outreach and education and designation of responsibilities between hauler, agencies, and County staff;

- › Diversion and program monitoring and reporting;
- › Coordination and task designation between the agencies and the hauler; and
- › Collection container labeling adjustment to align with SB 1383 requirements for all new carts and bins placed into service. These labels may be printed and not include graphics, but they must include a list of allowed and dis-allowed materials. While commercial bin labels may be compliant, it is possible that CalRecycle will require labels to be placed on all residential carts as well. Moreover, if MSS is currently using black containers for the Food to Energy program, those carts will need to have their lids changed to the yellow color to be compliant.

R3 will prepare a list of the adjustments that the MSS Franchisors may consider requesting MSS to make, and present that list to MSS during one virtual meeting to discuss operational feasibility, benchmarking, and costs, with universal service for all businesses as a significant point of discussion.

The information gathered during that meeting will be synthesized, analyzed, and provided as guidance to the MSS Franchisors. This will identify which activities are best suited for MSS to perform, as well as determining marginal activities that may benefit from MSS's assistance or involvement. We will provide the analysis and recommendations in our final report to the MSS Franchisors, as a part of Task 4, and will be available to assist the MSS Franchisors in negotiations for an amendment to the MSS agreement, or a mutually agreed-upon letter of understanding (see optional Task 5).

This Collection Service Adjustments task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor. With this task, R3 will also provide an estimate of initial costs of implementation for implementation of the SB 1383 requirements by the MSS Franchisors based upon our recommended implementation approach. This cost estimate may be further adjusted depending upon agency interests and the final implementation strategy during rate-setting in late 2021.

Task 2.6 Ongoing Coordination

R3 will arrange regular check-ins (approximately five meetings) by conference call with agency staff throughout the duration of the project. R3 will advise agency staff of upcoming interviews and coordinate agency staff availability to join in these meetings, with the ultimate goal of positioning staff to proceed with implementation of the programmatic requirements after the planning process is complete. This task includes regular check-ins with the MSS Franchisor staff as a whole, as well as individual meetings with each agency (up to two per agency, in addition to the combined meetings with all Franchisors).

Task 3 – Municipal Code Update

R3 proposes to provide limited implementation assistance to the MSS Franchisors in preparing a municipal or district code update in alignment with SB 1383 requirements.

SB 1383 requires updates to the municipal or district codes of every jurisdiction in California, aligning with the following requirements in the regulations:

- › Universal service for organic waste diversion;
- › Other business and hauler requirements under the regulations, described more fully in Task 2, above;
- › Penalties for non-compliance and the mechanism for assessing such penalties;
- › Enforcement of CALGreen construction and demolition debris recycling requirements and container design requirements; and the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

This task is limited to updates on municipal code language to align with SB 1383 and does not include other revisions such as modernizing code language or alignment with franchise agreement language.

We are aware that the self-haul requirements of SB 1383 are of particular interest to the City of San Rafael. Via this task, we will also prepare one short memorandum that describes the requirements of SB 1383 and how they are enacted in the model municipal code as well as the proposed municipal code. We will provide an explanation on how self-haul regulation is envisioned in SB 1383, how it might be implemented, and benefits/drawbacks to the proposed approach.

We recommend that the MSS Franchisors develop municipal/district code updates using the model municipal code provided by CalRecycle as a basis and adapt that municipal code in accordance with legal counsel's preference and R3's professional judgement. Via this task, R3 will work directly with legal counsel and City staff to prepare an ordinance for adoption by each agency, will be available to present and introduce the proposed ordinances at one virtual Council/Board meeting, and will attend one additional virtual Council/Board meeting to answer questions for final adoption, per agency.

Please note that ordinance revisions outside of SB 1383 requirements may require additional effort than is anticipated herein. Should the City or the agencies wish to explore other solid waste-related municipal code changes, R3 would be happy to assist pending approval of additional contract expenses for work outside of SB 1383.

Task 4 – Training, Reporting, and Presentations

R3 will arrange a combined SB 1383 training meeting to provide MSS Franchisor staff with additional information about the law and suggests that agency management be engaged if not already for that meeting. This training will be conducted virtually, and a copy of the presentation and an associated handout will be provided beforehand to participants. We will present our findings to date and our recommendations for next steps during that meeting and gather information from agency staff on feasibility and preferences.

R3 will prepare a draft analysis report for City of San Rafael review which includes the following key elements:

- › A summary update of recent legislation, including AB 341, AB 1826, AB 901, AB 1594 and SB 1383, all of which should be addressed in the City's new Agreement(s);
- › A summary of the research, interviews, recommendations and outcomes from Tasks 2 and 3;
- › Suggested best practices to include as part of the Agreement(s) updates and/or letters of understanding with the hauler.

As part of this task, we will provide an electronic version of the draft analysis report to the City of San Rafael for comments. At the City staff's preference, we will be available for one additional meeting to review findings and address the City's comments on the draft report.

Following discussion with the City, R3 will revise our draft report and provide the MSS Franchisors with a second interim draft analysis report. We will be available to meet with each MSS Franchisor staff one additional time to provide revisions and address comments, and thereafter will compile our final draft report.

R3 will also be available to provide one virtual presentation to each Council/Board with findings and recommendations resulting from the tasks above.

Optional Task 5 – Negotiations with MSS

The role of the hauler is key in designing an effective SB 1383 implementation plan. We will already have identified roles for the hauler to fill and met with MSS to explore options on those roles as a part of Task 2.5. After resolution of those conversations, R3 expects that MSS will either propose an amendment to their Agreement with the MSS Franchisors, or request that a letter of understanding or other less formal agreement be agreed upon and signed.

Regardless of the mechanism, we expect that implementation of the SB 1383 requirements will involve changes to the MSS costs of operation likely to impact rates. If the MSS Franchisors so desire, R3 can assist the Franchisors in negotiating the rate impacts and finalize the language on program requirements and design for those elements of implementation for which each chooses to engage MSS. In this proposal, we have provided for up to five additional meetings with MSS, and the drafting of an amendment or letter of understanding as an optional task.

Deliverables

- › Two (2) Draft Analysis and Findings Reports, including an SB 1383 preparedness matrix;
- › One (1) municipal code update for each agency;
- › Two (2) virtual Council/Board meetings [one (1) presentation and one (1) to answer questions] prior to adoption of each municipal code update;
- › One (1) Final Analysis Report and Findings in electronic format;
- › One (1) virtual presentation, per agency, to Council or Board on findings and recommendations;
- › *(Optional)* Amendment or letter of understanding with MSS.

2. PROJECT SCHEDULE

R3 is available to begin work on this project as soon as indicated by the City. R3 proposes the following schedule for work completion, with the project beginning in May 2021 and completing by the end of December 2021.

This schedule provides ample time to complete the required project effort, achieve compliance with SB 1383 starting May 2021 (pending appropriate agency action), and incorporate project results into the regularly scheduled MSS 2022 rate adjustment and setting process.

TASK	START DATE	COMPLETION DATE
1. Project Kick-Off and Coordination	May 2021	May 2021
2. Analysis of Current Programs and Pathways	June 2021	July 2021
3. Municipal Code Update	July 2021	September 2021
4. Final Analysis, Reporting, and Presentations	September 2021	December 2021
5. <i>(Optional)</i> Negotiations with MSS	July 2021	October 2021

3. PROJECT BUDGET

R3 proposes a contract with the City of San Rafael as the lead agency, providing for the scope of services for all MSS Franchisors. Payment for work performed under this scope of services is rate-recoverable MSS as a pass-through-cost. The proposed contract amount of **\$155,096** is a not-to-exceed amount based on time and materials for all Franchisors.

TASK		7-Agency Total
1	Project Kick-off and Coordination	\$2,674
2	Education and Outreach	\$5,462
	Inspection and Enforcement	\$16,819
	Edible Food Recovery Programs	\$7,762
	Purchasing Policy Changes	\$9,056
	Collection Service Adjustments	\$7,906
	Ongoing Coordination and Cost Estimates	\$8,481
3	Municipal Code Update	\$38,467
4	Training, Reporting, and Presentations	\$14,087
Subtotal Tasks 1-4		\$110,716
5	(Optional) Negotiations with MSS	\$24,150
Total Tasks 1-5		\$134,866
15% Contingency		\$20,230
Not-to-Exceed Grand Total		\$155,096

Billing Rates

In the table below, we have provided our hourly billing rates for R3 that may be involved in providing the City solid waste consultant services.



CLASSIFICATION	HOURLY RATE
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - <i>Private or company car</i>	At Current Federal Rate
Travel - <i>Other</i>	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

4. FIRM QUALIFICATIONS

About R3

Incorporated in California in 2002, R3 is a California Certified Small Business with offices in Roseville and Davis, California. Our firm is led by two principals, Richard Tagore-Erwin and Garth Schultz, who have 40+ years of combined solid waste expertise.

We specialize in providing a diverse range of solid waste management consulting services exclusively to public agencies, including rate and financial reviews, competitive procurement and/or extension negotiations of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; and legislative compliance.

R3 works exclusively for public agencies and does not work for any private solid waste management companies. We do, however, have very good professional working relationships with private sector service providers - which is valuable in negotiations.

Food Waste Reduction Planning / Food Recovery

R3 assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Our organics-related services include the following:

- › Developing and evaluating existing organics programs;
- › Analyzing options for program improvement and potential new programs to implement;
- › Identifying businesses subject to compliance with SB 1383;
- › Monitoring and tracking covered generator compliance;
- › Designing and assessing public education and outreach materials and methods for notifying businesses of their requirements and compliance options;
- › Developing franchised hauler tracking methods for necessary reporting, public education and outreach, and compliance monitoring requirements;
- › Performing on-site waste assessments and material characterizations and providing hands-on technical assistance to regulated businesses to support their compliance;
- › Facilitating private sector diversion opportunities, including food donations and recycle/reuse vendors; and
- › Planning for end-use markets for compost product and SB 1383 implementation.

Legislative Compliance

R3 provides a full range of planning, design, implementation, monitoring, and administrative services in support of regulatory compliance with AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), AB 341 (Mandatory Commercial Recycling), AB 1594 (Ban on Green Material ADC Diversion Credit), as well as new legislation such as AB 1669 (Displaced Employees), AB 901 (Solid Waste Reporting Requirements), and AB 876 (Organics Management Infrastructure Planning).

California has adopted aggressive legislation to reduce waste sent to the landfill and many jurisdictions are not fully prepared to meet their requirements under AB 341, AB 1594 and AB 1826. Our understanding of these legislative requirements and our hands-on experience assisting our clients with implementing effective AB 341 and AB 1826 programs and preparing for the requirements of AB 1594, AB 1669, SB 1383, and AB 901 has helped us to develop effective compliance strategies and implementation plans that leverage existing franchised hauler resources and contractual requirements.

We ensure that all regulatory requirements are being met and that our clients are taking the necessary steps to remain in compliance with the law. We assist jurisdictions with meeting these requirements by providing a coordinated approach that is logical and cost-effective, and draws upon our operational, public policy, and public education and outreach capabilities.

Relevant Experience

R3's project team brings a unique level of relevant experience and knowledge of solid waste solutions that can help you deliver the organics programs and policy that your community needs.

In the past 3 years alone, R3 has assisted 30+ clients with legislative compliance plans. Our work, with a sampling shown below, covers everything from agreement negotiations, policy and ordinances development, legislative compliance, to stakeholder engagement.

Project Team Qualifications

Below is a brief summary of roles and responsibilities for each project team member. More information on their qualifications can be found within their resumes, located in the following pages.

Name / Role**Specialty****Responsibilities****Garth Schultz**
Principal-in-Charge*Legislative Compliance, Rate Analysis, Strategic Analysis, Project Leadership*

Garth will provide project oversight as Principal, as well as analytical support as needed. He will contribute his expertise developing strategies for straightforward legislative compliance and organics planning.

**Rose Radford**
Project Manager*Legislative Compliance Guidance, Ordinance Revisions, Capacity Analysis, Project Management*

Rose will be the Project Manager and will be the primary point of contact. She will be responsible for overseeing the team, providing analytical review, and leading stakeholder engagement and presentations. Throughout the entire engagement, she will be ensuring all the City services are being met for the project.

**Carrie Baxter**
Analytical Support*Legislative Compliance Guidance, Collection Agreement Negotiations and Procurement Assistance, Ordinance Revisions, Rate Analysis, Project Management*

Carrie will bring her thorough understanding of SB 1383 and AB 827, AB 341, and AB 1826 and provide key analytical support to assist in analyzing capacity needs and guidance on regulatory requirements.

**Claire Wilson**
Analytical Support*Legislative Compliance Guidance, Reporting, Ordinance Revisions, Edible Food Recovery, Education and Outreach*

Claire will provide analytical support to assist in providing guidance on regulatory requirements. She will assist in the strategizing and development of outreach materials.

**Kristy Dalay**
Analytical Support*Legislative Compliance Guidance, Rate and Data Analysis, Education and Outreach*

Kristy will provide support for record keeping and reporting, as required under SB 1383, and assist in creating outreach materials for ongoing educational purposes.

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH R3 CONSULTING GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$155,096 FOR SENATE BILL 1383 PLANNING WORK FOR THE CITIES OF SAN RAFAEL AND LARKSPUR; TOWNS OF ROSS, FAIRFAX, AND SAN ANSELMO; THE LAS GALLINAS VALLEY SANITARY DISTRICT; AND THE COUNTY OF MARIN

WHEREAS, the City of San Rafael must comply with California Senate Bill 1383, the Short-Lived Climate Pollution Act, which requires a set of actions be completed by January 1, 2022; and

WHEREAS, the City of San Rafael shares similar franchise agreements with Marin Sanitary Service as the City of Larkspur; Towns of Ross, Fairfax, and San Anselmo; the County of Marin; and Las Gallinas Valley Sanitary District, hereinafter "Franchisors"; and

WHEREAS, the Franchisors have collectively agreed to enter into an agreement with R3 Consulting Group, Inc. to engage in planning work for SB 1383 on behalf of the Franchisors; and

WHEREAS, the Franchisors have agreed to equitably share the costs of, and have the City of San Rafael be the lead agency in, this engagement with R3 Consulting Group on behalf of the Franchisors and conduct all aspects of the contract including billing and invoicing on behalf of the Franchisors; and

WHEREAS, the City of San Rafael is in receipt of a proposal by R3 Consulting Group, Inc dated April 21, 2021, with a not-to-exceed amount of \$155,096 to conduct SB 1383 planning work with the Franchisors;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES RESOLVE, DETERMINE AND ORDER AS FOLLOWS: The City Manager is authorized to enter into a contract with R3 Consulting Group, Inc. in an amount not to exceed \$155,096 for Senate Bill 1383 planning work as set forth in the consultant's April 21, 2021 proposal, for the Cities of San Rafael and Larkspur; Towns of Ross, Fairfax, and San Anselmo; the Las Gallinas Valley Sanitary District; and the County of Marin.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 3rd of May, 2021, by the following vote, to wit:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

LINDSAY LARA, City Clerk

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Town of Ross, California
2. Reimbursement request amount: \$18,668 - Payable to
City of San Rafael, CA
3. Description of activities:

To help support Marin's solid waste franchising activities develop, implement, and demonstrate compliance with SRA 1383, R3 consulting group was engaged to support Town of Ross to implement new programs. The reimbursement request amount is the Town of Ross's proportional allocation of R3's total invoices for their work. The City of San Rafael ran the engagement on behalf of all Marin Sanitary Service Franchiser Agencies. Please make the reimbursement check payable to City of San Rafael.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

Revised 4/29/2022

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Strawberry Recreation District

2. Reimbursement request amount: ~~_____~~ \$10,235.72

3. Description of activities:

Legal review for ordinance - \$1,240

Organic recycling trash cans - \$2,553.72

R3 Consulting \$6,442

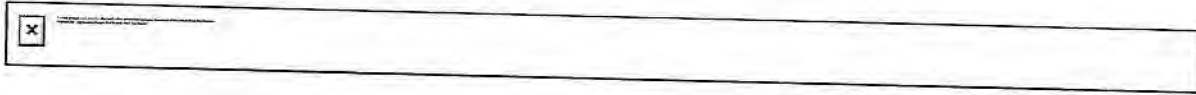
4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

GM

From: Displays2go <displays2go@t.displays2go.com>
Sent: Wednesday, January 19, 2022 5:01 PM
To: GM
Subject: Your Displays2go Order Confirmation



[New](#) | [Best Sellers](#) | [Sale](#) | [Shop All](#)

Hello, Nancy

We wanted to take a moment and personally thank you for your order! You have a lot of options and it means everything to us that you chose to do business with us.

We are the biggest champions of your success.

Your order was received on **01/20/2022 01:00:37 (UTC)**.

Your order number is **WEB102857589**.

Billing:

Shapiro, Nancy
Strawberry Recreation District
118 E Strawberry Drive
Mill Valley, CA, 94941-2505

Shipping:

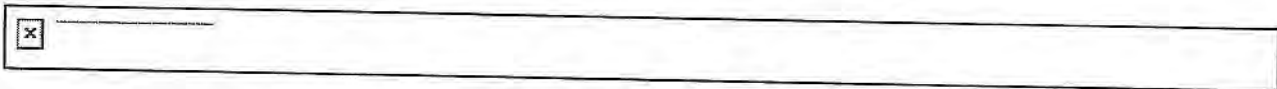
Shapiro, Nancy
Strawberry Recreation District
118 E Strawberry Drive
Mill Valley, CA, 94941-2505

Payment Method(s):

Visa

Amount: \$2,553.72

Shipping Method: Ground



Your Order Details





17 Gal Cast Aluminum Trash Receptacle w/ Powder Coated Finish, Basket Weave - Black

SKU: FGALTRASH2

QTY: 6

Price: \$2,135.94

Subtotal: \$2,135.94

Shipping: \$241.56

Sales Tax \$176.22

Total Discount \$0.00

Grand Total \$2,553.72



Customers who bought items in your order also bought:



Retractable Banner Stand with 33 x 78 Custom Printed Graphic - Silver

\$263.99



8' Trade Show Backdrop for Floor or Tabletop, Custom Graphics, Portable

\$733.99



Mobile Lectern with Enclosed Cabinet, Pull-out Shelf, Locking Wheels - Black

\$385.99

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SHOP NOW

SHOP NOW

Join Our Email List For Exclusive Offers & Promotions!

Be the first to know about exclusive deals, new product launches, and much more!

[Click here to join our mailing list!](#)

GM

From: NANCY SHAPIRO <nshapi@aol.com>
Sent: Tuesday, April 26, 2022 1:30 PM
To: GM
Subject: Organic recycling can



Sent from my iPhone

Marin County Counsel

3501 Civic Center Dr., Room 275
San Rafael, CA 94903

(415) 499-6117

FAX (415) 499-3796

TDD (415) 499-6172

TO: Strawberry Recreation District

December 31, 2021

Billing Period 9/30/2021 through 12/31/2021.

STR-001	General	Hrs/Rate	Amount
10/8/2021	RGB Emails re: SB 1383 email opinion re: hiring issue draft agenda	1.50 248.00/hr	372.00
10/19/2021	RGB Meet with GM re: 1383 issues	0.50 248.00/hr	124.00
10/27/2021	RGB Tc with GM	0.50 248.00/hr	124.00
10/27/2021	RGB Draft emails re: Kreuzer SA follow up re: same	0.75 248.00/hr	186.00
11/1/2021	RGB Review LW file (patron conduct) draft letter to LW email re: same	1.00 248.00/hr	248.00
11/2/2021	RGB Review emails from JF re: press release edit and follow up re: same	0.75 248.00/hr	186.00
11/5/2021	RGB Draft agenda draft license - research same draft second letter to KS	2.00 248.00/hr	496.00
11/8/2021	RGB Draft second license respond to GM's license questions edit license re: same	1.25 248.00/hr	310.00
11/9/2021	RGB Finish license agreements - edit and with attachments	1.00 248.00/hr	248.00
11/9/2021	RGB Attend closed session - two items	1.50 248.00/hr	372.00
11/12/2021	RGB Research special event alcohol permit legal implications draft special event form review email from Lw draft email in response	2.00 248.00/hr	496.00
11/30/2021	RGB Review email re: lifeguard certification review resolution draft response	0.25 248.00/hr	62.00
12/10/2021	RGB Draft monthly agenda review 1383 ordinance address legal issues presented re: ordinance	1.50 248.00/hr	372.00
12/15/2021	RGB Telephone meeting with NS re: various issues	0.50 248.00/hr	124.00
12/17/2021	RGB Review incident report re: Danilo follow up edits and communication re: same	0.50 248.00/hr	124.00
		Total Hours: 15.50	

SB 1383 → \$868.00

**Marin County Counsel
Detail Report**

Date between 04/01/22 and 04/19/22 and matter id='STR-001'

Date	Reference	Description	Time
04/07/2022	General	Prepared agenda for board meeting; discussed agenda topics with Nancy (GM).	1.00
04/11/2022	General	Reviewed language changes to SB 1383 amendment to trash collection agreement.	0.50
04/12/2022	General	Participated in Strawberry Rec District Closed Session.	1.00
04/18/2022	General	Drafted Vaccine Mandate medical exemption decision form for water aerobics instructor; discussed personnel issues with Nancy by phone.	1.00
04/08/2022	General	Reviewed SB 1383 Amendment to Agreement between MVRs and SRD and corresponded with GM about the same.	1.00
Grand Total:			4.50

SB 1383 1.5 hrs @ \$248/hr. = \$372.00

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: _____ Strawberry _____
2. Reimbursement request amount: _____ \$6,442 _____
3. Description of activities: Agency contracted with R3 Consulting Group to for compliance planning with SB 1383. Tasks included drafting and adopting the Agency's SB 1383 ordinance, negotiations with MVRS for SB 1383 activities, a draft amendment codifying those SB 1383 activities, an implementation matrix, numerous meetings with staff, and final report. _

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Alto

2. Reimbursement request amount: \$6,442

3. Description of activities: Agency contracted with R3 Consulting Group to for compliance planning with SB 1383. Tasks included drafting and adopting the Agency's SB 1383 ordinance, negotiations with MVRS for SB 1383 activities, a draft amendment codifying those SB 1383 activities, an implementation matrix, numerous meetings with staff, and final report.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Business Community Public Utility District
2. Reimbursement request amount: \$8,506⁰⁰
3. Description of activities:

The BCPUD's legal counsel, Meyers Nave, assisted the District with numerous SB 1383 compliance-related activities during February, March and April 2022, including but not limited to, the adoption of a compliant ordinance (BCPUD Ordinance 40) and reviewing/advising the District with regard to the proposed amended franchise agreement with the District's Franchisee to incorporate SB 1383 responsibilities. The District hereby submits an invoice from Meyers Nave for serviced rendered through March 31, 2022 in support of this request in the amount of \$ 8,230.96. Please note, however, the detailed billing entries supplied by the District's counsel supporting the invoice contain District's counsel's impressions, conclusions, opinions, legal research and strategy and are, therefore, protected from disclosure by the attorney-client and attorney work product privilege.

The District also expended \$275.48 to publish its proposed Ordinance 40 in the Marin Independent Journal (see enclosed receipts for \$124.62 and \$150.86).

Consequently, as the District's General Manager, I hereby attest that all of the activities covered by the enclosed invoices (which total \$8,506.44) were related to SB 1383 compliance-related tasks for the District and not for any ineligible activities. If the JPA Board has any questions or concerns about this reimbursement request, please let me know. I would be happy to attend the May 2022 meeting of the JPA to answer questions if that would be helpful.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.



A Professional Corporation
1999 HARRISON STREET, 9th FLOOR
OAKLAND, CA 94612
510-808-2000
Tax Id 94-3050358

April 29, 2022

Jennifer Blackman, Esq., General
Bollnas Community Public Utility Distric
P.O. Box 390
Bollnas, CA 94924

Invoice No. 192537
Client No. 1906
Matter No. 001

INVOICE SUMMARY

For Professional Services Rendered Through April 30, 2022

CLIENT: Bollnas Community Public Utility
MATTER: General Public Law

Total Professional Services	\$ 495.50
Total Costs	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 495.50
Outstanding Balance	<u>\$ 7,735.46</u>
TOTAL BALANCE DUE	<u>\$ 8,230.96</u>

Advertising Order Confirmation

BOLINAS COMMUNITY PUBLIC UTILITY
DISTRICT, STATE OF CALIFORNIA

ORDINANCE SUMMARY

AN ORDINANCE OF THE BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT REPEALING AND REPLACING ORDINANCE NUMBERS 2, 23 AND 24 RELATED TO SOLID WASTE COLLECTION

NOTICE IS HEREBY GIVEN that on March 16, 2022, the Bolinas Community Public Utility District (the "District") Board of Directors will consider adopting an ordinance (the "Ordinance") that repeals and replaces Ordinance Numbers 2, 23 and 24 relating to solid waste collection and implements regulations promulgated pursuant to Senate Bill 1363 ("SB 1363", SB 1363 established statewide methane emissions reduction targets, in an effort to reduce emissions of short-lived climate pollutants, in various sectors of California's economy; included statewide goals to reduce the disposal of organic waste (food scraps, yard debris, paper products, etc.) and recover edible food for human consumption; and requires jurisdictions subject to it throughout the State to adopt an ordinance or other similarly enforceable mechanism by 2022. If adopted, the Ordinance would mandate that organic waste generators, haulers, and other entities subject to the authority of the District, comply with SB 1363 regulatory requirements. In particular, the Ordinance would require single-family waste generators and commercial businesses to participate in the District's Organic Waste collection service(s); require commercial edible food generators to arrange to recover the maximum amount of edible foods that would otherwise be disposed; require food recovery services and organizations to comply with record-keeping and planning requirements; and set operating requirements for haulers and self-haulers. Adoption of the Ordinance would also provide authority and standards for inspections and investigations to ensure compliance with the Ordinance and for enforcement of the Ordinance.

Adoption of the proposed ordinance is not subject to the California Environmental Quality Act ("CEQA") because it is categorically exempt from CEQA under CEQA Guidelines Section 15308, as an action that will not have a significant impact on the environment and as an action taken by a regulatory agency for the protection of the environment, specifically, for the protection of the climate.

This Ordinance Summary was prepared pur-

Advertising Order Confirmation

**BOLINAS COMMUNITY PUBLIC UTILITY
DISTRICT**

**BCPLUD BOX 390 270 ELM ROAD
BOLINAS CALIFORNIA 94004 415 868 1224**

ORDINANCE SUMMARY

ORDINANCE 40 OF THE BOLINAS COMMUNITY PUBLIC UTILITY DISTRICT REPEALING AND RE- PLACING ORDINANCE NUMBERS 2, 23 AND 24 RELATED TO SOLID WASTE COLLECTION

NOTICE IS HEREBY GIVEN that on March 16, 2022, the Bolinas Community Public Utility District (the "District") Board of Directors adopted an ordinance ("Ordinance 40") that repeals and replaces Ordinance Numbers 2, 23 and 24 relating to solid waste collection and implements regulations promulgated pursuant to Senate Bill 1383 ("SB 1383"). SB 1383 established statewide methane emissions reduction targets in an effort to reduce emissions of short-lived climate pollutants in various sectors of California's economy; included statewide goals to reduce the disposal of organic waste (food scraps, yard debris, paper products, etc.) and recover edible food for human consumption; and requires jurisdictions subject to it throughout the State to adopt an ordinance or other similarly enforceable mechanism by 2022. Ordinance 40 mandates that organic waste generators, haulers, and other entities subject to the authority of the District, comply with SB 1383 regulatory requirements. In particular, the Ordinance requires single-family waste generators and commercial businesses to participate in the District's Organic Waste collection service(s); require commercial edible food generators to arrange to recover the maximum amount of edible foods that would otherwise be disposed; require food recovery services and organizations to comply with record-keeping and planning requirements; and set operating requirements for haulers and self-haulers. Ordinance 40 also provides authority and standards for inspections and investigations to ensure compliance with the Ordinance and for enforcement of the Ordinance.

Adoption of the proposed ordinance is not subject to the California Environmental Quality Act ("CEQA") because it is categorically exempt from CEQA under CEQA Guidelines Section 15308 as an action that will not have a significant impact on the environment and as an action taken by a regulatory agency for the protection of the environment, specifically, for the protection of the climate.

Advertising Order Confirmation

This Ordinance Summary was prepared pursuant to Government Code Section 36933. The full text of the Ordinance is available from the District at 270 Elm Road, Bolinas, California, or on the District's website at <https://www.ci.bolinas.ca.us>.

The vote of the District Board of Directors on March 16, 2022 enacting Ordinance 40 was recorded as follows:

FOR: Cornstock, Godino, Siedman, Smith, Walker

AGAINST: None

ABSTAIN: None

ABSENT: None

March 29, 2022

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Marin IU	Legals CLS	General Legal - 1076-	03/29/22	1

Gross Amount	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
150.86	150.86	0.00	150.86	Credit Card	150.86	\$0.00

I hereby authorize publication of the above described advertising.

X

Signature

Date

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.



March 16, 2022

Jennifer Blackman, Esq., General
Bolinas Community Public Utility Distric
P.O. Box 390
Bolinas, CA 94924

Invoice No. 190525
Client No. 1906
Matter No. 001

INVOICE SUMMARY

For Professional Services Rendered Through February 28, 2022

CLIENT: Bolinas Community Public Utility
MATTER: General Public Law

Total Professional Services	\$ 7,476.00
Total Costs	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 7,476.00

Client No. 1906
 Matter No. 001

March 16, 2022
 Invoice No. 190525

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Rate	Amount
2/02/22	LNM	Professional Services 1383.	.20	280.00	56.00
2/02/22	VLH	Professional Services 1383.	.30	280.00	84.00
2/03/22	LNM	Professional Services 1383.	.90	280.00	252.00
2/03/22	VLH	Professional Services 1383.	.70	280.00	196.00
2/03/22	VLH	Professional Services 1383.	.90	280.00	252.00
2/03/22	VLH	Professional Services 1383.	.70	280.00	196.00
2/04/22	VLH	Professional Services 1383.	2.00	280.00	560.00
2/08/22	LNM	Professional Services 1383.	1.00	280.00	280.00
2/08/22	VLH	Professional Services 1383.	.30	280.00	84.00
2/09/22	LNM	Professional Services 1383.	4.70	280.00	1,316.00
2/12/22	LNM	Professional Services 1383.	.20	280.00	56.00
2/15/22	LNM	Professional Services 1383.	4.60	280.00	1,288.00

Client No. 1906
 Matter No. 001

March 16, 2022
 Invoice No. 190525

Date	Init	Description	Hours	Rate	Amount
2/15/22	VLH	Professional Services 1383.	.20	280.00	56.00
2/16/22	LNМ	Professional Services 1383.	.20	280.00	56.00
2/16/22	LNМ	Professional Services 1383.	.10	280.00	28.00
2/16/22	VLH	Professional Services 1383.	2.20	280.00	616.00
2/17/22	LNМ	Professional Services 1383.	2.30	280.00	644.00
2/21/22	LNМ	Professional Services 1383.	.10	280.00	28.00
2/22/22	LNМ	Professional Services 1383.	.50	280.00	140.00
2/23/22	LNМ	Professional Services 1383.	.40	280.00	112.00
2/24/22	LNМ	Professional Services 1383.	2.00	280.00	560.00
2/25/22	LNМ	Professional Services 1383.	1.20	280.00	336.00
2/28/22	LNМ	Professional Services 1383.	.20	280.00	56.00
2/28/22	LNМ	Professional Services 1383.	.80	280.00	224.00
TOTAL PROFESSIONAL SERVICES					\$ 7,476.00

Client No. 1906
Matter No. 001

March 16, 2022
Invoice No. 190525

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Rate	Hours	Total
Laura N. McKinney	LNM	Sr. Of Counsel	280.00	19.40	5,432.00
Viviana L. Heger	VLH	Of Counsel	280.00	7.30	2,044.00
Total				26.70	\$ 7,476.00

TOTAL THIS INVOICE **\$ 7,476.00**



A Professional Corporation

1999 HARRISON STREET, 9th FLOOR
OAKLAND, CA 94612
510-808-2000
Tax Id 94-3050358

March 16, 2022

Jennifer Blackman, Esq., General
Bolin Community Public Utility Distric
P.O. Box 390
Bolin, CA 94924

Invoice No. 190525
Client No. 1906
Matter No. 001

REMITTANCE

CLIENT: Bolin Community Public Utility
MATTER: General Public Law

BALANCE DUE THIS INVOICE

\$ 7,476.00

All checks should be made payable to:
(Please return this page with payment.)

Meyers Nave
ATTN: Billing Department
1999 Harrison Street, 9th Floor
Oakland, CA 94612

For payment by wire or ACH in USD:

Contact our Billing Department at
billingdept@meyersnave.com

Please call for information at
510-808-2000

Please reference: Invoice No. 190525, Client-Matter No. 1906 - 001

Invoices Are Payable Upon Receipt

Thank you! Your business is greatly appreciated.



April 26, 2022

Jennifer Blackman, Esq., General
Bolin Community Public Utility Distric
P.O. Box 390
Bolin, CA 94924

Invoice No. 191655
Client No. 1906
Matter No. 001

INVOICE SUMMARY

For Professional Services Rendered Through March 31, 2022

CLIENT: Bolin Community Public Utility
MATTER: General Public Law

Total Professional Services	\$ 168.00
Total Costs	<u>\$ 91.46</u>
TOTAL THIS INVOICE	\$ 259.46
Outstanding Balance	<u>\$ 7,476.00</u>
TOTAL BALANCE DUE	<u>\$ 7,735.46</u>

Client No. 1906
 Matter No. 001

April 26, 2022
 Invoice No. 191655

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Rate	Amount
3/02/22	LNM	Professional Services 1383.	.20	280.00	56.00
3/15/22	LNM	Professional Services 1383.	.20	280.00	56.00
3/17/22	LNM	Professional Services 1383.	.10	280.00	28.00
3/22/22	LNM	Professional Services 1383.	.10	280.00	28.00
TOTAL PROFESSIONAL SERVICES					\$ 168.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Rate	Hours	Total
Laura N. McKinney	LNM	Sr. Of Counsel	280.00	.60	168.00
Total				.60	\$ 168.00

COSTS

Date	Description	Amount
3/04/22	INV #846007164 ONLINE RESEARCH FOR FEBRUARY 2022 RE USER MCKINNEY,LAURA	91.46
TOTAL COSTS		\$ 91.46
TOTAL THIS INVOICE		\$ 259.46

Client No. 1906
 Matter No. 001

April 26, 2022
 Invoice No. 191655

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
190525	3/16/22	7,476.00	.00	7,476.00
		OUTSTANDING BALANCE		\$ 7,476.00
		Balance Due This Invoice		<u>\$ 259.46</u>
		TOTAL BALANCE DUE		<u>\$ 7,735.46</u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$.00	\$ 7,476.00	\$.00	\$.00	\$.00	\$ 7,476.00



A Professional Corporation
1999 HARRISON STREET, 9th FLOOR
OAKLAND, CA 94612
510-808-2000
Tax Id 94-3050358

April 26, 2022

Jennifer Blackman, Esq., General
Bolin Community Public Utility Distric
P.O. Box 390
Bolin, CA 94924

Invoice No. 191655
Client No. 1906
Matter No. 001

REMITTANCE

CLIENT: Bolin Community Public Utility
MATTER: General Public Law

BALANCE DUE THIS INVOICE	\$ 259.46
Outstanding Balance	<u>\$ 7,476.00</u>
TOTAL BALANCE DUE	<u>\$ 7,735.46</u>

All checks should be made payable to:
(Please return this page with payment.)

Meyers Nave
ATTN: Billing Department
1999 Harrison Street, 9th Floor
Oakland, CA 94612

For payment by wire or ACH in USD:

Contact our Billing Department at
billingdept@meyersnave.com

Please call for information at
510-808-2000

Please reference: Invoice No. 191655, Client-Matter No. 1906 - 001

Invoices Are Payable Upon Receipt

Thank you! Your business is greatly appreciated.



April 29, 2022

Jennifer Blackman, Esq., General
Bolin Community Public Utility Distric
P.O. Box 390
Bolin, CA 94924

Invoice No. 192537
Client No. 1906
Matter No. 001

INVOICE SUMMARY

For Professional Services Rendered Through April 30, 2022

CLIENT: Bolin Community Public Utility
MATTER: General Public Law

Total Professional Services	\$ 495.50
Total Costs	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 495.50
Outstanding Balance	<u>\$ 7,735.46</u>
TOTAL BALANCE DUE	<u>\$ 8,230.96</u>

Client No. 1906
 Matter No. 001

April 29, 2022
 Invoice No. 192537

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Rate	Amount
4/05/22	LNM	Professional Services 1383.	.10	280.00	28.00
4/15/22	LNM	Professional Services 1383.	.20	425.00	85.00
4/26/22	LNM	Professional Services 1383.	.90	425.00	382.50
TOTAL PROFESSIONAL SERVICES					\$ 495.50

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Rate	Hours	Total
Laura N. McKinney	LNM	Sr. Of Counsel	425.00	1.10	467.50
Laura N. McKinney	LNM	Sr. Of Counsel	280.00	.10	28.00
Total				1.20	\$ 495.50

TOTAL THIS INVOICE \$ 495.50

Client No. 1906
 Matter No. 001

April 29, 2022
 Invoice No. 192537

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
190525	3/16/22	7,476.00	.00	7,476.00
191655	4/26/22	259.46	.00	259.46
OUTSTANDING BALANCE				\$ 7,735.46
Balance Due This Invoice				<u>\$ 495.50</u>
TOTAL BALANCE DUE				<u><u>\$ 8,230.96</u></u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ 259.46	\$ 7,476.00	\$.00	\$.00	\$.00	\$ 7,735.46

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A Professional Corporation

1999 HARRISON STREET, 9th FLOOR
OAKLAND, CA 94612
510-808-2000
Tax Id 94-3050358

April 29, 2022

Jennifer Blackman, Esq., General
Bolin Community Public Utility Distric
P.O. Box 390
Bolin, CA 94924

Invoice No. 192537
Client No. 1906
Matter No. 001

REMITTANCE

CLIENT: Bolin Community Public Utility
MATTER: General Public Law

BALANCE DUE THIS INVOICE	\$ 495.50
Outstanding Balance	<u>\$ 7,735.46</u>
TOTAL BALANCE DUE	<u>\$ 8,230.96</u>

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ATTN: Billing Department
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billingdept@meyersnave.com

Please call for information at
510-808-2000

Please reference: Invoice No. 192537, Client-Matter No. 1906 - 001

Invoices Are Payable Upon Receipt

Thank you! Your business is greatly appreciated.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Las Gallinas Valley Sanitary District

2. Reimbursement request amount: \$9,335

3. Description of activities:

To help support Marin's many solid waste franchising entities develop, implement, and
demonstrate compliance with SB 1383, R3 Consulting Group was engaged with
Franchising Entities in Marin County. R3 worked with Las Gallinas Valley Sanitary District
and other Franchising Entities to implement the new programs. The reimbursement
request amount is the District's proportional allocation of R3's total invoices for their work.

*** REIMBURSE TO THE CITY OF SAN RAFAEL ***

The City of San Rafael ran the engagement on behalf of all the Marin Sanitary
Service franchiser agencies based on an account-based equitable formula.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: County of Marin

2. Reimbursement request amount: \$7,888

3. Description of activities:

Mill Valley Refuse Franchisors Group - our portion of payment for report on

SB 1383 Compliance Implementation - \$3,221.

Marin Sanitary Service Franchisors Group - our portion of payment for R3 contract

\$4,667.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

From: [Claire Wilson](#)
 To: [Poldino, Casey](#)
 Cc: [Kolnes, Amy](#)
 Subject: Re: 1383 requests
 Date: Tuesday, May 3, 2022 2:13:01 PM

Yes I do, see below, Let me know if you need anything else!

Agency	County	Belvedere	Corte Madera	Mill Valley	Tiburon	Homestead	Alto	Almonte	Strawberry	Total
\$ Allocation of Fund	\$4,814	\$19,255	\$19,255	\$19,255	\$19,255	\$9,628	\$9,628	\$9,628	\$9,628	\$120,346
% Allocation of Fund	4%	16%	16%	16%	16%	8%	8%	8%	8%	100%
\$ Reimbursement	\$3,221	\$12,884	\$12,884	\$12,884	\$12,884	\$6,442	\$6,442	\$6,442	\$6,442	\$80,528

Best,

Claire Wilson
 Project Manager

R3 Consulting Group, Inc.

Resources · Respect · Responsibility

o 916.782.7821 | c 707.480.0753

e cwilson@r3cgi.com

[Connect with us!](#)

From: "Poldino, Casey" <CPoldino@marincounty.org>

Date: Tuesday, May 3, 2022 at 2:09 PM

To: Claire Wilson <cwilson@r3cgi.com>

Cc: "Kolnes, Amy" <akolnes@marincounty.org>

Subject: RE: 1383 requests

This is great – thank you Claire!

Do you have something like this you can send as well?

The proportional allocation of R3's total invoices to use for your ZWM fund reimbursement request (due 5/2) is provided below with the back-up calculations.

Agency	\$ Allocation of Fund	% Allocation of Fund	\$ Reimbursement
County	\$4,814	4%	\$4,667
Fairfax	\$19,255	17%	\$18,668
Larkspur	\$19,255	17%	\$18,668
Las Gallinas	\$9,628	9%	\$9,335
Ross	\$19,255	17%	\$18,668
San Anselmo	\$19,255	17%	\$18,668
San Rafael	\$19,255	17%	\$18,668
Total	\$110,717	100%	\$107,344

Best,
 Rose

[Casey Poldino](#)
 Senior Planner
 P: (415) 473-6170

From: Claire Wilson <cwilson@r3cgi.com>

Sent: Tuesday, May 3, 2022 2:04 PM

To: Poldino, Casey <CPoldino@marincounty.org>

Cc: Kolnes, Amy <akolnes@marincounty.org>

Subject: Re: 1383 requests

Hi Casey,

I was going back and forth as to whether I should send you copies of them all just so you had them in case staff forgot to submit but I didn't want to be too presumptuous if they had other items to put on the form. Here's Belvedere's attached.

Let me know if you are missing any of the others – I can send them all to you if needed.

Best,

Claire Wilson
 Project Manager

R3 Consulting Group, Inc.

Resources · Respect · Responsibility

o 916.782.7821 | c 707.480.0753

e cwilson@r3cgi.com

[Connect with us!](#)

From: "Poldino, Casey" <CPoldino@marincounty.org>

Date: Tuesday, May 3, 2022 at 2:01 PM

To: Claire Wilson <cwilson@r3cgi.com>

Cc: "Kolnes, Amy" <akolnes@marincounty.org>

Subject: 1383 requests

Hi Claire,

We have received almost all the reimbursement request forms from our MA's. Belvedere has not submitted. Will R3 be sending on their behalf?

Thank you,

Casey Poldino

Senior Planner

County of Marin | Dept Public Works

Waste Management Division

P.O. Box 4186, San Rafael, CA 94913-4186

P: (415) 473-6170 | F: (415) 473-2391

cpoldino@marincounty.org

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: City of San Rafael

2. Reimbursement request amount: \$18,668.00

3. Description of activities:

Received services from R3 Consulting Group, Inc. to help us develop
Our ordinance and franchise agreement updates, and conduct compliance
activities.

Additionally, the City of San Rafael administered the contract with
R3 for all the MSS franchising agencies for this work, which benefitted
each jurisdiction.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Town of Fairfax
2. Reimbursement request amount: \$18,668 - Payable to City of San Rafael
3. Description of activities:

R3 consultant services for assistance with SB 1303 ordinance adoption, identification of food generating businesses, and developing schedules and documentation for required education and follow-up.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

Sean Youra

To: Sean Youra
Subject: RE: Reminder - SB 1383 Reimbursement requests due May 2nd

From: Rose Radford <RRadford@r3cgi.com>
Sent: Thursday, April 28, 2022 10:56 AM
To: Cory Bytof <Cory.Bytof@cityofsanrafael.org>; Poldino, Casey <CPoldino@marincounty.org>; Devine, Steve <SDevine@marincounty.org>; ddonery <ddonery@townofsananselmo.org>; Dan Schwarz <dschwarz@cityoflarkspur.org>; Heather Abrams <habrams@townoffairfax.org>; Sean Youra <syoura@townoffairfax.org>; Shannon O'Hare <sohare@cityoflarkspur.org>; afoulis@cityoflarkspur.org; Dale McDonald <dmcdonald@lgvsd.org>; pstreeter@townofross.org
Cc: Cristine Alilovich <Cristine.Alilovich@cityofsanrafael.org>; Garth Schultz <gschultz@r3cgi.com>
Subject: RE: Reminder - SB 1383 Reimbursement requests due May 2nd

Hi everyone,

The proportional allocation of R3's total invoices to use for your ZWM fund reimbursement request (due 5/2) is provided below with the back-up calculations.

Agency	\$ Allocation of Fund	% Allocation of Fund	\$ Reimbursement
County	\$4,814	4%	\$4,667
Fairfax	\$19,255	17%	\$18,668
Larkspur	\$19,255	17%	\$18,668
Las Gallinas	\$9,628	9%	\$9,335
Ross	\$19,255	17%	\$18,668
San Anselmo	\$19,255	17%	\$18,668
San Rafael	\$19,255	17%	\$18,668
Total	\$110,717	100%	\$107,344

Best,
Rose

Rose Radford
Sr. Project Manager

R3 Consulting Group, Inc.
Resources • Respect • Responsibility

c 415.347.9536 | o 916.782.7821
e rradford@r3cgi.com

Connect with us!

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Town of San Anselmo
2. Reimbursement request amount: \$18,668 - Payable to City of San Rafael
3. Description of activities:

R3 consultant services for assistance with SB 1383 ordinance adoption, identification of food generating businesses, and developing schedules and documentation for required education and follow-up.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

Sean Youra

To: Sean Youra
Subject: RE: Reminder - SB 1383 Reimbursement requests due May 2nd

From: Rose Radford <RRadford@r3cgi.com>
Sent: Thursday, April 28, 2022 10:56 AM
To: Cory Bytof <Cory.Bytof@cityofsanrafael.org>; Poldino, Casey <CPoldino@marincounty.org>; Devine, Steve <SDevine@marincounty.org>; ddonery <ddonery@townofsananselmo.org>; Dan Schwarz <dschwarz@cityoflarkspur.org>; Heather Abrams <habrams@townoffairfax.org>; Sean Youra <syoura@townoffairfax.org>; Shannon O'Hare <sohare@cityoflarkspur.org>; afoulis@cityoflarkspur.org; Dale McDonald <dmcDonald@lgvsd.org>; pstreeter@townofross.org
Cc: Cristine Alilovich <Cristine.Alilovich@cityofsanrafael.org>; Garth Schultz <gschultz@r3cgi.com>
Subject: RE: Reminder - SB 1383 Reimbursement requests due May 2nd

Hi everyone,

The proportional allocation of R3's total invoices to use for your ZWM fund reimbursement request (due 5/2) is provided below with the back-up calculations.

Agency	\$ Allocation of Fund	% Allocation of Fund	\$ Reimbursement
County	\$4,814	4%	\$4,667
Fairfax	\$19,255	17%	\$18,668
Larkspur	\$19,255	17%	\$18,668
Las Gallinas	\$9,628	9%	\$9,335
Ross	\$19,255	17%	\$18,668
San Anselmo	\$19,255	17%	\$18,668
San Rafael	\$19,255	17%	\$18,668
Total	\$110,717	100%	\$107,344

Best,
Rose

Rose Radford
Sr. Project Manager

R3 Consulting Group, Inc.
Resources • Respect • Responsibility

c 415.347.9536 | o 916.782.7821
e rradford@r3cgi.com

Connect with us!

April 1, 2022

REFERENCE: Inv.# NV93920212296DLJ96

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: March 1, 2022 – March 31, 2022

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 24.0 hours @ \$90.00/hr. = \$2,160.00

DATES	ACTIVITY	HOURS
03/02	Review and tally 2021 Commercial/Multifamily AB341 & AB1826 compliance numbers for CalRecycle and submit	2.0
03/03	Complete agenda items for District Board meeting and submit	4.0
03/08	Prepare for Novato Leadership Conference presentation; discussions with Recology and JPA staff	2.0
03/09	Novato Leadership Conference presentation ; discussions with Recology staff re: SB1383	3.0
03/14	Attend District Board meeting; present Solid/HHW agenda items	2.5
03/16	Monthly meeting with Recology staff; discussions with CalRecycle	1.5
03/17	Review and edit materials for District FY 22/23 budget; prepare and submit	2.0
03/22	Edit SB1383 waiver form and letter and submit to Sandeep; review Recology newsletter & submit edits	3.0
03/24	Discussions with City staff re: Grant application; listen to City Council meeting discussion re: franchise; discussions with Sandeep	2.0
03/28	Complete and submit SB1383 Initial Jurisdiction report to CalRecycle; emails with Recology and M.Rauch re: SB1383 waiver form	2.0
TOTAL HOURS		24.0

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TOTAL INVOICE: Professional Services \$ 2,160.00
TOTAL \$ 2,160.00

\$900,00 =
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AMOUNT DUE UPON RECEIPT \$ 2,160.00

March 1, 2022

REFERENCE: Inv.# NV93920212295DLJ95

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: February 1, 2022 – February 28, 2022

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 19.0 hours @ \$90.00/hr. = \$1,710.00

DATES	ACTIVITY	HOURS
02/01	Create PowerPoint for Novato Chamber presentation; calls/emails with Recology staff	3.0
02/03	Zoom presentation to Novato Chamber of Commerce	1.0
02/08	Virtual Bay Area Zero Waste Conference; discuss outreach promotional ideas with District and Recology staff	3.0
02/09	Review updates to District website; send comments to M. Rauch	1.0
02/16	Zoom presentation to North Marin chapter of Marin Conservation League	1.0
02/17	Discussions with CalRecycle staff re: grant application, compliance numbers	1.0
02/18	Review Recology 4 th quarter 2021 disposal/diversion report;	1.0
02/22	Monthly meeting with Recology staff; review and edit waiver application re: AB1383 requirements	2.0
02/25	Review Recology AB341 and AB1826 compliance numbers for 2021	2.0
02/28	Prepare for Novato Rotary Zoom presentation & create PowerPoint; continue review of Recology AB341 and AB1826 compliance numbers; discussion with Recology staff re: numbers & Zoom presentation	4.0
TOTAL HOURS		19.0

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TOTAL INVOICE:	Professional Services	\$ 1,710.00
	TOTAL	\$ 1,710.00

\$720. =
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AMOUNT DUE UPON RECEIPT \$ 1,710.00

February 1, 2022

REFERENCE: Inv.# NV93920212294DLJ94

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: January 1, 2022 – January 31, 2022

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 17.0 hours @ \$90.00/hr. = \$1,530.00

DATES	ACTIVITY	HOURS
01/05	Draft SB1383 grant resolution; submit to District	1.0
01/06	Provide recycling data to City	1.0
01/10	Attend District Board meeting re: SB1383 grant request, resolution and application; respond to misc. customer questions re: recycling	2.0
01/12	Reviewed new NSD website; sent comments and edits to M. Rauch	2.0
01/18	Monthly meeting with Recology staff; discuss SB 1383 grant application and requests; attend CalRecycle meeting on co-digestion; email with JPA and District re: pass thru funding	3.0
01/20	Begin SB1383 grant application; prepare budget and requests	3.0
01/24	Complete SB1383 grant application; sign certification and submit to CalRecycle	2.0
01/27	Emails with District and Recology staff re: customers food waste questions; requests sent to Recology re: compost pails; emails with District and Recology re: Art and Wine Fair	2.0
01/31	Discussions with Recology and District re: compost questions for specific sites	1.0
TOTAL HOURS		17.0

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TOTAL INVOICE: Professional Services \$ 1,530.00
TOTAL \$ 1,530.00

\$ 900. =
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AMOUNT DUE UPON RECEIPT \$ 1,530.00

January 1, 2022

REFERENCE: Inv.# NV93920212293DLJ93

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: December 1, 2021 – December 31, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 10.0 hours @ \$90.00/hr. = \$900.00

DATES	ACTIVITY	HOURS
12/02	Complete and submit Board meeting agenda items to District	2.0
12/13	Attend District Board meeting re: Solid Waste/HHW items, SB1383 ordinance & franchise amendment; present items; discussions with JPA staff re: SB1383 reporting	2.0
12/15	Monthly meeting with Recology staff; discuss SB 1383 requirements, schedule	1.0
12/16	Review M. Rauch food waste ad and edit; review Recology SB1383 ad; emails with CalRecycle re: SB1383 ordinance	2.0
12/23	Emails with District and Recology staff re: customers food waste questions; requests sent to Recology re: compost pails	2.0
12/27	Review Recology SB1383 letter re: commercial food waste	1.0
TOTAL HOURS		10.0

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TOTAL INVOICE: Professional Services \$ 900.00
TOTAL \$ 900.00

AMOUNT DUE UPON RECEIPT \$ 900.00

\$ 720. =
SB 1383

December 1, 2021

REFERENCE: Inv.# NV93920212292DLJ92

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: November 1, 2021 – November 30, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 20.0 hours @ \$90.00/hr. = \$1,800.00

DATES	ACTIVITY	HOURS
11/01	Research and complete franchise fee study and summary and submit to District	3.0
11/03	Review SB1383 franchise amendment & submit to District; phone call with City (G. Schubeck, City atty.) Re: requirements under SB1383; call with District	2.0
11/05	Call with District and District attorney re: District responsibilities under SB1383, SB1383 ordinance, franchise amendment	2.0
11/08	Attend District Board meeting re: Recology rates; discussions/emails with CalRecycle staff, District & attorney re: SB1383 requirements	3.0
11/12	Review and submit comments to District attorney and staff on SB1383 solid waste ordinance	3.0
11/15	Discussions/emails with Recology staff re: franchise amendment and ordinance	1.0
11/17	Review SB1383 solid waste ordinance comments and edits; call with District attorney; emails re: franchise amendment and ordinance	3.0
11/18	Review M. Rauch submission for NSD "E-News"; submit comments/edits	1.0
11/22	Attend Solid Waste Committee meeting and offer comments on SB1383 ordinance and franchise amendment	1.0
11/29	Attend District Board meeting	1.0
TOTAL HOURS		20.0

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TOTAL INVOICE:

Professional Services \$ 1,800.00
TOTAL \$ 1,800.00

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SB 1383

AMOUNT DUE UPON RECEIPT \$ 1,800.00

November 1, 2021

REFERENCE: Inv.# NV93920212291DLJ91

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: October 1, 2021 – October 31, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 12.0 hours @ \$90.00/hr. = \$1,080.00

DATES	ACTIVITY	HOURS
10/05	Solid Waste Committee meeting; complete notes on franchise	1.0
10/06	Review and submit comments on Recology's SB1383 Franchise amendment	2.0
10/07	Discussions/emails with District, County, Recology re: complaint about neighbor not using garbage service	1.0
10/11	Attend District Board meeting re: Recology rates	1.0
10/14	Discussions with Recology staff re: SB1383	1.0
10/19	Emails with Recology staff re: school outreach possibilities;	2.0
10/20	Review version of Recology SB1383 amendment & submit comments; discussion with Fred Stemmler re: my comments	2.0
10/21	Review Recology's franchise fees report; research franchise fees in other jurisdictions	2.0
TOTAL HOURS		12.0

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TOTAL INVOICE: Professional Services \$ 1,080.00
TOTAL \$ 1,080.00

AMOUNT DUE UPON RECEIPT \$ 1,080.00

#450. =
SB 1383

October 1, 2021

REFERENCE: Inv.# NV93920212290DLJ90

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: September 1, 2021 – September 30, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 23.0 hours @ \$90.00/hr. = \$2,070.00

DATES	ACTIVITY	HOURS
09/01	Draft SB1383 update for District Board meeting & submit; emails with Recology staff	3.0
09/08	Conduct outreach with Recology staff at Recycling Center	3.0
09/13	Attend District Board meeting; present Solid Waste/HHW program items	3.0
09/15	Zoom panel outreach with Recology staff and Novato businesses; meet with Recology staff to discuss CalRecycle visit and determine sites, SB1383	2.0
9/17	CalRecycle staff visit; tour several Novato businesses re: food waste	3.0
09/20-9/23	Review Recology rate proposals; review revisions; discussions with Recology & District	3.0
09/27-9/30	Review R3 report re: Recology rates; discussions with R3 staff & District; review revised R3 report	2.0
09/28	Review Recology newsletter & make edits; review City report re: transfer of SW franchise; attend City Council meeting and make comments	4.0
TOTAL HOURS		23.0

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TOTAL INVOICE: Professional Services \$ 2,070.00
TOTAL \$ 2,070.00

AMOUNT DUE UPON RECEIPT \$ 2,070.00

\$450. =
SB 1383

September 1, 2021

REFERENCE: Inv.# NV93920212289DLJ89

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: August 1, 2021 – August 31, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 20.0 hours @ \$90.00/hr. = \$1,800.00

DATES	ACTIVITY	HOURS
08/03	Provide comments on Recology SB1383 Franchise Agreement addendum; submit to District for review	4.0
08/04	Submit E-Waste info to M. Rauch for CCNB ad; attend Resource Recycling virtual meeting	2.0
08/06	Emails and calls with M. Rauch re: ad and press release; emails and calls with residents	1.0
08/11	Emails with Recology, Conservation Corps re: Zoom panel; calls with Recology re: HHW operations; complete 2 nd qtr. Disposal/diversion reports	2.0
08/17-08/18	Attend state virtual CA Recycling Conference; discuss SB1383 requirements, education, and legislation	4.0
08/20	Calls with resident re: Recology recycling service; updates with Recology and District	1.0
08/23	Arrange for CalRecycle visit	1.0
08/26	Attend virtual JPA meeting; review organizational report	2.0
08/30	Review Recology rate request; submit comments	2.0
08/31	Submit reports to District for Board meeting	1.0
TOTAL HOURS		20.0

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TOTAL INVOICE:	Professional Services	\$ 1,800.00
	TOTAL	\$ 1,800.00

\$360. =
 SB 1383

AMOUNT DUE UPON RECEIPT \$ 1,800.00

August 1, 2021

REFERENCE: Inv.# NV93920212288DLJ88

**INVOICE FOR SERVICES
ADMINISTRATIVE & TECHNICAL SUPPORT FOR
AB939 PROGRAM SERVICES - FY 2021/2022**

BILL TO: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

PAYABLE TO: Dee Johnson
4032 Coolidge Avenue
Oakland, CA 94602
Phone: (510) 530-6048
Fax: (510) 531 - 4117

For Services Rendered: July 1, 2020 – July 31, 2021

For Services to staff committee; prepare annual & quarterly monitoring reports; evaluate & monitor work plan components and prepare reports; provide for business technical assistance; provide for education & outreach and school programs; provide for special reports and services as requested.

I. PROFESSIONAL SERVICES: 5.0 hours @ \$90.00/hr. = \$450.00

DATES	ACTIVITY	HOURS
07/22	Attend virtual County JPA meeting	1.0
07/23	Meet with Recology staff re: outreach, organics, schools	1.0
07/27	Monthly Zoom meeting with Recology staff; Review Recology 1383 Franchise addendum and make comments to Recology staff; discuss participation in Art and Wine Festival	3.0
TOTAL HOURS		5.0

SB
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TOTAL INVOICE:	Professional Services	\$ 450.00
	TOTAL	\$ 450.00

AMOUNT DUE UPON RECEIPT \$ 450.00

\$ 270, =
SB 1383



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of Sausalito
 Attn: Alaina Lipp
 420 Litho St.
 Sausalito, CA 94965

Invoice number 117214
Date 04/04/2022

122001 Sausalito - SB 1383 Ordinance and Program Updates
For Services Rendered up to March 31,2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst			
Sarah Koplowicz	1.00	155.00	155.00
Senior Project Manager			
Debra Kaufman	4.50	220.00	990.00
Rosemarie Radford	13.25	220.00	2,915.00
Project Manager			
Claire Wilson	<u>1.00</u>	<u>200.00</u>	<u>200.00</u>
Task Subtotal:	19.75		4,260.00
Professional Fees subtotal	19.75		4,260.00
		Total Invoice Amount Due	4,260.00



PO 2652
Acct 100-180-3000-320

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

City of Sausalito
Attn: Alaina Lipp
420 Litho St.
Sausalito, CA 94965

Invoice number 117062
Date 02/02/2022

122001 Sausalito - SB 1383 Ordinance and Program Updates
For Services Rendered up to January 31,2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Senior Project Analyst			
Claire Wilson	0.50	190.00	95.00
Lisa Coelho	18.00	190.00	3,420.00
Senior Project Manager			
Rosemarie Radford	1.00	220.00	220.00
Project Manager			
Rosemarie Radford	<u>6.50</u>	200.00	<u>1,300.00</u>
Task Subtotal:	26.00		5,035.00
Professional Fees subtotal	26.00		5,035.00
		Total Invoice Amount Due	5,035.00



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of Sausalito
 Attn: Alaina Lipp
 420 Litho St.
 Sausalito, CA 94965

Invoice number 117235
Date 04/29/2022

122001 Sausalito - SB 1383 Ordinance and Program Updates
 For Services Rendered up to April 29,2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst			
Sarah Koplowicz	9.75	155.00	1,511.25
Senior Project Manager			
Debra Kaufman	3.50	220.00	770.00
Rosemarie Radford	12.50	220.00	2,750.00
	<u>25.75</u>		<u>5,031.25</u>
Task Subtotal:	25.75		5,031.25
			<hr/>
Professional Fees subtotal	25.75		5,031.25
			<hr/>
		Total Invoice Amount Due	5,031.25
			<u><u>5,031.25</u></u>



Invoice

Date: April 29, 2022
 Invoice #: 10002
 Customer ID: SB 1383 Project-R3

To: **City of San Rafael**
Attn: Cory Bytof
1400 Fifth Ave
San Rafael, CA 94901

Customer No.	Job	Payment Terms	Due Date
SB 1383 Project	R3 Marin Franchisors SB 1383 (San Rafael Lead)	Progress Billing	

Qty	Description	Unit Price	Line Total
1	R3 SB 1383 Invoice 117120 Serviced up to February 28,2022		\$13,357.50
1	R3 SB 1383 Invoice 117213 Serviced up to March 31, 2022		\$11,881.25
1	R3 SB1383 Invoice 117238 Serviced up to April 28, 2022		\$15,463.75
Subtotal			\$ 40,702.50
Sales Tax			
Total			\$ 40,702.50

Make all checks payable to:
Marin Sanitary Service
 1050 Andersen Dr., San Rafael, CA 94901
 Attention: Jason Raleigh



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1400 Fifth Ave.
 San Rafael, CA 94901

Invoice number 117120
Date 03/02/2022

121033 San Rafael/Marin Franchisors - SB 1383
 For Services Rendered up to February 28, 2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Project Director			
Nate Forst	1.75	215.00	376.25
Senior Project Analyst			
Alex Soulard	33.00	165.00	5,445.00
Claire Wilson	2.75	165.00	453.75
Senior Project Manager			
Debra Kaufman	10.50	190.00	1,995.00
Project Manager			
Rosemarie Radford	27.50	185.00	5,087.50
Task Subtotal:	75.50		13,357.50
Professional Fees subtotal	75.50		13,357.50
Total Invoice Amount Due			13,357.50



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1400 5th Avenue
 San Rafael, CA 94901

Invoice number 117213
Date 04/04/2022

121033 San Rafael/Marin Franchisors - SB 1383
 For Services Rendered up to March 31,2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst Sarah Koplowitz	2.75	145.00	398.75
Project Director Nate Forst	2.00	215.00	430.00
Senior Project Analyst Alex Soulard	30.50	165.00	5,032.50
Senior Project Manager Carrie Baxter	0.50	190.00	95.00
Debra Kaufman	8.50	190.00	1,615.00
Rosemarie Radford	20.25	190.00	3,847.50
Project Manager Claire Wilson	<u>2.50</u>	185.00	<u>462.50</u>
Task Subtotal:	67.00		11,881.25
Professional Fees subtotal	67.00		11,881.25

Total Invoice Amount Due 11,881.25



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1400 5th Avenue
 San Rafael, CA 94901

Invoice number 117238
Date 04/28/2022

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to April 28, 2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst			
Sarah Koplowicz	15.75	145.00	2,283.75
Principal			
Garth Schultz	4.00	225.00	900.00
Senior Project Analyst			
Alex Soulard	18.00	165.00	2,970.00
Senior Project Manager			
Debra Kaufman	16.00	190.00	3,040.00
Rosemarie Radford	29.50	190.00	5,605.00
Project Manager			
Claire Wilson	1.00	185.00	185.00
Sr. Admin Support			
Peggy Paulsen	3.00	160.00	480.00
	<u>87.25</u>		<u>15,463.75</u>
Task Subtotal:			15,463.75
Professional Fees subtotal	87.25		15,463.75

Total Invoice Amount Due 15,463.75



R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

City of San Rafael
Attn: Cory Bytof
1313 Fifth Ave.
San Rafael, CA 94901

Invoice number 10439
Date 07/01/2021

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to June 30,2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal			
Garth Schultz	1.50	225.00	337.50
Project Manager			
Carrie Baxter	1.00	185.00	185.00
Rosemarie Radford	14.00	185.00	2,590.00
Project Analyst			
Claire Wilson	8.50	155.00	1,317.50
Nikhil Tagore-Erwin	4.00	155.00	620.00
Task Subtotal:	29.00		5,050.00
Professional Fees subtotal	29.00		5,050.00
Total Invoice Amount Due			5,050.00



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 10501
Date 08/03/2021

121033 San Rafael/Marin Franchisors - SB 1383
 For Services Rendered up to July 31, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal			
Garth Schultz	2.00	225.00	450.00
Project Manager			
Rosemarie Radford	9.75	185.00	1,803.75
Project Analyst			
Claire Wilson	3.50	155.00	542.50
	<u>15.25</u>		<u>2,796.25</u>
Task Subtotal:			2,796.25
Professional Fees subtotal	<u>15.25</u>		<u>2,796.25</u>
			<u>Total Invoice Amount Due</u>
			<u>2,796.25</u>



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 10560
Date 09/02/2021

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to August 31, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal			
Garth Schultz	2.25	225.00	506.25
Senior Project Analyst			
Lisa Coelho	20.25	165.00	3,341.25
Senior Project Manager			
Debra Kaufman	5.00	190.00	950.00
Project Manager			
Rosemarie Radford	17.25	185.00	3,191.25
Task Subtotal:	<u>44.75</u>		<u>7,988.75</u>
Professional Fees subtotal	<u>44.75</u>		<u>7,988.75</u>
		Total Invoice Amount Due	<u><u>7,988.75</u></u>



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 10633
Date 10/04/2021

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to September 30,2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst			
Sarah Koplowitz	19.50	145.00	2,827.50
Principal			
Garth Schultz	4.00	225.00	900.00
Senior Project Analyst			
Claire Wilson	2.75	165.00	453.75
Lisa Coelho	42.00	165.00	6,930.00
Senior Project Manager			
Debra Kaufman	17.00	190.00	3,230.00
Project Manager			
Rosemarie Radford	30.00	185.00	5,550.00
	<u>115.25</u>		<u>19,891.25</u>
Task Subtotal:	115.25		19,891.25
Professional Fees subtotal	115.25		19,891.25
		Total Invoice Amount Due	19,891.25



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 16072
Date 11/01/2021

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to October 31, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal			
Garth Schultz	6.00	225.00	1,350.00
Senior Project Analyst			
Lisa Coelho	4.00	165.00	660.00
Senior Project Manager			
Debra Kaufman	2.00	190.00	380.00
Project Manager			
Rosemarie Radford	21.75	185.00	4,023.75
Sr. Admin Support			
Peggy Paulsen	2.00	160.00	320.00
Task Subtotal:	<u>35.75</u>		<u>6,733.75</u>
Professional Fees subtotal	<u>35.75</u>		<u>6,733.75</u>
		Total Invoice Amount Due	<u><u>6,733.75</u></u>



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 16161
Date 12/02/2021

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to November 30, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Principal			
Garth Schultz	14.00	225.00	3,150.00
Senior Project Analyst			
Lisa Coelho	12.50	165.00	2,062.50
Project Manager			
Rosemarie Radford	49.50	185.00	9,157.50
Task Subtotal:	76.00		14,370.00
Professional Fees subtotal	76.00		14,370.00
			Total Invoice Amount Due
			14,370.00



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 16224
Date 01/04/2022

121033 San Rafael/Marin Franchisors - SB 1383

For Services Rendered up to December 31,2021

Professional Fees

Consulting Work

Project Manager
 Rosemarie Radford

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
	11.00	185.00	<u>2,035.00</u>
Task Subtotal:	11.00		2,035.00

Total Invoice Amount Due 2,035.00



R3 Consulting Group
 1512 Eureka Road, Suite 220
 Roseville, CA 95661
 916-782-7821

INVOICE

City of San Rafael
 Attn: Cory Bytof
 1313 Fifth Ave.
 San Rafael, CA 94901

Invoice number 117054
Date 02/02/2022

121033 San Rafael/Marin Franchisors - SB 1383
 For Services Rendered up to January 31, 2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Associate Analyst Sarah Koplowicz	6.75	145.00	978.75
Project Director Nate Forst	1.00	215.00	215.00
Senior Project Analyst Claire Wilson	2.00	165.00	330.00
Lisa Coelho	11.50	165.00	1,897.50
Senior Project Manager Debra Kaufman	1.50	190.00	285.00
Project Manager Rosemarie Radford	22.00	185.00	4,070.00
Task Subtotal:	44.75		7,776.25
Professional Fees subtotal	44.75		7,776.25
		Total Invoice Amount Due	7,776.25

Client No. 806
Matter No. 001

December 20, 2021
Invoice No. 186389

PROFESSIONAL SERVICES

Date	Init	Description	Hours	Rate	Amount
11/01/21	REH	Email correspondence with Deputy General Manager and ROIC attorney regarding easements.	.20	215.00	43.00
11/02/21	REH	Email correspondence with Deputy General Manager and ROIC attorney regarding easements.	.20	215.00	43.00
11/03/21	REH	Advise Deputy General Manager regarding Kovacs delinquent permit fee. <i>69122</i>	1.00	215.00	215.00
11/04/21	REH	Phone call with General Manager regarding pending matters. <i>69122</i>	.40	215.00	86.00
11/04/21	REH	Phone call with Novato City Attorney regarding SB 1383.	.20	215.00	43.00
11/04/21	REH	Phone calls (2) with General Manager regarding SB 1383 and the City of Novato.	.40	215.00	86.00
11/04/21	REH	Correspondence with L. McKinney regarding SB 1383.	.10	215.00	21.50
11/04/21	REH	Email correspondence with General Manager and Novato Assistant City Attorney regarding SB 1383.	.20	215.00	43.00
11/05/21	JDB	Telephone conference with R. Hundley regarding District authority over solid waste matters.	.20	250.00	50.00
11/05/21	LNМ	Telephone call R. Hundley regarding SB 1383 compliance; conference call with R. Hundley, Sandeep Karkal and Dee Johnson and legal research regarding same.	1.30	250.00	325.00
11/05/21	REH	Phone call with L. McKinney regarding SB 1383 implementation requirements.	.40	215.00	86.00
11/05/21	REH	Phone call with General Manager regarding SB 1383 implementation.	.20	215.00	43.00
11/05/21	REH	Phone calls with General Manager and Dee Johnson regarding meeting invitation from CalRecycle and situation with City of Novato.	.80	215.00	172.00
11/05/21	REH	Conference call with General Manager, Dee Johnson, and L. McKinney regarding SC 1383 implementation.	.80	215.00	172.00
11/05/21	REH	Phone call with J. Bakker regarding City of Novato interest in solid waste collection.	.20	215.00	43.00

Check w/ ERIC B. on share to charge

7400

7400

1084.50

Client No. 806
Matter No. 001

December 20, 2021
Invoice No. 186389

Date	Init	Description	Hours	Rate	Amount
11/05/21	REH	Research regarding District authority to provide exclusive solid waste collection service and regulation.	.30	215.00	64.50
11/08/21	REH	Attend board meeting.	1.30	215.00	279.50
11/08/21	REH	Research regarding procedure to adopt ordinance.	.50	215.00	107.50
11/08/21	REH	Phones call with General Manager and Dee Johnson regarding board meeting items and City of Novato matter.	1.00	215.00	215.00
11/08/21	REH	Phone call with K. Kokotaylo regarding ordinance adoption procedure for sanitary districts. -69122	.30	215.00	64.50
11/10/21	REH	Review procedure for updating District maps. -69040	.10	215.00	21.50
11/11/21	LNM	Exchange emails with R. Hundley regarding SB 1383 amendment.	.20	250.00	50.00
11/11/21	REH	Review and revise draft amendment to Recology franchise agreement.	4.00	215.00	860.00
11/11/21	REH	Research regarding franchise agreement and other matters related to SB 1383 ordinance and compliance.	2.00	215.00	430.00
11/11/21	REH	Draft ordinance regarding implementing SC 1383 requirements and enforcement.	2.40	215.00	516.00
11/11/21	REH	Email to General Manager and Dee Johnson regarding SB 1383 implementation.	.20	215.00	43.00
11/12/21	LNM	Exchange emails with R. Hundley regarding SB 1383 amendment.	.30	250.00	75.00
11/12/21	REH	Phone call with J. Bishop regarding SB 1383 Regulations subscription requirements and Proposition 218 issue.	.40	215.00	86.00
11/12/21	REH	Email correspondence with L. McKinney regarding SB 1383 Regulations subscription requirements and Proposition 218 issue.	.40	215.00	86.00
11/12/21	REH	Draft ordinance regarding implementing SC 1383 requirements and enforcement.	4.00	215.00	860.00
11/12/21	REH	Review and revise draft amendment to Recology franchise agreement.	1.00	215.00	215.00

67400

67400

3887.50

Client No. 806
Matter No. 001

December 20, 2021
Invoice No. 186389

Date	Init	Description	Hours	Rate	Amount
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67400	11/12/21	REH	Review and revise ordinance regarding implementing SC 1383 requirements and enforcement.	2.20	215.00	473.00
	11/12/21	REH	Research regarding franchise agreement and other matters related to SB 1383 ordinance and compliance.	1.00	215.00	215.00
	11/16/21	REH	Review and revise ordinance implementing SB 1383 requirements and related regulations.	2.50	215.00	537.50
	11/16/21	REH	Email correspondence with General Manager and Dee Johnson regarding ordinance implementing SB 1383 requirements.	.10	215.00	21.50
	11/16/21	REH	Email correspondence with Deputy General Manager regarding Tesla BESS.	.10	215.00	21.50
67400	11/17/21	REH	Phone calls (2) with Dee Johnson regarding SB 1383 draft ordinance.	.50	215.00	107.50
	11/17/21	REH	Email correspondence with General Manager and Dee Johnson regarding SB 1383 ordinance.	.30	215.00	64.50
	11/17/21	REH	Email to S. Pierce regarding resolution memorializing board approval of final voter district map. — 69040	.20	215.00	43.00
67400	11/17/21	REH	Review comments from Recology on draft amendment to franchise agreement.	.30	215.00	64.50
	11/17/21	REH	Review and revise SB 1383 ordinance.	.30	215.00	64.50
	11/17/21	REH	Finalize SB 1383 amendment and ordinance.	.30	215.00	64.50
72708	11/18/21	REH	Meeting with Deputy General Manager and TerraVerde Energy regarding Tess BESS negotiations and draft agreement. → 72708	.60	215.00	129.00
	11/22/21	REH	Phone calls (2) with General Manager regarding committee meeting and closed session description. — 69122	.30	215.00	64.50
67400	11/22/21	REH	Attend solid waste committee meeting.	.50	215.00	107.50
	11/29/21	REH	Review and revise draft ordinance implementing SB 1383 requirements.	1.00	215.00	215.00
	11/29/21	REH	Phone call with General Manager regarding special board meeting. — 69122	.20	215.00	43.00

Client No. 806
Matter No. 001

December 20, 2021
Invoice No. 186389

Date	Init	Description	Hours	Rate	Amount
11/29/21	REH	Attend special board meeting. — 69122	1.40	215.00	301.00 ✓
11/29/21	SHP	Draft of resolution recognizing and adopting Board's approval of redistricting maps.	2.30	200.00	460.00 ✓
11/29/21	SHP	Edit of resolution regarding adoption of new division boundaries pursuant to election code section 22000.	.70	200.00	140.00 ✓
TOTAL PROFESSIONAL SERVICES					\$ 8,582.00

69040

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Rate	Hours	Total
John D. Bakker	JDB	Sr. Principal	250.00	.20	50.00
Laura N. McKinney	LNK	Sr. Of Counsel	250.00	1.80	450.00
Rachel E. Hundley	REH	Sr. Associate	215.00	34.80	7,482.00
Shandyn H. Pierce	SHP	Associate	200.00	3.00	600.00
Total				39.80	\$ 8,582.00

COSTS

Date	Description	Amount
11/14/21	INV #845329605 ONLINE RESEARCH FOR OCTOBER 2021 RE USER HUNDLEY, RACHEL	215.55
	67400	
TOTAL COSTS		\$ 215.55
TOTAL THIS INVOICE		\$ 8,797.55

Client No. 806
Matter No. 001

January 7, 2022
Invoice No. 187471

Date	Init	Description	Hours	Rate	Amount
12/06/21	REH	Email correspondence with Terra Gen attorney and Deputy General Manager regarding draft easement deed; review file. <i>REIMB-1</i>	.30	215.00	64.50 (1)
12/07/21	REH	Review and revise summary and letter regarding Annuitant Extra Help--Finance certification <i>69122</i>	.80	215.00	172.00
12/07/21	REH	Review and revise resolution and agenda summary regarding memorialization of final electoral division map approval. <i>69040</i>	.50	215.00	107.50 —
12/07/21	REH	Review draft agreements with Tesla; related email correspondence. <i>72708</i>	.50	215.00	107.50 —
12/08/21	REH	Meeting with Terra Verde and Deputy General Manager regarding Tesla BESS Service Agreement. <i>72708</i>	.30	215.00	64.50 —
12/13/21	REH	Draft grant of easement from Terra Gen regarding Leveroni property. <i>REIMB-1</i>	1.00	215.00	215.00 (1)
12/13/21	REH	Research regarding disclosure of home address and social security number on contractor payroll records. <i>69122</i>	.50	215.00	107.50
12/13/21	REH	Advise Dale Thrasher regarding disclosure of home address and social security number on contractor payroll records. <i>69122</i>	.30	215.00	64.50
12/13/21	REH	Attend Board meeting. <i>69122 67400</i>	1.50	215.00	322.50
12/16/21	REH	Advise General Manager regarding electronic signatures on contracts. <i>69122</i>	.30	215.00	64.50
12/17/21	REH	Email correspondence with Terra Gen attorney regarding draft easement. <i>REIMB-1</i>	.10	215.00	21.50 (1)
12/21/21	REH	Phone call with General Manager regarding pending matters. <i>69122</i>	.10	215.00	21.50
12/21/21	REH	Review draft letter from ROIC and easement documents regarding Marriott project; email correspondence with ROIC attorney and Deputy General Manager. <i>REIMB-2</i>	.50	215.00	107.50
12/21/21	REH	Review correspondence regarding Thompson Builders private later matter. <i>REIMB-3</i>	.30	215.00	64.50
12/21/21	REH	Phone call with Deputy General Manager regarding Thompson Builders and other pending matters. <i>REIMB-3</i>	.80	215.00	172.00
12/22/21	REH	Review revised Tesla BESS service and installation agreements. <i>72708</i>	1.00	215.00	215.00 —

Client No. 806
Matter No. 001

January 7, 2022
Invoice No. 187471

TOTAL PROFESSIONAL SERVICES

\$ 3,014.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Init	Title	Rate	Hours	Total
John D. Bakker	JDB	Sr. Principal	250.00	.20	50.00
Rachel E. Hundley	REH	Sr. Associate	215.00	13.60	2,924.00
Shandyn H. Pierce	SHP	Associate	200.00	.20	40.00
Total				14.00	\$ 3,014.00

COSTS

Date	Description	Amount
12/06/21	INV #845492561 ONLINE RESEARCH FOR NOVEMBER 2021 RE USER MCKINNEY, LAURA	10.99
12/06/21	INV #845492561 ONLINE RESEARCH FOR NOVEMBER 2021 RE USER HUNDLEY, RACHEL	590.50
12/29/21	Postage	9.16
	TOTAL COSTS	\$ 610.65
	TOTAL THIS INVOICE	\$ 3,624.65

617400

**FIRST AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR
COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE, RUBBISH, WASTE MATTER AND
REFUSE IN THE TOWN OF ROSS, CALIFORNIA**

This First Amendment to the Amended and Restated Agreement for Collection, Removal and Disposal of Garbage, Rubbish, Waste Matter and Refuse in the Town of Ross, California (this "Amendment") is entered into as of February 10, 2022 between the Town of Ross ("Town") and Marin Sanitary Service, Inc. ("Contractor").

WHEREAS, Town and Contractor are parties to an Amended and Restated Agreement for Collection, Removal and Disposal of Garbage, Rubbish, Waste Matter and Refuse dated January 10, 2019 (such agreement as amended, the "Agreement");

WHEREAS, the parties wish to amend the Agreement to assist Town in complying with the Senate Bill 1383 Regulations("SB 1383") (as defined in Exhibit A to this Amendment);

WHEREAS, Town intends to implement a 3-container Organic Waste collection service as contemplated by Section 18984.1 of the SB 1383 Regulations.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect January 1, 2022.
2. Definitions. For purposes of this Amendment, the terms set forth in Exhibit A, attached hereto and incorporated herein, shall have the meanings given to them in such exhibit.
3. Three-Container Organic Waste Collection Services.
 - 3.1. Phased Implementation. Town and Contractor acknowledge that Contractor's Organic Waste Collection routes must be expanded to satisfy the requirements of the SB 1383 Regulations, and that new collection trucks must be procured by Contractor in order to provide such services. Beginning January 1, 2022 all new customers will be provided base level of collection service including Recycling Container, Organics Container and Garbage Container collection service. Between January 1, 2022 and December 31, 2023, Contractor shall continue and expand its Organic Waste collection service to existing customers within Town. By January 1, 2024, Contractor shall provide Organic Waste collection service to all of its customers within Town who are subscribed to and pay for Solid Waste collection service, unless (i) the customer is categorically exempted under Town's municipal code from the requirement to subscribe for Organic Waste collection service, or (ii) the customer qualifies for and is granted a State- or Town-issued waiver. Contractor will work with customers to appropriately size collection containers such that source-separation of all materials is possible without any overflow of material, and if any disputes arise or overages occur, the [Agency] will make the final determination on proper container size.
4. Container Colors.
 - 4.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a customer serviced under the Agreement conforms to the following color scheme: Garbage Containers for collection of Solid Waste, Recycling Containers for collection of Recyclable Materials, and Organics

Containers for collection of Organic Waste. In addition, Contractor shall ensure that all Containers it uses to provide such services to customers serviced under the Agreement conform to such color scheme by January 1, 2036.

4.2. Specific Material Types. Paper products and printing and writing paper, each as defined in the SB 1383 Regulations, may be placed in either the Recycling Container or the Organics Container. Carpet and textiles may not be placed in either the Recycling Container or the Organics Container.

5. Container Labels.

5.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a customer serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

6. Route Reviews.

6.1. General Requirement. At least once annually, beginning in 2022, Contractor shall conduct a Route Review for each Hauler Route. The number of Containers to review per Hauler Route shall be calculated on the basis of the number of garbage accounts provided service by a specific Hauler Route for one week. For example, "Route A" collects garbage from 250 accounts, 4 days per week for a total of 1,000 accounts per week; include a minimum of 25 accounts for Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the following minimum number of Containers, but may inspect more if Contractor deems necessary; and shall inspect all Containers placed for collection (including Recycling Containers, Organics Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing the contents, but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with Town) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its next regularly scheduled report to Town, as required by Section 9.

<u>Route Size (# garbage accounts/ week)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

6.2. Notice of Contamination. If Contractor observes Prohibited Container Contaminants in a Container during a Route Review comprising ten percent or more of observable container volume, Contractor shall notify the customer of the violation in writing. The written notice shall include information regarding the requirement to properly separate materials into the appropriate Containers. The notice may be left on the customer's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the customer within 30 days. Contractor may dispose of the contents of any Container found to contain Prohibited Container

Contaminants and may charge a contamination fee not to exceed the fee in Exhibit C. The notice shall be provided in English and Spanish.

7. Compliance Reviews.

7.1. General Requirement. At least once annually, beginning in 2022, Contractor shall review the records of its Commercial and Multi-Family customers in Town that are subscribed for at least two (2) cubic yards per week of combined Solid Waste, Organic Waste and Recyclable Materials service, to determine whether such customers are subscribed for Organic Waste collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its next regularly scheduled report to Town, as required by Section 9.

7.2. Site Visit Requirement. Based on Contractor's review of the list of customers requiring site visit compiled in accordance with section 7.1 above, Contractor shall conduct an annual site visit to each Commercial and Multi-Family customer in Town that is determined to not be enrolled in 3-container organic waste collection service and not be eligible for a waiver based on the Town determination, to encourage those businesses to sign up for SB 1383 compliant Organics Waste service and provide educational material about the law's requirements.

8. Education & Outreach.

8.1. Prior to February 1, 2022, and annually thereafter, Contractor shall provide the following to all its customers under the Agreement:

8.1.1. Information on the customer's requirements to properly separate materials in appropriate containers.

8.1.2. Information on methods for: the prevention of Organic Waste generation, recycling Organic Waste on-site, sending Organic Waste to community composting, and any other local requirements regarding Organic Waste.

8.1.3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Waste, and the methods of Organic Waste recovery contemplated by the Agreement.

8.1.4. Information regarding how to recover Organic Waste.

8.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Waste.

8.2. The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits.

8.3. Contractor shall provide an educational webpage which includes downloadable copies of all the materials described in Section 8.1, as well as an educational brochure to be provided by Town for edible food recovery outreach.

8.4. Educational materials provided pursuant to the above shall be translated into Spanish.

- 8.5. Contractor shall provide educational materials to customers discovered to be out of compliance with the SB 1383 Regulations requirements, and report a list of such customers as well as actions taken to the Town on a periodic basis as required by Town.
9. Waivers. Contractor shall be responsible for the distribution, collection and evaluation of waiver applications as appropriate and provide the Town a recommendation to accept or deny waiver requests. Contractor shall develop waiver application forms and shall provide them to Town for Town approval prior to use. Contractor shall evaluate requests for exemption or waiver from the Act's requirements and provide the Town periodic recommendations and supporting documentation to deny or approve waivers, including a site visit and re-evaluation at least every five years as required by the SB 1383 Regulations.
10. Edible Food Recovery. Contractor shall provide Town with a list of Tier One commercial edible food generators located in their jurisdiction by January 1, 2022 and annually thereafter. Contractor shall provide Town with a list of Tier Two commercial edible food generators located within their jurisdiction by January 1, 2024 and annual thereafter.
11. Reporting.
- 11.1. Beginning January 1, 2022, Contractor shall provide the following information to Town annually, by February 15 of the year following the reporting year:
- 11.1.1. For information provided by Contractor pursuant to Section 8 above:
- (a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).
 - (b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.
 - (c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the type and number of accounts receiving the information, rather than listing each recipient individually.
- 11.1.2. For Route Reviews and Compliance Reviews:
- (a) The date the review was conducted.
 - (b) The name and title of each person conducting the review.
 - (c) A list of the account names and addresses covered by the review.
 - (d) For Route Reviews, a description of each Hauler Route reviewed, including Contractor's route number and a description of the Hauler Route area.
 - (e) For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken.

(f) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the customers reviewed are subscribed for Organic Waste collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. account records).

(g) Copies of any educational materials issued pursuant to such reviews.

11.1.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

(a) Copies of the form of each notice issued to customers for Prohibited Container Contaminants, as well as, for each such form, a list of the customers to which such notice was issued, the date of issuance, the customer's name and service address, and the reason for issuance (if the form is used for multiple reasons). This information will also be provided monthly to any other government entity approved by the Town, including but not limited to Zero Waste Marin requests.

(b) The number of times notices were issued to customers for Prohibited Container Contaminants.

(c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

11.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

11.1.5. Reports to Town on customers discovered to be out of compliance with the SB 1383 Regulations, including a list of the customers, the type of violation, actions taken to educate those customers, and contact information for those customers. Such reports shall be provided periodically as required by Town.

12. Section 18988.1 and 18988.2 Compliance. Contractor is responsible for delivery of all Solid Waste to properly permitted disposal facilities, transfer stations, recyclable materials processing facilities, organics processing facilities, and C&D processing facilities as listed in Exhibit B. The list may be amended from time to time by Contractor, subject to Town approval of the amended list. Failure to comply with this provision will result in the levy of an Administrative Charge or Penalty as specified in Town Code and may result in Contractor being in default under this Agreement. Town hereby approves delivery of Organic Waste to such facility(ies). Contractor shall comply with its obligations under this Amendment and the obligations that by operation of law are imposed upon it directly pursuant to Chapter 12 of the SB 1383 Regulations.

13. Future Changes. The parties acknowledge that future changes to this Amendment or the Agreement may be desirable to assist the parties with their respective compliance obligations under the SB 1383 Regulations or subsequent amendments thereto or interpretations thereof. The parties agree to negotiate any such proposed changes in good faith. The foregoing shall not be deemed to limit either party's rights or remedies under the Agreement.

14. Miscellaneous. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Section headings in this Amendment are for convenience only and shall not be used in the interpretation of this Amendment. This Amendment may be executed

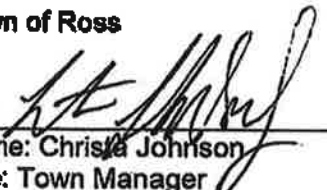
in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, "including" and its variants mean "including without limitation."

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

Town of Ross

Marin Sanitary Service, Inc.

By: 
Name: Christa Johnson
Title: Town Manager
Date: 2-14-2022

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:


Ben Stock, Town Attorney

ATTEST:


Linda Lopez, Town Clerk

IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

Town of Ross

Marin Sanitary Service, Inc.

By: _____
Name: Christa Johnson
Title: Town Manager
Date:

By: Patricia Barberino
Name: Patricia Barberino
Title: President
Date: 15 Feb 22

APPROVED AS TO FORM:

Ben Stock, Town Attorney

ATTEST:

Linda Lopez, Town Clerk

Exhibit A

DEFINITIONS

"Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as CIWMA or "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

"Recycling Container" means a Container for the collection of recyclable materials as defined in the Agreement. The Recycling Container shall be colored as as defined in the SB 1383 Regulations.

"Container" means any Cart, Bin or Debris Box.

"Garbage Container" means a Container for the collection of Garbage, which does not include Organic Waste or recyclable materials as defined in the Agreement. The Garbage Container shall be colored as defined in the SB 1383 Regulations.

"Organics Container" means a Container for the collection of Organic Waste and colored as defined in the SB 1383 Regulations. Hardware such as hinges and wheels may be any color.

"Food Waste Container" means a Container for the collection of Commercial Food Waste only and colored as defined in the SB 1383 Regulations.

"Hauler Route" means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material or Organic Waste collection services (not on-call or Bulky Item/Abandoned Waste) within the Contractor's collection service area under the Agreement.

"Organic Waste" means wastes comprising material originated from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste. No material shall be considered Organic Waste unless it has been segregated by the customer for separate collection.

"Prohibited Container Contaminants" means any of the following:

- (a) Non-Organic Waste placed in the Organics Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
- (b) Organic Waste placed in the Garbage Container that is specifically identified under the Agreement for collection in the Organics Container or Recycling Container;
- (c) Organic Waste placed in the Recycling Container that is specifically identified under the Agreement for collection in the Organics Container. Paper products and printing and

writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Recycling Container.

"Route Review" means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

"SB 1383 Regulations" means the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery ("CalRecycle") in 2020.

For purposes of this Amendment, the following terms (whether or not capitalized) shall have the meanings given to them in the SB 1383 Regulations, unless the context indicates a different meaning was intended: biosolids, digestate, food, non-compostable paper, paper products, printing and writing paper, sludges.

Exhibit B
FACILITIES

Marin Sanitary Service Transfer Station

1050 Andersen Drive San Rafael CA 94912

Marin Recycling Center

535 Jacoby Street San Rafael CA 94912

Marin Resource Recovery Center

535 Jacoby Street San Rafael CA 94901

FINAL REPORT

Town of Tiburon
on behalf of Mill Valley Refuse Service Member Agencies

SB 1383 Compliance Program Implementation Gap Analysis

Submitted electronically: April 29, 2022

April 29, 2022

Mr. Greg Chanis, City Manager
Town of Tiburon
1505 Tiburon Boulevard, Tiburon, CA 94920

SUBJECT: SB 1383 Compliance Program Gap Analysis – Draft Report

Dear Mr. Chanis,

R3 Consulting Group (R3) is pleased to submit the attached Draft Report to the Town of Tiburon, on behalf of Mill Valley Refuse Service (MVRS) Member Agencies (collectively “MVRS Agencies”), **Towns of Tiburon and Corte Madera**, the **Cities of Mill Valley** and **Belvedere**, the **County of Marin, Almonte, Alto, Homestead Valley Sanitary Districts**, and the **Strawberry Recreation District**, regarding Senate Bill (SB) 1383 Compliance Program Gap Analysis. The objective of this report is to assess the MVRS Agencies’ current programs and recommend next steps to comply with organic waste reduction and recycling regulations.

As a part of this engagement, the R3 team:

- › Analyzed current programs, policies, and resources.
- › Updated MVRS Agencies on Municipal Code revisions.
- › Recommended most-effective implementation approaches for state mandates.
- › Updated MVRS Agencies on record-keeping methodologies for monitoring effectiveness.
- › Estimated MVRS Agencies needs for SB 1383 compliance.

This Draft Report contains our findings and recommendations from this review of the MVRS Agencies programs, processes, and resources. For ease of review, this report is constructed as follows:

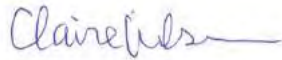
- › **Executive Summary**
 - Background
 - Summary of Findings & Recommendations

- › **Remaining SB 1383 Compliance Tasks**
 - Edible Food Recovery Program
 - Inspection and Enforcement
 - Procurement
 - Capacity Planning
 - Recordkeeping and Reporting

- › **On-Going SB 1383 Compliance**
 - Public Outreach and Education
 - Municipal Code
 - Provision of Organic Waste Collection Services and Regulation of Haulers

We appreciate the opportunity to be of service to the MVRS Agencies. Should you have any questions regarding our Draft Report or need any additional information, please do not hesitate to reach out directly.

Sincerely,



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707.888.8693 | asoulard@r3cgi.com

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Attachments

1. Tier 1 and 2 Commercial Edible Food Generator List
2. Best Practice Waiver Protocol Flow Chart
3. Sample Violation Letter
4. Sample Official Notification Letter

1. EXECUTIVE SUMMARY

Background

The MVRS Agencies have engaged R3 Consulting Group (R3) to assist with SB 1383 compliance. The MVRS Agencies are comprised of the Towns of Tiburon and Corte Madera, the Cities of Mill Valley and Belvedere, the County of Marin, and Almonte, Alto, Homestead Valley Sanitary Districts, and the Strawberry Recreation District, which all hold franchise agreements with Mill Valley Refuse Service (MVRS). The following report focuses on next steps for the MVRS Agencies, MVRS, and the Marin Hazardous and Solid Waste Management JPA (Zero Waste Marin) to meet all requirements of SB 1383 and recaps the sections of the law that are currently being addressed by Mill Valley Refuse Service and the MVRS Agencies.

SB 1383, or Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions, establishes methane emissions reduction targets and grants CalRecycle the authority to pass regulations to achieve those targets. The law is an unfunded state mandate which passes responsibility for achieving the targets to local agencies. This new state law has the immediate goal of reducing organic waste sent to landfill and the ultimate objective of reaching statewide methane emissions reduction targets. Specifically, it sets a statewide goal for the reduction in organic waste to landfills – 50% by 2020 and 75% by 2025 – in addition to the recovery of 20% of edible food waste for human consumption. SB 1383 will require local governments to provide organics collection to all generators, and all generators to subscribe. It also has specific mandates for container systems, education, and outreach programs, monitoring and contamination reporting, and enforcement of regulations. CalRecycle has the discretionary authority to begin enforcement actions on agencies and other entities for lack of compliance with SB 1383 starting on January 1, 2022. Civil penalties may begin accruing as of January 1, 2023.

Summary of Findings

The MVRS Agencies are on track to meet most SB 1383 requirements in a timely manner, but also would benefit from regional coordination for the edible food recovery program, enforcement and procurement of organic waste products.

The Cities and Districts are working on updating their websites. MVRS has dedicated edible food recovery outreach on their website. The Cities and Districts are sending out an informational letter to edible food generators subject to SB 1383 requirements. Each agency also is responsible for developing their own edible food recovery program to conduct inspections, outreach, facilitate communication, and submit reports. A full Edible Food Recovery Program including education and outreach as well as inspection and enforcement protocols is needed, but no lead agency for this program has yet been identified.

Enforcement on generators for compliance with the organic waste diversion programs required under SB 1383 begins January 1, 2024. Enforcement may be undertaken by each agency, or a public agency designee. If no designee is identified, each agency will need to be prepared to issue Notices of Violation and associated administrative penalties for generators that are not yet in compliance.

Zero Waste Marin is currently planning on utilizing Recyclist Software as the recordkeeping and reporting tool for Marin. This will be used by haulers and made available to the agencies to develop the required implementation record and compile compliance data for reporting to CalRecycle.

The MVRS Agencies must review their recycled content paper product purchasing practices to ensure they are in compliance with the recycled content paper procurement and certification requirements of SB 1383. Additionally, Corte Madera, Tiburon, Mill Valley, Belvedere and the County will need to develop a procurement plan for recovered organic waste products. The Special Districts are not required to comply with the organic waste procurement requirements.

The MVRS Agencies have completed updates to their Municipal Codes and in the process of adopting Franchise Agreement amendments to comply with SB 1383 requirements. The MVRS Agencies also continue to collaborate with MVRS to coordinate roles and responsibilities regarding organic waste collection service requirements, contamination monitoring, education and outreach requirements, and recordkeeping requirements. MVRS is undertaking most of the inspection and customer education responsibilities under the law, including compliance reviews and contamination monitoring.

The City of San Rafael has applied for a grant from CalRecycle to fund several studies and partnerships to help facilitate land application of compost and mulch for compliance with the procurement requirements of the law. San Rafael is expecting to make this study and partnership available to the agencies using MSS as their hauler. The MVRS agencies in Marin are encouraged to see if they can partner with San Rafael and/or undertake a similar study on behalf of the MVRS agencies. Such an effort should include training for the departments responsible for maintenance on their public parks and other open spaces. As a part of the negotiations with MVRS, Corte Madera, Tiburon, Mill Valley, Belvedere, and the County have all secured 10% of their compost target annually for distribution via compost giveaways, agency projects, etc. Additionally, Corte Madera, Tiburon, Mill Valley, Belvedere and the County have adopted compliant CALGreen building codes and have adopted the MWELo (many vis-à-vis the Water District who reviews MWELo on behalf of the City/Town). The Special Districts are exempt from this requirement. Construction and Demolition (C&D) Debris Recycling Ordinances and/or CALGreen adoption and Model Water Efficient Landscape Ordinances currently comply with SB 1383 requirements.

Summary of Recommendations

R3 recommends the MVRS Agencies formalize designation of responsibilities to a regional coordinator for Edible Food Recovery Program implementation, including inspection and enforcement, through a Memorandum of Understanding (MOU). All of Marin's Cities, Towns, Special Districts, and the County would benefit from development of such a countywide coordination plan. Otherwise, each agency will have to develop its own program.

The MVRS Agencies have completed updates to their Municipal Codes and in the process of adopting Franchise Agreement amendments to meet the inspection, enforcement, recordkeeping, reporting and outreach requirements of SB 1383. These efforts will need to be coordinated on an ongoing basis to make sure adequate outreach, contamination monitoring and recordkeeping continue and enhance participation in organics recovery, as well as provide the needed information for compliant reporting to CalRecycle. Each agency should ensure that protocols are in place for purchase of compliant recycled content paper products, complete with certification of recyclability and recycled content, and identify areas that would be appropriate for application of compost and mulch in the MVRS agencies is encouraged.

R3 also recommends that the agencies consider opportunities for regional collaboration on these programs, which may include agency or regional SB 1383 fees. Additional funding per agency will likely be needed to fund staffing and implementation of program enhancements to comply with SB 1383.

Report Format

This report presents our findings and the next steps to be undertaken by presenting each subject area for SB 1383 compliance, as follows:

1. Edible Food Recovery Program
2. Inspection and Enforcement
3. Procurement
4. Recordkeeping and Reporting
5. Public Outreach and Education
6. Municipal Code Updates
7. Organic Waste Collection Services and Regulation of Hauler

2. REMAINING SB 1383 COMPLIANCE TASKS

The MVRS Agencies are on track to meet SB 1383 requirements due to completed or ongoing work. Mill Valley Refuse Service and the MVRS Agencies have implemented considerable program enhancements including outreach, development of new reporting systems, and have updated the agencies' municipal codes and franchise agreements to reflect new requirements.

This section will first focus on the next steps to be taken by the MVRS Agencies to ensure success in implementing the remaining SB 1383 programs, which include developing an Edible Food Recovery Program(s), finalizing a waiver program for exempt generators, procuring recovered organic waste products, conducting contamination monitoring, and meeting the CalRecycle reporting requirements.

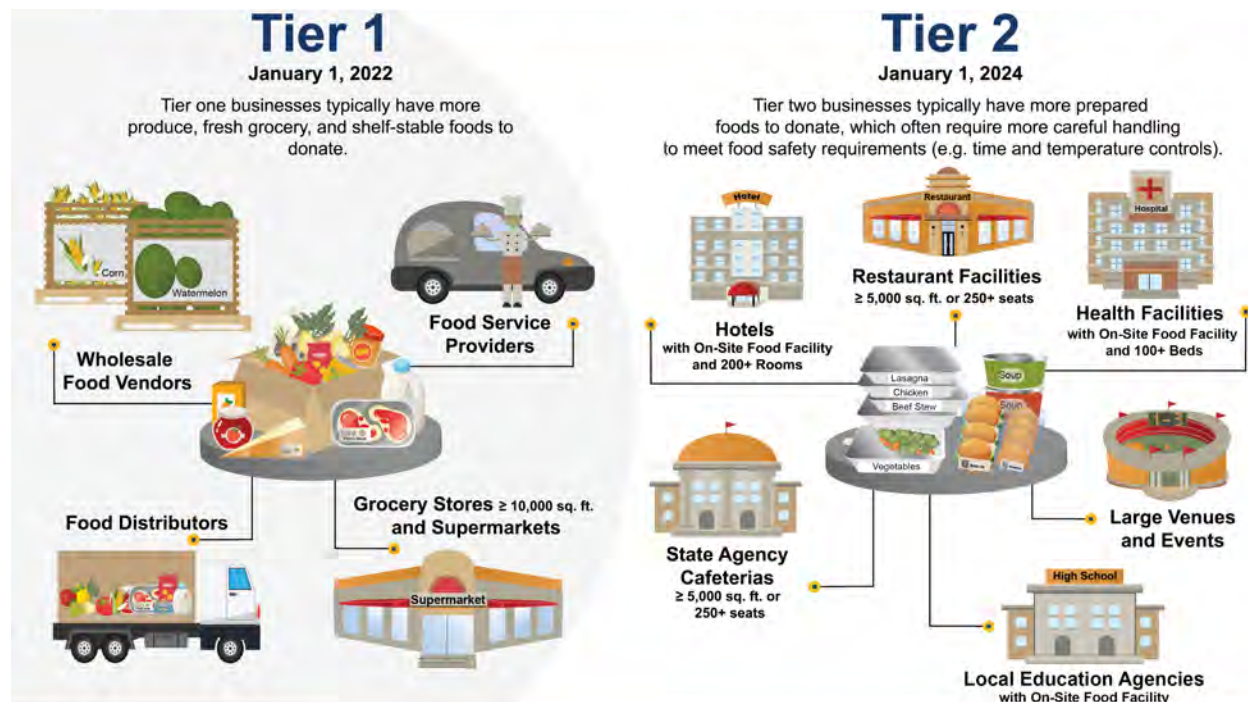
Agencies as defined by SB 1383 includes cities, towns, counties, and special districts holding collection franchises.

Edible Food Recovery Program

Background

Agencies must identify all Tier One and Tier Two commercial edible food generators; food recovery organizations and food recovery services (recovery agencies) operating within the agency and assess local edible food recovery capacity. SB 1383 Tier One and Tier Two commercial edible food generator business types are presented as an infographic in **Figure 1** on the following page and followed by a detailed listing of definitions.

Figure 1: CalRecycle Commercial Edible Food Generator Business Types



A Tier One commercial edible food generator, as defined by SB 1383, means a commercial edible food generator that is one of the following:

- › Supermarkets with gross annual sales of \$2,000,000 or more.
- › Grocery store with a total facility size equal to or greater than 10,000 square feet.

- › Food service provider, which means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
- › Wholesale food vendor, which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.
- › Food distributor, which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

A Tier Two commercial edible food generator, as defined by SB 1383, means a commercial edible food generator that is one of the following:

- › Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- › Hotel with an on-site food facility and 200 or more rooms.
- › Health facility with an on-site food facility and 100 or more beds.
- › Large venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.
- › Large event, which means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.
- › A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- › A local education agency facility with an on-site food facility. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City or County regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

The agency and/or designee (such as the regional agency) must comply with the following edible food recovery program requirements:

1. The agency must develop and implement an edible food recovery program, which includes the following actions (also included in Municipal Code updates already adopted by the agencies):
 - a. All Tier One commercial edible food generators and food recovery agencies within the service area must have formal agreements for edible food recovery beginning January 1, 2022.
 - b. All Tier Two commercial edible food generators must have formal agreements with a food recovery agency beginning January 1, 2024.
 - c. Edible food generators and recovery agencies must keep records of the quantity, in pounds, of edible food donated/recovered.
2. Each agency is responsible for annually distributing outreach and education to edible food generators, (as discussed in the Public Outreach and Education section of this report).
3. The County of Marin is conducting an Edible Food Recovery Capacity Study which should be completed by August 1, 2022 and may seek data from agencies to complete this report. The Edible Food Recovery Capacity Study must include the following assessments.

- a. Estimated quantity of edible food disposed by generators in the agency.
 - b. Estimated quantity of currently available edible food recovery capacity or expected recovery capacity by December 31, 2024.
4. If the results of the Edible Food Recovery Capacity Study reveal available and expected recovery capacity is not sufficient to accommodate recovery of the total quantity of edible food disposed, the agency or a regional governmental agency is responsible for preparing an implementation plan, within 120 days, describing how sufficient recovery capacity will be secured.
5. The agencies must monitor Tier One generator and food recovery agency compliance beginning January 1, 2022, and Tier Two generator compliance beginning January 1, 2024, as follows.
 - a. Conduct inspections to verify agreements and recordkeeping, which can be combined with existing mandatory food facility inspections; and
 - b. Provide enforcement for noncompliant entities.
6. The Municipal Code changes recently adopted require food recovery agencies to submit records to the agency quantifying the pounds of edible food recovered, by month, for the previous calendar year.

Edible Food Recovery Inspection Requirements

Beginning January 1, 2022, agencies will be required to conduct inspections of Tier One commercial edible food generators and food recovery agencies located within their municipality to confirm that they are meeting the requirements of the law. Tier Two commercial edible food generators inspections are required beginning January 1, 2024.

Additionally, penalties must be assessed by agencies on edible food generators for:

- › Failure to arrange to recover i.e., donate edible food through a written agreement or contract with a food recovery organization or service
- › Intentional spoilage of edible food; and
- › Failure to maintain records as required.

Findings

The MVRS Agencies have completed the process of identifying Tier One and Tier Two Generators with the assistance of Mill Valley Refuse Service. This list of Tier One and Tier Two Generators for each MVRS Franchisor agency is provided as Attachment 1. R3 has determined that this program would benefit from regional coordination due to the overlapping responsibilities that each agency will be required to undertake.

Identification of Commercial Edible Food Generators

R3 has worked with MVRS to identify Tier One and Two generators in each of the MVRS agencies. Many Tier One Generators are currently donating to the County's two largest food recovery organizations: SF-Marin Food Bank and ExtraFood. None of the Tier Two generators have been identified as currently having an agreement with a food recovery agency. There could be additional efficiencies gained through regional program coordination Tier One and Two generator inspection and enforcement activities, and reporting to CalRecycle in a consolidated manner rather than as individual agencies.

Identification of Food Recovery Agencies, Recovery Capacity & Infrastructure

Mill Valley Refuse Service has been the main coordinator for identifying Tier One and Two generators. The two main food recovery groups in Marin are ExtraFood and the SF-Marin Food Bank. Additionally, Ritter Center, Salvation Army, Respecting Our Elders, and Open-Door Ministries provide edible food recovery services throughout the County. There are smaller food waste recovery groups run through local churches and other non-profit organizations throughout Marin.

Food recovery groups should be contacted and asked if they would like to be included in education and outreach materials. These groups can also be a resource to help identify the food waste generators that they already have established relationships and contracts with.

Education, Outreach, and Inspections

Each agency is responsible for conducting compliance inspections and providing education for edible food generators and recovery agencies that operate within their agency. As noted, due to the overlapping service areas within Marin for these agencies, it may be beneficial to develop these efforts regionwide.

Recommendations

The R3 project team recommends agencies sign an MOU with a regional governmental agency to designate responsibilities for edible food recovery inspections, outreach, enforcement, communication roles, and reporting to CalRecycle.

Overall coordination of this program would consolidate the resources regionally and would create a more comprehensive system that can identify gaps in service and connect food waste generators with compliant food waste recovery agencies that have capacity to accept and use the food. This would also reduce redundancy in communicating with food recovery organizations, which do not have the staff or bandwidth to separately coordinate with every agency in Marin.

Inspection and Enforcement

Background

Organic Waste Generator Diversion Requirements

SB 1383 requires all single family, multi-family, and commercial generators in each agency that produce organics, including food waste, as a part of their waste stream, to divert that material by subscribing to organics collection service, or self-hauling in compliance with agency requirements. Some limited waivers for physical space or de minimis organics generation are allowed.

Compliance Review

By January 1, 2022, and annually thereafter, the agencies will be required to complete a compliance review of their commercial solid waste generators. The compliance review must assess commercial generators that generate more than two cubic yards of solid waste (garbage, recycling, and organics) per week for compliance. This is like the compliance reviews for AB 341 and 1826 which MVRs currently conducts on behalf of the agencies. Compliance will primarily be measured by generators that are covered and compliant (i.e., generate more than two cubic yards of solid waste per week and have organics service). MVRs is conducting ongoing compliance reviews in accordance with the Amendment's requirements and has already completed a compliance review for 2022.

MVRs Agencies provide a similar service required under SB 1383 for organics subscription as a part of AB 1826 compliance activities and reporting. Compliance reviews may be conducted by desk audit, similarly to AB 1826 customer account reviews. MVRs Agencies have partnered with MVRs to report and analyze data for compliance of commercial generators subscribed to two or more cubic yards of solid waste collection service per week.

Beginning January 1, 2022, and until December 31, 2023, agencies are required to provide educational materials to noncompliant generators describing the requirements of SB 1383 in response to violations. The agencies are also required to investigate complaints of noncompliance by members of the public or

other entities and provide follow up regarding any resolutions. MVRS will be providing educational materials to generators discovered to be out of compliance during this period.

Waivers

While most solid waste account holders in the MVRS Agencies service area will be covered under the requirements of SB 1383, some waivers exist for generators. MVRS has developed a waiver form for all the MVRS Agencies. The County of Marin has requested its own waiver form to provide it in multiple franchise areas.

Acceptable waiver rationales under SB 1383 are as follows:

- 1. De Minimis:** The commercial business' total solid waste collection service is two cubic yards or more per week and disposed organic waste comprises less than 20 gallons per week of the business' total waste;
- 2. De Minimis:** The commercial business' total solid waste collection service is less than two cubic yards per week and disposed organic waste comprises less than 10 gallons per week of the business' total waste; or
- 3. Physical Space:** The property owners' on-site capacity does not provide sufficient space for additional containers or three-container streams.

Contamination Minimization Requirements

SB 1383 Section 18995.1 requires agencies to have an inspection and enforcement program for container contamination minimization. The MVRS Agencies have designated Mill Valley Refuse Service to inspect and enforce contamination monitoring. For a three-container collection system, MVRS will have to implement one of the two following container contamination minimization monitoring options beginning April 1, 2022.

- 1.** Perform waste evaluations to assess container contamination for all three waste streams; or
- 2.** Conduct annual route reviews of all hauler routes to assess container contamination for all three waste streams.

Route Reviews

The agency may meet its container contamination minimization requirements by conducting a route review of all hauler routes annually. SB 1383 requires the agency, or designee, conduct a "sufficient number" of route review audits and does not require that all containers on a route be reviewed. The agency may prioritize inspections of entities that it determines are more likely to be out of compliance. Per the amendment, MVRS will at least once annually, conduct a route review for each hauler route. The number of containers to review per hauler route will be calculated on the basis of the number of garbage accounts provided service by a specific hauler route for one week. For each route review of a hauler route, MVRS will inspect at least the following minimum number of Containers. Each inspection shall involve lifting the Container lid and observing the contents.

<u>Route Size (# garbage accounts/ week)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

If MVRS observes contamination a container during a route review, they will notify the customer of the violation in writing in both in English and Spanish.

In each route review, the agency must:

- › Visually audit collection containers and document observations of contamination. Visual audits may be conducted by “lid flips” (physically opening a container’s lid to view contents) or use of cameras. Issue notice of observed contamination, which must include information regarding the generator’s requirement to properly separate materials into containers and may include photographic evidence of the violation; and
- › Keep records of route review documentation and outreach provided.

Administration of Penalties

Beginning January 1, 2024, individual agencies, or a designated public enforcement entity, are required to assess penalties on all noncompliant entities. Penalty levels are differentiated by first, second, and third/subsequent violations and range from \$50-500 per violation.

Penalties may be assessed by an agency for non-compliance of these requirements (not complete):

1. Hauler failure to deliver organic material to a facility that recovers source separated organic waste.
2. Commercial edible food generator failure to arrange for edible food recovery, enter into an agreement with a food recovery organization or service for surplus edible food or intentionally spoiling recoverable edible food.
3. Organic waste generators failure to subscribe to adequate organic waste, recycling, and garbage service.
4. Commercial business’ failure to provide adequate numbers, size, and location of containers as well as signage for proper sorting on-site (this includes front-of-house for restaurants and other businesses that provide waste receptacles for use by patrons).
5. Commercial business’ failure to provide information to employees, contractors, tenants, and customers annually.
6. Commercial business’ failure to provide access to enforcement staff.

In absence of another public entity taking responsibility for enforcement, Agencies will need to enforce via their existing code enforcement division. Additional funding for enforcement may be necessary, although because MVRS is proposes to deliver containers to customers in 2022, we do not anticipate a high level of non-compliance within the MVRS service area.

Findings

MVRS must visit each business that requests a waiver to verify that they qualify for one. The Agency may develop a process for assessment and approval of waivers and determine if all or some of the generator’s SB 1383 requirements will be waived; this process will be similar to the existing exemption review process. R3 has developed a Best Practice Waiver Flow Chart in Attachment 2. However, the de minimis waiver threshold for AB 1826 allows a higher quantity of organics generation to qualify for a waiver than SB 1383 allows.

The Agencies have designated MVRS to assess waiver applicability through site visits and provide supporting documentation. Waivers must be issued by the individual agency; approval authority may not be designated. Every five years from the date of issuance of the waiver, agencies are required to reverify the waiver’s applicability. Waivers granted under AB 1826 will require reassessment for applicability with SB 1383 requirements.

R3 recommends that another city staff outside of code enforcement be responsible for approving waivers. Procedures for waiver review will need to be established by MVRS and each Agency staff directly. The MVRS Agencies may need additional staffing to meet the requirements of organics subscription monitoring and reporting activities. R3 recommends that MVRS report noncompliant businesses to the

agencies for the assessment of the required penalties. R3 has worked with the MVRS Agencies and Mill Valley Refuse Service to analyze two methodologies to determine a “sufficient number” of containers to review to satisfy this requirement. One route review audit will include visual observation of all three collection containers.

Recommendations

The MVRS Agencies have modified their municipal codes and franchise agreements to satisfy SB 1383 route review and associated recordkeeping requirements and serve as a formal designation of responsibility.

MVRS has agreed to a lid flip route review plan to monitor garbage containers for contamination utilizing SB 1383’s specifications for the number of waste evaluation samples required per hauler route, which results in the lowest estimated cost for conducting route reviews. MVRS will track all compliance data and will report back to agencies using this system.

Procurement

Background

SB 1383 requires the MVRS Agencies, except for the special districts, to procure a prescribed quantity of recovered organic waste products to meet a procurement target quantity based upon population. The State has provided a procurement target, based on population. Those targets are specified for each agency included in Appendix A.

The recovered organic waste products the MVRS Agencies may choose to procure are:

- › Compost and/or mulch;
- › Renewable gas used for fuel for transportation, electricity, or heating applications; and
- › Electricity from biomass conversion.

The agency may also contractually designate a public or private entity as a direct service provider to procure recovered organic waste products on behalf of the agency. The Agency may count recovered organic waste products distributed for free to the public by a contractor, under an agreement with the Agency, toward the procurement target. The MVRS franchise agreement amendment requires MVRS to provide 10 percent of the required procurement target of organic material to Belvedere, Corte Madera, Mill Valley, Tiburon, and the County for distribution. The Agencies will need to develop a plan for receiving and distributing that material. Finding centralized urban farms or gardens that are willing to act as a compost hub for the community is one strategy that other counties are using. Additionally, creating semi-annual or quarterly compost giveaways for residents to come to a central location and take compost back to their residences would distribute compost quickly and effectively in the community.

Recycled Content Paper Products

Agencies must purchase recycled content writing and printing paper, office supplies, and janitorial supplies. Paper products must contain at least 30%, by fiber weight, postconsumer fiber. The MVRS agencies must keep copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases and copies of recycled content certifications in their implementation record.

SB 1383 requires the agency to procure paper products, printing and writing paper in compliance with the Public Contracts Code (PCC) sections 22150-22154.

Paper products include, but are not limited to paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, corrugated boxes, tissues, and toweling. Recycled

paper products, printing and writing paper must consist of at least 30%, by fiber weight, postconsumer fiber.

The agency must also require businesses (e.g., bidders, contractors, and vendors) from whom it purchases paper products to certify in writing:

- › The minimum, if not exact, percentage of post-consumer recycled material.
- › The products are eligible to be labeled with an unqualified recyclable label.
- › This certification may be waived if the product's label, catalog, invoice, or vendor's website provides the required information.

Agencies must include all documents supporting compliance with this requirement in the implementation record required including receipts, invoices, etc.

Recovered Organic Waste Product Procurement

Background

Procurement targets for recovered organic waste are detailed in Appendix A. The procurement target calculation for each agency details each qualifying organic waste type and the amount of each type needed to satisfy the recovered organic waste procurement target. This assumes one hundred percent of the procurement target is met through the purchase of only one type of recovered organic waste product. SB 1383 does allow the agency to meet this procurement requirement through purchase of a combination of recovered organic waste products.

SB 1383 sets specific requirements for the applicability of each of these procurement options.

Although some customers in the MVRS Agencies participate in the Food 2 Energy program they may not directly have access to electricity produced from organic waste, and therefore fulfillment of the procurement target through the purchase of electricity derived from renewable gas or biomass conversion are not viable options at this time. Compost and mulch are currently the most readily available compliant recovered organic waste product.

The MVRS Agencies should gather data needed to benchmark use of compliant recycled organic waste products through determining the following:

- › If the Parks and Recreation Department (or equivalent) currently uses compost and/or mulch products, and whether they qualify to contribute toward your target (they qualify if the material is procured from a location with feedstock derived from the solid waste stream)¹;
If there is capacity for additional use of compost and/or mulch in agency-managed lands such as parks and medians and street trees and other publicly owned land; and
- › If there is demand for compost giveaways to residents, and the best way to facilitate

If introducing / increasing compost giveaways to residents or community groups (such as community gardens) is an appealing compliance pathway, the agencies should consider the following:

- › Location for giveaways (a centralized location for multiple agencies could be appealing);
- › Who should staff the giveaway and what evidence of residency will be required;
- › Whether the compost is bagged or loose and quantity to be given away; and

¹ You should always check with your compost and/or mulch vendor to confirm origin and compliance with SB 1383.

- › Schedule and frequency.

Experts may be invited to provide training to the Parks and Recreation Department (or equivalent) for each agency on how to acquire qualifying compost and mulch and how to effectively apply that material to contribute to meeting each agency's procurement requirement.

CalRecycle encourages regional agencies to work with special districts and similar entities to meet the agency's procurement targets, provided this is accomplished through a direct service provider contract or written agreement.

Special districts or regional agencies may be considered direct service providers to an agency, provided that a contract or other written agreement, such as a memorandum of understanding (MOU), is in place to prove the direct service provider relationship.

Recommendations

Recycled Content Paper Procurement Requirements

R3 recommends the MVRS Agencies satisfy the recycled content requirement by notifying vendors providing paper, paper supplies and janitorial supplies of the new requirements with their next purchase of paper products and requiring the vendors to submit the required certification along with each invoice they send. If janitorial services are provided by an outside vendor, the agencies should inform the vendor of the new requirements.

Recommendations include:

- › Purchase paper products containing at least 30 percent, by fiber weight, postconsumer fiber;
- › Require certification of the minimum percentage of recycled content by vendors OR use screenshots of site details; and
- › Develop a protocol to store copies of purchasing records including receipts, invoices, and certifications of the paper product's compliance with this requirement. These records may be able to be kept within the Recyclist recordkeeping tool².

R3 recommends the MVRS Agencies satisfy the recovered organic waste procurement target requirements and pursue alternative sources if the compost and mulch procurement quantity is higher than what can be used by the agency and their residents. Agencies may benefit from partnering with other local entities such as park districts or school districts to accomplish this goal. Additional funding may be needed to support the purchase of compost and/or mulch to satisfy the procurement target. Any mulch that is procured would need to meet the specifications noted in SB 1383. All future purchases of compost and mulch should be required to meet SB 1383 minimum requirements so that they can be counted in an Agency's fulfillment of their procurement target.

Recordkeeping and Reporting

Background

Implementation Record

² CalRecycle has been working with large suppliers of paper products on the ability to provide verification of projects and reports currently. Agencies should seek more information as it becomes available from CalRecycle.

SB 1383 Implementation and Recordkeeping Requirements specify that agencies shall maintain all SB 1383 required records in the Implementation Record. This record will be maintained with the Recyclist software purchased by Zero Waste Marin. Agencies will use Recyclist to track ordinances, contracts, agreements, inspection and enforcement program documents, contamination minimization records, waivers, and exemption records. It will also be used to document education and outreach requirements, edible food recovery program implementation. Recyclist will store inspection, route review and compliance reports, and enforcement action reports. Additionally, agencies will track their organic waste procurement records and recycled content paper procurement records.

Agency-Specific Records

The Agency is required to keep records that include the following to confirm compliance with regulatory requirements (aside from those records maintained by MVRS):

- › A copy of all ordinances, contracts and agreements demonstrating compliance with SB 1383
- › A written description of the jurisdiction's inspection and enforcement program that it is using to comply with the requirement to conduct route reviews of commercial and residential generators and inspections of Tier 1 and 2 commercial edible food generators, as well as complaint investigation
- › Number of generators with service
- › Documentation of route reviews and copies of all notices issued to generators with prohibited container contaminants
- › Waiver and exemption records and number of those receiving each type of waiver
- › Education and outreach records including copies of notices and education materials provided to commercial and residential generators and commercial edible food generators and numbers of generators receiving notices
- › Hauler approval and copies of hauler reports and franchise agreement
- › Edible food recovery program records including numbers of commercial edible food generators in jurisdiction; number of food recovery services and organizations located and operating in the jurisdiction that have written agreements with commercial edible food generators
- › Total pounds of edible food recovered by food recovery organizations and food recovery services located in the jurisdiction
- › Recovered organic waste procurement target records, including documentation of purchases of compost, mulch, or other qualifying recovered organic waste products or agreements between jurisdiction and direct service provider to procure such materials at the jurisdiction's behest
- › Recycled content paper procurement records, including receipts and a product label or other information demonstrating that product is both at least 30% recycled content and unqualified recyclable
- › Copies of all enforcement actions, including Notices of Violation and penalty orders; Violations found and corrected through compliance reviews
- › Inspections conducted by type for commercial edible food generators, food recovery organizations and commercial businesses
- › Number of Complaints and investigations of complaints
- › Notices of violation issued by type of entity; number of penalty orders issued by type of entity
- › Enforcement actions resolved by type of entity
- › Inspections conducted by type for commercial edible food generators, food recovery organizations and commercial businesses
- › A list of the date(s) that the agency determined an entity complied with a Notice of Violation and the evidence that supports that compliance determination

The Implementation Record must be stored in one central location that can be readily accessed by CalRecycle. Upon request by CalRecycle, the jurisdiction must provide access to the implementation record within ten business days.

Reporting

Annual Reporting and documentation to CalRecycle is a required action by agencies, like the type of reporting standards agencies report annually as a part of its Electronic Annual Report (EAR). Agencies are responsible for reporting to CalRecycle according to the following schedule.

Initial Compliance Report (Individual Agencies): April 1, 2022

- › The contents of the Initial Compliance Report will include:
 - Copies of ordinances and agreements;
 - Contact information; and
 - Organic Collection Service Records:
 - The type of organic waste collection service(s) provided
 - The total number of generators that receive each type of organic waste collection service provided
 - If a high diversion organic waste processing facility is used, identify the Recycling and Disposal Reporting System number of each facility that receives organic waste from the agency
 - If compostable plastics are permitted in containers, the agency shall identify each facility that accepts and recovers that material
 - If the agency allows organic waste to be collected in plastic bags identify each facility that has notified that it can accept and remove plastic bags when it recovers source separated organic waste

Capacity Studies: August 1, 2022

- › Organic Waste Recycling Capacity Study (County of Marin)
 - Covering the period January 1, 2022- December 31, 2024
- › Edible Food Recovery Capacity Study (County of Marin):
 - Covering the period January 1, 2022- December 31, 2024

First SB 1383 EAR: October 1, 2022

- › The first EAR will cover the period January 1, 2022- June 30, 2022

- › Contents will include:
 - The number of residential and commercial generators with 3 container service
 - Implementation of the contamination monitoring requirements
 - The number of generators issued a de minimis or physical space waiver
 - The number of organic waste generators and edible food generators that received information and the type of education and outreach used
 - The number of route reviews conducted for prohibited container contaminants
 - The number of times notices, violations or education materials were sent for prohibited container contaminants
 - The number of commercial businesses included in compliance reviews. And the number of violations found and corrected.
 - The number of inspections conducted by type for commercial edible food generators, food recovery organizations and commercial businesses
 - The number of Notices of Violation issued, and penalties issued, categorized by type of entity.

- The Recycling and Disposal Reporting System number of each facility receiving organic waste from haulers approved by the agency. The number of construction and demolition debris removal activities conducted in compliance with CALGreen and the Model Water Efficient Landscaping Ordinance Compliance with the recovered organic waste procurement target and recycled content paper requirements are to be maintained in the agency's implementation record, separate from the annual reporting, but subject to review by CalRecycle within ten days of their request.

SB 1383 EAR: August 1, 2023

- › Subsequent EARs will cover the entire previous calendar year (e.g., January 1, 2022-December 31, 2022)
- › Contents will include the same requirements listed under the First EAR

Findings

Recordkeeping Software – Recyclist

Zero Waste Marin has purchased Recyclist software to aggregate records and streamline recordkeeping activities and reduce the staff time needed to maintain the implementation record and to prepare EARs (including the annual report to CalRecycle for SB 1383). Implementation of a digital reporting system also presents an opportunity to reduce staff time needed to regularly collect and aggregate hauler reports. Individual agencies will be required to complete and submit reports to the County providing this data.

Recyclist is a program tracker with the ability to:

- Track residential, multi-family, and commercial generator compliance
- Track outreach activities
- Track compliance waivers
- Track violations and enforcement
- Track route review data and documentation
- Identify edible food generators
- Store data about edible food recovery agencies
- Store self-haul data
- Store complaint data
- Store inspection data
- Store procurement data for recycled paper and organic waste products

MVRS will either provide the information for Agency staff to input or enter reporting information directly into Recyclist software to maintain copies of documents for inclusion in the Implementation Record including copies of outreach materials provided to customers, supporting documentation for contamination monitoring, copies of Notices of Violation (i.e., cart tags and violation letters), and supporting documentation for waiver assessments.

Recommendations

R3 recommends that each agency develop a protocol for keeping records associated with implementation of the following SB 1383 compliance activities up to date in Recyclist:

- › Procurement of organic waste products;
- › Procurement of recycled content paper products;
- › Container contamination minimization monitoring; and
- › Enforcement activities.

Capacity Studies

Background

Organic Waste Capacity Study

Counties, in coordination with jurisdictions and regional agencies located within the county, are required to:

1. Estimate the amount of all organic waste in tons (organic waste for this purpose is limited to food, green waste, landscape and printing waste, wood, paper products, printing and writing paper, digestate and biosolids) that will be disposed by the County and jurisdictions within the County by multiplying the percentage of organic waste reported as disposed in CalRecycle's most recent waste characterization study by the total amount of landfill disposal attributed to the county and each jurisdiction located within the county by the recycling and disposal reporting system, or using a waste characterization study performed by the jurisdictions located within the county. Other local information may be included, if available, such as tons of biosolids or digestate disposed in the County.
2. Identify the amount in tons of existing organic waste recycling infrastructure capacity, located both in the county and outside of the county, that is verifiably available to the county and jurisdictions located within the county. This may be verified through a contract, franchise, or other documentation of existing, new, or expanded capacity at a facility that recovers organic waste that will be available to the county or its jurisdictions prior to the end of the reporting period.
3. Consult with the LEA on the status of locations for new or expanded solid waste facilities including the potential capacity increase each facility may provide if approved
4. Consult with haulers and owners of facilities including compost facilities, in vessel digestion facilities and POTW to get information on existing capacity and potential new or expanded capacity at those facilities and operations.
5. Estimate the amount of new or expanded organic waste recycling facility capacity that will be needed to process the organic waste identified in 1) above in addition to the existing capacity identified in 2) above, if any.
6. Conduct community outreach regarding locations being considered for new or expanded facilities or operations on the benefits and impacts.
7. Consult with community composting operators to estimate the amount of organic waste the county, and the jurisdictions and regional agencies located within the county, anticipate will be handled at community composting activities.
8. If this evaluation results in the county determining that organic waste recycling capacity is needed in addition to the available and proposed capacity identified, then the county shall notify the jurisdiction(s) that lack sufficient capacity that they are required to submit an implementation schedule to CalRecycle that demonstrates how it will ensure there is enough available capacity to recover the estimated organic waste currently disposed by generators within their jurisdiction by the end of the report period.

Jurisdictions are required to:

1. If capacity is needed, submit an implementation schedule, which must include timelines and milestones for planning efforts to access additional new or expanded capacity including, but not limited to obtaining funding for organic waste recycling infrastructure including but not limited to

modifying franchise agreements to support expansion or organic waste recycling and identification of facilities operations and activities that could be used for additional capacity;

2. If capacity is needed, identify proposed new or expanded organic waste recycling facilities that will be used to process the organic waste identified in the capacity study.

Jurisdictions are required to respond to county's request for information necessary to comply with these requirements within 120 days of receiving the request from the county.

Edible Food Recovery Capacity Study

SB 1383 regulations require that counties, in coordination with jurisdictions within the county, also develop an estimate of Edible Food Recovery Capacity. Requirements include the following:

1. Estimate the amount of edible food that will be disposed by commercial edible food generators that are located within the county and jurisdictions within the county;
2. Identify existing capacity at food recovery organizations that is available to commercial edible food generators located within the county and jurisdictions within the county;
3. Identify proposed new or expanded food recovery organizations and food recovery services that will be used to recover edible food identified pursuant to (1) above; and
4. Identify the amount of new or expanded capacity, if any, at food recovery organizations and food recovery services that is necessary to recover the edible food that is estimated to be disposed by commercial edible food generators in (1) above.

If a county identifies that new or expanded capacity is needed to recover the amount of edible food, as identified above, then each jurisdiction within that county that lacks capacity must submit an implementation schedule to the Department that demonstrates how it will ensure there is enough new or expanded capacity to recover the edible food currently disposed by commercial edible food generators within its jurisdiction. The implementation schedule shall include timelines and milestones for planning efforts to access additional new or expanded capacity including, but not limited to obtaining funding for edible food recovery infrastructure including, modifying franchise agreements or demonstrating other means of financially supporting the expansion of edible food recovery capacity; and identification of facilities, operations, and activities inside the county that could be used for additional capacity.

Reports for both the organic waste and the edible food recovery capacity studies are due on the following schedule (14 CCR Section 18992.3 provides more detail):

- › August 1, 2022, counties report for the period covering January 1, 2022 through December 31, 2024;
- › August 1, 2024, counties report for period covering January 1, 2025 through December 31, 2034.
- › Counties report every 5 years thereafter.

Findings

SB 1383 can be the catalyst for a food secure Marin County if it is considered within the broader context of the County's overall food security system. The required edible food recovery operations should be aligned with the existing food relief distribution systems (and the food security need) that exists within the County and each jurisdiction. Developing an effective distribution system can be the most challenging component of an edible food recovery program.

Most cities in the county (including the MVRS Agencies) have already identified Tier 1 and Tier 2 commercial edible food generators and existing food recovery organizations and services. Most jurisdictions have sent letters to notify their Tier 1 and Tier 2 generators of the requirements. It is not yet known whether the existing collection systems have enough capacity or if capacity needs to be expanded and/or new systems developed to service those generators.

With respect to the edible food recovery program, collection systems will need to be considered within the context of the food security “need” that exists in the County and each jurisdiction and developed in conjunction with a distribution system that is structured to meet that need. Effectively distributing to that need becomes ever more challenging as portions of that need are met and the County and the jurisdictions move toward food security. As such, it will be important for the County and the cities to understand, in coordination with the edible food recovery organizations and services in the County, how the additional edible food that is recovered can be most effectively distributed to the County’s existing food insecurity need. Coordinating collection and distribution systems is of particular importance with respect to the collection of prepared foods from Tier 2 generators, which won’t begin until 2024. This is due to the daily variability of prepared food donations, and the limited time window that exists for safely and effectively collecting and distributing prepared foods.

Recommendations

In 2017, R3 conducted an organic waste processing capacity study for Zero Waste Marin and concluded that capacity would not be adequate to recover the expected generation of organic waste. That study can be expanded upon and built upon for solutions to developing needed new organic waste processing capacity.

CalRecycle has developed a calculator to estimate organic waste processing capacity and edible food recovery capacity that the County can use to estimate organic waste processing capacity and edible food capacity needed for each jurisdiction. This will help the county estimate the amount of organic waste that will need to be processed as well as the amount of edible food that is disposed by Tier 1 and 2 commercial edible food generators that are located within the County and estimate the amount of edible food projected to be recovered from Tier 1 and Tier 2 commercial edible food generators.

The County will need to work with the existing food recovery organizations and services to determine whether capacity exists to handle the expected edible food donations from the County and its jurisdictions. If capacity doesn’t exist, the County and its jurisdictions will need to work with these organizations to determine what resources and funding will be needed to expand that capacity.

3. ON-GOING SB 1383 COMPLIANCE

This section of the report documents many of the requirements that have already been resolved, have been assigned to Mill Valley Refuse Service or have clear ongoing direction moving forward. Mill Valley Refuse Services and the MVRS Agencies have implemented many of the requirements of SB 1383.

The following recaps the requirements of SB 1383 that have been met or assigned surrounding public outreach and education, development of new reporting and enforcement systems, and updates to the agencies' municipal codes and franchise agreements.

Public Outreach and Education

Background

Generator Education and Outreach

SB 1383 requires extensive outreach and educational activities, although it does allow for use of electronic outreach.

Beginning no later than February 1, 2022, the MVRS Agencies must annually distribute education and outreach to all organic waste generators that includes the following information:

1. Information on organic waste generator requirements to properly separate materials in appropriate containers, and provide labeling and education to employees and tenants on the requirements
2. Methods for prevention of organic waste and recycling organic waste on site
3. Community composting and any other local requirements
4. Information on methane reduction benefits
5. List of approved haulers and how to recycle
6. Public health and safety and environmental impacts
7. Information for edible food recovery programs
8. Details about the edible food recovery program
9. Any self-haul requirements

Edible Food Recovery Education and Outreach

Agencies are responsible for the following edible food recovery education and outreach:

- › Develop a list of food recovery organizations and services (food recovery agencies) operating in the agency and annually maintain the list on the agency website. The list must include name, address, contact information, collection area, and an indication of types of food the food recovery service or organization can accept for recovery.
- › Provide edible food generators with the following information.
 - Details of the Edible Food Recovery Program
 - Commercial Edible Food Generator Requirements
 - Available food recovery agencies and the location of the list on the agency's website
 - Actions to prevent the creation of food waste

MVRS and the Marin Agencies may also include the edible food recovery education and outreach in the outreach provided to all commercial organic waste generators.

Findings

Generator Education and Outreach

MVRS provides printed outreach and education to customers and is coordinating with the MVRS Agencies to distribute the required educational materials. MVRS will host information on their websites detailing the food recovery agencies available. This list is being shared with Zero Waste Marin to have as many online resources for this information as possible. The franchise agreements also state MVRS will provide staff resources to support the MVRS Agencies with outreach and support for commercial and multi-family customers.

MVRS uses the following outreach and education collateral and communication channels:

- › Website
- › Flyers
- › Bill Inserts
- › Commercial and Multi-family Services Brochure
- › Residential Services Brochures

The MVRS Agencies are in the process of posting information on their websites about proper waste sorting behaviors to residents and businesses.

Agencies' outreach collateral and communication channels may include the following:

- › Website
- › Social Media
- › Bill Inserts
- › Newsletters
- › How to Implement Commercial Organics Recycling Program Flyer
- › Indoor Bins Worksheet
- › Stickers for indoor containers
- › Posters

It should be noted that most of the requirements of SB 1383 (and all the outreach and education requirements) fall on the agencies and not the contracted haulers. Neither the franchise agreements, nor hauler permit terms and conditions, require all education and outreach necessary to comply with SB 1383.

Edible Food Recovery Education and Outreach

R3 worked with Mill Valley Refuse Service to develop the list of edible food recovery agencies in the service area. Marin would greatly benefit from regional coordination of these education outreach efforts, which would benefit not only the MVRS Agencies, but all other franchise areas in Marin.

Recommendations

Generator Education and Outreach

The MVRS Agencies and MVRS have been working to develop outreach for alignment with all SB 1383 requirements. Annual notices will cover education and outreach about the operational and collection service requirements of SB 1383.

The Agencies have designated the following outreach and education support to MVRS:

- › Mill Valley Refuse Service has added website information to ensure that SB 1383 requirements are provided to customers.
- › MVRS Agencies and MVRS have amended their franchise agreements to include specific language and education and outreach targets that MVRS should meet in relation to meeting SB 1383 requirements (see above) through utilizing current outlets such as mailers, bill inserts, and on-site visits.

The MVRS Agencies will use existing communication channels (listed above) to provide outreach information not included in MVRS outreach collateral. Education not covered by MVRS may include the following:

- › Methods for prevention of organic waste and recycling organic waste on site.
- › Community composting and any other local requirements.
- › Information on methane reduction benefits.
- › Public health and safety and environmental impacts.
- › Information for edible food recovery programs.
- › Details about the edible food recovery program.

- › Any self-haul requirements.

It is also recommended that information and links be provided to regional groups and governmental agencies to ensure dissemination of the information to the greatest extent possible.

Municipal Code Updates

Background

The MVRS Agencies must adopt a revised Municipal Code or other enforceable mechanism mandating organics collection services for all generators by January 1, 2022. The Municipal Code will need to establish enforcement for self-hauling, requirements for waivers, requirements for subscription to 3 container service, requirements for edible food generators and food recovery organizations and services. The MVRS Agencies of Tiburon, Belvedere, Mill Valley, Corte Madera and the County are also required to mandate and enforce compliance with California Green Building Standards Code (CALGreen) and a Model Water Efficient Landscape Ordinance compliant with California Code of Regulations (CCR) Title 23, Division 2, Chapter 2.7, Sections 492.6 (a)(3)(B), (C), (D) and (G).

Construction & Demolition Debris (C&D) Recycling Program

SB 1383 requires agencies to adopt an ordinance or enforceable mechanism that requires compliance with the CALGreen Sections 4.408.1, 4.410.2, 5.408.1 and 5.410.1, as amended July 1, 28 2019 and effective January 1, 2020. The key provisions of CALGreen include providing space for recycling and organics and diversion of 65% of materials generated from C&D activities and that there is some enforceable mechanism(s) for the agency to ensure that haulers are meeting the regulatory requirements and can take enforcement action if needed. The CALGreen Building Standards include requirements for the provision of space for recyclables and organic waste for occupants. Newly constructed non-residential buildings, certain non-residential additions, and multi-family housing with five or more dwelling units should provide readily accessible areas that serve the entire building and are identified for the depositing, storage, and collection of non-hazardous materials for recycling, including (at minimum) paper, corrugated cardboard, glass, plastics, metals, and organic waste. This should include requiring space to accommodate containers for a three-container collection system (i.e., garbage, recycling, and organics).

The CALGreen Building Standards include a requirement for construction and demolition projects to divert at least 65% of the C&D materials generated by the following activities:

- › All newly constructed buildings and demolition projects
- › All locally permitted additions and alterations to non-residential projects.
- › Additions and alterations to residential buildings that increase the structure's conditioned area, volume, or size.

CALGreen also requires owners or contractors to use a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies (Section 5.408.1.2).

Model Water Efficient Landscaping Ordinance (MWELO)

SB 1383 Regulations (14 CCR Section 18989.2) require that a Jurisdiction, which is a city, county, or a City and county, adopt an ordinance or other enforceable requirement that requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO as amended September 15, 2015 ("MWELO SB 1383 Baseline Requirements").

The purpose of water efficient landscape ordinances is to not only increase water efficiency but to improve environmental conditions in the built environment. Landscaping should be valued beyond the aesthetic because landscapes replace habitat lost to development and provide many other related benefits such as improvements to public health and quality of life, climate change mitigation, energy and materials conservation and increased property values.

The regulations require jurisdictions to have a mechanism by which to enforce MWELo requirements related to compost and mulch usage. These requirements apply to new construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review; and rehabilitated landscape projects with an aggregate landscape area equal to or greater than 2,500 square feet requiring a building or landscape permit, plan check, or design review; Such projects are required to incorporate soil amendments when planting including the use of compost for landscape installations with a minimum of four cubic yards per 1,000 square feet and a depth of six inches; and application of a minimum three-inch layer of mulch for planting areas. Projects applicable to MWELo requirements, with documented compost and mulch usage, can be counted toward an Agency's organic waste procurement target. Agencies should work to capture this information from their Planning and Building Permitting divisions.

Findings

The MVRS Agencies (not including Special Districts) required to meet CALGreen requirements, have previously updated their Construction and Demolition Ordinances to meet CALGreen requirements. Agencies should check their municipal code sections to ensure that the requirements are updated to include the 65% diversion requirement (in effect as of 2019 California Green Building code) as well as enclosure requirements for new construction to contain space for garbage, recycling, and organics receptacles. To the extent feasible, we recommend that new enclosure specifications be provided to MVRS to confirm that the amount of enclosure space is adequate and that the MVRS trucks can access the location. The individual agencies are currently completing the process of adopting municipal code changes that will address SB 1383 requirements that agencies are required to enforce on other entities.

Recommendations

Complete Updates of Municipal Code

The MVRS Agencies, in collaboration with R3, have finalized revisions to Municipal Code to comply with SB 1383 requirements. MVRS Agencies, required to comply with CALGreen, all have updated their Construction and Demolition Debris Recycling Programs and have ordinances that require compliance with current CALGreen provisions. No further recommendations are suggested for the Marin Agencies.

Organic Waste Collection Services and Regulation of Hauler Background and Findings

SB 1383 requires the provision of organic waste collection service to all commercial and residential organic waste generators in the City. SB 1383 allows agencies to provide compliant collection service through designated haulers and a self-hauling program, as described below:

1. **Designated haulers**, including franchise and permitted haulers, must seek written approval from the City for the organics processing facilities they intend to use.
2. **Self-haulers** must source separate organic waste for transport to a facility that recovers those materials. Commercial and multi-family self-haulers must keep records, including delivery receipts and weight tickets. Residential self-haulers are not required to keep records.

Three-Container Collection Service

Mill Valley Refuse Service currently provides a three-container collection system for residential generators and offers a three-container collection system for commercial and multi-family generators which is following the requirements of SB 1383. Color coding of containers and imprinted information or labeling will be phased in for new containers over time to meet the 2036 deadline. For Agencies that have customer-owned garbage containers, these containers will need to be replaced with MVRS containers prior to 2036. Agencies may consider, prior to 2036, rolling out new garbage containers to all of its customers at one time to avoid confusion and provide an opportunity for reeducation.

Residential Generator Requirements

Residential generators must comply with the requirements of Mill Valley Refuse Service's three-container collection system. SB 1383 requires residential generators to take the following actions:

1. Subscribe to and participate in the Mill Valley Refuse Service's three-container collection system; may self-haul source-separated waste in compliance with the agency's self-hauling requirements.
2. Place source separated organic waste, including food waste, in the designated organic waste container.
3. Place source separated recyclable materials in the designated recycling container.
4. Place garbage in the designated garbage container.
5. Residential generators must not place contaminants (i.e., garbage) into the organic waste container or recycling container, or recyclables, or organics in the garbage container.

Commercial and Multi-family Generator Requirements

Commercial and multi-family generators must comply with the requirements of Mill Valley Refuse Service's three-container collection system. SB 1383 requires commercial and multi-family generators to take the following actions:

1. Subscribe to and participate in Mill Valley Refuse Service's three-container collection system; or self-haul source separated waste in compliance with the City's self-hauling requirements.
2. Place source separated organic waste, including food waste, in the designated organic waste container.
3. Place source separated recyclable materials in the designated recycling container.
4. Place garbage in the designated garbage container.
5. Commercial and multi-family generators must not place contaminants (i.e., garbage) into the organic waste container or recycling container.
6. Supply and allow access to adequate number, size, and location of internal waste collection containers with compliant labels or colors, consistent with the agency's collection service, for employees, contractors, tenants, and customers.
7. Annually provide information to employees, contractors, tenants, and customers about organic materials recovery requirements, and about proper sorting of source separated organic materials and source separated recyclable materials.
8. Provide information to new tenants within 14 days of occupation of the premises.
9. Provide or arrange access for the agency or its representative to access their properties during all inspections to confirm compliance.
10. Accommodate and cooperate with the agency's and/ or hauler's contamination monitoring program.
11. Commercial generators, including Government facilities, must comply with the following requirements for organic waste generators:
 - a. Provide containers for the collection of source-separated organic waste and source separated recyclable materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms or other areas where a specific material type is not generated. The containers provided must meet the color or label requirements conforming with the Mill Valley Refuse Service's collection service program.
 - b. Prohibit employees from placing materials in a container not designated for those materials per the agency's collection service or self-haul program.
 - c. Periodically inspect organic materials, recycling, and garbage containers for contamination and inform employees if containers are contaminated and of the requirements to properly sort waste materials.

Exclusive Franchise and Permitted Haulers

MVRS Agencies and Mill Valley Refuse Service have already implemented a three-container collection service for garbage, recyclable, and organic waste, which is compliant with SB 1383 requirements. Businesses and multi-family buildings must supply, through MVRS, an adequate number of labeled, color coded containers for employees, contractors, tenants, and customers, consistent with the 3-bin program provided by Mill Valley Refuse Service, or self-haul, and educate employees and tenants about proper sorting. Businesses (excluding multi-family) must provide additional labeled or color-coded containers for

organic waste and recyclable materials generated by that business in all areas where the business provides disposal containers for employees, tenants, customers, and other users of the premises.

Although collection service for garbage, recyclables and organic waste is mandatory, SB 1383 provides limited conditions for waivers from some of these requirements. Most agencies in California, and all agencies in Marin County, are allowing waivers from the mandatory requirement to subscribe in alignment with the State's guidelines. Approval of waivers is subject to the agency's discretion, but SB 1383 provides minimum conditions for approval. The agency may waive a businesses' requirement to subscribed to organic material collection service in cases where de minimis amounts of organic material are generated by that business. MVRS has been designated by the MVRS Agencies to assess waiver applicability through site visits and provide supporting documentation. However, waivers must be issued by the agency.

Residential, Multi-Family, and Agency Exclusive Franchise Collection Service

Mill Valley Refuse Service provides bundled garbage, recycling, and organic waste collection service for the single-family sector. Single-family residents are encouraged to comingle green material and food waste in green organics carts. MVRS provides exclusive collection service for the multi-family sector and provides service to the agencies. The Mill Valley Refuse Service provides garbage, recycling, and composting service to residential and multi-family.

Commercial Exclusive Collection Service

Commercial customers are required to subscribe to recycling and organics collection service with Mill Valley Refuse Service. MVRS provides customers with recycling bins, garbage and organics bins. MVRS has the exclusive franchise for commercial waste collected the MVRS Agencies' areas.

MVRS has agreed to provide the three-container sort system as the base level of service to all the agencies it serves via the SB 1383 amendment. To facilitate an effective ramp-up educational period as described by the regulations, MVRS is contacting customers and conducting site visits to set up service now. CalRecycle may indicate to the Agencies that a faster timeframe is desired or necessary for compliance, and the Agencies should work with MVRS on steps to achieve a faster roll-out.

Self-Hauling Program

MVRS Agencies new Municipal Code updates allow and regulate self-hauling in compliance with SB 1383 requirements, which allow residents and businesses to haul their own organic materials, recyclables, and garbage, provided they source-separate, deliver the material to appropriate facilities for diversion or disposal, and maintain records (residential self-haulers are not required to maintain records).

Recommendation

Franchise Agreement Amendments and Municipal Code Updates

The agencies and R3 have collaboratively negotiated with MVRS to update franchise agreement language and municipal codes to comply with SB 1383. These points included enhancements to outreach and education activities, contamination monitoring, assistance with enforcement, procurement, and reporting.

The franchise agreement amendments and municipal code changes are similar for each of the MSS Franchisor's agencies to ensure equal compliance with SB 1383. MVRS Agencies are in the process of adopting the Franchise Agreement language and have all adopted their municipal codes updates.

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APPENDIX

Appendix A: Procurement Targets – Organic Waste Procurement Conversion

City of Belvedere

Population*			2,066
Target (tons of organic waste per California resident per year)			0.08
Annual Recovered Organic Waste Product Procurement Target (tons)			165
Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable Gas In The Form Of Transportation Fuel	21	3,471	DGE
Electricity Derived From Renewable Gas	242	39,998	kWh
Heating Derived From Renewable Gas	22	3,636	Btu
Electricity Derived From Biomass Conversion	650	107,432	kWh
Compost	0.58	96	Tons
Compost	1.45	240	CY
Mulch	1	165	Tons

Town of Corte Madera

Population*			10,029
Target (tons of organic waste per California resident per year)			0.08
Annual Recovered Organic Waste Product Procurement Target (tons)			802
Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable Gas In The Form Of Transportation Fuel	21	16,849	DGE
Electricity Derived From Renewable Gas	242	194,161	kWh
Heating Derived From Renewable Gas	22	17,651	Btu
Electricity Derived From Biomass Conversion	650	521,508	kWh
Compost	0.58	465	Tons
Compost	1.45	1,163	CY
Mulch	1	802	Tons

City of Mill Valley

Population*			14,550
Target (tons of organic waste per California resident per year)			0.08
Annual Recovered Organic Waste Product Procurement Target (tons)			1,164
Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable Gas In The Form Of Transportation Fuel	21	24,444	DGE
Electricity Derived From Renewable Gas	242	281,688	kWh
Heating Derived From Renewable Gas	22	25,608	Btu
Electricity Derived From Biomass Conversion	650	756,600	kWh
Compost	0.58	675	Tons
Compost	1.45	1,688	CY
Mulch	1	1,164	Tons

Town of Tiburon

Population*			9,456
Target (tons of organic waste per California resident per year)			0.08
Annual Recovered Organic Waste Product Procurement Target (tons)			756
Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable Gas In The Form Of Transportation Fuel	21	15,886	DGE
Electricity Derived From Renewable Gas	242	183,068	kWh
Heating Derived From Renewable Gas	22	16,643	Btu
Electricity Derived From Biomass Conversion	650	491,712	kWh
Compost	0.58	439	Tons
Compost	1.45	1,097	CY
Mulch	1	756	Tons

Unincorporated County

Population*			66,888
Target <i>(tons of organic waste per California resident per year)</i>			0.08
Annual Recovered Organic Waste Product Procurement Target <i>(tons)</i>			5,351
Recovered Organic Waste Product	One Ton Equivalent	Annual Recovered Organic Waste Product Procurement Target	
Renewable Gas In The Form Of Transportation Fuel	21	112,372	DGE
Electricity Derived From Renewable Gas	242	1,294,952	kWh
Heating Derived From Renewable Gas	22	117,723	Btu
Electricity Derived From Biomass Conversion	650	3,478,176	kWh
Compost	0.58	3,104	Tons
Compost	1.45	7,759	CY
Mulch	1	5,351	Tons

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Novato Sanitary District -
2. Reimbursement request amount: \$14,166.54
3. Description of activities: _____

1. **Meyers-Nave; \$8,046.54** – (Invoice Items 67400) Counsel work on 1383 Solid Waste Ordinance and 1383 Franchise Amendment, including emails, phone calls, drafting SB1383SW ordinance & franchise amendment, attendance at District Board meetings

2. **Dee Johnson - \$6,120.00** (Invoice items marked with SB1383)

Discussions with Counsel, Recology staff, District GM re: SB1383 SW

Ordinance and Franchise Amendment; work with Recology to draft Amendment Attend District Board meetings; draft and submit SB1383 Initial Jurisdiction Report to CalRecycle; Zoom meetings with Recology re: SB1383; review organic waste compliance numbers with Recology and CalRecycle

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

AGREEMENT FOR PROFESSIONAL SERVICES

FOR SB 1383 PLANNING AND IMPLEMENTATION ASSISTANCE

This Agreement is made and entered into this 7th day of June, 2021, by and between the CITY OF SAN RAFAEL (hereinafter "CITY"), and R3 CONSULTING GROUP, INC. (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the City of Larkspur, the City of San Rafael, the Town of Ross, Ross Valley-South (County of Marin), the Las Gallinas Valley Sanitary District, the Town of San Anselmo, and the Town of Fairfax (hereinafter "FRANCHISORS") have similar franchise agreements with Marin Sanitary Services; and

WHEREAS, the FRANCHISORS utilize jointly sponsored programs to achieve financial and staff time savings through collaborative analyses such as the annual reviews of Marin Sanitary Services operations and expenses pursuant to the franchise agreements; and

WHEREAS, the FRANCHISORS desire to utilize the services of the CONTRACTOR to conduct SB 1383 planning work; and

WHEREAS, the CITY has in the past acted as the contracting agency on behalf of the FRANCHISORS, and has agreed to do so in this instance as well; and

WHEREAS, the FRANCHISORS entities (each a "Participating Entity" and collectively, "the Participating Entities") have agreed to share equally in the cost of the analysis, to be paid for by Marin Sanitary Service and allocated through each city/town's annual rate setting review as set forth below;

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. PROJECT COORDINATION

A. **CITY**. The City Manager shall be the representative of the CITY for all purposes under this Agreement. Sustainability Program Manager Cory Bytof is hereby designated the PROJECT MANAGER for the CITY, and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. **CONTRACTOR**. CONTRACTOR shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONTRACTOR. Garth Schultz is hereby designated as the PROJECT DIRECTOR for CONTRACTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute

PROJECT DIRECTOR for any reason; the **CONTRACTOR** shall notify the **CITY** within ten (10) business days of the substitution.

2. DUTIES OF CONTRACTOR

CONTRACTOR shall perform the duties and/or provide services as described in **CONTRACTOR's** Proposal for SB 1383 Planning and Implementation Assistance, dated April 21, 2021, attached hereto as Exhibit "A" and incorporated herein.

3. DUTIES OF CITY

CITY shall cooperate with **CONTRACTOR** in its performance under this agreement and shall compensate **CONTRACTOR** as provided herein.

4. COMPENSATION.

For the full performance of the services described herein by **CONTRACTOR**, **CONTRACTOR** shall be compensated on a time and materials basis as described in Exhibit "A" in a total contract amount not to exceed \$155,096.00. It is understood and agreed by the parties that payment of compensation hereunder for the SB 1383 Planning and Implementation Assistance project shall be made as follows: **CONTRACTOR** shall submit monthly invoices to **CITY** for review and approval, then **CITY** shall forward **CONTRACTOR's** approved invoices to Marin Sanitary Services, which shall remit payment on each invoice directly to **CONTRACTOR** within thirty (30) of receipt thereof.

5. TERM OF AGREEMENT.

The term of this Agreement shall commence upon the date of execution of this Agreement and shall end on March 31, 2022.

6. TERMINATION.

A. **Discretionary.** Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. **Cause.** Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. **Effect of Termination.** Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. **Return of Documents.** Upon termination, any and all **CITY** documents or materials provided to **CONTRACTOR** and any and all of **CONTRACTOR's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to

CITY as soon as possible, but not later than thirty (30) days after termination.

7. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONTRACTOR** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

8. INSPECTION AND AUDIT.

Upon reasonable notice, **CONTRACTOR** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONTRACTOR** in connection with its performance of its duties under this Agreement. **CONTRACTOR** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

9. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

10. INSURANCE.

A. **Scope of Coverage.** During the term of this Agreement, **CONTRACTOR** shall maintain, at no expense to **CITY**, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) dollars per occurrence.

3. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONTRACTOR's** performance of services under this Agreement. Where **CONTRACTOR** is a professional not required to have a professional license, **CITY** reserves the right to require **CONTRACTOR** to provide professional liability insurance pursuant to this section.

4. If it employs any person, **CONTRACTOR** shall maintain worker's compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONTRACTOR's** worker's compensation insurance shall

be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONTRACTOR** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONTRACTOR'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONTRACTOR'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or worker's compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONTRACTOR** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONTRACTOR** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONTRACTOR** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6. The insurance policies shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the

CONTRACTOR under this agreement.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONTRACTOR's** insurance policies must be declared to and approved by the **PROJECT MANAGER** and City Attorney, and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONTRACTOR** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONTRACTOR** shall provide to the **PROJECT MANAGER** or **CITY'S** City Attorney all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONTRACTOR**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by **PROJECT MANAGER** and the City Attorney.

11. INDEMNIFICATION.

A. Except as otherwise provided in Paragraph B., **CONTRACTOR** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "**CLAIMS**"), arising out of **CONTRACTOR'S** performance of its obligations or conduct of its operations under this Agreement. The **CONTRACTOR's** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONTRACTOR's** indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONTRACTOR's** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONTRACTOR's** indemnification obligations. In the event the **City Indemnitees** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONTRACTOR'S** performance of or operations under this Agreement, **CONTRACTOR** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B. Where the services to be provided by **CONTRACTOR** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil

Code sections 2782, 2782.6 and 2782.8, **CONTRACTOR** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONTRACTOR**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively **Liabilities**). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such **Liabilities** are caused in part by the negligence or willful misconduct of such **City Indemnitee**.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

12. NONDISCRIMINATION.

CONTRACTOR shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

13. COMPLIANCE WITH ALL LAWS.

CONTRACTOR shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONTRACTOR** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONTRACTOR** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

14. NO THIRD PARTY BENEFICIARIES.

CITY and **CONTRACTOR** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

15. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO CITY:

Cory Bytof
Sustainability Program Manager
City of San Rafael
1400 Fifth Avenue
P.O. Box 151560
San Rafael, CA 94915-1560

TO CONTRACTOR:

Garth Schultz
Principal
R3 Consulting Group, Inc.
1512 Eureka Rd., Ste. 220
Roseville, CA 94661

16. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONTRACTOR**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONTRACTOR** and **CITY** expressly intend and agree that the status of **CONTRACTOR**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

17. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONTRACTOR** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONTRACTOR** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

18. SET-OFF AGAINST DEBTS.

CONTRACTOR agrees that **CITY** may deduct from any payment due to **CONTRACTOR**

under this Agreement, any monies which **CONTRACTOR** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

19. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

20. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

21. CITY BUSINESS LICENSE / OTHER TAXES.

CONTRACTOR shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code **CONTRACTOR** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONTRACTOR** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

22. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns.

23. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

24. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL



JIM SCHUTZ, City Manager

CONTRACTOR

By: 

Name: Garth Schultz

Title: Principal and Secretary

ATTEST:

for 

LINDSAY LARA, City Clerk

[If Contractor is a corporation, add signature of second corporate officer]

By: 

Name: Richard Tagore-Erwin

Title: Principal and President

APPROVED AS TO FORM:

for 

ROBERT F. EPSTEIN, City Attorney

April 21, 2021

Cory Bytof
Sustainability Program Manager, City of San Rafael
1400 Fifth Avenue, San Rafael, CA 94901
submitted via email: Cory.Bytof@cityofsanrafael.org

SUBJECT: Proposal for SB 1383 Planning and Implementation Assistance

Dear Mr. Bytof (on behalf of the MSS Franchisors),

R3 Consulting Group, Inc. (R3) is pleased to submit this proposal to provide the City of San Rafael (City) – serving as the lead agency on behalf of the Franchisors of Marin Sanitary Service (MSS), comprised of the City, the Towns of Ross, Fairfax and San Anselmo, the City of Larkspur, County of Marin, and Las Gallinas Valley Sanitary District (collectively "MSS Franchisors") – in Senate Bill (SB) 1383 planning assistance and initial implementation. We are well positioned to provide the requested services to the Franchisors, having worked with you and MSS since 2017 while also simultaneously gaining experience assisting other clients throughout California in planning for SB 1383 compliance.

R3 has been actively tracking the development of SB 1383 regulations and has participated in the associated rule-making process up through the law's finalization as of November 3, 2020. We have gained a thorough understanding of the regulations and are helping clients prepare for implementation. SB 1383 has complex requirements which affect many aspects of solid waste collection and post-collection systems. While haulers can assist in implementation of many aspects of the law, agencies ultimately bear responsibility for its implementation. Via this project, we will work with you to establish a coordinated approach for all MSS Franchisors, thus facilitating a cost-effective and smooth transition into implementation for the MSS, each of your agencies, and, of course, for your solid waste customers.

While a coordinated MSS-area-wide approach will result in greater economies of scale for the City and the other MSS Franchisors, certain tasks (in particular ordinance revision and procurement policy development) will require agency-specific efforts. As such, this proposal includes tasks that will be completed for all MSS Franchisors as well as specific tasks that will be customized for each agency as appropriate. Please note that this proposal, and its costs, assume that all MSS Franchisors will elect to participate in the project.

Rose Radford will serve as Project Manager and primary point of contact for this engagement. **Garth Schultz** will serve as Principal-in-Charge and will work with Rose throughout the project. We appreciate the opportunity to submit our proposal to the City. Should you have questions regarding our proposal or need additional information, please do not hesitate to reach out directly.

Sincerely,



Rose Radford | Project Manager
R3 Consulting Group, Inc.
415.347.9536 | rradford@r3cgi.com



Garth Schultz | Principal-in-Charge
R3 Consulting Group, Inc.
510.292.0853 | gschultz@r3cgi.com

1. SCOPE OF WORK

Task 1 – Project Kick-off and Coordination

Task 1.1 Kick-off Meeting

Upon City authorization to proceed, R3 will facilitate a project kick-off meeting with designated representatives of the MSS Franchisors. The meeting will provide an opportunity to review the project objectives, R3's project approach, schedule, and data availability. The kick-off meeting will serve to set the expectations and timeline for the Scope of Work and establish the best means for ongoing communication and collaboration between R3 and the MSS Franchisors for the duration of this engagement.

One item of importance for discussion during the kick-off meeting will be how R3, the City, the Franchisors and MSS will work collaboratively to ensure that this project provides the best possible outcomes for customers and ratepayers, while still achieving meaningful compliance with the law. R3 understands that the City and the Franchisors do not intend for this SB 1383 planning and implementation exercise to be a "check-the-box" exercise that results in compliance without due consideration of how to ensure the resultant outcomes are good for customers, good for the environment, and good for the economy. R3 whole-heartedly embraces this intention and has the on-the-ground experience working with commercial business and other parties in Marin County on organics collection programs and other similar policies. We will bring best practices gleaned from these experiences to bear in working with the Franchisors throughout the course of the project.

Please note that we have budgeted for all meetings to be virtual, including check-in meetings with agency staff, MSS, as well as presentations to Councils/Boards, and other bodies. Additional costs will be incurred for required attendance at in-person meetings; R3 will seek City approval of additional costs before they are incurred.

Task 1.2 Information Request

Upon authorization to proceed, R3 will provide the MSS Franchisors and MSS with a preliminary list of documents in support of this Scope of Work.

Requested documents may include, but will not necessarily be limited to, the following:

- › Customer rate sheets;
- › Education and outreach information provided by MSS to customers;
- › Copies of most recent monthly and annual reports, including tonnage reporting; and
- › Other relevant data.

The provided information and materials, along with the documents already in R3's files, will assist with our analysis and ultimate drafting of our Final Analysis Report and Findings.

Task 2 – Analysis of Current Programs and Implementation Pathways

There are aspects of the law, such as procurement policy, that would benefit from in-depth research, engagement with industry and public-sector partners, and a detailed cost/benefit analysis. Planning for requirements such as edible food recovery and reporting necessitates engagement with other agencies in Marin County. Options for enforcement, which is required to begin in 2024, should be explored in concert with interagency departments and other agencies in the County. Other aspects of the law, such as municipal code updates, are self-contained and could be easily accomplished by each agency without coordination with other agencies, though there are benefits to regional coordination.

R3 has been following SB 1383 regulations closely on behalf of many clients and has developed a user-friendly SB 1383 action plan that we will customize according to the MSS Franchisors' needs. SB 1383 touches upon many aspects of solid waste management, many of which are currently the responsibility of

the franchised haulers via agreements, while others are jurisdictional responsibilities, and some may already be the responsibility of either the County or Zero Waste Marin.

R3 will assess SB 1383 preparedness by beginning with our action plan template, and for each requirement:

1. Determining if there is a similar existing requirement via another legislation such as Assembly Bill (AB) 1826, and indicating which party(ies) are responsible for the similar requirement;
2. If there is a similar existing requirement, assessing current compliance activities conducted by the party responsible against the upcoming requirements of the law and identifying changes that need to be made, assuming no changes in responsible party; and
3. If there is no similar requirement (such as for edible food recovery), R3 will assess current conditions and make recommendations that provide a pathway to compliance.

Gaps in compliance will be identified through this process, along with opportunities for program improvements.

SB 1383 jurisdiction responsibilities can be broken up into five major compliance areas, described in more detail in sub-tasks 2.1 - 2.5:

- › Education and Outreach;
- › Inspection and Enforcement, including the assessment of penalties and contamination monitoring;
- › Edible Food Recovery Programs;
- › Purchasing Policy Changes; and
- › Collection Service Adjustments.

Based on similar reviews for other jurisdictions, pathways are likely to include the following:

- › Implementing universal roll-out by providing organic waste collection services (including food waste) to all residents and businesses;
- › Establishing a food recovery program in coordination with Marin County and/or other agencies as appropriate;
- › Providing enhanced education and outreach to the community, which involves potential changes to content and frequency of mailers and on-site outreach as appropriate;
- › Hiring a dedicated officer for enforcement of the law's requirements;
- › Procuring more recyclable and recovered organic products;
- › Gathering a significant amount of information for reporting to CalRecycle, both during the initial planning and reporting process, and on an ongoing basis as a part of Electronic Annual Reports to CalRecycle (reporting is currently completed by Zero Waste Marin); and
- › Monitoring and enforcing compliance through the agencies' municipal codes.

It should be noted that the tracking and reporting requirements of SB 1383 are substantial. We are aware that MSS has already engaged Recyclist, which is a data management system designed to facilitate tracking of outreach and education efforts and associated collateral such as photos and exemption forms. While Recyclist may be effective for ongoing reporting for SB 1383, the agencies may need to coordinate reporting activities with Zero Waste Marin (currently the designated AB 939 reporting entity for jurisdictions in Marin County). Reporting is built in to all the programmatic implementation steps outlined in this task, and recommendations on reporting will be included as a part of all sub-tasks listed below.

It should also be noted that many of these tasks would benefit from a coordinated regional approach. As a part of some of these tasks, R3 proposes to engage various agencies active in Marin County in order to facilitate collaboration. However, this scope of work is specifically designed to facilitate the MSS

Franchisors' implementation of SB 1383, and as such, engagement with regional actors and the County is focused on specific topic areas.

Task 2.1 Education and Outreach

Data shows that on-the-ground technical assistance is key to effective program implementation, from signing businesses up for organics service to reduce contamination by more effective sorting. We are aware that low contamination is a key requirement of the MSS Food to Energy program and that contamination monitoring via route audits is also a requirement of SB 1383 (see Task 2.5, Collection Service Adjustments).

SB 1383 requires education and outreach activities – generally in alignment with AB 1826 education and outreach – including the following:

- ⌋ Monitoring of businesses that generate 2 or more cubic yards of solid waste per week;
- ⌋ Conducting site visits to encourage correct participation and sign-up for non-compliant accounts;
- ⌋ Waste assessments, especially in the case of exemption requests or reported self-haul or back-haul activities;
- ⌋ Annual mailers, which will need to include the new requirements of SB 1383 such as multi-family recycling instructional materials provided to new tenants on move-in, front-of-house sorting containers including recycling and organics containers with labels and correct color coding; and
- ⌋ Education and outreach targeted at Tier I and Tier II covered generators under the edible food recovery requirements, which differ from the organics recycling requirements of AB 1826 and will likely require staff to facilitate relationship-building between covered generators and recovery organizations.

While these activities are familiar to MSS and MSS Franchisors and ramping up to AB 1826 covered generator thresholds will likely facilitate most education and outreach activities required under the new regulations, R3 anticipates additional staff effort related to education and outreach. This will likely require increased staffing for the party(ies) identified as responsible for these requirements, including MSS and the Franchisors' staff.

This Education and Outreach task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.2 Inspection and Enforcement

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements, including: signing up, participating, placing containers for recycling and organics in the front- and back-of-house, and self/back-hauling in compliance with the state's requirements.

In summary, SB 1383 introduces:

- ⌋ Penalties for non-compliant businesses (under the organics recycling requirements, the requirement to right-size containers, and the requirements to provide educational material as well as the edible food recovery requirements described in Task 2.3) in alignment with the SB 1383 penalty structure introduced in the regulations;
- ⌋ Penalties for haulers, including franchised haulers and the self-haul sector for not diverting organic material according to the requirements;
- ⌋ Penalties for regulated entities for not providing adequate reporting (this includes edible food recovery organizations);
- ⌋ Investigation of complaints of non-compliance by members of the public or other entities;

- › Contamination monitoring via periodic (current regulations require annual) route audits for every route and a representative portion of customers; or via monitoring at post-collection facilities;
- › A defined “waiver” system similar to the exemption system for AB 1826, except that organics generation thresholds are lower (10 gallons or less for customers below 2 cubic yards of solid waste service, and 20 gallons or less for customers at or above 2 cubic yards), inspection of businesses subject to waiver and adequate documentation is required, and re-inspection on a prescribed basis (now every 5 years). Note that physical space limitations are included as a possible waiver rationale. R3 generally recommends that exemption/waiver authority resides in jurisdiction or authority staff and not the hauler; and
- › Required reporting to CalRecycle on all site visits, penalties, waivers.

Via this task, R3 will further refine our staffing impact analysis, and research compliance fee mechanisms and alternative options for enforcement.

While the inspections required by the regulations can reasonably be performed by the hauler, others (such as the edible food recovery enforcement and the front-of-house container placement) are not appropriate to include in hauler responsibilities. Moreover, the regulations clearly state that authority for enforcement cannot be delegated to a private entity. Based upon the SB 1383 planning assistance R3 has conducted for other agencies, R3 anticipates at this time that at least one part-time enforcement staff with the ability to issue citations will be needed for the City of San Rafael; and some level of additional enforcement staff will be needed for the other agencies.

This Inspection and Enforcement task will be completed separately for each MSS Franchisor.

Task 2.3 Edible Food Recovery Programs

Establishing and implementing food recovery programs can be challenging, but R3 is aware of a number of edible food recovery organizations that are already operating in Marin County.

The County is responsible for a number of the key aspects of planning for SB 1383, including:

- › Inspection of all food-serving businesses via Environmental Health for enforcement of state minimum standards; and
- › Planning for edible food capacity in the County, including identification of edible food recovery organizations and assessment of those organizations’ capacity, as well as any need for additional capacity in the County.

As such, R3 proposes to initially engage the County and request available information about the County’s current edible food recovery planning efforts, as well as current activities conducted by County Environmental Health inspectors and collateral already developed by the County. We will assist the agencies in exploring opportunities for regional coordination and interagency collaboration related to edible food recovery, with an eye toward going “above and beyond” basic requirements to design a program that effectively captures edible food that was previously disposed, and provides it to people in need.

After engaging with the County, R3 will then prepare a list of strategies appropriate for the agencies to implement or support. These could include:

- › Connecting potential donors to potential recipients;
- › Providing small grants to food recovery organizations for refrigerators or vehicles;

- › Distributing model food recovery agreements to surplus food generators, based upon CalRecycle's model agreement;
- › Coordinating efforts with County Environmental Health for distribution of food recovery information to commercial food generators or training of food recovery organizations in safe food handling procedures; and
- › Coordinating efforts with the County to ensure that food-insecure recipients are matched with food distribution organizations.

The Edible Food Recovery Programs task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor.

Task 2.4 Purchasing Policy Changes

SB 1383 requires changes to each agency's purchasing policies, including procurement of recycled-content paper, compost and/or mulch product from post-collection facilities, use of natural gas from post-collection facilities, and use of electricity from qualifying post-collection sources.

Via this task, R3 will calculate the required amounts of product for each agency and will assist the agencies as necessary in gathering information about current purchasing quantities of qualifying materials from the various agency departments involved. Informational interviews with up to four related industry and public sector partners will be arranged, including:

- › Central Marin Sanitation Agency, the agency that receives processed food scraps from MSS and introduces those food scraps into its digesters for conversion into natural gas;
- › Marin Community Choice Energy, a non-profit renewable electricity provider that the agencies partner with, and which has already obtained energy from some qualifying sources;
- › Marin Carbon Project or other solutions-based collaboratives that focus on the use of compost, mulch, and biosolids, including strategic spreading of recovered organic content in open space; and
- › The Wildfire Prevention Authority or another public agency partner to explore the existing generation of woody matter and the highest and best use of that matter for environmental purposes.

R3 will also conduct limited research to gather information on the use of the products required for procurement to assist the MSS Franchisors in determining the most beneficial procurement strategy that will align with the requirements of SB 1383.

This Purchasing Policy Changes task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor; although R3 will calculate recovered organics procurement targets separately for each agency.

Task 2.5 Collection Service Adjustments

Although MSS is currently conducting a range of activities for AB 1826 compliance, R3 initially expects that these activities will need to be expanded and adjusted to facilitate compliance with SB 1383.

Specifically, the Franchisors and MSS will need to explore the following types of adjustments in collection programs:

- › Establishment or expansion of recycling and composting collection services to all customers to address SB 1383 requirements;
- › Route audits for contamination monitoring;
- › Edible food recovery outreach and education and designation of responsibilities between hauler, agencies, and County staff;

- › Diversion and program monitoring and reporting;
- › Coordination and task designation between the agencies and the hauler; and
- › Collection container labeling adjustment to align with SB 1383 requirements for all new carts and bins placed into service. These labels may be printed and not include graphics, but they must include a list of allowed and dis-allowed materials. While commercial bin labels may be compliant, it is possible that CalRecycle will require labels to be placed on all residential carts as well. Moreover, if MSS is currently using black containers for the Food to Energy program, those carts will need to have their lids changed to the yellow color to be compliant.

R3 will prepare a list of the adjustments that the MSS Franchisors may consider requesting MSS to make, and present that list to MSS during one virtual meeting to discuss operational feasibility, benchmarking, and costs, with universal service for all businesses as a significant point of discussion.

The information gathered during that meeting will be synthesized, analyzed, and provided as guidance to the MSS Franchisors. This will identify which activities are best suited for MSS to perform, as well as determining marginal activities that may benefit from MSS's assistance or involvement. We will provide the analysis and recommendations in our final report to the MSS Franchisors, as a part of Task 4, and will be available to assist the MSS Franchisors in negotiations for an amendment to the MSS agreement, or a mutually agreed-upon letter of understanding (see optional Task 5).

This Collection Service Adjustments task will be completed for MSS Franchisors as a whole, and not substantially customized for each MSS Franchisor. With this task, R3 will also provide an estimate of initial costs of implementation for implementation of the SB 1383 requirements by the MSS Franchisors based upon our recommended implementation approach. This cost estimate may be further adjusted depending upon agency interests and the final implementation strategy during rate-setting in late 2021.

Task 2.6 Ongoing Coordination

R3 will arrange regular check-ins (approximately five meetings) by conference call with agency staff throughout the duration of the project. R3 will advise agency staff of upcoming interviews and coordinate agency staff availability to join in these meetings, with the ultimate goal of positioning staff to proceed with implementation of the programmatic requirements after the planning process is complete. This task includes regular check-ins with the MSS Franchisor staff as a whole, as well as individual meetings with each agency (up to two per agency, in addition to the combined meetings with all Franchisors).

Task 3 – Municipal Code Update

R3 proposes to provide limited implementation assistance to the MSS Franchisors in preparing a municipal or district code update in alignment with SB 1383 requirements.

SB 1383 requires updates to the municipal or district codes of every jurisdiction in California, aligning with the following requirements in the regulations:

- › Universal service for organic waste diversion;
- › Other business and hauler requirements under the regulations, described more fully in Task 2, above;
- › Penalties for non-compliance and the mechanism for assessing such penalties;
- › Enforcement of CALGreen construction and demolition debris recycling requirements and container design requirements; and the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

This task is limited to updates on municipal code language to align with SB 1383 and does not include other revisions such as modernizing code language or alignment with franchise agreement language.

We are aware that the self-haul requirements of SB 1383 are of particular interest to the City of San Rafael. Via this task, we will also prepare one short memorandum that describes the requirements of SB 1383 and how they are enacted in the model municipal code as well as the proposed municipal code. We will provide an explanation on how self-haul regulation is envisioned in SB 1383, how it might be implemented, and benefits/drawbacks to the proposed approach.

We recommend that the MSS Franchisors develop municipal/district code updates using the model municipal code provided by CalRecycle as a basis and adapt that municipal code in accordance with legal counsel's preference and R3's professional judgement. Via this task, R3 will work directly with legal counsel and City staff to prepare an ordinance for adoption by each agency, will be available to present and introduce the proposed ordinances at one virtual Council/Board meeting, and will attend one additional virtual Council/Board meeting to answer questions for final adoption, per agency.

Please note that ordinance revisions outside of SB 1383 requirements may require additional effort than is anticipated herein. Should the City or the agencies wish to explore other solid waste-related municipal code changes, R3 would be happy to assist pending approval of additional contract expenses for work outside of SB 1383.

Task 4 – Training, Reporting, and Presentations

R3 will arrange a combined SB 1383 training meeting to provide MSS Franchisor staff with additional information about the law and suggests that agency management be engaged if not already for that meeting. This training will be conducted virtually, and a copy of the presentation and an associated handout will be provided beforehand to participants. We will present our findings to date and our recommendations for next steps during that meeting and gather information from agency staff on feasibility and preferences.

R3 will prepare a draft analysis report for City of San Rafael review which includes the following key elements:

- A summary update of recent legislation, including AB 341, AB 1826, AB 901, AB 1594 and SB 1383, all of which should be addressed in the City's new Agreement(s);
- A summary of the research, interviews, recommendations and outcomes from Tasks 2 and 3;
- Suggested best practices to include as part of the Agreement(s) updates and/or letters of understanding with the hauler.

As part of this task, we will provide an electronic version of the draft analysis report to the City of San Rafael for comments. At the City staff's preference, we will be available for one additional meeting to review findings and address the City's comments on the draft report.

Following discussion with the City, R3 will revise our draft report and provide the MSS Franchisors with a second interim draft analysis report. We will be available to meet with each MSS Franchisor staff one additional time to provide revisions and address comments, and thereafter will compile our final draft report.

R3 will also be available to provide one virtual presentation to each Council/Board with findings and recommendations resulting from the tasks above.

Optional Task 5 – Negotiations with MSS

The role of the hauler is key in designing an effective SB 1383 implementation plan. We will already have identified roles for the hauler to fill and met with MSS to explore options on those roles as a part of Task 2.5. After resolution of those conversations, R3 expects that MSS will either propose an amendment to their Agreement with the MSS Franchisors, or request that a letter of understanding or other less formal agreement be agreed upon and signed.

Regardless of the mechanism, we expect that implementation of the SB 1383 requirements will involve changes to the MSS costs of operation likely to impact rates. If the MSS Franchisors so desire, R3 can assist the Franchisors in negotiating the rate impacts and finalize the language on program requirements and design for those elements of implementation for which each chooses to engage MSS. In this proposal, we have provided for up to five additional meetings with MSS, and the drafting of an amendment or letter of understanding as an optional task.

Deliverables

- › Two (2) Draft Analysis and Findings Reports, including an SB 1383 preparedness matrix;
- › One (1) municipal code update for each agency;
- › Two (2) virtual Council/Board meetings [one (1) presentation and one (1) to answer questions] prior to adoption of each municipal code update;
- › One (1) Final Analysis Report and Findings in electronic format;
- › One (1) virtual presentation, per agency, to Council or Board on findings and recommendations;
- › *(Optional)* Amendment or letter of understanding with MSS.

2. PROJECT SCHEDULE

R3 is available to begin work on this project as soon as indicated by the City. R3 proposes the following schedule for work completion, with the project beginning in May 2021 and completing by the end of December 2021.

This schedule provides ample time to complete the required project effort, achieve compliance with SB 1383 starting May 2021 (pending appropriate agency action), and incorporate project results into the regularly scheduled MSS 2022 rate adjustment and setting process.

TASK	START DATE	COMPLETION DATE
1. Project Kick-Off and Coordination	May 2021	May 2021
2. Analysis of Current Programs and Pathways	June 2021	July 2021
3. Municipal Code Update	July 2021	September 2021
4. Final Analysis, Reporting, and Presentations	September 2021	December 2021
5. <i>(Optional)</i> Negotiations with MSS	July 2021	October 2021

3. PROJECT BUDGET

R3 proposes a contract with the City of San Rafael as the lead agency, providing for the scope of services for all MSS Franchisors. Payment for work performed under this scope of services is rate-recoverable MSS as a pass-through-cost. The proposed contract amount of **\$155,096** is a not-to-exceed amount based on time and materials for all Franchisors.

TASK		7-Agency Total
1	Project Kick-off and Coordination	\$2,674
	Education and Outreach	\$5,462
	Inspection and Enforcement	\$16,819
2	Edible Food Recovery Programs	\$7,762
	Purchasing Policy Changes	\$9,056
	Collection Service Adjustments	\$7,906
	Ongoing Coordination and Cost Estimates	\$8,481
3	Municipal Code Update	\$38,467
4	Training, Reporting, and Presentations	\$14,087
	Subtotal Tasks 1-4	\$110,716
5	(Optional) Negotiations with MSS	\$24,150
	Total Tasks 1-5	\$134,866
	<i>15% Contingency</i>	\$20,230
	<i>Not-to-Exceed Grand Total</i>	\$155,096

Billing Rates

In the table below, we have provided our hourly billing rates for R3 that may be involved in providing the City solid waste consultant services.



CLASSIFICATION	HOURLY RATE
Principal	\$225 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$185 per hour
Senior Project Analyst	\$165 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$155 per hour
Associate Analyst	\$145 per hour
Administrative Support	\$125 per hour
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At Current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost

Payments

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.

4. FIRM QUALIFICATIONS

About R3

Incorporated in California in 2002, R3 is a California Certified Small Business with offices in Roseville and Davis, California. Our firm is led by two principals, Richard Tagore-Erwin and Garth Schultz, who have 40+ years of combined solid waste expertise.

We specialize in providing a diverse range of solid waste management consulting services exclusively to public agencies, including rate and financial reviews, competitive procurement and/or extension negotiations of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; and legislative compliance.

R3 works exclusively for public agencies and does not work for any private solid waste management companies. We do, however, have very good professional working relationships with private sector service providers - which is valuable in negotiations.

Food Waste Reduction Planning / Food Recovery

R3 assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Our organics-related services include the following:

- ♪ Developing and evaluating existing organics programs;
- ♪ Analyzing options for program improvement and potential new programs to implement;
- ♪ Identifying businesses subject to compliance with SB 1383;
- ♪ Monitoring and tracking covered generator compliance;
- ♪ Designing and assessing public education and outreach materials and methods for notifying businesses of their requirements and compliance options;
- ♪ Developing franchised hauler tracking methods for necessary reporting, public education and outreach, and compliance monitoring requirements;
- ♪ Performing on-site waste assessments and material characterizations and providing hands-on technical assistance to regulated businesses to support their compliance;
- ♪ Facilitating private sector diversion opportunities, including food donations and recycle/reuse vendors; and
- ♪ Planning for end-use markets for compost product and SB 1383 implementation.

Legislative Compliance

R3 provides a full range of planning, design, implementation, monitoring, and administrative services in support of regulatory compliance with AB 1826 (Mandatory Commercial Organics Recycling), SB 1383 (Short-Lived Climate Pollutants), AB 341 (Mandatory Commercial Recycling), AB 1594 (Ban on Green Material ADC Diversion Credit), as well as new legislation such as AB 1669 (Displaced Employees), AB 901 (Solid Waste Reporting Requirements), and AB 876 (Organics Management Infrastructure Planning).

California has adopted aggressive legislation to reduce waste sent to the landfill and many jurisdictions are not fully prepared to meet their requirements under AB 341, AB 1594 and AB 1826. Our understanding of these legislative requirements and our hands-on experience assisting our clients with implementing effective AB 341 and AB 1826 programs and preparing for the requirements of AB 1594, AB 1669, SB 1383, and AB 901 has helped us to develop effective compliance strategies and implementation plans that leverage existing franchised hauler resources and contractual requirements.

We ensure that all regulatory requirements are being met and that our clients are taking the necessary steps to remain in compliance with the law. We assist jurisdictions with meeting these requirements by providing a coordinated approach that is logical and cost-effective, and draws upon our operational, public policy, and public education and outreach capabilities.






Relevant Experience

R3's project team brings a unique level of relevant experience and knowledge of solid waste solutions that can help you deliver the organics programs and policy that your community needs.

In the past 3 years alone, R3 has assisted 30+ clients with legislative compliance plans. Our work, with a sampling shown below, covers everything from agreement negotiations, policy and ordinances development, legislative compliance, to stakeholder engagement.

Project Team Qualifications

Below is a brief summary of roles and responsibilities for each project team member. More information on their qualifications can be found within their resumes, located in the following pages.

Name / Role	Specialty	Responsibilities
 <p>Garth Schultz Principal-in-Charge</p>	<p><i>Legislative Compliance, Rate Analysis, Strategic Analysis, Project Leadership</i></p>	<p>Garth will provide project oversight as Principal, as well as analytical support as needed. He will contribute his expertise developing strategies for straightforward legislative compliance and organics planning.</p>
 <p>Rose Radford Project Manager</p>	<p><i>Legislative Compliance Guidance, Ordinance Revisions, Capacity Analysis, Project Management</i></p>	<p>Rose will be the Project Manager and will be the primary point of contact. She will be responsible for overseeing the team, providing analytical review, and leading stakeholder engagement and presentations. Throughout the entire engagement, she will be ensuring all the City services are being met for the project.</p>
 <p>Carrie Baxter Analytical Support</p>	<p><i>Legislative Compliance Guidance, Collection Agreement Negotiations and Procurement Assistance, Ordinance Revisions, Rate Analysis, Project Management</i></p>	<p>Carrie will bring her thorough understanding of SB 1383 and AB 827, AB 341, and AB 1826 and provide key analytical support to assist in analyzing capacity needs and guidance on regulatory requirements.</p>
 <p>Claire Wilson Analytical Support</p>	<p><i>Legislative Compliance Guidance, Reporting, Ordinance Revisions, Edible Food Recovery, Education and Outreach</i></p>	<p>Claire will provide analytical support to assist in providing guidance on regulatory requirements. She will assist in the strategizing and development of outreach materials.</p>
 <p>Kristy Dalay Analytical Support</p>	<p><i>Legislative Compliance Guidance, Rate and Data Analysis, Education and Outreach</i></p>	<p>Kristy will provide support for record keeping and reporting, as required under SB 1383, and assist in creating outreach materials for ongoing educational purposes.</p>

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Homestead

2. Reimbursement request amount: \$6,442

3. Description of activities: Agency contracted with R3 Consulting Group to for compliance planning with SB 1383. Tasks included drafting and adopting the Agency's SB 1383 ordinance, negotiations with MVRS for SB 1383 activities, a draft amendment codifying those SB 1383 activities, an implementation matrix, numerous meetings with staff, and final report.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: _Mill Valley_
2. Reimbursement request amount: \$19,255
3. Description of activities: _Agency contracted with R3 Consulting Group to for compliance planning with SB 1383. Tasks included drafting and adopting the Agency's SB 1383 ordinance, negotiations with MVRS for SB 1383 activities, a draft amendment codifying those SB 1383 activities, an implementation matrix, numerous meetings with staff, and final report. Total: \$12,884.

Also included is an invoice from the City Attorney's office for legal time spent on the review and adoption of the ordinance.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Tiburon

2. Reimbursement request amount: \$12,884

3. Description of activities: Agency contracted with R3 Consulting Group to for compliance planning with SB 1383. Tasks included drafting and adopting the Agency's SB 1383 ordinance, negotiations with MVRS for SB 1383 activities, a draft amendment codifying those SB 1383 activities, an implementation matrix, numerous meetings with staff, and final report.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: City of Sasualito

2. Reimbursement request amount: \$18,101.25

3. Description of activities:

1. February (\$5,035), March (\$3,775), April (\$4,260), May (\$5,031.25)
R3 consultant receipts - total \$18,101.25 (grant amount \$19,255)

2. Sausalito Municipal Code revised

3. Power point presentation at City Council meeting 3/8/22

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to:
compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Town of Corte Madera
2. Reimbursement request amount: \$19,255
3. Description of activities: —
The Town connected with Kathy Huber, the founder of the *Painted Bins* Non-profit regarding her idea to reduce food waste by providing Compost receptacles in our Town Park through a pilot program. The bins would be animal proof, weather resistant, ADA compliant, easy to clean, and would be educational in the form that the bins would have a panel for advertising artwork provided by students and also, QR Codes and other related information to educate visitors of our parks regarding the proper designation of waste and informing them where waste is supposed to go. This pilot program would help with the compliance requirements of SB 1383 and also allow opportunities for kids to participate in an art competition to display their work in our Town Park.
4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

Dear JPA Board,

Please accept this email as our submission for the request for reimbursement from the Compliance Reimbursement Fund. We were excited to learn of this funding opportunity that would make a big difference in helping the Town come to compliance with the new laws related to waste management.

The Town of Corte Madera currently has garbage and recycling receptacles in our parks. Specifically, the park that is used the most, by residents and visitors from neighboring locations is our Town Park located off of Tamalpais Drive. This park is used for sports activities, family events, barbeques and much more. On the weekends, this is a very popular location. People bring all types of food for gatherings and it is important to have the proper waste receptacles.

Prior to SB 1383, the Town worked on education efforts to the commercial community. That effort continues, however, the Town now has to begin implementing the work to bring everyone up to compliance and that includes the Town itself. To begin working on this, the Town was contacted by Kathy Huber who provided information on her idea of having bins that could display artwork while also providing educational information via QR codes or website and contact information directly to our hauler, Mill Valley Refuse Service's (MVRS) website so that park visitors can scan the QR Code or visit the website and be able to know which bin to use (whether it's a garbage, recycling or compost bin) to properly dispose of their waste.

Being that the Town does not have compost bins in the Town Park, we thought it would be a great opportunity to connect with Kathy Huber on her project, purchase the bins and team up to select the art from the partnership she has created with a local artist and with participating students from one of our local schools.

The bins that the Town has selected, based on the recommendation from Kathy Huber, are from Bigbelly, a company leading in waste and recycling solutions for public spaces. Due to the bins having to be provided at a later date, and due to the deadline of this funding opportunity, the Town has acquired a Proforma Invoice for seven individual compost bins to be installed at our barbeque locations, and for a triple station at the main entrance of the park.

Included with the reimbursement form is the following:

- proforma invoice (which includes estimated tax and shipping and handling)
- distribution agreement the Town has signed with Bigbelly
- the confirmation documents for the bins
- the presentation from Kathy Huber regarding her non-profit

Please let us know if there is any other documentation you need us to acquire, otherwise, the Town has committed to installing these bins once received and is looking forward to the opportunity to partner with Kathy Huber and our local schools for the educational effort that will have a positive impact in our community and environment.

Thank you for your consideration of Corte Madera's application.



April 27, 2022
Pro-forma Invoice Number: Q40163-3
SB / SB

Prices valid for 60 days from above date.

BIGBELLY SYSTEM PRO-FORMA INVOICE

Prepared By:
Stu Badertscher Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 sbadertscher@bigbelly.com

Bill To:
Lorena Barrera Town of Corte Madera 240 Tamal Vista Blvd Corte Madera, CA 94925 415-927-5086 lbarrera@tcmmail.org

Ship To:
Lorena Barrera Town of Corte Madera 81 Lucky Drive Corte Madera, CA 94925 415-927-5086 lbarrera@tcmmail.org

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
7	SC5.5 Single Station Basic with Foot Pedal, Hopper, Message Panels, Bar-Style Lift Bin, and Five Year Warranty	\$12,633.11
1	SC5.5 Triple Station Basic with Foot Pedal, Hopper, Message Panels, Bar Style Lift Bin, and Five Year Warranty	\$4,856.47
Pricing includes 2.5% volume discount		

Shipping & Handling (one time):	\$2,180.00
Estimated 8.75% Taxes (one time):	\$1,530.34

Purchase Option	Total System Cost*:	\$21,199.92 USD
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* Total does not include applicable sales or use taxes.

Sincerely, Stu Badertscher
Bigbelly Solar, LLC.

Wire Transfer Info: Middlesex Savings Bank. ▪ Acct Name: Big Belly Solar LLC ▪ Account # 166849558 ▪ Routing # 2113712270 ▪ Int'l Swift # MDSXUS3N

All Purchase Orders must reference the above Pro-forma Invoice Number (upper right).

This Pro-forma invoice is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: _____	Title: _____
Print Name: _____	Date: _____

TERMS AND CONDITIONS OF SALE

Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Pro-forma Invoice ("Pro-forma Invoice") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Pro-forma Invoice to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Pro-forma Invoice.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Pro-forma Invoice. Unless otherwise expressly stated in a Pro-forma Invoice, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Pro-forma Invoice before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Pro-forma Invoice or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Pro-forma Invoice and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Limited Warranty, set forth in Attachment B and incorporated herein by reference.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Pro-forma Invoice or this Agreement, the non-breaching party shall have the right to: (a) terminate the Pro-forma Invoice immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Pro-forma Invoice or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Pro-forma Invoice or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY PRO-FORMA INVOICE SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE PRO-FORMA INVOICE UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Pro-forma Invoice or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Pro-forma Invoice or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Pro-forma Invoice, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Pro-forma Invoice and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Pro-forma Invoice or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.



April 27, 2022
Pro-forma Invoice Number: Q40163-3
SB / SB

20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Pro-forma Invoice or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Pro-forma Invoice, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Pro-forma Invoice or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.



April 27, 2022
Pro-forma Invoice Number: Q40163-3
SB / SB

**ATTACHMENT A
ADDITIONAL TERMS FOR ON-SITE SERVICES**

In the event Bigbelly or its authorized service providers must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.



ATTACHMENT B
BIGBELLY LIMITED WARRANTY

Limited Warranty

Big Belly Solar, LLC. ("Bigbelly") provides this limited warranty ("Warranty") to original purchasers (and transferees, as provided below) of new and certified used Bigbelly high capacity and/or standard capacity stations ("Stations"), separately purchased and Bigbelly-authorized component parts ("Parts"), products sold by Bigbelly for use with a Bigbelly Station (Accessories), and any repair performed by Bigbelly on a Station, Part or Accessory pursuant to this Warranty ("Service Repair") purchased in and situated in the United States.

The term, "original purchaser", as used herein, means the first retail purchaser who acquires the new and certified used station(s), Part or Accessory from Bigbelly or an authorized service provider. The term, "purchaser", as used herein, refers to the original purchaser and to any person who acquires the station(s), Parts, Accessories, and Service Repair during the period of Warranty coverage and so notifies Bigbelly in writing of the purchase within ten (10) days of acquiring the station(s).

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants a new or certified used Station, battery and Parts against defects in materials and workmanship for a period of one (1) year from date of shipment from Bigbelly to the original purchaser.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants Accessories and all other components of a new or certified used Station against defects in materials and workmanship as follows: (i) Non-consumable Accessories currently sold by Bigbelly – one (1) year from date of shipment from Bigbelly to the original purchaser and (ii) Consumable Accessories currently sold by Bigbelly – thirty (30) days from receipt.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants all Service Repair against defects in materials and workmanship for a period of one (1) year from date of such performance of Services by Bigbelly.

Bigbelly offers no guarantee or warranty of any type on factory or field applied wraps. Bigbelly shall solely determine whether the cause of any failure is a Part or a Service Repair. During the applicable Warranty period, Bigbelly shall, within a reasonable period of time, repair or replace, at its election, the defective component of the Station with new or reconditioned Parts of the same or similar style and with upgraded software, if appropriate, subject to the exclusions, limitations, and conditions stated herein. Any component replaced during the applicable Warranty period will qualify for repair and replacement for the balance of the original applicable Warranty. Bigbelly may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, Parts or Accessories (defective parts and parts that are part of such a sub-assembly) will become the property of Bigbelly.

This Warranty does not cover damage to a Bigbelly Station, Part or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, vandalism, collision, fire, immersion in water; or otherwise using the Station, Part or Accessory contrary to the instructions and warnings contained in the user materials issued by Bigbelly (the "User Materials"); altering or modifying the Station, Part or Accessory; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Station, Part or Accessory; damage caused by use of non-Bigbelly parts or accessories; improper charging of the Bigbelly battery; or shipping with methods other than those recommended by Bigbelly. See the User Materials for proper use, maintenance, and charging of a Station, Part or Accessory.

To obtain repair under this Warranty, the purchaser must contact Bigbelly or an authorized service provider within the applicable Warranty period. If you are unable to contact your local authorized service provider, you may contact Bigbelly toll free at (888-820-0300). When contacting the authorized service provider or Bigbelly, be prepared to describe the problem, provide pictures where applicable as well as provide proof of purchase, and serial number of the Bigbelly Station. If the purchaser is unable to resolve the problem with the assistance of the authorized service provider, and if this Warranty applies, the authorized service provider will contact the Bigbelly Service Center to determine the procedure to be followed to repair the Station, Part or Accessory, which may include replacement, at Bigbelly's election.

Bigbelly may provide purchaser with a Return Materials Authorization number ("RMA#"). Purchaser shall then deliver the defective Station, Part or Accessory to Bigbelly or an authorized service provider, (as instructed by Bigbelly), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. If the returned Station, Part or Accessory is defective and this Warranty applies, Bigbelly (or an authorized service provider) shall, within a reasonable period of time, repair the Station, or repair or replace the defective Part or Accessory. Purchaser shall then pick up the repaired Station, or repaired or new or reconditioned Part or Accessory, from Bigbelly or authorized service provider. Purchaser shall pay the cost of shipping to Bigbelly or authorized service provider or other service provider and purchaser shall bear the risk of loss during shipping for any Bigbelly defective Part or Accessory for which purchaser claims this Warranty applies. If this Warranty applies, Bigbelly shall be responsible for paying the cost of shipping to the authorized service provider or purchaser when returning the station, replacement part, or Accessory. Bigbelly obligations and liability for any defects in any station, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Bigbelly neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a station, component part, Accessory, Service Repair, or this Limited Warranty.

Bigbelly is not responsible for any loss of use of a Station, Part or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Station, Part, Accessory or Service Repair or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Station, Part, Accessory or Service Repair. Without limiting any other exclusion herein, Bigbelly does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) and circuit board(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used. This includes, but is not limited to, obsolescence resulting from changes to wireless telecom networks or any other technology.

Optional Extended Warranty Coverage

Extended warranty coverage ("Extended Warranty") on Bigbelly products can be purchased in various increments directly from Bigbelly at the time of the original order. Not all Bigbelly products are eligible for Extended Warranty coverage. Extended Warranty coverage provides the original purchaser an extension of the same level of coverage as the original product Warranty for an additional period, with the exception of coverage for batteries. If you have purchased the Extended Warranty, and it is determined by Bigbelly's Customer Support that your original product requires replacement or repair, the remaining balance of time under the Extended Warranty will also cover the replacement product(s), provided the replacement part is provided by Bigbelly. The Warranty period for the replacement part or repair, including any Extended Warranty period thereof, is calculated from the date of your original product purchase.

THIS WARRANTY AND EXTENDED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO BIGBELLY STATIONS, PARTS, ACCESSORIES AND SERVICE REPAIR. BIGBELLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS WARRANTY OR EXTENDED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

Shipping Terms

Products ship ex works or FOB origin. Please protect your investment against shipping damages and assuming liability by inspecting products upon delivery before signing for them with the shipping company.



April 22, 2022
Quote Number: Q40163-2
SB / SB

Prices valid for 60 days from above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:
Stu Badertscher Bigbelly Solar 150 A St, Ste 103 Needham, MA 02494 sbadertscher@bigbelly.com

Bill To:
Town of Corte Madera 240 Tamal Vista Blvd Suite #110 Corte Madera, CA 94925

Ship To:
Lorena Barrera Town of Corte Madera 81 Lucky Drive Corte Madera, CA 94925

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
7	SC5.5 Single Station Basic with Foot Pedal, Hopper, Message Panels, Bar-Style Lift Bin, and Five Year Warranty	\$12,633.11
1	SC5.5 Triple Station Basic with Foot Pedal, Hopper, Message Panels, Bar Style Lift Bin, and Five Year Warranty	\$4,856.47
Pricing includes 2.5% volume discount		

Shipping & Handling (one time):	\$2,180.00
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Purchase Option	Total System Cost*:	\$19,669.58 USD
------------------------	----------------------------	------------------------

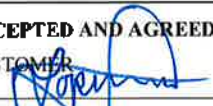
* Total does not include applicable sales or use taxes.

Sincerely, Stu Badertscher
Bigbelly Solar, LLC

Wire Transfer Info: Middlesex Savings Bank. • Acct Name: Big Belly Solar LLC - Account # 166849558 - Routing # 2113712270 - Int'l Swift # MDSXUS3N

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: 	Title: <u>Administrative Analyst</u>
Print Name: <u>Lorena Barrera</u>	Date: <u>04/25/2022</u>



TERMS AND CONDITIONS OF SALE

Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion. Shipping will be approximately 14 weeks after quote is approved.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Limited Warranty, set forth in Attachment B and incorporated herein by reference.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any law or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.



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21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service providers must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

- 1. INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability to perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
- 2. SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
- 3. INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
- 4. INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

ATTACHMENT B BIGBELLY LIMITED WARRANTY

Limited Warranty

Big Belly Solar, LLC. ("Bigbelly") provides this limited warranty ("Warranty") to original purchasers (and transferees, as provided below) of new and certified used Bigbelly high capacity and/or standard capacity stations ("Stations"), separately purchased and Bigbelly-authorized component parts ("Parts"), products sold by Bigbelly for use with a Bigbelly Station (Accessories), and any repair performed by Bigbelly on a Station, Part or Accessory pursuant to this Warranty ("Service Repair") purchased in and situated in the United States.

The term, "original purchaser", as used herein, means the first retail purchaser who acquires the new and certified used station(s), Part or Accessory from Bigbelly or an authorized service provider. The term, "purchaser", as used herein, refers to the original purchaser and to any person who acquires the station(s), Parts, Accessories, and Service Repair during the period of Warranty coverage and so notifies Bigbelly in writing of the purchase within ten (10) days of acquiring the station(s).

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants a new or certified used Station, battery and Parts against defects in materials and workmanship for a period of one (1) year from date of shipment from Bigbelly to the original purchaser.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants Accessories and all other components of a new or certified used Station against defects in materials and workmanship as follows: (i) Non-consumable Accessories currently sold by Bigbelly - one (1) year from date of shipment from Bigbelly to the original purchaser and (ii) Consumable Accessories currently sold by Bigbelly - thirty (30) days from receipt.

Subject to the exclusions, limitations and conditions stated herein, Bigbelly warrants all Service Repair against defects in materials and workmanship for a period of one (1) year from date of such performance of Services by Bigbelly.

Bigbelly offers no guarantee or warranty of any type on factory or field applied wraps. Bigbelly shall solely determine whether the cause of any failure is a Part or a Service Repair. During the applicable Warranty period, Bigbelly shall, within a reasonable period of time, repair or replace, at its election, the defective component of the Station with new or reconditioned Parts of the same or similar style and with upgraded software, if appropriate, subject to the exclusions, limitations, and conditions stated herein. Any component replaced during the applicable Warranty period will qualify for repair and replacement for the balance of the original applicable Warranty. Bigbelly may elect to simultaneously replace non-defective parts that are part of a sub-assembly that contains the defective component. Any replaced components, Parts or Accessories (defective parts and parts that are part of such sub-assembly) will become the property of Bigbelly.

This Warranty does not cover damage to a Bigbelly Station, Part or Accessory caused by any of the following: all external causes such as (without limitation) dropping, accident, vandalism, collision, fire, immersion in water; or otherwise using the Station, Part or Accessory contrary to the instructions and warnings contained in the user materials issued by Bigbelly (the "User Materials"); altering or modifying the Station, Part or Accessory; deterioration of paint, trim, and appearance items that results from use and/or exposure to the elements; cleaning with a high-pressure water system, abrasives, or solvents; exposure to environmental conditions beyond the limits stated in the User Materials; failure to properly maintain or improperly servicing the Station, Part or Accessory; damage caused by use of non-Bigbelly parts or accessories; improper charging of the Bigbelly battery; or shipping with methods other than those recommended by Bigbelly. See the User Materials for proper use, maintenance, and charging of a Station, Part or Accessory.

To obtain repair under this Warranty, the purchaser must contact Bigbelly or an authorized service provider within the applicable Warranty period. If you are unable to contact your local authorized service provider, you may contact Bigbelly toll free at (888-820-0300). When contacting the authorized service provider or Bigbelly, be prepared to describe the problem, provide pictures where applicable as well as provide proof of purchase, and serial number of the Bigbelly Station. If the purchaser is unable to resolve the problem with the assistance of the authorized service provider, and if this Warranty applies, the authorized service provider will contact the Bigbelly Service Center to determine the procedure to be followed to repair the Station, Part or Accessory, which may include replacement, at Bigbelly's election.

Bigbelly may provide purchaser with a Return Materials Authorization number ("RMA#"). Purchaser shall then deliver the defective Station, Part or Accessory to Bigbelly or an authorized service provider, (as instructed by Bigbelly), properly packaged (so as to prevent damage during shipment) and with the RMA# written on the outside of the packaging. If the returned Station, Part or Accessory is defective and this Warranty applies, Bigbelly (or an authorized service provider) shall, within a reasonable period of time, repair the Station, or repair or replace the defective Part or Accessory. Purchaser shall then pick up the repaired Station, or repaired or new or reconditioned Part or Accessory, from Bigbelly or authorized service provider. Purchaser shall pay the cost of shipping to Bigbelly or authorized service provider or other service provider and purchaser shall bear the risk of loss during shipping for any Bigbelly defective Part or Accessory for which purchaser claims this Warranty applies. If this Warranty applies, Bigbelly shall be responsible for paying the cost of shipping to the



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authorized service provider or purchaser when returning the station, replacement part, or Accessory. Bigbelly obligations and liability for any defects in any station, component part, or Accessory are limited to repair or replacement of defective parts as required by this Limited Warranty. Bigbelly neither assumes (nor authorizes anyone to assume for it) any other obligation or liability in connection with a station, component part, Accessory, Service Repair, or this Limited Warranty.

Bigbelly is not responsible for any loss of use of a Station, Part or Accessory or for any inconvenience or other loss or damage which might be caused from any defect in a Station, Part, Accessory or Service Repair or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Station, Part, Accessory or Service Repair. Without limiting any other exclusion herein, Bigbelly does not warrant that the product covered hereby, including, without limitation, the technology and/or integrated circuit(s) and circuit board(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or technology with which the product may be used. This includes, but is not limited to, obsolescence resulting from changes to wireless telecom networks or any other technology.

Optional Extended Warranty Coverage

Extended warranty coverage ("Extended Warranty") on Bigbelly products can be purchased in various increments directly from Bigbelly at the time of the original order. Not all Bigbelly products are eligible for Extended Warranty coverage. Extended Warranty coverage provides the original purchaser an extension of the same level of coverage as the original product Warranty for an additional period, with the exception of coverage for batteries. If you have purchased the Extended Warranty, and it is determined by Bigbelly's Customer Support that your original product requires replacement or repair, the remaining balance of time under the Extended Warranty will also cover the replacement product(s), provided the replacement part is provided by Bigbelly. The Warranty period for the replacement part or repair, including any Extended Warranty period thereof, is calculated from the date of your original product purchase.

THIS WARRANTY AND EXTENDED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO BIGBELLY STATIONS, PARTS, ACCESSORIES AND SERVICE REPAIR. BIGBELLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS WARRANTY OR EXTENDED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO SOME PURCHASERS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

Shipping Terms

Products ship ex works or FOB origin. Please protect your investment against shipping damages and assuming liability by inspecting products upon delivery before signing for them with the shipping company.



Name: _____
 Company: **City of Corte Madera**
 Quote #: _____ Date: **April 22, 2022**
 Representative: **Erin Griffin**

CONFIRMATION DOCUMENT

Qty 7 **SC5.5 Single Station**
 WS-SGL-SC5.5-BAT



SC5.5 hub

Left waste: Center Waste: Compost hopper for SC with Foot Pedal Right Waste:

Destination: Shipment within US
Energy: Battery powered
Bin: Bar lift bin
Accessories: Message panel, smart waste insert

Notes:		
Please verify selections and quantities. Contact your Bigbelly Rep or Distributor if there are any changes. Print, sign, scan and email form to your Rep or fax it to 781.444.5651.		
IMPORTANT! Do NOT sign if there are changes. Please contact your Bigbelly Rep or Distributor. <i>I have reviewed this document and confirm all selections and quantities are correct.</i>		
<i>Lorena Barrera</i> Print Name	 Customer Signature	<i>04/25/2022</i> Date
Erin Griffin Bigbelly Representative Sign-Off		22-Apr-22 Date



Name: _____
 Company: City of Corte Madera
 Quote #: _____ Date: April 22, 2022
 Representative: Erin Griffin

CONFIRMATION DOCUMENT

Qty **1** **SC5.5/SC5.5/SC5.5 Triple Station**
 WS-TRI-SC5.5-BAT



SC5.5 Companion SC5.5 hub SC5.5 Companion

Left waste: Single Stream recycle hopper for SC with Foot Pedal
Center Waste: Trash hopper for SC with Foot Pedal
Right Waste: Compost hopper for SC with Foot Pedal

Destination: Shipment within US
Energy: Battery powered
Bin: Bar lift bin
Accessories: Message panel, smart waste insert

Notes:

Please verify selections and quantities. Contact your Bigbelly Rep or Distributor if there are any changes. Print, sign, scan and email form to your Rep or fax it to 781.444.5651.

IMPORTANT! Do NOT sign if there are changes. Please contact your Bigbelly Rep or Distributor.
I have reviewed this document and confirm all selections and quantities are correct.

<u>Lorena Barrera</u>	<u>[Signature]</u>	<u>04/25/2022</u>
Print Name	Customer Signature	Date
Erin Griffin		22-Apr-22
Bigbelly Representative Sign-Off		Date

The background features a stylized, flat-design illustration of a sustainable landscape. At the top, a white cloud is centered against a light teal sky. Below, a blue banner contains the main title. The bottom section shows a green landscape with various icons: a recycling bin, a bicycle, a green car, a solar panel, a wind turbine, and a green truck. There are also circular icons of fish and flowers scattered throughout the scene.

Painted Bins

Helping Cities Reduce Food Waste

February 22, 2022



Town Park =
Popular Destination

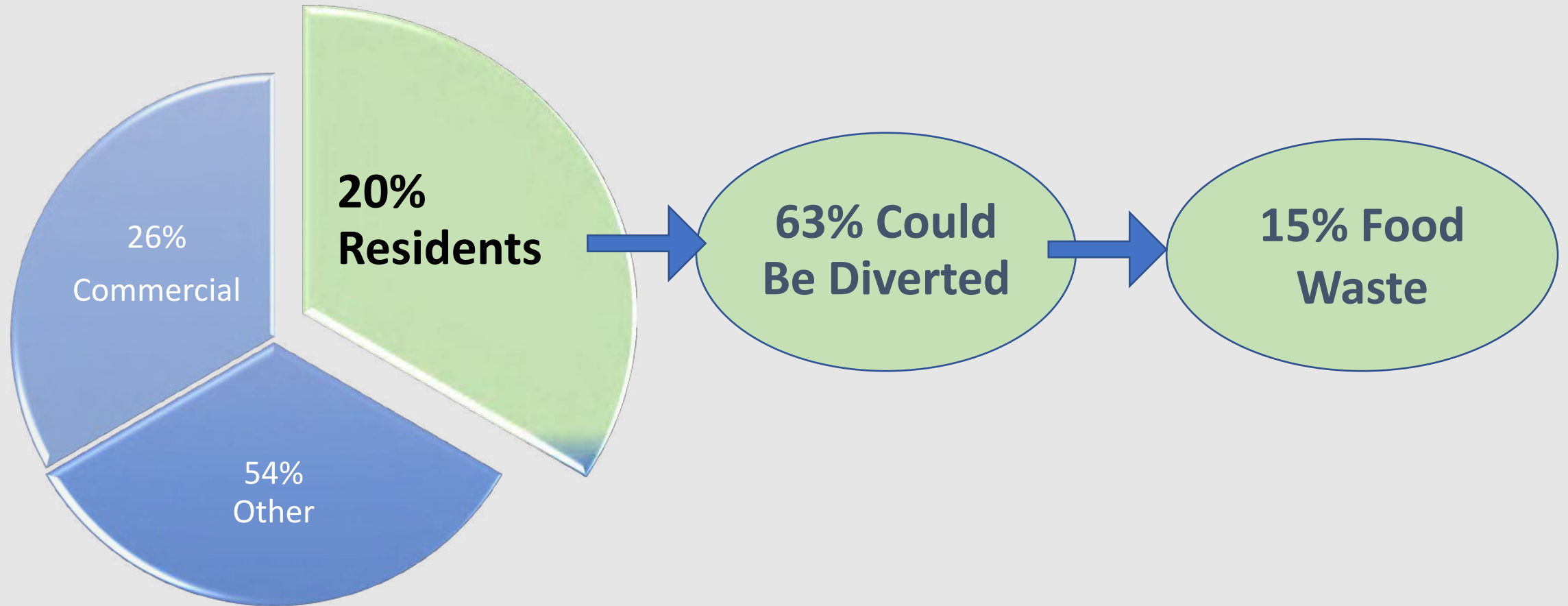


Food Scraps End Up In The Trash Cans

A worker wearing a high-visibility yellow and orange safety vest, dark pants, and black gloves is standing on a large pile of food waste. The worker is holding a small clear plastic bag and appears to be sorting through the waste. The pile is composed of various food scraps, including watermelon slices, yellow bell peppers, green cucumbers, and other vegetables. The background shows a concrete wall, suggesting an industrial or landfill setting.

Food Waste in Landfill = Big Problem

Who Creates Marin's Landfill Waste?



Source: 2020 Zero Waste Marin Feasibility Study Update by R3 Consulting Group, Inc.

Examples of Questions to Consider?

How will Corte Madera comply with SB 1383 & reduce organic waste by 75% by 2025?

What actions can Corte Madera take to help slow global warming?





The Solution: Painted Bins

- Food scrap receptacle
 - School children's artwork
 - Composting message
 - Meets city & hauler specs
- Educational component = QR code
- Public areas such as parks
- City Green Team organizes events

The Impact Is Huge

Economic

Compost bins
are less
expensive

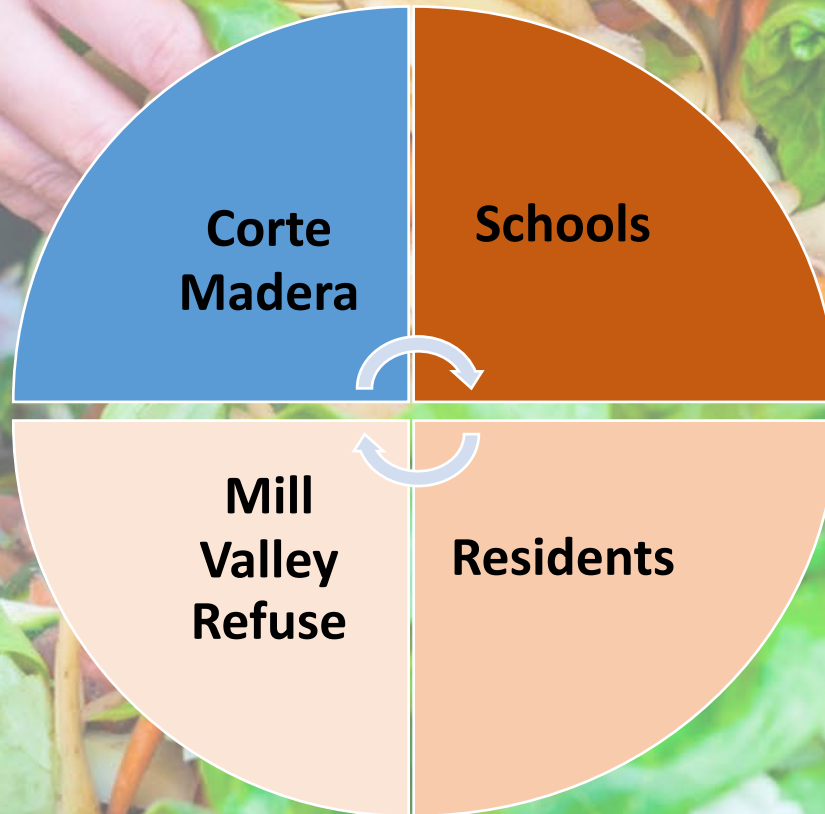
Environmental

1.7 lbs. diverted
= 5100 lbs.
burning coal

Social

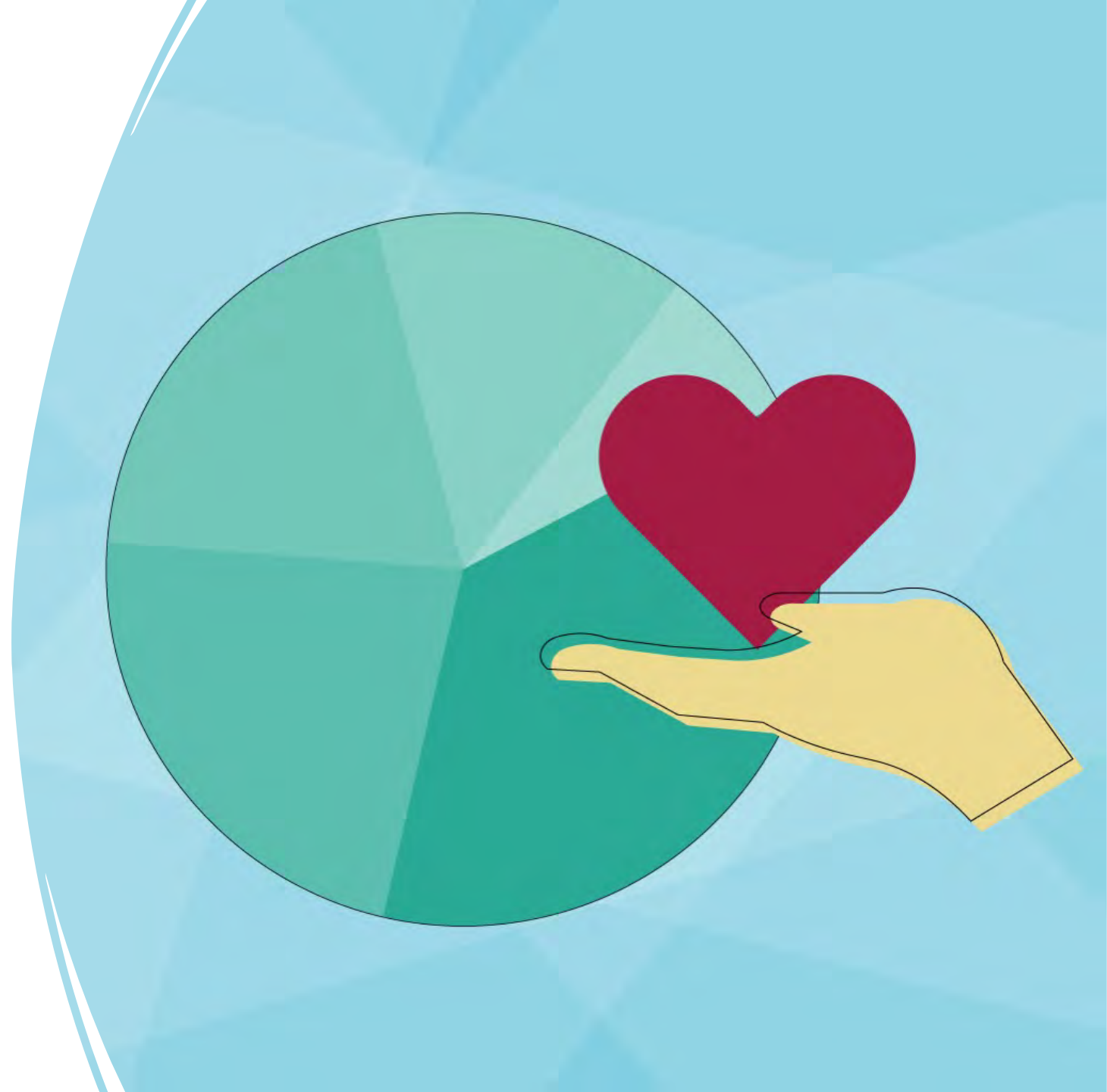
Less impact on
residents near
landfill

Unites Stakeholders In Fight Against Food Waste



Nonprofit...But, Funds Are Available

-
- Zero Waste Marin grants for cities to reduce waste
 - Hauler donations
 - Sale of annual naming rights



Experienced
Team =
Success

Kathy Huber

Founder & Managing Director

- MBA, Presidio Graduate School
- Updating Belvedere's CAP
- Non-profit & business start-up experience

Jennifer Smith

- Local artist
- Founded Marin school for autistic children

Partners

Zero Waste Marin

- School introductions

SEI (Strategic Energy Innovations)

- Environmental Nonprofit
- School of Environmental Leadership program
 - Terra Linda High School
 - Research information for QR code
 - Messages for school artwork
 - Social media campaign
 - Marin parks trash audit

Let's Make Corte Madera Part Of The Solution

Lead by
Example

Painted Bins in
Corte Madera
Town Park

Financial
Contribution

Reduce Food
Waste

A blue ribbon graphic with a white 'Thank You' message. The ribbon is blue with a white border and a white shadow on the left side, giving it a 3D effect. The text 'Thank You' is written in a large, white, sans-serif font in the center of the ribbon.

Thank You

Kathy Huber, Painted Bins Founder

Kathy.paintedbins@gmail.com

415-847-7126

OVERVIEW OF BIN FINALISTS

- **BearSaver**

- Based in Ontario, CA
- Deployed in national parks across the U.S.
 - Yosemite and Yellowstone

- **Bigbelly**

- Based in Needham, MA
- Deployed in 50 states and 50 countries
 - Primarily business improvement districts and colleges

Bin Requirements

Animal proof

Weather resistant

ADA compliant

Foot pedal enabling touchless handle

Advertising panels for artwork

Secure, removable interior bin, ideally on wheels

Easy to clean



BearSaver

- 35 gallons (56.1"H x 26"W x27"D)
- Stainless steel with textured powder coating, corrosion resistant hardware
- Add on:
 - Foot pedal
 - Advertising panels
- Trash and recycle bins found in U.S. national parks
- ~ \$1990 includes 2 advertising panels, pedals, est. taxes and shipping





San Francisco
Maritime
National
Historical Park



Bigbelly

- 50 gallons (49.8”H x 25”W x 26.8”D)
- Galvanized sheet metal steel exterior with powder coating
- Removable chute for easy cleaning, foot pedals
- Add on: Advertising panels (Also offers
- battery powered fullness sensor and solar powered self-compacting model)
- Found in many community benefit districts, college campuses, Fisherman’s Wharf, SOMA
- ~ \$3050 (includes 2 advertising panels, interior bin wheels, est. taxes and shipping)

Berkeley Campus



Painted Bins Status

BUSINESS PLAN WRITTEN

DRAFT OF FINANCIAL PLAN

FINANCIAL COMMITMENTS

NONPROFIT STATUS: 2 MONTHS

SCHOOLS: NEED ARTWORK DISCUSSION

NEXT STEPS

Chapter 12.24

GARBAGE, ORGANIC MATERIAL, AND RECYCLABLE MATERIAL COLLECTION AND DISPOSAL

Sections:

- 12.24.010 Definitions.
- 12.24.020 Charges.
- 12.24.030 Receptacles.
- 12.24.040 Duty of owners and occupants.
- 12.24.050 Mechanical garbage disposal.
- 12.24.060 Duty of collector.
- 12.24.070 Disposal.
- 12.24.080 Permission required for burning.
- 12.24.090 Cans or receptacles – Placement.
- 12.24.100 Placing refuse from private property in City-owned receptacles prohibited.
- 12.24.110 Unlawful collection.
- 12.24.120 Dead animals.
- 12.24.130 Contract.
- 12.24.140 Minimum requirements and hours of collection.
- 12.24.150 Answering service required.
- 12.24.160 Collector responsibility – Insurance requirements.
- 12.24.170 Corporate surety bond and annual fee required of collector.
- 12.24.180 Exceptions.
- 12.24.190 Right of City to terminate contract.
- 12.24.200 City actions upon breach or default of collector.
- 12.24.210 Service complaints.
- 12.24.220 Certified annual audit required – City right to inspect records.
- 12.24.230 Penalty for violation.
- 12.24.240 Constitutionality.

Prior ordinance history: Ords. 601 and 627.

12.24.010 Definitions.

As used throughout this chapter, the following terms shall have the meanings set forth in this section.

1. “Act” means the California Integrated Waste Management Act of 1989 (commencing with Section 40000 of the Public Resources Code), as amended by, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of the California Department of Resources Recycling and Recovery (“CalRecycle.”).
2. “Authorized collector” means the individual, firm or corporation to whom a contract has been awarded by the City for the exclusive right or privilege to collect, remove and dispose of **solid waste including garbage, organic materials and recyclable materials** and who shall be charged with duty of making such collections within the City.
3. “CCR” means the California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
4. “City Manager” means the City Manager of the City of Sausalito, or their designee, which may include city employees.
5. “Collection” means to take physical possession of solid waste at, and remove from, the place of generation for transport to a solid waste facility or other recovery activity.

Commented [R31]: We can revise this TOC after sections are finalized

6. “Commercial business” or “Commercial” or “Business” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling, or as otherwise defined in 14 (CCR) Section 18982(a)(6). A multi-family dwelling that consists of (5) or more dwelling units is “Commercial”, for the purposes of this Chapter.
7. “Commercial Edible Food Generator” means a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). Food recovery organizations and food recovery services are not commercial edible food generators.
8. “Community composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
9. “Composting” means the process of controlled biological decomposition of organic waste.
10. “Construction and demolition debris” or “C&D” means used or discarded materials resulting from construction, renovation, remodeling, repair, demolition, excavation or construction clean-up operations on any pavement or structure.
11. “Container” or “collection container” means, for the purpose of this Chapter, any bin, box or cart used for the purpose of holding solid waste for collection and shall be constructed of plastic or other lightweight and watertight material designed primarily to serve as a garbage can together with a lid made of the same material designed and maintained to fit tightly on the container. When used for the maintenance of recyclable material, “~~receptacle~~ container” means a lightweight, durable nonwatertight container with sufficient capacity to contain the recyclable materials placed therein and to prevent such materials from being blown about or otherwise scattered about the neighborhood.
12. “Debris box” means any ten (10) to forty (40) cubic yard container, or any compactor provided by a solid waste generator, placed in the public right-of-way, on city property, private property, or elsewhere in the service area, which is procured by a solid waste generator for their use in the collection of their solid waste. Debris boxes are serviced by means of lifting the entire container, including all contents, onto a designated collection vehicle.
13. “Designee” means an entity that the city contracts with or otherwise arranges to carry out any of the city’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
14. “Disposal” means the final disposition of Solid Waste at a Solid Waste Facility permitted for disposal.
15. “Diversion” means activities reducing or eliminating the amount of Solid Waste from Solid Waste Disposal, and which return these materials to use in the form of raw materials for new, reused, or reconstituted products, which meet the quality standards necessary for commercial use, or for other purposes of reuse.
16. “Dwelling unit” means one (1) or more rooms with internal access between all rooms, which provide complete independent living facilities for at least one (1) family, including provisions for living, sleeping, eating, cooking, bathing, and sanitary facilities.
17. “Edible food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
18. “Enforcement action” means an action of the city to address non- compliance with this ordinance including, but not limited to, issuing administrative notices, citations, fines, penalties, or using other remedies.

19. “Enforcement agency” means an entity with the authority to enforce part or all of this chapter as specified herein. Employees and agents of an enforcement agency may carry out inspections and enforcement activities pursuant to this chapter. Nothing in this chapter authorizing an entity to enforce its terms shall require that entity to undertake such enforcement except as agreed to by that entity and the City. The City is an enforcement agency for all Sections of this chapter. The City may choose to additionally delegate enforcement responsibility for certain sections, to other public entities, including the Marin Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) and the County of Marin.
20. “Exempt waste” means biohazardous or biomedical waste, Hazardous Waste, medical waste, regulated radioactive waste, waste that is volatile, corrosive, or infectious, waste treatment or processing sludge, contaminated soil and dirt, contaminated concrete, contaminated asphalt, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, any matter or materials which are not acceptable for disposal at a solid waste landfill as defined in the California Integrated Waste Management Act of 1989 and subsequent legislation, and those wastes under the control of the Nuclear Regulatory Commission. , all as further defined in subsection 38 of this section.
21. “Food recovery organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to: (A) A food bank as defined in Section 113783 of the Health and Safety Code; (B) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and, (C) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
22. “Food recovery service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
23. “Food waste” means food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste and grain waste. Food Waste does not include Exempt Waste.
- 1-24. “Garbage” means all non-recyclable packaging and other waste attributed to normal activities of a premise. Garbage must be generated by and at the service unit wherein the garbage is collected. Garbage does not include recyclable materials, organic materials, debris from construction and demolition, large items, e-waste, universal waste, hazardous waste, household hazardous waste or exempt waste.
25. “Garbage container” has the same meaning as “Gray Container” in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Garbage.
26. “Generators,” for the purpose of this Chapter, means a person or entity, including commercial generators and residential generators, that is responsible for the initial creation of organic materials, or as otherwise defined as “organic waste generator” in 14 CCR Section 18982(a)(48).
27. “Health officer” means the health officer of the county, acting as health officer for the city.
28. “Inspection” means a site visit where the City, its designee or Enforcement agency, reviews records, containers, and an entity’s collection, handling, recycling, or disposal of solid waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- 2-29. “Mechanical garbage disposal or grinder” means any garbage disposal unit, approved by the Health Officer, which grinds or prepares garbage to such an extent as to permit the garbage to be disposed of through the sewer drains.

Commented [R32]: Does the City want to include a definition for multi-family?

Commented [RR3R2]: I have looked into this and don't think it's necessary.

30. "Organics container" has the same meaning as "Green Container" in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of source separated organic materials designated for organic materials processing, including food waste and landscape and pruning waste accepted in the City's organic waste collection program, and other organic materials as determined by the City or authorized collector as acceptable for the organics container. The authorized collector shall have the right to promulgate changes to organic material types acceptable for the organics container.
31. "Organic material" or "organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46).
- 3-32. "Organic material processing facility" means any facility selected by the authorized collector that is approved by the city, or specifically designated by the city, operated and legally permitted for the purpose of receiving and processing organic materials.
33. Person" means any person or persons, firm, association, corporation or other entity acting as principal, agent or officer, servant or employee, for themselves or for any other person, firm or corporation.
34. "Premises" includes a tract or parcel of land with or without habitable buildings or appurtenant structures. (CCR, Section 17225.50) For purposes of this chapter the word premises includes Residential and Commercial uses of the land, whether owned, leased, rented or sub-let, including every dwelling house, dwelling unit, apartment house or multiple-dwelling building, trailer or mobile home park, store, restaurant, rooming house, hotel, motel, office building, department store, manufacturing, processing or assembling shop or plant, warehouse and every other place or premises where any person resides, or any business is carried on or conducted within the city.
35. "Prohibited container contaminants" means (1) discarded materials placed in the designated Recyclables container that are not identified as acceptable source separated recyclables for the City's designated recyclables collection container; (2) discarded materials placed in the designated organic materials collection container that are not identified as acceptable source separated organic materials for the City's designated organic materials collection container; and (3) discarded materials placed in the garbage container that are acceptable source separated recyclables and/or source separated organic materials to be placed in City's designated organic materials collection container and/or designated recyclables collection container, and (4) Exempt Waste placed in any container.

E. "Receptacle," when used for the maintenance of garbage, means a container with capacity of 32 gallons or less, constructed of plastic or other lightweight and watertight material designed primarily to serve as a garbage can together with a lid made of the same material designed and maintained to fit tightly on the container. When used for the maintenance of recyclable material, "receptacle" means a lightweight, durable nonwatertight container with sufficient capacity to contain the recyclable materials placed therein and to prevent such materials from being blown about or otherwise scattered about the neighborhood. [Ord. 1113 § 1, 1995; Ord. 1049 § 1, 1989.]

36. "Recyclable (source separated) materials" or "recyclables" means any material designated to be source separated from the waste stream for purposes of recycling. This designation shall be made by the city and the authorized collector based on good public practice, ability to receive an acceptable economic return, and feasibility of separating the material from the waste stream at the point of collection. Recyclable materials are currently limited to paper, glass, cardboard, plastics, ferrous metal, and aluminum.
37. "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code § 40201. (CCR, Title 14, Section 17225.54).

38. "Recycling container" has the same meaning as "Blue Container" in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of source separated recyclable materials. The authorized collector shall have the right to promulgate changes to recyclable material types acceptable for the recycling container.
39. "Residential" means, for the purposes of this chapter, any premises consisting of between one (1) and four (4) dwelling units, and onsite domestic uses accessory to these dwelling units. A multi-family dwelling that consists of fewer than five (5) dwelling units is "Residential", for the purposes of this Chapter.
40. "Self-haul(er)" means a person who hauls solid waste, organic waste or recovered material he or she has generated to another person. Self-hauler also includes a person who back-hauls waste. "Back-haul" means generating and transporting organic waste to a destination owned and operated by the generator using the generator's own employees and equipment."
41. "Solid waste" means all putrescible and non-putrescible solid and semisolid wastes, including garbage, recyclable materials, organic materials, trash, refuse, paper, rubbish, ashes, industrial wastes demolition and construction wastes, bulky waste, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Solid waste includes materials defined as such per the Public Resources Code Section 49503 and as amended. Solid waste does not include any of the following wastes: (1) Hazardous waste, as defined in the Public Resources Code Section 40141, (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code) (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to Division 30 of the Public Resources Code. Recyclable materials and organic materials are a part of solid waste and (4) abandoned vehicles and parts thereof.
42. "Solid waste collection service" or "collection service" means collection of solid waste originating in the City, by persons, firms or corporations, and doing so under a contract or franchise agreement with the City. "Garbage service" means the periodic collection of garbage and recyclable material by the collector.
43. "Solid waste facility" or "facility" means a solid waste transfer or processing station including Material Recovery Facilities, a recycling facility, a composting facility, a gasification facility, a transformation facility, an Engineered Municipal Solid Waste conversion facility, and a disposal facility. Solid waste facility additionally includes a solid waste operation that may be carried out pursuant to an enforcement agency notification, as provided in regulations adopted by CalRecycle, or otherwise set forth in the Act.
44. "Source separate" means the process of removing recyclable materials and organic materials from Solid Waste at the place of generation, prior to Collection, and placing such materials into separate containers designated for recyclable materials and organic materials, or as otherwise defined in 14 CCR Section 17402.5(b)(4).
45. "Source reduction" means any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce the amount of wastes that generators produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. Source reduction does not include steps taken after the material becomes solid waste or actions which would impact air or water resources in lieu of land, including, but not limited to, transformation.
46. "Tier One commercial edible food generator" means a Commercial Edible Food Generator that is one of the following as defined in 14 CCR Section 18982(a):
- a. Supermarket with gross annual sales of \$2,000,000 or more

- b. Grocery store with a total facility size equal to or greater than 10,000 square feet.
 - c. Food service provider, which means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations.
 - d. Wholesale food vendor, which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination.
 - e. Food Distributor, which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.
47. “Tier Two commercial edible food generator” means a Commercial Edible Food Generator that is one of the following as defined in 14 CCR Section 18982(a):
- a. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - b. Hotel with an on-site food facility and 200 or more rooms.
 - c. Health facility with an on-site food facility and 100 or more beds.
 - d. Large Venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue.
 - e. Large Event, which means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.
 - f. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
 - g. A local education agency facility with an on-site food facility. “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- 4-48. “User disposal containers” are containers inside a business for the collection of source separated organic materials, source separated recyclables and garbage for employees, contractors, tenants, customers and other users of the business.

12.24.020 Charges.

Garbage-Solid waste collection service charges shall be payable in maximum amounts as established from time to time by resolution of the City Council. Payment of fees for garbage-solid waste collection services shall be the responsibility of the owner of the premises from which the garbage-solid waste is taken, but the fees may be received from the occupant for the account of owner. Garbage-Solid waste collection service started after the tenth day of the calendar month shall be prorated on a monthly rate basis. [Ord. 1049 § 1, 1989.]

~~12.24.030~~ ~~Receptacles~~

~~All residential garbage receptacles shall be of galvanized or heavy plastic material with tightly fitting covers, and may be of any size up to but not exceeding 32 gallons in capacity. [Ord. 1049 § 1, 1989.]~~

Commented [R34]: Containers must be provided by the authorized collector (unless self-hauling). Section 12.24.040 (d) covers the updated requirement. May we remove this section?

12.24.04030 Duty of owners and occupants.

Every owner or occupant of every residence in the City and of business premises where ~~garbage or recyclables~~ solid waste material is accumulated shall:

~~A.~~ ~~Use garbage and recycling~~ solid waste collection service as often as necessary to keep the premises clean and free from odor and, in any event, shall arrange for not less than weekly residential garbage, organics and recycling service and not less than twice weekly for ~~wet garbage~~ organic materials from businesses and weekly for other business-generated garbage and recyclables;

Commented [R35]: Does the City wish to keep this requirement for organics?

~~B.~~ Generators shall arrange for a size, quantity and collection frequency of collection containers to adequately store all solid waste generated in connection with the premise, and subject to collection in garbage containers, recycling containers and organics containers, between the times designated for collection service. The City shall have the right to review the number and size of such collection containers to evaluate the capacity and collection frequency of containers for each type of collection service and to review the separation and containment of materials. Generators shall adjust the size and/ or collection frequency for their collection services as requested by the City in order to meet the standards set forth in this chapter;

Commented [RR6R5]: Standard is 1x weekly. Alaina will confirm with BCRS.

~~C.~~ Generators shall place source separated organic materials, including food waste, in the organics container; place source separated recyclable materials in the recycling container; and place garbage in the garbage container. The authorized collector shall have the right to promulgate changes to material types acceptable for each type of collection container. Generators shall not place prohibited container contaminants into the garbage container, organics container or recycling container;

~~B.D.~~ ~~B.~~ Provide a receptacle or receptacles as may be necessary Store all solid waste in containers provided by the authorized collector, and place the receptacle or receptacles containers in a suitable location on the premises at a point not more than 100 feet from the street but not on public sidewalk or publicly traveled right-of-way;

Commented [R37]: Containers must be provided by the authorized collector. Customer owned containers are not compliant with SB 1383.

~~C.E.C.~~ If the receptacle container is for use on business premises, the same shall be kept at a suitable location at ground level, unless the authorized collector agrees to a different location, and not more than 100 feet from the street but not on public sidewalk or publicly traveled right-of-way. The container receptacle for use on business premises and the location at which it is kept shall at all times be maintained in a clean and sanitary manner so that the level of odor will not be a nuisance to reasonable persons of normal olfactory sensitivity. The receptacle container shall be covered at all times. Wet garbage Organic materials shall be kept in watertight containers which shall not be allowed to leak. Garbage Containers may be placed on public sidewalk in the downtown business district (all areas of the City zoned CC) only so long as the placement of the garbage container(s) complies with all of the following three requirements:

Commented [RR8R7]: Confirm with BCRS.

- ~~a.~~ 1- It is placed as close as possible to the curb as is reasonably possible;
- ~~b.~~ 2- It is placed on the sidewalk only between the hours of 9:00 p.m. and 10:00 a.m. of the following day;
- ~~c.~~ 3- It is placed in a suitable receptacle;

~~D.F.D.~~ Keep the receptacle container(s) clean and sanitary;

~~E.G.~~ E. Wrap all garbage as accumulated in paper or other suitable wrapping, and forthwith place the garbage in his or her own receptacle garbage container;

~~F.H.F.~~ Put not more than 60 pounds of garbage, organic materials or recyclable materials in any 32-gallon ~~receptacle container~~ for any one collection;

~~G.L.G.~~ Pay forthwith when due all charges as provided in this chapter and by resolutions of the City Council;

~~J. H.~~ Keep the occupied premises free and clear of garbage-solid waste at all times.

~~H.K.~~ Generators shall provide or arrange for access during all inspections and investigations (with the exception of the interior of a private residential dwelling unit) and cooperate with the City Manager, designated enforcement agency, or authorized collector during such inspections and investigations as described in Section 12.24.280.

~~I.L.~~ It shall be unlawful for any owner or occupant to fail or refuse to comply with any of the foregoing requirements of this section. [Ord. 1113 § 2, 1995; Ord. 1049 § 1, 1989.]

12.24.040 Commercial generator requirements.

In addition to the requirements of section 12.24.030, commercial generators shall also:

- A. Commercial business owners including multi-family residential dwellings with five (5) or more dwelling units, shall provide or arrange for garbage container, organics container and recycling container collection service for employees, contractors, tenants and customers, and supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors as noted in subsection (B)(1) and (B)(2) below or, if self-hauling, in compliance with self-hauling requirements set forth in this chapter.
- B. Commercial businesses that are not multi-family residential dwellings shall provide containers for the collection of source separated organic materials and source separated recyclable materials in all areas where the commercial business provides disposal containers for employees, contractors, tenants, customers and other users of the premises ("User Disposal Containers"). Such user disposal containers do not need to be provided in restrooms. If a commercial business does not generate, or has a waiver pertaining to, any of the materials that would be collected in one type of user disposal container, then the business does not have to provide that particular type of container in all areas where user disposal containers are provided. Pursuant to 14 CCR Section 18984.9(b), the user disposal containers provided by the business shall have either:
 - (1) A body or lid that conforms with the following container colors, with either lids conforming to these color requirements or bodies conforming to these color requirements, or both lids and bodies conforming to these color requirements: gray or black containers for garbage, blue containers for source separated recyclable materials, and green containers for source separated organic materials. Notwithstanding the foregoing, a commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the color requirements of this section prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first; or
 - (2) Container labels that include language or graphic images, or both, indicating the primary materials accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. The container labeling requirements are required on new containers commencing January 1, 2022.
- C. Excluding multi-family residential dwellings, to the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the recycling container, organics container, and garbage container collection service.

- D. Excluding multi-family residential dwellings, periodically inspect recycling containers, organics containers, and garbage containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers.
- E. Including multi-family residential dwellings with five (5) or more dwelling units, annually provide information to employees, contractors, tenants, building residents, and customers about organic waste recovery requirements and about proper sorting of organic materials and recyclable materials. A copy of such instructions shall be provided to the authorized collector or City Manager, upon request.
- F. Including multi-family residential dwellings with five (5) or more dwelling units, provide information before or within fourteen (14) days of new occupation of the premises to new tenants and no less than fourteen (14) days before tenants move out of the premises, unless a tenant does not provide fourteen (14) or more days' notice to before moving out, that describes requirements to keep organic materials subject to collection in the organics container and recycling container separate from each other and from garbage, the location of containers, and the rules governing their use at the premises.
- G. Including multi-family residential dwellings with five (5) or more dwelling units, prominently post and maintain one or more signs where recyclable materials and/or organic waste are collected and/or stored that set forth what materials are required to be source separated, in addition to collection procedures for such materials.
- H. Commercial businesses that are commercial edible food generators, as defined in Section 12.24.010 shall comply with commercial edible food generator requirements, pursuant to Section 12.24.250.

12.24.050 Mechanical garbage disposal.

Notwithstanding the foregoing provisions, an occupant of any premises, or an owner of any regularly and duly installed mechanical garbage disposal or grinder, as defined in this chapter, may dispose of his or her ~~garbage-organic materials~~ by the use of the mechanical garbage disposal or grinder, but shall nonetheless be required to use or take regular ~~garbage-solid waste collection~~ service on at least a weekly basis. [Ord. 1049 § 1, 1989.]

12.24.060 Waivers.

- A. Pursuant to 14 CCR Section 18984.11, the City may grant waivers to commercial businesses for physical space limitations and/or de minimis volumes. Commercial businesses seeking a waiver shall submit their request in a form specified by the City Manager. After reviewing the waiver request, and after an on-site review, if applicable, the City Manager may either approve or deny the following waiver requests:
 - 1. De Minimis Waivers: The City may waive a commercial business' obligation to comply with some or all the organic materials collection service requirements of section 12.24.030 and section 12.24.040 if the commercial business meets the following requirements:
 - a. Submits an application specifying the type of waiver requested and provides documentation as described below.
 - b. Provides documentation that either:
 - i. The commercial business receives two or more cubic yards of weekly solid waste collection service (including garbage, recyclable material and organic materials) and disposed organic materials subject to collection comprises less than 20 gallons per week of the business' total weekly solid waste volume; or
 - ii. The commercial business receives less than two cubic yards of weekly solid waste collection service (including garbage, recyclable material and organic materials) and disposed organic materials subject to collection comprises less than 10 gallons per week of the business' total weekly solid waste volume.

- A-B. _____ Empty all ~~garbage receptacles~~containers in the City at least once each week, and in addition thereto as often as may be requested by the owner or occupant except for Sundays, or as may be necessary to dispose of all garbage, organic materials and recyclable materials as provided for in this chapter;
- B-C. _____ Use only such ~~receptacles~~containers and vehicles over the streets for the hauling of garbage as are watertight, and the authorized collector shall not permit any ~~garbage, waste or refuse~~solid waste to fall or remain upon any street in the City;
- C-D. _____ Dispose of all garbage-solid waste in a lawful manner outside the boundaries of the City;
- E. _____ All ~~receptacles~~containers and vehicles used by the collector in the hauling of garbage shall be kept in a clean and sanitary condition. [Ord. 1049 § 1, 1989.]
- D-F. The authorized collector shall give written notice to the City Manager of the address of any occupied premise within the city which is not subscribing to the collection and disposal service provided by the authorized collector.

12.24.070090 Disposal.

Garbage, organic materials and recyclable materials shall be collected and disposed of only as provided for in this chapter, and it is unlawful for any person to burn, bury, throw away, carry over any street, or otherwise dispose of garbage, organic materials or recyclable materials contrary to the provisions of this chapter. [Ord. 1049 § 1, 1989.]

~~12.24.080 — Permission required for burning.~~

~~Any person may dispose of accumulation of leaves, papers, chips, grass, brush or other dry weeds by removal by other than the official garbage collector or by burning the same, but then only upon permission of the Fire Chief of the City or his or her authorized representative. [Ord. 1049 § 1, 1989.]~~

12.24.090100 Cans or receptacles Containers – Placement.

- A. No ~~refuse receptacles~~containers other than those owned by the City shall be placed or kept in or on any public street, sidewalk, footpath, or any public place whatsoever, but instead shall be placed on the premises so as to be easily accessible for removing and emptying by the authorized collector.
- B. Notwithstanding subsection A of this section, garbage, organic materials and recyclable materials from business premises in the central commercial zoning district may be placed for collection on Bridgeway and on Princess Street in ~~receptacles~~containers and at such times of day and days of the week as approved by the City. No such ~~receptacle~~container shall be placed on the sidewalk without first having obtained a permit from the City Manager or his or her designee. [Ord. 1049 § 1, 1989.]

12.24.100110 Placing refuse-solid waste from private property in City-owned ~~receptacles~~containers prohibited.

It is unlawful for any person to place or cause to be placed in any ~~refuse receptacle~~container owned by the City, and located upon public streets or in public places, any refuse-solid waste originating within or upon any private property. [Ord. 1049 § 1, 1989.]

12.24.110120 Unlawful collection.

It is unlawful for any person, except the authorized collector, or the authorized agents and employees thereof, to collect garbage, organic materials and recyclable materials from within the City. [Ord. 1049 § 1, 1989.]

12.24.120130 Dead animals.

~~Dead animals weighing less than 10 pounds may be disposed of by placing the same in garbage receptacles.~~ Dead animals ~~over the weight~~ must be disposed of in a lawful manner by the owner thereof outside the boundaries of the City per Section 6.04.195 of this municipal code. Should any owner fail or refuse to so dispose of the dead animal,

then the City may do so and collect the charge or cost therefor from the owner thereof, and it shall be the duty of the owner to pay the cost or charge forthwith on being notified of the amount thereof. [Ord. 1049 § 1, 1989.]

12.24.130140 Contract.

A. The City Council, with or without inviting bids therefor, may enter into a contract with any responsible individual, firm or corporation for the collection, removal and disposal of ~~garbage-solid waste~~ collected and accumulated within the City, under such terms and conditions as may be prescribed by the City Council, and the right to make such collection shall be exclusive to the contractor, who shall be designated as the authorized collector under the provisions of this chapter. [Ord. 1049 § 1, 1989.]

B. The City's authorized collector providing residential, commercial, or industrial organic materials collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect organic materials:

a. Through written notice to the City annually on or before January 1, 2022, identify the facilities to which they will transport organic materials including facilities for source separated recyclable materials and source separated organic materials.

b. Transport source separated recyclable materials and source separated organic materials to a facility, operation, activity, or property that recovers organic materials as defined in 14 CCR, Division 7, Chapter 12, Article 2.

a-c. Obtain approval from the City to haul organic materials, unless it is transporting source separated organic materials to a community composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1.

12.24.140150 Minimum requirements and hours of collection.

The provisions of this chapter shall be the minimum requirements for the protection of the public health, safety, convenience and general welfare; provided, however, no garbage pickup service shall be made between the hours of 7:00 p.m. and 6:00 a.m. [Ord. 1049 § 1, 1989.]

12.24.150 Answering service required.

~~The official garbage collector for the City shall at all times maintain an answering service within the boundaries of the City limits, where he or his agent or representative can be reached by telephone during regular business hours. [Ord. 1049 § 1, 1989.]~~

12.24.160 Collector responsibility—Insurance requirements.

~~The garbage collector contracted with, in accordance with the provisions hereof, shall be considered as, and shall be, an independent contractor and shall be responsible to the City for the result of his work to be done, but shall act under his own directions as to the manner of performing his work; and he shall keep himself and all of his employees insured against all liability under California workers' compensation and insurance laws and against public liability and property damage (including all such liability for use or operation of motor vehicles used in the performance of work under the terms hereof). Such public liability insurance shall cover both the garbage collector and the City, its officers, officials and employees, and shall be to the extent and in such amounts as are required by the City regarding death or injury and property damage. The insurance shall extend to both the garbage collector and the City. Evidence of such insurance shall at all times be filed with the City. [Ord. 1049 § 1, 1989.]~~

12.24.170 Corporate surety bond and annual fee required of collector.

~~The person to whom such contract shall be awarded shall file with the City a corporate surety bond for the faithful performance of the contract in the sum of \$5,000. The collector shall pay to the City an annual fee to be established in the contract between the City and the collector. [Ord. 1049 § 1, 1989.]~~

12.24.1680 Exceptions.

- A. With the exception that the sanitary requirements hereof must be complied with, the provisions hereof shall not apply to persons collecting dead animals, bones or meat scraps for tallow plants, or industrial wastes. [Ord. 1049 § 1, 1989.]
- B. Nothing in this chapter limits the right of any person to donate, sell, or otherwise remove their recyclable materials so long as the removal otherwise complies with the provisions this chapter.
- C. Organic materials may be fed to animals on the premises where such organic materials is produced, provided that the premises are always kept in a sanitary condition to the satisfaction of the City Manager; and provided further that the keeping and feeding of such animals shall at all times conform to the Applicable Law including applicable regulations of those entities governing the same now in force or which thereafter may be enacted or promulgated.
- A.D. Organic materials may be used in on-site composting, or community composting, or other composting operation, pursuant to 14 CCR Section 18984.9(c), provided that such operation conforms to the applicable regulations of those entities governing the same now in force or which thereafter may be enacted or promulgated.

12.24.1790 Right of City to terminate contract.

All conditions of the contract authorized by this chapter shall be deemed to be material. Failure to comply with any such conditions by the authorized collector shall be deemed a breach of the contract. Should the authorized collector neglect or fail to perform any of the conditions of the contract, the City Council shall have the right to declare the contract terminated. [Ord. 1049 § 1, 1989.]

12.24.18200 City actions upon breach or default of authorized collector.

In the event of termination of the contract for breach or default of the authorized collector, the City shall have the right to forthwith take possession of and use for garbage-solid waste collection purposes all trucks and other equipment of the authorized collector used in the performance of the contract. The City shall have the right to retain possession of and use for garbage-solid waste collection purposes such trucks and equipment until other arrangements can be made by the City for collection and disposal of garbage-solid waste from within the City. The City shall have access to the authorized collector's records for the purpose of billing and shall retain all fees received for the period during which the City is providing service. [Ord. 1049 § 1, 1989.]

12.24.210190 Service complaints.

Service complaints shall be directed initially to the authorized collector. ~~He~~The authorized collector shall supply the City with copies of all complaint reports and information as to their disposition. [Ord. 1049 § 1, 1989.]

12.24.2020 Certified annual audit required – City right to inspect authorized collector records.

The authorized collector shall provide the City with a certified annual audit of gross receipts for the fiscal period from July 1st to June 30th of each year that the contract is in effect. The City may specify the form and detail of the audit and may inspect the financial records of the collector at all reasonable times for any purpose relevant to the performance or enforcement of the contract. [Ord. 1049 § 1, 1989.]

12.24.210 Commercial Edible Food Generator requirements.

- A. Tier one commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and Tier two commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- B. Operators of a large venue or large event (as defined in 14 CCR 18982(a)(38)) that are not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

C. Commercial edible food generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
2. Contract with or enter into a written agreement with food recovery organizations or food recovery services for: (a) the collection of edible food for food recovery; or (b) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
4. Allow the City or designated enforcement agency to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR section 1891.3(b).
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557, as amended from time to time.

12.24.220 Food Recovery Organization and Food Recovery Services requirements.

- A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
 1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
 2. The quantity in pounds of edible food collected from each commercial edible food generator per month.
 3. The quantity in pounds of edible food transported to each food recovery organization per month.
 4. The name, address, and contact information for each food recovery organization that the food Recovery Service transports edible food to for food recovery.
- B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each commercial edible food generators from which the organization receives edible food.
 2. The quantity in pounds of edible food received from each commercial edible food generator per month.
 3. The name, address, and contact information for each food recovery service that the organization receives edible food from for food recovery.
- C. Food recovery organizations and food recovery services that have their primary address physically located in the city and contract with or have written agreements with one or more commercial edible food generators pursuant to 14 CCR Section 18991.3(b) shall annually report to the City it is located in the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than April 1.
- D. Food recovery services and food recovery organizations shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the City and its commercial edible food generators. A food recovery service or food recovery organization contacted by the City shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the City.

12.24.230 Community composting operators- reporting requirements.

- A. Community composting operators, upon the City's request, shall provide information to the City to support organic materials capacity planning, including, but not limited to, an estimate of the amount of organic materials anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

12.24.240 Inspections.

- A. The City Manager, authorized collector, or designee is authorized to conduct any inspections, remote monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to the provisions of the authorized collector's franchise agreement and applicable laws. This may include inspections and investigations, at random or otherwise, of any collection container, collection vehicle load, or transfer, processing, or disposal facility to confirm compliance with this chapter and the provisions of the franchise agreement, subject to applicable laws. This section does not allow entry in a private residential dwelling unit for inspection. For the purposes of inspecting collection containers for compliance, the City Manager or authorized collector may conduct container inspections for prohibited container contaminants using remote monitoring, and generators shall accommodate and cooperate with the remote monitoring.
- B. A Person subject to the requirements of this chapter shall provide or arrange for access during all inspections (with the exception of a private residential dwelling unit) and shall cooperate with the City Manager or authorized collector during such inspections and investigations. Such inspections and investigations may include confirmation of proper placement of materials in collection containers, inspection of edible food recovery activities, review of required records, or other verification or inspection to confirm compliance with any other requirement of this chapter. Failure to provide or arrange for: (i) access to the premises; (ii) installation and operation of remote monitoring equipment, if a remote monitoring program is adopted; or (iii) access to records for any inspection or investigation is a violation of this chapter and may result in penalties.
- C. Any records obtained by the City Manager, authorized collector, or designee, during inspections, investigations, remote monitoring and other reviews shall be subject to the requirements and applicable disclosure exemptions of the California Public Records Act as set forth in Government Code Section 6250 et seq.
- D. The City, authorized collector or designee shall accept written complaints from persons regarding an entity that may be potentially non-compliant with this chapter.

12.24.2530 Penalty for violation.

~~Any person violating any of the provisions of this chapter is guilty of an infraction as provided in Section 19.6 of the Penal Code, and upon conviction thereof shall be punished by a fine of not more than \$50.00 for the first offense and for a second or subsequent offense by a fine of not more than \$100.00.~~

Commented [R39]: CAO – would you like to have a separate section for penalties in this chapter, or just use the existing administrative penalty section of your code?

- ~~A. Any violation of this chapter may be enforced as a nuisance, infraction, misdemeanor, or by any remedy available to the city under this code, or under state law.~~
- ~~B. Enforcement Actions under this chapter may include issuance of an administrative citation and assessment of a fine. The city's procedures on imposition of administrative citations and fines as contained in Chapter 1 shall govern the imposition, enforcement, collection, and review of administrative citations and fines issued to enforce this chapter and any rule or regulation adopted pursuant to this chapter. Any section of this chapter may be enforced by Community Development Department, or such other department as may be designated by the City Manager, if agreed to, by the City's designated Enforcement Agency.~~
- ~~C. A violation may be punishable by:
 - ~~1. A fine not exceeding one hundred dollars for a first violation;~~
 - ~~2. A fine not exceeding two hundred dollars for a second violation of the same provision of this code within any twelve consecutive month period;~~
 - ~~3. A fine not exceeding five hundred dollars for each additional violation of the same provision of this code within any twelve consecutive-month period. Any citation issued after the issuance of a third citation or violation of the same provision of this code within any twelve consecutive-month period may be charged as a misdemeanor pursuant to the provisions of Chapter 1.42 of this code.~~~~
- ~~D. Other remedies allowed by law may be used, including civil action. The city may pursue civil actions in the California courts to seek recovery of unpaid administrative citations, and fines. The city may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.~~

~~In addition to other penalties, the violation of any provisions of this chapter is a nuisance, subject to abatement.~~

~~This chapter shall be primarily enforced by the Community Development Department or such other department as may be designated by the City Manager. [Ord. 1113 § 2, 1995; Ord. 1054 § 10, 1990; Ord. 1049 § 1, 1989.]~~

12.24.2640 Constitutionality.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the chapter. The City Council declares that it would have passed this chapter, and each sentence, clause and phrase thereof, irrespective of the fact that one or more other sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional. [Ord. 1049 § 1, 1989.]



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 F 213.626.0078
 Fed. I.D. No. 95-3292015

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CITY OF MILL VALLEY
 ALAN PIOMBO, CITY MANAGER
 26 CORTE MADERA AVENUE
 MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

			Hours	Fees
02/02/22	GIK	REVIEW E-MAIL FROM MS. ROGERS AND MS. STAUDE REGARDING ADOPTION OF NEW MV REFUSE RATES (SB 1383)	.20	\$48.00
02/10/22	RDH	REVIEW CORRESPONDENCE REGARDING SB 1383 ORDINANCE	.20	\$48.00
02/10/22	GIK	EXCHANGE E-MAILS REGARDING SB 1383 ORDINANCE AND FOLLOW UP WITH MS. O'SULLIVAN REGARDING SAME	.50	\$120.00
02/12/22	GIK	EXCHANGE E-MAILS REGARDING SB 1383 ORDINANCE REVIEW	.20	\$48.00
02/12/22	CEO	CORRESPONDENCE WITH MS. KHALSA REGARDING SB 1383 ORDINANCE	.20	\$48.00
02/14/22	RDH	REVIEW CORRESPONDENCE REGARDING SB 1383 ORDINANCE	.10	\$24.00



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CITY OF MILL VALLEY
 ALAN PIOMBO, CITY MANAGER
 26 CORTE MADERA AVENUE
 MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

			Hours	Fees
02/14/22	GIK	REVIEW E-MAILS REGARDING SB 1383 ORDINANCE UPDATE AND REVIEW	.20	\$48.00
02/16/22	CEO	REVIEW SB 1383 ORDINANCE	2.00	\$480.00
02/17/22	RDH	PREPARE FOR AND ATTEND TELEPHONE CONFERENCE WITH MS. O'SULLIVAN, MS. KHALSA, MS. WILSON, MS. STAUDE, MS. JOHNSON AND MR. KELLY REGARDING SB 1383 ORDINANCE	.90	\$216.00
02/17/22	RDH	REVIEW CORRESPONDENCE AND TELEPHONE CONFERENCE WITH MS. O'SULLIVAN REGARDING NOTICE REQUIREMENTS FOR SB 1383	.40	\$96.00
02/17/22	GIK	REVIEW E-MAILS AND MEMORANDUM REGARDING SB 1383 COMPLIANCE	.50	\$120.00
02/17/22	CEO	CONFERENCE CALL REGARDING SB 1383 ORDINANCE AND RELATED FOLLOW UP	1.00	\$240.00
02/18/22	CEO	REVIEW AND EDIT SB 1383 ORDINANCE	3.60	\$864.00



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CITY OF MILL VALLEY
 ALAN PIOMBO, CITY MANAGER
 26 CORTE MADERA AVENUE
 MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

			Hours	Fees
02/21/22	CEO	REVIEW AND EDIT SB 1383 ORDINANCE	5.30	\$1,272.00
02/22/22	RDH	REVIEW AND REVISE SB 1383 ORDINANCE	2.30	\$552.00
02/22/22	CEO	REVIEW AND EDIT SB 1383 ORDINANCE	1.50	\$360.00
02/23/22	RDH	REVIEW REVISED SB 1383 ORDINANCE; TELEPHONE CONFERENCE WITH MS. O'SULLIVAN REGARDING SB 1383 ORDINANCE	.90	\$216.00
02/23/22	CEO	REVIEW AND EDIT SB 1383 ORDINANCE	4.90	\$1,176.00
02/24/22	RDH	TELEPHONE CONFERENCES WITH MS. O'SULLIVAN REGARDING SB 1383 ORDINANCE	.30	\$72.00
02/24/22	GIK	ATTEND MEETING REGARDING SB 1383	1.10	\$264.00
02/24/22	CEO	CONFERENCE CALL WITH STAFF AND WASTE CONSULTANT REGARDING DRAFT CHANGES; REVIEW AND EDIT SB 1383 ORDINANCE TO IMPLEMENT CHANGES DISCUSSED ON CONFERENCE CALL; REVIEW STAFF REPORT	4.40	\$1,056.00



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CITY OF MILL VALLEY
 ALAN PIOMBO, CITY MANAGER
 26 CORTE MADERA AVENUE
 MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

			Hours	Fees
02/25/22	RDH	REVIEW CORRESPONDENCE REGARDING SB 1383 ORDINANCE	.10	\$24.00
02/25/22	GIK	REVIEW E-MAILS REGARDING SB 1383 ORDINANCE; CONFER WITH MS. O'SULLIVAN REGARDING SAME	.20	\$48.00
02/25/22	CEO	FINALIZE SB 1393 ORDINANCE AND COMMENTS TO STAFF REPORT; CORRESPONDENCE WITH STAFF REGARDING SB 1383 ORDINANCE AND PROCUREMENT POLICY	.40	\$96.00
02/28/22	PMT	RESEARCH, ANALYZE AND DRAFT ADVICE LETTERS AND ORDINANCES TO IMPLEMENT SB 1383 AND NEW STATE REGULATIONS CONCERNING ORGANIC WASTE RECYCLING	.30	\$72.00
Total Hours and Legal Fees			31.70	\$7,608.00



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CITY OF MILL VALLEY
 ALAN PIOMBO, CITY MANAGER
 26 CORTE MADERA AVENUE
 MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

Timekeeper Summary

Timekeeper	Hours Worked	Rate Per Hour	Fee Amount
PM THORSON	0.30	\$240.00	\$72.00
RD HARRIS	5.20	\$240.00	\$1,248.00
GI KHALSA	2.90	\$240.00	\$696.00
CE O'SULLIVAN	23.30	\$240.00	\$5,592.00
Totals	31.70	\$240.00	\$7,608.00



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CITY OF MILL VALLEY
ALAN PIOMBO, CITY MANAGER
26 CORTE MADERA AVENUE
MILL VALLEY, CA 94941

April 26, 2022

Re: 12219-0001 SB 1383 ORDINANCE

For professional services rendered through February 28, 2022:

Current Legal Fees	\$7,608.00
Current Client Costs Advanced	<u>\$0.00</u>
TOTAL CURRENT FEES AND COSTS.....	<u>\$7,608.00</u>

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE TO

RICHARDS, WATSON & GERSHON
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Marin City Community Services District

2. Reimbursement request amount: \$ 514.58

3. Description of activities:
Purchase of recycle bins
Receipts are attached

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org
6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

Remit To:

FISHMAN SUPPLY CO.
 PO BOX 750279
 PETALUMA, CA 94975-0279

Fishman



A BradyIFS Company

Invoice

Invoice# 1350553

Invoice Date 04/25/2022

Page# 1

1345 Industrial Ave. * Petaluma, CA * 94952
 Ph 707-763-8161 * Fax 707-763-7352 * Toll Free 800/675-7750
 www.fishmansupply.com

Sold To 15792
MARIN CITY COMMUNITY SERVICE DISTRICT PO BOX 366 SAUSALITO, CA 94966

Ship To 15792
MARIN CITY COMMUNITY SERVICE DIS 640 DRAKE AVE MARIN CITY, CA 94965 Recycle Bins 415/332-1441

Purchase Order#	Order Date	Date Shipped	Rep	Shipped Via	Terms
366 W91951 T2800970 777	04/22/2022	04/25/2022	63	Fishman 3	NET 30 DAYS

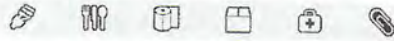
Ordered	Shipped	B / O	Unit	SKU#	Description	Price	Extended	Tx
8	5	3	EA	94322	8823-BL ~ DELAMO SLIM MO TRASH CAN 23GAL BLUE 4/CS RECTANGULAR WALL HUGGING TRASH CONTAINER	40.80	204.00	T
1	0	1	EA	96021	8823-GRN ~ DELAMO SLIM MO TRASH CAN 23GL GREEN 4/CS	40.80	0.00	T
2	2	0	CS	1496	VALH3340N11 ~ S334011N ~ LINER 33x40 11MIC CLEAR HI-D 500/CS **NEW BOX WILL BE SERENADE**	50.88	101.76	T
1	1	0	EA	38539	FUEL AND ENERGY SURCHARGE dsfsdf	7.50	7.50	T

Anita

Anita

Sub-Total	313.26
Freight/Charges	0.00
Sales Tax 8.0000	25.06
Invoice Total	338.32

Terms & Conditions: Net 30 Days unless otherwise stated above. Invoices past 30 days may be subject to a service charge. We want you to be pleased with everything you purchase from us. You may return all STOCK merchandise without restocking fee within 60 days of purchase, as long as it is in its original packaging and in sell-able condition. Special order items may only be returned with prior authorization and or subject to a 25% restocking fee and applicable return freight charges.



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1345 Industrial Ave. * Petaluma, CA * 94952
 Ph 707-763-8161 * Fax 707-763-7352
 Toll Free 800/675-7750 * www.fishmansupply.com

Order Confirmation

Order# 1350553.1
 Order Date 04/22/2022
 Required Date 04/23/2022
 Page# 1

Sold To 15792
MARIN CITY COMMUNITY SERVICE DISTRICT PO BOX 366 SAUSALITO, CA 94966

Ship To 15792.1
MARIN CITY COMMUNITY SERVICE DIS 640 DRAKE AVE MARIN CITY, CA 94965 Recycle Bins 415/332-1441

Purchase Order# / References	Written By	Sales Rep
366 W91951 T2800970 777 Juanita Edwards	EDEL MOLINA	CHRIS PASQUIN

LN#	Ordered	Unit	SKU#	Description	Price	Extended	T
1	3	EA	94322	8823-BL ~ DELAMO SLIM MO TRASH CAN 23GAL BLUE 4/CS RECTANGULAR WALL HUGGING TRASH CONTAINER	40.80	122.40	T
2	1	EA	96021	8823-GRN ~ DELAMO SLIM MO TRASH CAN 23GL GREEN 4/CS dsfsdf	40.80	40.80	T

Sub-Total	163.20
Freight/Charges	0.00
Sales Tax 8.0000	13.06
Order Total	176.26

Terms & Conditions: Net 30 Days unless otherwise stated above. Invoices past 30 days may be subject to a service charge. We want you to be pleased with everything you purchase from us. You may return all STOCK merchandise without restocking fee within 60 days of purchase, as long as it is in its original packaging and in sell-able condition. Special order items may only be returned with prior authorization and or subject to a 25% restocking fee and applicable return freight charges.

FY 2021-22 Reimbursement Request Form - Compliance Reimbursement Fund

To obtain reimbursement, submit this form with information below no later than 5/2/22.

1. Agency Name: Tamalpais Community Services District

2. Reimbursement request amount: \$9,628

3. Description of activities:

TCS D worked with R3 Consulting Group.

The consultants provided assistance with developing ordinance and resolution to adhere to the requirements of SB1383.

4. Attach support documentation (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).

5. Email a PDF of this form and all support documentation to: compliance@zerowastemarin.org

6. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2022 with checks issued no later than June 30, 2022.

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 10640
Date 10/04/2021

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to September 30, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Senior Project Manager Debra Kaufman	7.50	205.00	1,537.50
Project Manager Rosemarie Radford	2.00	185.00	370.00
Task Subtotal:	9.50		1,907.50
Professional Fees subtotal	9.50		1,907.50
Total Invoice Amount Due			1,907.50

TAMALPAIS COMMUNITY SERVICES DISTRICT

38915

R3 Consulting Group					
Date	Type	Reference	Original Amt.	Balance Due	10/7/2021 Discount
10/4/2021	Bill	10640	1,907.50	1,907.50	Payment
				Check Amount	1,907.50

PAYMENT
RECORD

Transaction Account Solid Waste Consulting - SB1383 Ordinance & O

1,907.50

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 16078
Date 11/01/2021

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to October 31, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Senior Project Manager Debra Kaufman	8.00	205.00	1,640.00
Project Manager Rosemarie Radford	2.00	185.00	370.00
Task Subtotal:	10.00		2,010.00
Professional Fees subtotal	10.00		2,010.00
Total Invoice Amount Due			2,010.00

TAMALPAIS COMMUNITY SERVICES DISTRICT

38986

R3 Consulting Group			11/4/2021	
Date	Type	Reference	Original Amt.	Balance Due
11/1/2021	Bill	16078	2,010.00	2,010.00
				11/4/2021 Discount
				Payment
				2,010.00
				Check Amount
				2,010.00

PAYMENT
RECORD

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 16170
Date 12/02/2021

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to November 30, 2021

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Senior Project Analyst Lisa Coelho	2.00	165.00	330.00
Senior Project Manager Debra Kaufman	<u>7.50</u>	205.00	<u>1,537.50</u>
Task Subtotal:	9.50		1,867.50
Professional Fees subtotal	9.50		1,867.50
		Total Invoice Amount Due	<u>1,867.50</u>

TAMALPAIS COMMUNITY SERVICES DISTRICT

39044

R3 Consulting Group				12/4/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount
12/2/2021	Bill	16170	1,867.50	1,867.50	
				Check Amount	Payment
					1,867.50

PAYMENT
RECORD

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 16228
Date 01/04/2022

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to December 31, 2021

Professional Fees

Consulting Work

	Hours	Rate	Billed Amount
Senior Project Manager Debra Kaufman	7.00	205.00	1,435.00
Task Subtotal:	7.00		1,435.00
Total Invoice Amount Due			1,435.00

DATE: 1/7/22 ACCT#:

TAMALPAIS COMMUNITY SERVICES DISTRICT

39121

Date	Type	Reference	Original Amt.	Balance Due	1/12/2022 Discount	Payment
1/4/2022	Bill	16228	1,435.00	1,435.00		1,435.00
					Check Amount	1,435.00

PAYMENT
RECORD

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 117057
Date 02/02/2022

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to January 31, 2022

Professional Fees

Consulting Work

Senior Project Manager
Debra Kaufman

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
	6.00	205.00	1,230.00
Task Subtotal:	6.00		1,230.00

Total Invoice Amount Due 1,230.00

DATE: 2/8/22 **ACCT#:** _____

APPR: HR **AMT:** _____

S: _____

TAMALPAIS COMMUNITY SERVICES DISTRICT

39197

R3 Consulting Group		
Date	Type	Reference
2/2/2022	Bill	117057

Original Amt.
1,230.00

Balance Due
1,230.00

2/18/2022

Discount
Check Amount

Payment
1,230.00
1,230.00

PAYMENT
RECORD

Transaction Account Solid Waste Consulting - SB1383 Ordinance & O

1,230.00

R3

R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
916-782-7821

INVOICE

Tamalpais Community Services District
Attn: Heather Abrams
305 Bell Lane
Mill Valley, CA 94941

Invoice number 117217
Date 04/04/2022

121068 Tamalpais CSD - SB 1383 Ordinance and On-Call
For Services Rendered up to March 31, 2022

Professional Fees

Consulting Work

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Senior Project Manager			
Debra Kaufman	10.50	205.00	2,152.50
Rosemarie Radford	2.00	205.00	410.00
Project Manager			
Christine Wilson	0.50	185.00	92.50
Task Subtotal:	13.00		2,655.00
			2,655.00

TAMALPAIS COMMUNITY SERVICES DISTRICT

R3 Consulting Group
Date 4/4/2022 Type Bill Reference 117217

Original Amt.
2,655.00

Balance Due
2,655.00

4/7/2022
Discount
Check Amount

39315

Payment
2,655.00
2,655.00

PAYMENT
RECORD

Transaction Account Solid Waste Consulting - SB1383 Ordinance & O

2,655.00

TOWN OF ROSS

ORDINANCE NO. 711

AN ORDINANCE OF THE TOWN OF ROSS AMENDING MUNICIPAL CODE CHAPTER 6.12 (SOLID WASTE)

WHEREAS, state recycling law, Assembly Bill 939, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as subsequently amended from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their City to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, state recycling law, Assembly Bill 341 of 2011 places requirements on commercial and multi-family property owners to arrange for recycling services and on local governments to implement a commercial and multi-family solid waste recycling program; and

WHEREAS, state organics recycling law, Assembly Bill 1826 of 2014, requires commercial businesses and multi-family property owners or managers that generate a specified threshold amount of organic waste per week to arrange for recycling services for that organic waste; requires cities to implement a recycling program to divert organic waste from commercial businesses and multi-family premises subject to the law; and requires cities to report to CalRecycle on their progress in implementing an organic waste recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations adopted by CalRecycle place requirements on multiple entities including cities, counties, special districts, residential households, Commercial businesses and business owners, multi-family property owners or managers, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities, counties, and special districts that provide Solid Waste collection services jurisdictions to adopt and enforce an ordinance or other enforceable mechanisms to implement relevant provisions of SB 1383 regulations, including source separation requirements,

Now therefore, the Town Council of the Town of Ross does ordain as follows:

SECTION 1: Chapter 6.12 (Solid Waste) of the Ross Municipal Code is hereby repealed and replaced with Chapter 6.12 (Solid Waste) as fully set forth in Exhibit A.

SECTION 2: CEQA. The Town Council finds and determines that enactment of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA"), pursuant to

CEQA Guidelines Section 15308 (Actions by Regulatory Agencies for Protection of the Environment), in that the ordinance will strength requirements for handling of solid waste and shall result in reduction of short-term climate pollutants. The Town Council also considers the project exempt from review under the California Environmental Quality Act under the "common sense" exemption, CEQA Guidelines section 15061(b)(3)), since "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment."

SECTION 3: Inclusion in the Ross Municipal Code. It is the intention of the Ross Town Council that the additions, deletions and amendments in the sections above be made a part of the Ross Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section", "Chapter", or such other appropriate word or phrase to accomplish this intention.

SECTION 4. SEVERABILITY. If any article, section, subsection, subdivision, paragraph, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance or any part thereof. The Town Council of the Town of Ross hereby declares that it would have adopted each article, section, and sentence thereof, irrespective of the fact that any one or more of said provision be declared unconstitutional or invalid.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. The Town Clerk is directed to certify adoption of this ordinance and cause it to be published and posted in the manner required by law. This ordinance shall go into effect thirty (30) days after the date of its adoption.

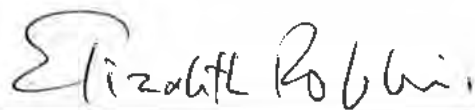
THE FOREGOING ORDINANCE was first read at a regular meeting of the Ross Town Council on the 4th day of November, 2021, and was adopted at a regular meeting of the Ross Town Council on the 9th day of December 2021 by the following vote:

AYES: Council Members Robbins, Brekhus, Kircher, Kuhl, McMillan

NOES:

ABSENT:

ABSTAIN:



Elizabeth Robbins, Mayor

ATTEST:



Linda Lopez, Town Clerk

Exhibit A

Chapter 6.12

SOLID WASTE

6.12.010 Purpose.

The purpose of this chapter is to prevent actual or potential public health hazards and nuisance within the town of Ross, Marin County, California, by regulating the accumulation, collection and disposal of solid waste, and to provide for the licensing and responsibilities of persons engaged therein. It is declared to be in the public interest that the accumulation, storage, and disposal of all such materials be handled in such a manner as to prohibit the harboring and breeding of rodents and insects, to reduce pollution of the air caused by burning, fermentation or putrefaction of such materials, to prevent the spread of disease, to reduce the hazards of fire, and to prevent unsightliness resulting in the depreciation of property values and the comfortable enjoyment of life. Nothing in this chapter shall prevent generators from self-hauling to an authorized solid waste facility as expressly permitted under this chapter, from utilizing a temporary debris box service, or from utilizing an employee or independent contractor to occasionally haul construction and/or demolition debris or for other occasional clean-up purposes consistent with section 6.12.250.

6.12.020 Intent.

It is further the intention of the town by this chapter to provide for the reduction, recycling, and resource recovery of solid waste generated within the town to the maximum extent feasible and as required by state law. Therefore, this chapter establishes and includes an approved solid waste collection service program for all persons in the town for the purpose of providing for the orderly and regular collection of solid waste.

6.12.030 Definitions.

As used in this chapter:

“Act” means the California Integrated Waste Management Act of 1989 (commencing with Section 40000 of the Public Resources Code), as amended, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), and as implemented by the regulations of CalRecycle.

"Authorized collector" means persons, firms or corporations collecting and delivering for disposal, recycling or processing solid waste (other than solid waste generated by a permitted building project) originating in the town and doing so under a contract or franchise agreement with the town.

“Bulky waste” means large items of solid waste such as appliances (white goods), e-waste (except for universal waste), furniture, tires, carpets, mattresses and similar large items, large auto parts, trees, branches, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods. It does not include abandoned vehicles or household hazardous waste.

“CCR” means the California Code of Regulations. CCR references in this chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“Collection” means to take physical possession of Solid Waste at, and remove from, the place of generation for transport to a solid waste facility or other recovery activity.

“Commercial business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling, or as otherwise defined in 14 CCR section 18982(a)(6). A multi-family dwelling that consists of fewer than (5) or more dwelling units is not a commercial business for the purposes of this Chapter.

“Commercial edible food generator” means a tier one or a tier two commercial edible food generator as defined in 14 CCR section 18982(a)(73) and (a)(74). Food recovery organizations and food recovery services are not commercial edible food generators.

“Community composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR section 17855(a)(4); or, as otherwise defined by 14 CCR section 18982(a)(8).

“Compost” means a mixture that consists largely of decayed organic matter and is used for fertilizing and conditioning land.

“Composting” means the process of controlled biological decomposition of organic waste.

“Construction and demolition debris” or “C&D” means used or discarded materials resulting from construction, renovation, remodeling, repair, demolition, excavation or construction clean-up operations on any pavement or structure.

“Container” or “collection container” means, for the purpose of this chapter, any bin, box or cart used for the purpose of holding solid waste for collection.

“Curbside program” means a recycling program which meets all of the following criteria:

- (1) The program picks up recyclable materials from individual residences.
- (2) The program is operated by, or pursuant to a contract with a town, county, or other public agency.
- (3) The program accepts empty beverage containers from consumers with the intent to recycle them but does not pay the redemption value or redemption bonus.

“Debris box” means any ten (10) to forty (40) cubic yard container, or any compactor provided by a solid waste generator, placed in the public right-of-way, on town property, private property, or elsewhere in the service area, which is procured by a solid waste generator for their use in the collection of their solid waste. Debris boxes are serviced by means of lifting the entire container, including all contents, onto a designated collection vehicle.

“Designated collection location” means the place where an authorized collector has contracted with either the local governing body or a private entity to pick up segregated, recyclable materials. This location will customarily be the curbside of a residential neighborhood or the service alley of a commercial (or multifamily) enterprise.

“Disposal” means the final disposition of solid waste at a solid waste facility permitted for disposal.

“Diversion” means activities reducing or eliminating the amount of solid waste from solid waste disposal, and which return these materials to use in the form of raw materials for new, reused, or reconstituted products, which meet the quality standards necessary for commercial use, or for other purposes of reuse.

“Dwelling unit” means one (1) or more rooms with internal access between all rooms, which provide complete independent living facilities for at least one (1) family, including provisions for living, sleeping, eating, cooking, bathing, and sanitary facilities. Cooking facilities for purposes of this chapter shall be defined as any combination of the following: sink, refrigerator, cupboard and/or storage, stove, oven (including microwave and convection).

“Edible food” means food intended for human consumption, or as otherwise defined in 14 CCR section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR section 18982(a)(18), edible food is not solid waste if it is recovered and not discarded. Nothing in this chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement action” means an action of the town to address non-compliance with this ordinance including, but not limited to, issuing administrative notices, citations, fines, penalties, or using other remedies.

“Food recovery organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities or as otherwise defined in 14 CCR section 18982(a)(25), including, but not limited to: a food bank as defined in Section 113783 of the Health and Safety Code; a nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and, a nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

“Food recovery service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter.

“Food waste” means food scraps and trimmings and other putrescible waste that result from food production, preparation, cooking, storage, consumption or handling. Food waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste and grain waste. Food waste does not include exempt waste.

“Garbage” means all non-recyclable packaging and putrescible waste generated on any premises within the town. Garbage does not include recyclable materials, organic materials, debris from construction and demolition, large items, e-waste, universal waste, hazardous waste, household hazardous waste or exempt waste.

“Generators” means a person or entity, including commercial generators and residential generators, that is responsible for the initial creation of organic materials, or as otherwise defined as “organic waste generator” in 14 CCR section 18982(a)(48).

“Hauler” means a person who collects material from a generator and delivers it to a reporting entity, end user, or a destination outside of the state. “Hauler” includes public contract haulers, authorized collectors, food waste self-haulers, and self-haulers. A person who transports material from reporting entity to another person is a transporter, not a hauler.

“Organic material” or “organic waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food waste, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR section 18982(a)(46). “Organic material processing facility” means any facility selected by the authorized collector that is approved by the town, or specifically designated by the town, operated and legally permitted for the purpose of receiving and processing organic materials.

"Person" means any person or persons, firm, association, corporation, or other entity acting as principal, agent or officer, servant or employee, for themselves or for any other person, firm, or corporation..

"Premises" includes a tract or parcel of land with or without habitable buildings or appurtenant structures. For purposes of this chapter the word premises includes residential and commercial uses of the land, whether owned, leased, rented or subrented, including every dwelling house, dwelling unit, apartment house or multiple-dwelling building, trailer or mobile home park, store, restaurant, rooming house, hotel, motel, office building, department store, manufacturing, processing or assembling shop or plant, warehouse and every other place or premises where any person resides, or any business is carried on or conducted within the town.

"Prohibited container contaminants" means (1) discarded materials placed in the designated Recyclables container that are not identified as acceptable source separated recyclables for the authorized collector's designated recyclables collection container; (2) discarded materials placed in the designated organic materials collection container that are not identified as acceptable source separated organic materials for the authorized collector's designated organic materials collection container; and (3) discarded materials placed in the garbage container that are acceptable source separated recyclables and/or source separated organic materials to be placed in authorized collector's designated organic materials collection container and/or designated recyclables collection container and, and (4) excluded waste placed in any container.

"Recyclable (source separated) materials" means any material designated to be separated from the waste stream for purposes of recycling, as designated by the authorized collector. "Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code section 40201. "Residential" means, for the purposes of this chapter, any premise consisting of between one (1) and four (4) dwelling units, and onsite domestic uses accessory to these dwelling units. A multi-family dwelling that consists of fewer than (5) dwelling units is residential, for the purposes of this chapter.

"Resource recovery" means the reclamation or salvage of wastes for reuse, conversion to energy or recycling .

"Self-haul" means a person who hauls solid waste, organic waste or recovered material they have generated to another person. A self-hauler also includes a person who back-hauls waste as defined in 14 CCR section 18982(a)(66).

"Solid waste" has the same meaning as defined in Public Resources Code Section 40191, which defines solid waste as all putrescible and nonputrescible solid and semisolid wastes, including garbage, recyclable materials, organic materials, demolition and construction wastes, bulky waste, discarded home and industrial appliances, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes with the exception that Solid Waste does not include any of the following wastes: (1) hazardous waste, as defined in the Public Resources Code Section 40141, (2) radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code) and (3) medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Recyclable materials and organic materials are a part of solid waste.

"Solid waste collection service" means a business enterprise in any form that obtains or receives solid waste from a commercial generator, residential generator, or other non-residential

establishment for the primary purpose of removal, or hauling such material for ultimate disposal or recycling.

“Solid waste facility” means a solid waste transfer or processing station including material recovery facilities, a composting facility, a gasification facility, a transformation facility, an Engineered Municipal Solid Waste conversion facility, and a disposal facility. Solid waste facility also includes a solid waste operation that may be carried out pursuant to an enforcement agency notification, as provided in regulations adopted by CalRecycle, or otherwise set forth in the Act.

“Source separate” means the process of removing recyclable materials and organic materials from solid waste at the place of generation, prior to collection, and placing such materials into separate containers designated for recyclable materials and organic materials, or as otherwise defined in 14 CCR section 17402.5(b)(4).

“Source reduction” means any action which causes a net reduction in the generation of solid waste. Source reduction includes, but is not limited to, reducing the use of nonrecyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce the amount of wastes that generator produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. Source reduction does not include steps taken after the material becomes solid waste or actions which would impact air or water resources in lieu of land, including, but not limited to, transformation.

“Tier one commercial edible food generator” means a commercial edible food generator that is one of the following as defined in 14 CCR Section 18982(a): supermarket with gross annual sales of \$2,000,000 or more; grocery store with a total facility size equal to or greater than 10,000 square feet; food service provider, which means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations; wholesale food vendor, which means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination; or food distributor, which means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores.

“Tier two commercial edible food generator” means a commercial edible food generator that is one of the following: restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; hotel with an on-site food facility and 200 or more rooms; health facility with an on-site food facility and 100 or more beds; or large venue, which means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this chapter, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

“Town manager” means the town manager of the town of Ross, or the town manager’s designee.

6.12.040 General--Prohibited accumulation and disposal.

- A. It is unlawful for any person to keep, deposit, bury, burn, or dispose of any solid waste, except as in this chapter is provided, in or upon any private property, public street,

alley, sidewalk, gutter, park or upon the banks of or within any stream or creek in said town, or in or upon any of the waters thereof.

- B. It is unlawful for any person to place or caused to be placed in any public receptacle owned or rented by the town and located upon public streets or in public places, any solid waste originating within or from any private property.
- C. No person shall dump, place or bury in any lot, land or street or alley within the town any solid waste, except for at a solid waste facility properly permitted under the Act. This section shall not be construed to prohibit individuals from composting organic matter provided the composting is not conducted in a manner constituting a nuisance.
- D. No person owning or occupying any building, lot or premises within the town shall allow any solid waste to accumulate or remain in or upon said building, lot or premises, except in accord with the provisions of this chapter. Accumulations of solid waste shall not be permitted to constitute a public nuisance. The owner, occupant, or manager of any premises, business establishment, industry, or other property, vacant or occupied, shall be responsible for the safe and sanitary storage of all solid waste accumulated on the property. The owner, occupant, or manager of any premises shall ensure that collection containers shall be filled in a manner that prevents the contents from overflowing and allows the cover to fit securely. The owner, occupant, or manager of any premises shall ensure that collection containers for solid waste are available on the premises that are of an adequate size and of sufficient numbers to contain, without overflowing, all the solid waste that a premise generates between periods of collection or disposal. It shall be the responsibility of the owner of any building, lot, or premises to notify the authorized collector promptly when necessary to increase solid waste collection service in order to prevent solid waste from overflowing existing containers. If the town manager determines that inadequate service causes a public nuisance or health problem any premises, the town manager may require the owner, occupant or manager of the premises to increase collection service from the authorized collector immediately upon notice.
- E. No person shall burn solid waste within the town.

6.12.050 Transportation of solid waste.

No person shall move, convey or transport or cause or permit to be moved, conveyed or transported any solid wastes upon or along any public street or alley or other public place in the town except the authorized collector; provided, however, the provisions of this section shall not apply to any person conveying solid waste collected outside the town nor to any person employed by the town who shall be assigned to the work of solid waste removal while acting within the scope of their employment or to any person or entity with whom the town has contracted or may hereafter contract for the collection, removal, or disposal of solid waste or to any employee of such contractor during such time as such contract shall be in force. Nor shall this section be deemed to prohibit an individual from exercising their rights to self-haul solid waste to solid waste facilities and other locations pursuant to this chapter, and nor the right to divert recyclable material or organic materials so long as the diversion otherwise complies with this chapter.

6.12.060 Obligation of solid waste collection service.

- A. Except as otherwise provided by this chapter, each property owner, occupant or tenant of any premises shall subscribe for solid waste collection service with the authorized

collector. The owner, tenant or occupant of each premises shall ensure that such premises is subscribed for solid waste disposal services from the authorized collector within 7 days of the occupancy of the premises, or apply for a self-haul permit pursuant to this chapter.

- B. Subscribers, including residential and commercial subscribers, shall arrange from the authorized collector for a size, quantity and collection frequency of collection containers to adequately store all solid waste generated in connection with the premise between the times designated for collection service. The town shall have the right to review the number and size of such collection containers to evaluate the adequacy of capacity provided for each type of collection service and to review the separation and containment of materials. Generators shall adjust service levels for their collection services as requested by the town manager in order to meet the standards set forth in this chapter.
- C. Each owner, occupant or tenant of a premises subscribed to collection services shall place source separated organic materials, including food waste, in the organic materials collection container; place source separated recyclable materials in the recyclable material collection container; and place garbage in the approved garbage collection container. Generators shall not place prohibited container contaminants into the garbage collection container, organic materials collection container or recyclable material collection container. A mandatory obligation is imposed on each person occupying any premises to separate and recycle all recyclable material and organic materials from the garbage generated on the premises.
- D. The authorized collector shall give written notice to the town of the address of any occupied premises within the town which is not subscribing to the collection and disposal service provided by the authorized collector.

6.12.070 Commercial generator requirements.

- A. Each owner, operator, or manager of a commercial premises shall ensure the proper separation of solid waste generated on such premises, as required by the authorized collector, by placing each type of material in designated collection containers, and ensure that employees, contractors, volunteers, customers, visitors, and other persons on-site follow source separation requirements related to solid waste as required by the authorized collector. Each owner, operator, or manager of a commercial business, except for multifamily dwellings, shall prohibit employees from placing materials in a container not designated for those materials, and shall periodically inspect containers for organic waste and inform employees of requirements to ensure such containers are only used for organic waste.
- B. Each owner, operator, or manager of a commercial premises shall supply an adequate number, size, and location of collection containers with sufficient labels or colors designating the appropriate material for deposit in accordance with source separation requirements of the authorized collector for the employees, contractors, tenants, and customers of the commercial premises.
- C. Each owner, operator, or manager of a commercial premises shall annually provide information to employees, contractors, tenants, and customers about organic materials recovery requirements and about proper sorting of solid waste.

- D. Each owner, operator, or manager of a commercial premises shall provide educational information within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep source separated organic materials and source separated recyclable materials separate from garbage and the location of collection containers and the rules governing their use at each property.
- E. Each owner, operator, or manager of a commercial premises shall cooperate with the authorized collector's monitoring program for inspection of the contents of containers for prohibited container contaminants, to evaluate generator's compliance.
- F. Each owner, operator, or manager of a commercial business, except for multifamily dwellings, shall provide containers meeting the requirements of 14 CCR section 18984.9 for the collection of source separated organic materials and source separated recyclable materials in all indoor and outdoor areas where garbage disposal containers are provided for customers, for materials generated onsite. Such containers do not need to be provided in restrooms. If a commercial generator does not generate any of the materials that would be collected in one type of collection container, then it is not required to provide that type of container in all areas where disposal collection containers are provided for customers.
- G. Commercial generators that are commercial edible food generators, as defined in Section 6.12.030, shall comply with commercial edible food generator requirements, pursuant to Section 6.12.110.
- H. If a commercial generator self-hauls, the commercial generator shall meet the self-haul requirements in Section 6.12.100 of this chapter.

6.12.090 Waivers.

- A. The town manager may grant waivers of organics collection requirements under this chapter to a commercial businesses based on physical space limitations and/or de minimis volume generated at such commercial business. Commercial businesses seeking a waiver shall submit their request in a form specified by the town manager. After reviewing the waiver request, and after an on-site review, if applicable, the town manger may either approve or deny the following waiver requests. Anyone granted a waiver shall provide written verification of eligibility for a waiver at least every five years, and shall notify the town if circumstances change such that they are no longer eligible for such waiver, in which case waiver will be rescinded.
- B. De Minimis Waivers: The town manager may waive a commercial business' obligation to comply with some or all the requirements of Section 6.12.070 if the commercial business meets the following requirements:
 - 1. Submit an application, with any application fee which established by resolution of the City Council, specifying the type of waiver requested and provide documentation as described below.
 - 2. Provide documentation that either:
 - a. The commercial business receives two or more cubic yards of weekly solid waste collection service (including garbage, recyclable material and organic materials) and organic materials subject to collection

comprises less than 20 gallons per week of the business' total weekly solid waste volume; or

b. The commercial business receives less than two cubic yards of weekly solid waste collection service (including garbage, recyclable material and organic materials) and organic materials subject to collection comprises less than 10 gallons per week of the business' total weekly solid waste volume.

c. For the purposes of subsections (i) and (ii) above, weekly solid waste collection shall be the sum of weekly garbage collection container volume, recyclable material collection container volume and organic materials collection container volume, measured in cubic yards.

C. **Physical Space Waivers:** The town manager may waive a commercial business' obligations (including multi-family dwellings) to comply with some or all of the recyclable materials and/or organic materials collection service requirements if the town has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the collection service requirements. A commercial business or property owner may request a physical space waiver through the following process:

1. Submit an application form, with any application fee which established by resolution of the City Council, specifying the type(s) of collection services for which they are requesting a waiver from mandatory collection service.
2. Provide documentation that the premises lacks adequate space for the approved recyclable materials collection containers and approved organic materials collection containers including documentation from its authorized collector, licensed architect, or licensed engineer.

6.12.100 Self-haul requirements.

A. No person, except for a person engaged in back-haul, shall self-haul solid waste, organic waste, or recyclable materials, except for under a permit issued by the town. Applications for a self-haul permit shall be submitted on an application, on a form approved by the town manager with all required information supplied. The town manager may issue the permit only if the person requesting a self-haul permit satisfies all of the following requirements and the conditions set forth in sections B-D below:

1. Produces for inspection the vehicle that such person owns or leases and intends to use for hauling solid waste, and which is capable of safely hauling solid waste and organic waste in a safe and sanitary manner so that it is covered and so that such matter will not spill, leak, drip, blow, scatter or fall from the vehicle;

2. Produces evidence that such person has a valid California driver's license to operate the vehicle produced for inspection, that the vehicle is currently registered in the State of California, and a certificate of automobile insurance for the vehicle;

3. Provides proof that the applicant has containers for the storage of solid waste on the applicant's property before the materials are self-hauled to a disposal facility; and

4. Pays the fee for a self-hauling permit authorized by resolution of the town council.

B. Permitted self-haulers shall source separate all recyclable materials and organic waste that would otherwise need to be source separated if they were instead deposited for collection in the authorized collector's recyclable materials and organic materials collection service, from any solid waste that is generated on-site in a manner consistent with requirements under 14 CCR sections 18984.1 and 18984.2, and (1) shall haul such material to a permitted solid waste disposal, processing or composting facility, and/or (2) shall haul organic waste to a permitted high diversion organic waste processing facility as specified in 14 CCR section 18984.3. Permitted Self-Haulers shall store materials on their premises prior to disposal in containers sufficient to contain such waste and in compliance with other requirements of this chapter.

C. Any permitted self-haulers that do not obtain collection services from the authorized collector must dispose of solid waste at least weekly and shall retain weekly receipts from any licensed or permitted landfill or other licensed or permitted or processing facility, and comply with any reporting requirements as may be imposed by CalRecycle.

D. Permitted self-haulers that are self-hauling any materials generated on the premises of a commercial business (including a multifamily dwelling) keep a record of the amount of organic materials delivered to each permitted solid waste facility, that processes or recovers organic materials; this record shall be subject to inspection by the town. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste. If the material is transported to an entity that does not have scales on-site or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the entities that received the organic materials.

2. The amount of material in cubic yards or tons transported by the generator to each entity.

3. Complete and retain on-site a self-hauling form certifying that all self-hauling activities will be completed in accordance with this chapter or any other applicable law or regulation. A copy of such form shall be completed and remitted annually to the town.

6.12.110 Commercial edible food generator requirements.

A. Tier one commercial edible food generators must comply with the requirements of this section January 1, 2022, and tier two commercial edible good generators shall comply commencing January 1, 2024.

B. Operators of a large venue or large event (as defined in 14 CCR 18982(a)(38) that are not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.

- C. Commercial edible food generators shall comply with the following requirements:
1. Arrange to recover the maximum amount of edible food that would otherwise be disposed.
 2. Contract with or enter into a written agreement with food recovery Organizations or food recovery services for: (a) the collection of edible food for food recovery; or (b) acceptance of the edible food that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
 3. Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.
 4. Allow the town's enforcement officer to access the premises and review records pursuant to 14 CCR Section 18991.4.
 5. Keep records that include the following information as required by 14 CCR Section 18991.4:
 - a. A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR section 18991.3(b).
 - c. A record of the following information for each of those food recovery services or food recovery organizations:
 - i. The name, address and contact information of the food recovery service or food recovery organization.
 - ii. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization.
- D. Nothing in this chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

6.12.120 Food Recovery Organization and Food Recovery Services requirements.

- A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR section 18991.5(a)(1):
1. The name, address, and contact information for each commercial edible food generator from which the service collects edible food.
 2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the Jurisdiction and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall annually report to the town it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than April 1.
- D. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, town, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the town shall provide information and consultation to the town, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the town and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the town shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the town.

6.12.130 Unauthorized removal of recyclable materials and organic materials--
Ownership of recyclable materials and organic materials.

- A. All recyclable materials and organic materials, upon being placed by the generator into a collection container and placed at a designated collection location, shall become the property of the authorized collector owning the collection container, unless otherwise provided in a contract, license, or franchise agreement.
- B. No person, other than the authorized collector or town shall remove recyclable material or organic materials from a collection container placed at the designated collection location.

6.12.140 Right to divert recyclable materials and organic materials.

- A. Nothing in this chapter limits the right of any person to donate, sell, or otherwise dispose of his or her recyclable materials.
- B. Organic materials may be fed to animals on the premises where such organic materials is produced, provided that the premises are always kept in a sanitary condition to the satisfaction of the town manager; and provided further that the keeping and feeding of such animals shall at all times conform to the applicable regulations of those entities governing the same now in force or which thereafter may be enacted or promulgated.
- C. Nothing in this chapter prohibits a generator from preventing or reducing waste generation, or managing organic waste on site, provided that such conforms to the applicable regulations of those entities governing the same now in force or which thereafter may be enacted or promulgated.

6.12.150 Storage.

It shall be the duty of every property owner and occupant of any premises within the town to ensure that solid waste generated at such premises is source separated and stored, except material set aside for composting, in a durable containers during such periods between collection by the authorized collector or self-hauling. Such source separated materials shall be stored in containers constructed of metal or durable plastic material which shall be water tight, nonabsorbent, vector resistant, durable, easily cleanable, equipped with handles, and having tight-fitting covers such that said containers hold said solid waste without spillage and leakage, escape of odors or access of flies to the contents thereof. Except for organic material set aside for composting, it is unlawful to place, or permit to remain, any solid waste subject to decay except in a suitable covered container, and each property owner or occupant of a premises shall require it to be stored or handled in such manner so as not to promote the propagation, harborage or attraction of vectors or the creation of nuisance. Each person who has a solid waste collection container shall keep the area where the collection container is located in a clean, safe and sanitary condition.

6.12.160 Collection container placement.

- A. No collection containers other than those owned or rented by the town or authorized collector shall be placed or kept in or on any public street, sidewalk, footpath, or any public place whatsoever, but shall be maintained on the premises, out of public view, except as may be provided for removing and emptying by the authorized collector on the day(s) and in the location designated for collection.

- B. Collection containers are permitted to be placed in public view and on a public street, sidewalk or footpath only during the forty-eight-hour period commencing at 12:01 a.m. on the day preceding the day of scheduled pick-up and terminating at 12:01 a.m. on the day following such pick-up.
- C. For curbside collection service, the designated collection location shall be the street curb line adjacent to such premises and collection containers shall be placed in the location by the occupant of such premises for collection by the authorized collector.

6.12.170 Tampering and dumping prohibited.

No person shall tamper with, modify, dump, remove from or deposit solid waste in any container which has not been provided for their use, without the permission of the container owner. Nor shall any person tamper with any collection container or any recyclable materials on any premises, or collect, remove or dispose of the same, other than in the manner specified in this chapter.

6.12.180 Disposal intervals.

An owner or occupant of a premises shall ensure that all solid waste accumulated at such premises shall be collected by the authorized collector or self-hauled for proper disposal at regular intervals of at least once each week, except that from any place which has solid waste from which foul odors arise, or which is a menace to public health, such solid waste shall be collected at such intervals as necessary for proper sanitation. For the purpose of this chapter, any dwelling unit which is occupied more than four days per month, shall be considered to produce solid waste. Nothing in this chapter shall be deemed to prohibit the removal and hauling by any person of materials ordered by any town official to be removed upon the ground that the same constitute a health menace, fire hazard, or public nuisance. Solid waste shall be collected as provided by this chapter at regular intervals on a schedule established by the authorized collector.

6.12.190 Contract.

The town may, after a duly noticed public hearing, with or without having invited bids therefor, enter into a contract with any responsible person, firm or corporation for the collection, removal, or disposal of solid waste accumulated within the town, on such terms as deemed appropriate by the town. Where such a contract has heretofore been or hereafter is entered into between town and a contractor for the collection, removal and disposal of solid waste, and said contractor shall have satisfactorily performed such contract, town may, after a duly noticed public hearing, without inviting bids or proposals therefor, either prior to or after the expiration of such contract, extend or renew the same for such a period and on such terms and conditions as the town shall deem appropriate.

6.12.200 Exclusive right.

An award of such contract shall confer upon the person or entity to whom the contract is awarded the exclusive right as authorized collector hereunder, during the term of the contract, to collect, transport and dispose of all solid waste collected within the town. All provisions of this chapter applicable to the authorized collector shall constitute and be a part of any contract awarded hereunder; provided, however, that such exclusive right shall not mean that independent hauling service for occasional construction and temporary cleanup purposes cannot be provided by persons other than the designated authorized collector.

6.12.210 Authorized Collector Requirements.

- A. As a condition of approval of a contract with the town, the authorized collector shall:
 - 1. Through written notice to the town annually on or before January 1, 2022, identify the facilities to which they will transport organic materials including facilities for source separated recyclable materials and source separated organic materials.
 - 2. Transport source separated recyclable materials and source separated organic materials to a facility, operation, activity, or property that recovers organic materials as defined in 14 CCR, Division 7, Chapter 12, Article 2 and provide service in compliance with Article 3.
 - 3. Obtain approval from the town to haul organic materials, unless it is transporting source separated organic materials to a community composting site or lawfully transporting construction and demolition debris in a manner that complies with 14 CCR Section 18989.1.
- B. The authorized collector shall provide collection containers to residential and commercial generators in conformance with the color and labeling requirements set forth in CCR Section 18784.7 and Section 18784.8 or as otherwise specified in the collection contract.
- C. The town shall be entitled to impose a franchise fee payable by the authorized collector to the town, which shall be included in the contract.
- D. The contract shall provide for the authorized contractor's indemnity of the town to the fullest extent permitted by law, and provide for insurance and bonding as determined appropriate by the town.

6.12.220 Inspections.

The town manager is authorized to conduct any inspections, remote monitoring, or other investigations as reasonably necessary to further the goals of this chapter, subject to applicable laws. This may include inspections and investigations, at random or otherwise, of any collection container, collection vehicle load, or transfer, processing, or disposal facility to confirm compliance with this chapter, subject to applicable laws.

6.12.230 Violations and penalties.

- A. A violation of any provision of this chapter shall constitute an infraction and shall be subject to penalty in accordance with chapter 1.04, and shall be deemed a nuisance subject to abatement pursuant to any of the remedies specified in chapter 9.04. In addition, violations shall be subject to administrative penalty as provided under chapter 9.70. A violation may be punishable by:
 - 1. A fine not exceeding one hundred dollars for a first violation;
 - 2. A fine not exceeding two hundred dollars for a second violation of the same provision of this code within any twelve consecutive month period;
 - 3. A fine not exceeding five hundred dollars for each additional violation of the same provision of this code within any twelve consecutive-month period.
- B. Nothing in this section shall be deemed to be a limitation on any remedy that may be available to the town to correct a violation.

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere Date: June 16, 2022
Corte Madera To: JPA Board of Directors
County of Marin From: Casey Poldino, Senior Planner
Re: FY 2022/23 Zero Waste Reimbursement Program

Fairfax
Larkspur
Mill Valley
The Zero Waste Grant Program – “Program” facilitates individualized projects in Marin’s many unique communities to help move towards zero waste. For the last six years, the program has granted annually a total of up to \$350,000 to the cities, towns and special districts that franchise solid waste collection according to population (with a minimum of \$5,000 for each jurisdiction).

Novato
Ross
San Anselmo
San Rafael
During the 2021/22 fiscal year the Compliance Reimbursement Program was introduced which was designed to help support Marin’s many solid waste franchising entities develop, implement, and demonstrate compliance with SB 1383 (California’s Short Lived Climate Pollutant) law and other recent, related legislation (AB 341, AB 827, AB 1826). This Fund provided up to \$317,708 to the Member Agencies (cities, towns, and County) plus the additional ten other special districts that franchise solid waste collection.

Sausalito
Tiburon
To simplify administrative processes and to improve fiscal transparency, the two programs have been combined for the 2022/23 fiscal year and going forward will be referred to as the Zero Waste Reimbursement Program.

This new program grants a total up to \$667,708, which represents the combined annual available funds of the Zero Waste Grant Program (\$350,000) and the Compliance Reimbursement Program (\$317,708).

The allocation for the new Zero Waste Reimbursement Program will continue to incorporate similar funding methodology and generally used population percentages of the 2021 E -1 State of California Department of Finance report for the \$350,000 portion of the funds with the addition of incorporating City of Novato’s respective percentage of available funds. The balance of the funds will continue to follow the Compliance Reimbursement Program methodology of allocating special districts with 3% of funds and 6% to cities and towns, as it was determined at the time of adoption that cities and towns had the larger share of the costs.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Table 1 documents which cities, towns and special districts applied for the Zero Waste grant year to year, dating back to FY 14/15. Some of the special districts that franchise solid waste collection in unincorporated County areas do not apply for funds because they don't have adequate staff to administer the grant or to carry out the projects. As a reminder, the Board agreed in May 2019 that if a special district declines to submit an application, that the County add these unspent funds to its workplan in order to carry out programs for the good of all who reside in unincorporated County. This funding nuance has no impact on the allocation to any other city or town as the source of the funding for the special districts comes out of the County allocation.

Table 1 – Past Zero Waste Grant Program Acceptance by Member Agency

Grant Year	FY 21/22 CY 11	FY 20/21 CY 10	FY 19/20 CY 9	FY 18/19 CY 8	FY 17/18 CY 7	FY 16/17 CY 6	FY 15/16 CY 5	FY 14/15 CY 4
Member Agency				Funds Requested?				
Belvedere	N	N	N	N	Y	Y	Y	Y
Corte Madera	Y	Y	Y	Y	Y	Y	Y	Y
County of Marin	Y	Y	Y	Y	Y	Y	Y	Y
Fairfax	Y	Y	Y	Y	Y	Y	Y	Y
Larkspur	Y	N	N	N	Y	Y	N	Y
Mill Valley	Y	Y	Y	Y	Y	Y	Y	Y
Ross	Y	Y	Y	Y	Y	Y	Y	Y
San Anselmo	Y	Y	Y	Y	Y	Y	Y	Y
San Rafael	Y	Y	Y	Y	Y	Y	Y	Y
Sausalito	Y	Y	Y	Y	Y	Y	Y	Y
Tiburon	Y	Y	Y	Y	Y	Y	Y	Y
Almonte Sanitary District	N	N	N	N	N	N	N	Y
Alto Sanitary District	N	Y	N	N	Y	N	N	N
Bolinas Community Public Utility District	N	Y	Y	N	Y	Y	Y	Y
Homestead Valley Sanitary District	N	N	N	N	Y	N	N	Y
Las Gallinas Sanitary District	Y	Y	Y	N	N	N	N	N
Marin City Community Services District	Y	Y	Y	N	Y	Y	N	N
Stinson Beach County Water District	N	N	N	N	N	Y	N	N
Strawberry Recreational District	Y	Y	N	Y	Y	Y	N	N
Tamalpais Community Services District	Y	Y	Y	Y	Y	Y	Y	Y

Table 2 documents which cities, towns and special districts applied for the Compliance Reimbursement funds, for FY 2021/22.

Table 2 – Compliance Reimbursement Program Acceptance by Member Agency

Compliance Reimbursement Year	FY 21/22
Member Agency	Funds Requested?
Belvedere	Y
Corte Madera	Y
County of Marin	Y
Fairfax	Y
Larkspur	Y
Mill Valley	Y
Ross	Y
San Anselmo	Y
San Rafael	Y
Sausalito	Y
Tiburon	Y
Almonte Sanitary District	Y
Alto Sanitary District	Y
Bolinas Community Public Utility District	Y
Homestead Valley Sanitary District	Y
Las Gallinas Sanitary District	Y
Marin City Community Services District	Y
Stinson Beach County Water District	N
Strawberry Recreational District	Y
Tamalpais Community Services District	Y

Table 3 documents the 2022/23 available funds by Member Agency for cities, towns and special districts as part of the newly instated Zero Waste Reimbursement Program.

Table 3 – Zero Waste Reimbursement FY 2022/23 Funds Available by Member Agency

Member Agency	Hauler	Allocated
Almonte Sanitary District	Mill Valley Refuse Service	\$14,628
Alto Sanitary District	Mill Valley Refuse Service	\$14,628
Belvedere	Mill Valley Refuse Service	\$26,895
Bolinas CPUD	Recology Sonoma Marin	\$14,628
Corte Madera	Mill Valley Refuse Service	\$32,069
County of Marin*	BCR, MSS, MVRS, RSM	\$70,362
Fairfax	Marin Sanitary Service	\$28,835
Homestead Valley Sanitary District	Mill Valley Refuse Service	\$14,628
Larkspur	Marin Sanitary Service	\$34,835
Las Gallinas Valley Sanitary District	Marin Sanitary Service	\$14,628
Marin City CSD	Bay Cities Refuse	\$14,628
Mill Valley	Mill Valley Refuse Service	\$37,845
Novato Sanitary District	Recology Sonoma Marin	\$87,593
Ross	Marin Sanitary Service	\$27,509
San Anselmo	Marin Sanitary Service	\$35,468
San Rafael	Marin Sanitary Service	\$94,659
Sausalito	Bay Cities Refuse	\$28,652
Stinson Beach Water District	Recology Sonoma Marin	\$14,628
Strawberry Recreation District	Mill Valley Refuse Service	\$14,628
Tamalpais CSD	Municipal	\$14,628
Tiburon	Mill Valley Refuse Service	\$31,337
	Total	\$667,708

**subject to increase if any Unincorporated Area Special District does not request funding.*

Recommendation

Adopt a Motion approving the FY 2022/23 Zero Waste Reimbursement Program and authorizing the Executive Director to administer these programs including making discretionary modifications to grants during the grant term and allowing the County to utilize funds not claimed by Special Districts for the good of unincorporated county.

Attachments

- A. Zero Waste Reimbursement Guidelines
- B. Zero Waste Reimbursement Request Form

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

ZERØWASTEMARIN

Attachment A
FY 22/23
Zero Waste Reimbursement Guidelines

Introduction

The Marin County Hazardous & Solid Waste Management Joint Powers Authority (JPA) administers the Zero Waste Reimbursement Program. The following procedures and requirements describe project and reporting requirements, report due dates, report contents, reimbursement payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

Reimbursement Program

The JPA is offering reimbursements to Member Agencies and Special Districts in Marin that franchise solid waste collection. The intent of this program is to facilitate State compliance with various waste reduction laws and regulations and support projects that move Marin's communities towards Zero Waste. Following is a non-exhaustive list of example eligible projects:

- Compliance with mandatory state commercial recycling and composting laws
- Support of food donation
- Zero Waste resolution
- 'Recycle Right' education and outreach
- Multifamily outreach and support
- Support of food waste prevention education
- Town or city-wide garage sale/materials swap
- Contract assistance for event greening (recycling and composting at local events)
- Purchase easily-portable event recycling and compost containers and accessories for the public for local events
- Adding public recycling receptacles
- Waste audits
- Local composting classes
- Zero Waste case studies
- Mini-grant/reimbursement program to environmental, educational or community groups Zero Waste activities

FY 2022/23 Funds Available

Table 1 documents the 2022/23 available funds by Member Agency for cities, towns and special districts as part of the newly instated Zero Waste Reimbursement Program.

Table 1

Member Agency	Hauler	Allocated
Almonte Sanitary District	Mill Valley Refuse Service	\$14,628
Alto Sanitary District	Mill Valley Refuse Service	\$14,628
Belvedere	Mill Valley Refuse Service	\$26,895
Bolinas CPUD	Recology Sonoma Marin	\$14,628
Corte Madera	Mill Valley Refuse Service	\$32,069
County of Marin*	BCR, MSS, MVRS, RSM	\$70,362
Fairfax	Marin Sanitary Service	\$28,835
Homestead Valley Sanitary District	Mill Valley Refuse Service	\$14,628
Larkspur	Marin Sanitary Service	\$34,835
Las Gallinas Valley Sanitary District	Marin Sanitary Service	\$14,628
Marin City CSD	Bay Cities Refuse	\$14,628
Mill Valley	Mill Valley Refuse Service	\$37,845
Novato Sanitary District	Recology Sonoma Marin	\$87,593
Ross	Marin Sanitary Service	\$27,509
San Anselmo	Marin Sanitary Service	\$35,468
San Rafael	Marin Sanitary Service	\$94,659
Sausalito	Bay Cities Refuse	\$28,652
Stinson Beach Water District	Recology Sonoma Marin	\$14,628
Strawberry Recreation District	Mill Valley Refuse Service	\$14,628
Tamalpais CSD	Municipal	\$14,628
Tiburon	Mill Valley Refuse Service	\$31,337
	Total	\$667,708

*subject to increase if any Special District does not request funding.

Application and Reimbursement Procedures

Funds for eligible projects will be made available, on a reimbursement basis, in May of 2023 for activities conducted between August 2, 2022, and May 2, 2023. The maximum available funding to your Agency is listed in Table 1. To apply for reimbursement of eligible activities, fill out the Zero Waste Reimbursement Request Form and submit to the JPA Reimbursement Manager no later than May 20, 2023. The JPA Board will review and authorize payments at its expected May 25, 2023, Board Meeting and checks will be issued by June 30, 2023.

A sample Final Report can be found on the JPA website: <https://zerowastemarin.org/who-we-are/zero-waste-grant-program-for-member-agencies/>

Milestones

- June 15, 2022 - Application materials released
- August 2, 2022 - Cycle awarded / reimbursement term begins
- May 2, 2023 - Reimbursement term ends
- May 20, 2023 – Zero Waste Reimbursement Request Form Due

Communication

All communication regarding this reimbursement shall be directed to the JPA Reimbursement Manager.

Submit questions and Reimbursement Request forms electronically to akolnes@marincounty.org or send written correspondence to:

JPA Reimbursement Manager
c/o Zero Waste Marin
1600 Los Gamos Drive, Suite 210
San Rafael, CA 94903

Eligible Costs

Eligible costs include those outlined in the Reimbursement Program section of this document. Costs for materials, supplies, equipment, facilities, must be directly related to support the Zero Waste goal and should be reasonable, and focused on local needs.

Ineligible Costs

Any costs not directly related to those outlined in the Eligible Costs section of this document are ineligible for funding use. This can include but is not limited to:

- Costs associated with franchise negotiation not related to diversion activities such as street sweeping, normal rate setting and rate application evaluation expenses, and normal franchise administration costs
- Litigation
- In-kind services

- Expenses not reasonably related to State of California compliance or Zero Waste diversion projects

Questions regarding ineligible costs can be directed to the JPA Reimbursement Manager.

Compliance

Reimbursement Recipients shall comply fully with all terms of the Zero Waste Reimbursement Program. The JPA Executive Director, as the Administrator of the Program, has the final say in all reimbursement related matters and has all oversight and administrative authority.

Recycled Content Requirements

When available and not cost prohibitive, all products that are purchased with reimbursement funds must contain post-consumer recycled-content material. All documents submitted to the JPA must be printed on double-sided 30% post-consumer recycled content paper. Specific pages containing full-color photographs or other ink intensive graphics may be printed on photographic paper.

Audit / Records Access

The Reimbursement Recipient agrees that the JPA or their designated representative shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement. Reimbursement Recipient agrees to maintain such records for possible audit for a minimum of 3 years from the date the reimbursement term ends.

Copyright Information

Any copyrightable materials produced with reimbursement funds become the property of the JPA and the Reimbursement Recipient. Questions regarding copyright materials can be directed towards the JPA Reimbursement Manager. Examples of copyrightable material included, but are not limited to:

- * visual materials
- * social media posts
- * brochures, pamphlets, and reproductions of advertisements designed for distribution

The following language must appear on any copyrightable material produced via this Program:

© {Year of Creation} ZeroWasteMarin. All rights reserved. This publication, or parts thereof, may not be reproduced without the permission of the ZWM.

Use of the initials “ZWM” in conjunction with “Zero Waste Marin” is sufficient when space is limited.

Reimbursement Request Form

A completed Reimbursement Request Form is required to be submitted by the Reimbursement Recipient to the JPA at the end of the reimbursement term. The report will identify activity during the term of the reimbursement and summarize all activity conducted in the performance and

fund use of the reimbursement. Copies of adopted documents (Ordinances, Resolutions, etc.) will be included in the report. Copies of reports, product purchases and other evidence of reimbursement expenditures including photos that document programs or activities or items purchased using reimbursement funds shall be included with the Reimbursement Request Form. The Reimbursement Request Form can be found on the JPA website.

A failure to submit the Reimbursement Request Form by close of the reimbursement term will be reported to the JPA Board of Directors or Executive Committee and may affect the availability of future funding.

Rollovers

There are no provisions to allow for submitting “banked” or “rollover” funding past the currently no additional rollovers available as part of the reimbursement funding past the May 2, 2023 activity period end date.

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Zero Waste Reimbursement Form FY 2022/23

A. Name of Recipient (city, town, or special district)

B. Recipient's representative and contact information: (Please print all information)

Name

Title

Address

City, Zip

Phone

E-mail

C. Reimbursement Amount

\$

Refer to FY 22-23 Zero Waste Reimbursement Program Guidelines to find your Jurisdiction's Maximum Available Funds.

D. Recipient's Zero Waste Reimbursement Program Expenditures

In Table 1, please provide a description of the Zero Waste projects completed and how funds were spent. Reimbursed funds can include, but are not limited to costs for materials, supplies, equipment, and facilities. All reimbursed funds must be directly related to support the Zero Waste goal and should be reasonable and focused on local needs.

Please refer to the Grant Guidelines for a complete list of eligible and ineligible reimbursable funds.

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Zero Waste Reimbursement Form FY 2022/23

- E. Attach support documentation** (copies of any reports produced to share with other Marin agencies, pictures, paid invoices and receipts).
- F. Email a PDF of this form and all support documentation to** compliance@zerowastemarin.org
- G. This form and all submitted documentation will be presented to the JPA Board for review and approval of payment in May 2023 with checks issued no later than June 30, 2023.**

Certification

I declare, under the penalty of perjury under the laws of the State of California, that all information herein submitted to the Marin County Hazardous & Solid Waste Management Joint Powers Authority for the Zero Waste Reimbursement Fund is true and accurate to the best of my knowledge.

Signature of Reimbursement Recipient Representative

Date

Print Name

Print Title

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere

Date: June 16, 2022

Corte Madera

To: JPA Board of Directors

County of Marin

From: Berenice Davidson, Interim Executive Director

Fairfax

Re: Update from Zero Waste Plan Subcommittee on Executive
Director Recruitment

Larkspur

Receive oral report from your Board's Zero Waste Plan Subcommittee
on the recruitment of an Executive Director.

Mill Valley

Recommendation

Receive report.

Novato

Ross

*F:\Waste\JPA\JPA Agenda Items\JPA 220616\Item 9 - Update on Executive Director
Recruitment.docx
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San Anselmo

San Rafael

Sausalito

Tiburon

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere

Date: June 16, 2022

Corte Madera

To: JPA Board of Directors

County of Marin

From: Berenice Davidson, Interim Executive Director

Fairfax

Re: Delegate Signature Authority for Certain Contracts to the Executive Director

Larkspur

The Fiscal Year 2022-23 budget includes funds for certain ongoing projects that require outsourced services. Typically, these are core services provided via professional service contracts which require Board approval – as they are over the \$50,000 contracting authority of the Executive Director. Contracts for the following services are necessary to carry out critical services and efficiently leverage the capabilities of this small agency:

Mill Valley

Novato

Ross

1. Used Oil Payment Program implementation: up to \$65,000
2. Zero waste schools program assistance: up to \$220,000
3. Hazardous waste bulb and battery collection: up to \$165,000
4. Zero waste outreach services: up to \$260,000
5. State reporting facilitation: up to \$144,000
6. SB 1383 consulting: up to \$100,000
7. Edible food donation support: up to \$180,000

San Anselmo

San Rafael

Sausalito

1. Proposed Contract with Soluna Outreach for Grant Funded Used Motor Oil Recycling Services

Tiburon

This contract will enable the Agency to carry out its annual “Used Oil Payment Program” grant from the State of California.

The used oil recycling program is designed to encourage residents to properly dispose/recycle their used oil, oil filters and absorbent pads. The program is funded by Oil Payment Program grants from CalRecycle, and the contract fulfills activities and reporting required by the State.

Soluna Outreach Solutions has been our contractor for used oil recycling outreach for three years. Prior to that its Principal, Hugo Mata, worked with “C2 Alternative Services” which had been our contractor for several years. Vetting of Soluna Outreach Solutions and C2 included references, pricing, and insurance. Soluna provides similar services in Sonoma and Napa Counties.

The County has twelve Certified Oil Collection Centers that Soluna recruits/manages/re-certifies every year. Soluna also provides educational outreach to high school shop classes, Farmers Markets, the DMV, car shows and most recently with the pandemic, live webinars. Additionally, in 2019 they began a “dock walking” campaign to educate boaters on proper disposal of used oil and absorbents.

Soluna Outreach Solutions has been a consistently reliable, responsive, flexible and creative partner in our used oil recycling outreach. Because an important audience for this outreach is new immigrants who have been shown by CalRecycle research to be at particularly high risk of disposing of used oil and filters incorrectly, this contractor’s bilingual skills are invaluable. The company’s expertise and familiarity with our program and with CalRecycle’s requirements provides exceptional service to Marin County.

2. Proposed Contract with the Local Non-Profit Strategic Energy Innovations(SEI) for Zero Waste Schools Program Implementation

This contract provides for the overall implementation of the ZWSP at selected schools in Marin County in coordination with the contract manager. It includes maintenance of currently enrolled schools and onboarding additional schools. Please recall that the ZWSP is extremely well received in the community and is successful due to the investments made in developing strong partnerships with over 15,000 students, the Marin County Office of Education, over twelve school districts, twenty-nine public and eight private schools, five waste haulers, PTAs, student groups, community organizations, multiple public and private school lunch provides are more.

SEI will coordinate with school administrators, principals, teachers, parents, and students to implement the ZWSP, track data, and report findings and pathways for improvement. This current contract includes accommodations for COVID-19 – to be adaptable to changing conditions. Typical work will be modified to assist districts in clever means to reduce waste with “picked up” school lunch programs and food pantries affiliated with schools.

3. Proposed Contract with Revolt Recycling for Hazardous Materials Collection

This contract will allow for the Agency to continue the important “Bulb and Battery Collection Program” that provides collection and processing services for a wide variety of household batteries (that can contain certain toxics and/or can be highly flammable) and various types of bulbs (that can contain toxic mercury) at local hardware stores, grocery stores and other locations – geographically dispersed throughout Marin.

This contract provides for the collection, hauling services and responsible recycling of batteries and fluorescent tubes and bulbs at specific collection sites (hardware stores, grocery stores, and other locations) throughout Marin. The Bulb and Battery take-back program is designed to encourage residents to properly recycle their used household

batteries and lamps at convenient retail locations. Because of its simplicity and convenience, the program is a huge success within the public.

The vendor for this contract was selected a few years ago when there were service issues with the previous vendor which required a change. When selecting Revolt Recycling the review of the company included: downstream audits, reference checks, pricing analysis and review of operating permits and insurance. Revolt Recycling provides similar multiple site logistics service of bulbs and batteries for the City of Fremont, Sonoma County and others.

Staff regularly visits the participating drop off sites to discuss Revolt's services, and our partner businesses report high satisfaction with Revolt. While the Bulb and Battery program was initiated over ten years ago to help keep toxics out of the environment, now, a growing benefit is the risk reduction the program provides by capturing spent lithium batteries. When punctured (typically by a forklift, or loader in a recycling plant, these batteries catch fire and have started many fires in recycling and solid waste facilities. Batteries are currently the single biggest cause of fires at solid waste transfer stations, materials recovery facilities (recycling plants), and collection vehicles.

4. Proposed Contract with Gigantic Idea Studios for Marketing and Advertising

This contract provides for general outreach, advertising and communications of the agency. Work includes providing sample zero waste and recycling newsletter content to the Member Agencies, conducting outreach campaigns (waste free holidays, Shop Smart Waste Less, Zero Waste Essentials During Shelter-at-Home, etc.) The contract also provides for website development and maintenance of zerowastemarin.org, coordination with community groups and the public on specific outreach projects, production of outreach materials, handouts, banners, social media development and publishing.

Work also includes coordination and development of outreach materials and signage working closely with the five waste haulers in Marin. Because of the fragmented solid waste system in Marin (five waste haulers and twenty three franchise contracts) it is complex to design more regional outreach that accurately reflect hyperlocal "do's and don'ts" but also does not come across as so complex that the public loses interest.

5. State Reporting Facilitation Contract with Recyclist

Recyclist.co has developed software specifically for waste data compliance tracking which includes modules for facilitating State of California compliance reporting on recent law including SB 1383. Recyclist staff has experience working with hauler account data to help configure our specific interface accordingly. Existing follow-up records are able to be input into the tracker and Recyclist helps ensure that the transition is completed successfully as part of the initial setup. Waste hauler account data will be uploaded into the system quarterly and current status reports are available on demand. There are a

range of permissions to allow various users to access parts of the tracker, for Member Agency (City and Town), Special District, hauler, and Zero Waste Marin access. Utilizing a cloud data platform with access for different users saves many hours of work spent coordinating and communicating amongst the agencies and generator follow-up activities. This software system is being provided to the Member Cities, Town and Special Districts to facilitate reporting to the State.

6. Technical Assistance with SB 1383 Implementation

Pursuant to the May Board of Director's Meeting – this allocation of \$100,000 is intended to retain consultant assistance to support the JPA in help design systems to support Member Agency SB 1383 compliance, and demonstration of that compliance to CalRecycle.

7. Support for Edible Food Donation

Consistent with the JPA Board of Director's recently adopted Zero Waste Plan Update and SB 1383, this allocation is intended to support and coordinate with the local food donation recovery and service organizations operating in Marin County. SB 1383 requires significant documentation of activities between generators (restaurants, grocery stores, bakeries, large event spaces, hospitals, etc.) and it will be desirable to help facilitate the "documentation" requirements that the likes of the SF Marin Food Bank, ExtraFood.org and others are conducting – so that the new SB 1383 requirements do not hinder their ability to help reduce food waste and increase access to edible food for the hungry. Additionally, an Edible Food Capacity Study that the County is required to conduct (separate from Zero Waste Marin) is expected to help identify gaps in the food recovery system which might be closed with this funding allocation. For example, an additional truck at one of the food recovery non-profits, software development that might help in scheduling volunteer food rescue, etc.

Recommendation

Adopt a motion authorizing, but not obligating the Executive Director to enter into the subject contracts outlined above with Scopes of Services and Payment Caps as outlined above.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____