#### **MEETING NOTICE & AGENDA**

**DATE:** September 11, 2024

**TIME:** 4:30 p.m.

**PLACE:** Yuba County Government Center

Marysville Room 915 Eighth Street Marysville, CA 95901

#### I. Call to Order & Roll Call

Bains (Chairman), Blaser, Buttacavoli, Shaw (Vice-Chairman), Teeter, and Woten

#### II. Public Business from the Floor

Members of the public may address the Authority on any item listed on the agenda prior to the convening of the closed session. No action may be taken on items that do not appear on the posted agenda. No member of the public will be allowed to be present once the Authority convenes into closed session.

#### III. Consent Calendar

All matters listed under the Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed or removed from the Consent Calendar for specific action.

- A. Approval of minutes from July 18, 2024. (Attachment)
- B. Disbursement List for July 2024. (Attachment)
- C. Disbursement List for August 2024. (Attachment)

#### IV. Reports

A. **2025-2034 Capacity Planning Reports to CalRecycle.** Review and discussion of the 2025-2034 Capacity Planning Reports to CalRecycle. (Attachments)

RECOMMENDATION: Information Only.

B. **2023 Electronic Annual Report to CalRecycle.** Review and discussion of the 2023 Annual Report to CalRecycle. (Attachments)

RECOMMENDATION: Information Only.

# C. Zero Foodprint Contract for SB 1383 Recovered Organic Product Procurement Project. (Attachments)

RECOMMENDATION: Authorize Executive Director to execute Zero FoodPrint contract as proposed.

# D. <u>Household Hazardous Waste Grant program (HD43, FY 2024/2025).</u> (Attachments)

RECOMMENDATION: Adopt Resolution No. 4-24 authorizing the submittal of a regional application for the Household Hazardous Waste Grant Program for FY 2024/2025 (HD43).

# E. <u>Beverage Container Recycling Grant Program (RBC36, FY 2024/2025).</u> (Attachments)

RECOMMENDATION: Adopt Resolution No. 5-24 authorizing the submittal of a regional application for the Beverage Container Recycling Grant Program for FY 2024/2025 (RCB36).

#### V. Other Business

- A. Update on Executive Director Recruitment.
- B. Annual Financial Audit.
- C. Adjustment to the Board Meeting start time.

#### VI. Adjournment

THE NEXT REGULAR MEETING IS SCHEDULED FOR 4:30 P.M. ON THURSDAY, OCTOBER 17, 2024 IN YUBA COUNTY BOARD OF SUPERVISORS CHAMBERS.

#### Agenda Item III. – A Meeting Minutes July 18, 2024

#### **Regional Waste Management Authority**

#### I. Call to Order & Roll Call

The meeting was called to order by Chairman Bains at 5:05 p.m.

Present: Shaw, Blaser, Woten, Teter, and Bains

Absent: Buttacavoli

#### II. Public Business from the Floor

None.

#### III. Consent Calendar

Director Shaw made a motion to approve the Consent Calendar. Director Blaser seconded the motion, and it was carried unanimously.

#### IV. Reports

#### A. Local Agency Investment Fund (LAIF) Signature Authority Title Change (Attachment)

RECOMMENDATION: Adopt Resolution No. 1-24 changing the authorized signers on the Regional Waste

Management Authority's LAIF account as proposed or revised.

Director Shaw made a motion to approve the change the authorized signed on the RWMA LAIF account. Director Woten seconded the motion, and it was carried unanimously.

## B. <u>California Department of Resources Recycle and Recovery (CalRecycle) Used Oil Payment Program Application for FY 2024/2025 (OPP Cycle 15) (Attachment)</u>

RECOMMENDATION: Adopt Resolution No. 2-24 authorizing the submittal of a regional application for the

CalRecycle Used Oil Payment Program Cycle 15 for FY 2024/2025 as proposed.

Director Shaw made a motion to approve the authorization of the used oil payment program cycle 15. Director Woten seconded the motion, and it was carried unanimously.

#### C. <u>Local Government Waste Tire Amnesty Grant Program (TA6 Cycle, FY 2021/22)</u> (Attachment)

RECOMMENDATION: Adopt Resolution No. 3-24 extending the expiration of Resolution No. 1-21 authorizing

the submittal and administration of a regional application under the Local Government

Waste Tire Amnesty Grant Program (TA6 Cycle, FY 2021/22).

Director Shaw made a motion to approve the extension of the TA6 Cycle of the Local Government Waste Tire Amnesty Grant Program. Director Woten seconded the motion, and it was carried unanimously.

#### Agenda Item III. – A

V. Other Business

None.

VI. Adjournment

The meeting was adjourned at 5:10 p.m.

The next regular meeting of the Regional Waste Management Authority is scheduled for 4:30 p.m. on Thursday, August 15, 2024, in the Yuba County Board of Supervisors Chambers at the Yuba County Government Center unless otherwise noticed.

## Agenda Item III. – A Disbursements List July 2024

## **Regional Waste Management Authority**

Check No.	Amount	Vendor	Purpose		
EFT	\$1,300.00	MISSIONSQUARE	457 CONTRIBUTIONS – JULY 2024		
EFT	1,000.00	MISSIONSQUARE	401(a) CONTRIBUTIONS – JULY 2024		
EFT	1,032.90	CARD SERVICE CENTER	CREDIT CARD: SUBSCRIPTION		
EFT	246.40	VENDOR PMT ACHPYMT EPIC	EMPLOYERS INSURANCE		
EFT	2,100.00	RICH, FUIDGE, BORDSEN & GALYEAN, INC	LEGAL SERVICES 6/16/24-7/15/24		
EFT	47,806.04	GUSTO	PAYROLL SERVICES – JULY 2024		
EFT	180.00	STREAMLINE	WEBSITE SERVICES – JULY 2024		
8294	6,245.84	RECOLOGY YUBA SUTTER	TIRE COUPON INVOICES 23/24		
8298	1,777.78	YUBA SUTTER TRANSIT	SERVICES INVOICE 01/2024		
8299	43,158.01	RECOLOGY YUBA SUTTER	HHW INVOICE 09/23		
\$104,846.97					
LIAF TR	LIAF TRANSFERS				
7/30/24	\$100,000.00				

## Agenda Item III. – A Disbursements List August 2024

## **Regional Waste Management Authority**

Check No.	Amount	Vendor	Purpose		
EFT	\$13.07	ANALYSIS CHARGE	ANALYSIS CHARGE		
EFT	20,656.84	GUSTO	PAYROLL SERVICES AUGUST 2024		
EFT	180.00 STREAMLINE WEBSITE SERVICES AUGUST 2024		_		
8300	7,656.42	SUTTER COUNTY HUMAN RESOURCES	RWMA BENEFITS 07/24		
8301	10,500.00	MDM ANALYTICS	OWR4 GRANT REPORTING		
8302	500.00	ALLIANT NETWORK SERVICES	IT SERVICES 08/24		
8303	18,500.00	R3 CONSULTING GROUP	RWMA SERVICES 07/2024		
8304	32,025.74	RECOLOGY YUBA SUTTER	HHW INVOICE 10/23		
8305	100.00	TAX OWL INC	QUICKBOOKS SUB MAY/JUNE 2024		
	\$90,132.07				
LIAF TR	ANSFERS				

## Agenda Item IV. – A Staff Report

#### 2025-34 CAPACITY PLANNING REPORTS TO CALRECYCLE

#### INTRODUCTION AND BACKGROUND

Attached for Board review and discussion is the 2025-34 Capacity Planning Reports as submitted to CalRecycle on August 1, 2024. Senate Bill (SB) 1383, California's Short-Lived Climate Pollutant Reduction Strategy law, requires each County in the state to submit a capacity plan for both organic waste processing and edible food recovery.

#### **Organic Waste Capacity**

SB 1383 requires jurisdictions to implement mandatory organic waste collection and recycling in a statewide effort to divert organic waste from landfills. California has dozens of compost, mulch, and anaerobic digestion facilities located throughout the state that can recycle yard and food waste into new products. Recology Yuba Sutter takes organic waste collected in the RWMA region to its Ostrom Organics facility in Wheatland.

#### Edible Food Recovery Capacity

SB 1383 requires that by 2025 the state must recover for people to eat 20 percent of still safe food that would have gone to landfills. This is a statewide goal that California must collectively achieve. Each county must plan for adequate capacity for edible food recovery. Counties in coordination with jurisdictions and regional agencies located within the county must actively expand and create new infrastructure to grow food recovery networks if additional capacity is needed.

Regulations require food recovery capacity planning to at least:

- Estimate the amount of edible food that mandated food donors in the county would send to landfills.
- Identify available existing capacity at food recovery organizations and services that could take the surplus food from food donors in the county.
- Identify whether new or expanded capacity is needed to recover edible food disposed by commercial edible food generators within the jurisdictions within the county.

Most edible food safe for human consumption that would otherwise have gone to the landfill is being recovered by Yuba Sutter Food Bank.

#### 2025-34 REPORTED CAPACITY

The following tables summarize the current capacity available to the RWMA member agencies for organic waste processing and edible food recovery. Based on the capacity plans submitted to CalRecycle, the member agencies currently have sufficient capacity to process organic waste generated in the counties of Sutter and Yuba at Ostrom

#### Agenda Item IV. – A

Organics. The reports also show that there is sufficient capacity to collect edible food at currently disposed by the member agencies' mandated food donors.

#### Ostrom Road Organics Capacity (projected for 2034)

County	Organic Waste Recycling Capacity (tons)
Sutter	40,521
Yuba	34,144
Total Tons Verified	74,665

#### Yuba Sutter Food Bank (projected for 2034)

County	Food Bank Capacity (tons)
Sutter	30
Yuba	71
Total Tons Verified	101

Staff will be prepared at the meeting to discuss this report in detail.

#### **RECOMMENDATION**

Information only.

#### **ATTACHMENTS**

- 1. Sutter County Capacity Planning Summary
- 2. Yuba County Capacity Planning Summary



## 2025 - 2034 Sutter County Capacity Planning Report Summary

Submittal date: 7/25/2022

Counties, in coordination with cities, special districts that provide solid waste collection services, and regional agencies located within the county, shall conduct the <u>capacity planning requirements</u>. The regulatory requirements for <u>edible food recovery</u> and <u>organic waste recycling</u> capacity planning share similarities. See <u>14 CCR Section 18992</u> for details.

For both capacity planning efforts, counties are responsible for:

- Collecting capacity planning information from each jurisdiction within the county
- Submitting the capacity planning report to CalRecycle
- · Identifying any jurisdiction, including itself, that does not have enough verified existing, planned, or new capacity
- Informing jurisdictions that lack capacity about the timeline for submitting the implementation schedule to CalRecycle

**Note:** Jurisdictions that are exempt from the organic waste collection requirements due to a waiver (pursuant to 14 CCR Section 18984.12) are not required to conduct the capacity planning required in 14 CCR Article 11, Section 18992.1 (organic waste) and are not required to include capacity planning data in the report submitted by the County required by 14 CCR Section 18992.1 in the first reporting period and subsequent reporting periods if they continue to have a waiver. In addition, a county is not required to obtain information from a jurisdiction that is waived from all of the organic waste collection requirements and may subtract the waste generated in an area subject to a waiver for capacity planning purposes.

If you have questions please contact your <u>LAMD representative</u> for more information.

#### **County Contact Information**

First Name: Carrie

Last Name: Baxter

Suffix:

Street Address: PO Box V

City: Yuba City State: California Zip Code: 95992

**Phone number:** 9168787413

**Email address:** 



executivedirector@yubasutterrecycles.com

#### County Capacity Planning Report Details

#### Organic Waste Recycling Capacity

Estimated organic waste for landfill disposal (tons)	Organic waste recycling capacity verifiably available (tons)	
40521.00	40521.00	0.00

Have the county, including cities, special districts, and Regional Agencies within the county, identified any proposed new or expanded recycling facilities that could be used to process the jurisdictions' generated organic waste?

Identify the locations for new or expanded facilities that may be used to process the generated organic waste from the county, including cities, special districts, and Regional Agencies within the county

Recology Ostrom Organics

Identify each jurisdiction within the county that is required to submit an implementation schedule due to insufficient organic waste recycling capacity.

Identify each jurisdiction that did not provide any information regarding organic waste recycling capacity to the county within the required 120-day timeframe.

#### **Additional description**

Yes

Contractor is required to deliver organics to a recovery facility for diversion via the existing FAs with all applicable jurisdictions. Current Term of FAs go to 2028. Capacity if sufficient assuming capacity guarantee is secured in new or extended FA. Further, Recology has plans to expand their facility in 2027.



#### **Edible Food Recovery Capacity**

Needed edible food recovery capacity (tons	Edible food recovery capacity verifiably available (tons)	Estimated edible food for landfill disposal (tons)
0.0	30.00	30.00

Have the county, including Identify the locations for new or expanded edible food recovery organizations or edible food recovery services cities, special districts, and that may be used to recover the generated edible food that would otherwise be disposed in the county, including Regional Agencies within the cities, special districts, and Regional Agencies within the county county, identified any proposed new or expanded edible food recovery organizations or edible food recovery services that could be used to recover the generated edible food that would otherwise be disposed in the county, including cities, special districts, and **Regional Agencies within the** county? No

Identify each jurisdiction within the county that is required to submit an implementation schedule due to insufficient edible food recovery capacity

Identify each jurisdiction that did not provide any information regarding edible food recovery capacity to the county within the required 120-day timeframe.



#### **Additional description**

Contractor is required to deliver organics to a recovery facility for diversion via the existing FAs with all applicable jurisdictions. Current Term of FAs go to 2028. Capacity if sufficient assuming capacity guarantee is secured in new or extended FA. Further, Recology has plans to expand their facility in 2027.

#### **Uploaded Documents**

Title	Description	Uploaded on
Organics Capacity Questionnaire	Recology verification of capacity	7/30/2024 10:29:00 AM



## 2025 - 2034 Yuba County Capacity Planning Report Summary

**Submittal date: 7/25/2022** 

Counties, in coordination with cities, special districts that provide solid waste collection services, and regional agencies located within the county, shall conduct the <u>capacity planning requirements</u>. The regulatory requirements for <u>edible food recovery</u> and <u>organic waste recycling</u> capacity planning share similarities. See <u>14 CCR Section 18992</u> for details.

For both capacity planning efforts, counties are responsible for:

- Collecting capacity planning information from each jurisdiction within the county
- Submitting the capacity planning report to CalRecycle
- Identifying any jurisdiction, including itself, that does not have enough verified existing, planned, or new capacity
- Informing jurisdictions that lack capacity about the timeline for submitting the implementation schedule to CalRecycle

**Note:** Jurisdictions that are exempt from the organic waste collection requirements due to a waiver (pursuant to 14 CCR Section 18984.12) are not required to conduct the capacity planning required in 14 CCR Article 11, Section 18992.1 (organic waste) and are not required to include capacity planning data in the report submitted by the County required by 14 CCR Section 18992.1 in the first reporting period and subsequent reporting periods if they continue to have a waiver. In addition, a county is not required to obtain information from a jurisdiction that is waived from all of the organic waste collection requirements and may subtract the waste generated in an area subject to a waiver for capacity planning purposes.

If you have questions please contact your <u>LAMD representative</u> for more information.

#### **County Contact Information**

First Name: Carrie

Last Name: Baxter Suffix:

Street Address: PO Box V

City: Yuba City State: California Zip Code: 95992

**Phone number:** 9168787413

**Email address:** 



executivedirector@yubasutterrecycles.com

#### County Capacity Planning Report Details

#### Organic Waste Recycling Capacity

Needed organic waste recycling capacity (tons)	Organic waste recycling capacity verifiably available (tons)	Estimated organic waste for landfill disposal (tons)
0.00	34144.00	34155.00

Have the county, including cities, special districts, and Regional Agencies within the county, identified any proposed new or expanded recycling facilities that could be used to process the jurisdictions' generated organic waste?

Identify the locations for new or expanded facilities that may be used to process the generated organic waste from the county, including cities, special districts, and Regional Agencies within the county

Yes Recology Ostrom Organics

Identify each jurisdiction within the county that is required to submit an implementation schedule due to insufficient organic waste recycling capacity.

Identify each jurisdiction that did not provide any information regarding organic waste recycling capacity to the county within the required 120-day timeframe.

#### **Additional description**

Contractor is required to deliver organics to a recovery facility for diversion via the existing FAs with all applicable jurisdictions. Current Term of FAs go to 2028. Capacity if sufficient assuming capacity guarantee is secured in new or extended FA. Further, Recology has plans to expand their facility in 2027.



#### **Edible Food Recovery Capacity**

Needed edible food recovery capacity (tons)	Edible food recovery capacity verifiably available (tons)	Estimated edible food for landfill disposal (tons)
0.00	71.00	71.00

Have the county, including cities, special districts, and Regional Agencies within the county, identified any proposed new or expanded edible food recovery organizations or edible food recovery services that could be used to recover the generated edible food that would otherwise be disposed in the county, including cities, special districts, and Regional Agencies within the county?	
No	

Identify each jurisdiction within the county that is required to submit an implementation schedule due to insufficient edible food recovery capacity timeframe.

Identify each jurisdiction that did not provide any information regarding edible food recovery capacity to the county within the required 120-day timeframe



#### **Additional description**

Contractor is required to deliver organics to a recovery facility for diversion via the existing FAs with all applicable jurisdictions. Current Term of FAs go to 2028. Capacity if sufficient assuming capacity guarantee is secured in new or extended FA. Further, Recology has plans to expand their facility in 2027.

#### **Uploaded Documents**

Title	Description	Uploaded on
Organics Capacity Questionnaire	Recology capacity confirmation	7/30/2024 11:43:00 AM

#### Agenda Item IV. – B Staff Report

#### 2023 ELECTRONIC ANNUAL REPORT TO CALRECYCLE

#### INTRODUCTION AND BACKGROUND

Attached for Board review and discussion is the 2023 Annual Report as submitted to CalRecycle on August 1, 2024. This report addresses the region's compliance status relative to:

- The California Integrated Waste Management Act of 1989 (AB 939) diversion goal of 50 percent by the year 2000
- The compliance status relative to the Mandatory Commercial Recycling (AB341), Mandatory Commercial Organics Recycling (AB 1826), and California's Short-Lived Climate Pollutant Reduction Strategy (SB 1383) Laws
- The implementation status of Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Element (HHWE) programs, and related Siting Element and Summary Plan issues.

With the passage of SB 1016 (2008), compliance with the 50 percent diversion requirement is now based on a per capita disposal figure comparison beginning with the 2007 Annual Report with the focus now on whether diversion programs have been implemented and maintained. This methodology establishes a baseline target per capita disposal figure for every jurisdiction or regional agency that is equivalent to the 50 percent diversion requirement using the average of the base year waste generation amount (disposal + diversion) adjusted for changes in population, taxable sales, employment, and the CPI for the years 2003 through 2006. The baseline target per capita disposal figure remains fixed at this amount.

For the RWMA, the baseline target per capita disposal figure is based on the average of the adjusted waste generation figures for 2005 and 2006 because the RWMA completed a New Base Year Waste Generation Study for 2004. The baseline target per capita disposal figure for the RWMA has been set at 6.9 pounds/person/day or half of the calculated per capita generation figure for the region. The per capita disposal amount for each reporting year (e.g., 2020) is now compared to the 6.9 pounds/person/day baseline target to determine if it is less than (greater than 50 percent diversion) or greater than (less than 50 percent diversion) the target amount.

#### **2023 ANNUAL REPORT**

In 2023, 177,453 tons of waste was reported as disposed of from the six RWMA jurisdictions. The resulting per capita disposal amount was 5.4 pounds/person/day, well below the baseline target amount of 6.9 pounds/person/day. This figure is equivalent to a diversion rate of 61 percent [13.8 pounds generated (twice the target amount) - 5.4 pounds disposed = 8.4 pounds diverted or 61 percent of the 13.8 pound baseline waste generation amount].

#### Agenda Item IV. - B

The reported annual diversion levels for the RWMA region over the last five years are summarized in the following chart.

#### Reported Annual Diversion Levels for 2019 Through 2023

Year	Tons Disposed	Population	Target Pounds per Person per Day	Annual Pounds per Person per Day	Diversion
i cai	Disposed	i opulation	i erson per bay	i erson per bay	DIVELSION
2023	177,453.35	181,062	6.90	5.40	61%
2022	173,423.46	181,283	6.90	5.20	62%
2021	182,156.85	180,896	6.90	5.50	60%
2020	174,149.03	179,849	6.90	5.10	63%
2019	168,944.44	175,406	6.90	5.30	62%

As reflected in the 2023 Annual Report, the state is increasingly focused on compliance with the state's Mandatory Commercial Recycling (AB 341) and Mandatory Commercial Organics Recycling (AB 1826) laws, as well as California's Short-Lived Climate Pollutant Reduction Strategy (SB 1383).

The annual report details the progress on implementing these laws in the region, which includes:

- Identifying edible food generators and recovery organizations, along with documenting edible food recovery efforts
- Describing collection systems offered in each jurisdiction
- Quantifying and describing the types of education and outreach provided to generators related to organic waste and recycling collection
- Documenting water efficient landscape and CalGreen projects
- Documenting the number of waivers and exemptions issued to commercial customers from organic waste collection
- Documenting Route Reviews conducted
- Documenting number of accounts included in the Compliance Review (desk audit)
- Documenting procurement of recovered organic waste products (Zero Foodprint Contract, Compost, Mulch)

Based on our review of data provided in the annual report, RWMA staff have identified gaps in providing organic waste service to all residents and businesses; monitoring compliance through route reviews; and procuring recovered organic waste products.

#### Providing Organic Waste Services to All Residents and Businesses

RWMA staff and Recology have conducted on-site inspections, discussed regulatory requirements, and options to comply with AB 341 and SB 1383 with over 950 commercial and multi-family businesses over the last two year. In addition, mailings, bill inserts, and printed copies of education materials have been delivered to all commercial businesses and multi-family properties throughout the RWMA region.

#### Agenda Item IV. - B

As next steps for customers with gaps in service, RWMA staff will follow up with all customers that do not have a waiver and are not subscribed to service with a final warning letter. The letter will provide the customer with contact information for both Recology and RWMA to address any concerns and it will provide customers with information on how to comply. Service containers will be delivered by Recology if the customer does not set up compliant service within 30 days of receiving the notice.

RWMA staff have estimated that this notice will be sent to approximately 12% of commercial and multi-family customers. We will begin in areas with the least number of non-compliant accounts and work our way through the RWMA service area with an anticipated completion date of rolling out recycling and organics collection service by the end of 2024.

#### Monitoring Compliance Through Route Reviews

In 2023, Recology conducted route reviews on behalf of the RWMA in Yuba County and Live Oak as a courtesy. Route reviews are a visual inspection of randomly selected containers and are to be conducted for both residential and commercial accounts. Although SB 1383 does not quantify how many inspections must be completed, it does require route review inspections be conducted on every route and for every commodity (garbage, recycling, and organics). Route reviews can be delegated to Recology, but will need to be negotiated into the current contract. Alternatively, RWMA can request bids from qualified consultants to provide this service.

#### **Procuring Recovered Organic Waste Products**

To create a more circular economy, SB 1383 requires jurisdictions to procure organic waste products such as compost and mulch. A target is set based on population. RWMA contracted with Zero Foodprint, a direct service provider, to match farms and ranches with compost facilities to procure and use compost.

The contract placed a required on Zero Foodprint to develop and operate a Compost Purchase Rebate Program ("Program"). The program provided rebates of 10 percent on purchases of 30 cubic yards or more of compost from Recology Ostrom Organics. It also included outreach, a dedicated website, rebate agreements, and reporting components, with materials distributed through the Authority and Recology Ostrom Organics. Unfortunately, this resulted in zero participation in 2023. RWMA staff are working with Zero Foodprint to identify gaps and how we can shift to a successful program for 2024 and beyond.

Staff will be prepared at the meeting to discuss this report in detail.

#### RECOMMENDATION

Information only.

## Agenda Item IV. – B

#### **ATTACHMENTS**

- 1. 2023 EAR Summary
- 2. CalRecycle Report Summary Presentation



# 2023 Yuba/Sutter Regional Waste Management Authority Electronic Annual Report summary

This Annual Report Summary is an official record of your CalRecycle Electronic Annual Report submission, except for your Venue/Event section information, which is contained in a separate report.

You may reach that section from the Electronic Annual Report's left navigation bar. Before submitting your report to CalRecycle, please take the time to review everything on this page to confirm it is complete and correct. If you need to modify some information, close this window to return to the Electronic Annual Report to make your corrections. Then, preview the report again.

**Summary Generated On:** Thursday, September 5, 2024, 12:03:28 PM

#### Summary

Jurisdiction: Yuba/Sutter Regional Waste

Management Authority

**Report Year Filed: 2023** 

Report Status: Submitted

#### **Submitted Information**

Date Report Submitted: Thursday, August 1, 2024

**Report Submitted By:** Carrie Baxter (cbaxter@r3cgi.com)

#### **Jurisdiction Contact**

Jurisdiction Contact: Carrie Baxter

Address: 1512 Eureka Road, Ste. 220, Roseville, CA 95661

**Phone Number:** (916) 878-7413

**Fax Number:** 

Email Address: ExecutiveDirector@yubasutterrecycles.com

**Update Contact Info:** <a href="https://www2.calrecycle.ca.gov/Forms/LGCentral/ReportingEntityContactChange/">https://www2.calrecycle.ca.gov/Forms/LGCentral/ReportingEntityContactChange/</a>







## **Procurement: Yuba/Sutter Regional Waste Management Authority (2023)**

## Recovered Organic Waste Product Procurement (SLCP)

Jurisdiction name	Procurement target	Annual procurement	Adjusted Procurement target
Live Oak	749	54.83	0.00
Marysville	976	70.00	0.00
Sutter- Unincorporated	1,692	123.10	0.00
Wheatland	289	21.03	0.00
Yuba City	5,662	408.97	0.00
Yuba- Unincorporated	5,088	367.59	0.00

## Recovered Organic Waste Product Procured (SLCP)

Jurisdiction name	in the form of transportation	Electricity from renewable gas (kWh)	gas used for heating	Electricity from biomass conversion (kWh)	•	Compost (tons)	Mulch (tons)
Live Oak	0.00	0.00	0.00	0.00	7.00	29.00	0.00
Marysville	0.00	0.00	0.00	0.00	9.00	37.00	0.00
Sutter- Unincorporated	0.00	0.00	0.00	0.00	16.00	65.00	0.00
Wheatland	0.00	0.00	0.00	0.00	3.00	11.00	0.00
Yuba City	0.00	0.00	0.00	0.00	53.00	216.00	0.00
Yuba- Unincorporated	0.00	0.00	0.00	0.00	48.00	194.00	0.00



Jurisdiction name	Additional description
Live Oak	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.
Marysville	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.
Sutter- Unincorporated	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.
Wheatland	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.
Yuba City	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.
Yuba- Unincorporated	The Regional Waste Management Authority signed an agreement with Zero Foodprint to develop and operate a Compost Purchase Rebate Program. The goal was that this credit would apply to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations. This agreement took effect on January 16, 2023. Unfortunately, There were some parameters in the agreement that restricted zero food print that ultimately negatively impacted the procurement totals for 2023. The RWMA is working on increasing procurement in 2024.



## Adjusted Recovered Organic Waste Product Procured (SLCP)

Jurisdiction name	Did the jurisdiction implement an Adjusted Recovered Organic Waste Product Procurement Target?	Transportation fuel (DGE)	Gas used for heating applications (therms)
Live Oak	No		
Marysville	No		
Sutter- Unincorporate d	No		
Wheatland	No		
Yuba City	No		
Yuba- Unincorporate d	No		

Jurisdiction name	Additional description
Live Oak	
Marysville	
Sutter- Unincorporate d	
Wheatland	
Yuba City	
Yuba- Unincorporate d	



## Recycled Product Procurement (Combined)

$\checkmark$	Compost
	Mulch
	Renewable transportation fuel (from organic waste)
	Energy (from organic waste)
	Renewable gas in the form of transportation fuel
	Electricity from renewable gas
	Renewable gas used for heating applications
	Electricity from biomass conversion
$\overline{\checkmark}$	Recycled-content paper (janitorial supplies, paper towels, etc.)
$\checkmark$	Recycled-content paper (white & colored ledger, computer paper, other office paper, etc.)
	Re-refined oil
$\checkmark$	Re-treaded tires
$\checkmark$	Pavement surfacing (RAC, recycled aggregate)
$\checkmark$	Recycled-content paint

## SRRE Programs

☐ Other procurement

Program Name	Program description
	All jurisdictions have a procurement policy in place for recycled content procurement and the RWMA is responsible for assisting the jurisdictions in meeting the targets set in SB 1383. RWMA was under contract with Zero Foodprint to procure recovered organic waste materials towards the target set by SB 1383.







## **Edible Food: Yuba/Sutter Regional Waste Management Authority (2023)**

## Edible Food Recovery (SLCP)

Jurisdiction name	Number of commercial edible fo od generators	Number of food recovery services and organizations located in the jurisdictions	Total pounds of edible food recovered by food recovery organizations and services
Live Oak	5	0.00	0.00
Marysville	8	0.00	0.00
Sutter-Unincorporated	2	0.00	0.00
Wheatland	5	0.00	0.00
Yuba City	52	1.00	1,264,398.00
Yuba-Unincorporated	32	0.00	0.00

Jurisdiction name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	Reporting change, moved to Yuba City only because recovery organization is located in Yuba City.
Yuba-Unincorporated	



## **Collection Systems: Yuba/Sutter Regional Waste Management Authority (2023)**

## Collection Container Systems (SLCP)

Jurisdiction Name	Hauler name	Low Population Waiver
Live Oak	Recology	
Marysville	Recology	
Sutter- Unincorporated	Recology	$\square$
Wheatland	Recology	$\overline{\mathbf{Q}}$
Yuba City	Recology	
Yuba- Unincorporated	Recology	$\overline{\mathbf{V}}$

#### Residential

Jurisdiction Name	Hauler name	Hauler does not collect residential	Container(s)
Live Oak	Recology		Gray, Blue, Green
Marysville	Recology		Gray, Blue, Green
Sutter- Unincorporated	Recology		Gray, Blue, Green



Jurisdiction Name	Hauler name	Hauler does not collect residential	Container(s	<b>;</b> )			
Wheatland	Recology			Gray, Blue, Green			
Yuba City	Recology			Gray, Blue, Green			
Yuba- Unincorporated	Recology			Gray, Blue, Green			
Jurisdiction Name	Hauler name	3+ containers	Number of generators		3-containers	Number of generators	Organics allowed in gray container (3-container)?
Live Oak	Recology					2,379	No
Marysville	Recology				$\overline{\checkmark}$	3,262	No
Sutter- Unincorporated	Recology					3,293	No
Wheatland	Recology				$\overline{\checkmark}$	1,080	No
Yuba City	Recology				$\overline{\checkmark}$	17,683	No
Yuba- Unincorporated	Recology					14,012	No
Jurisdiction Name	Hauler name	2-containers	Number of generators	1-containers	Number of generators	Other	Number of generators
Live Oak	Recology						
Marysville	Recology						
Sutter- Unincorporated	Recology						
Wheatland	Recology						
Yuba City	Recology						
Yuba- Unincorporated	Recology						



#### Commercial **Jurisdiction Hauler name Hauler does** Container(s) Name not collect commercial Live Oak Recology Gray, Blue, Green Marysville Recology Gray, Blue, Green Sutter-Recology Gray, Blue, Green Unincorporated Wheatland Recology Gray, Blue, Green Yuba City Recology Gray, Blue, Green Yuba-Recology Gray, Blue, Green Unincorporated Jurisdiction **Hauler name 3+ containers Number of Organics** 3-containers Number of **Organics** Name allowed in allowed in generators generators gray gray container container (3-(3+ container)? container)? $\overline{\mathbf{V}}$ Live Oak Recology 101 No $\checkmark$ Marysville Recology 433 No Sutter- $\overline{\mathbf{V}}$ Recology 449 No Unincorporated Wheatland Recology $\overline{\mathbf{A}}$ 60 No $\checkmark$ Yuba City Recology 1,279 No Yuba-Recology $\overline{\mathbf{A}}$ 341 No Unincorporated **Jurisdiction** Hauler name 2-containers Number of **Number of** 1-containers Other **Number of** Name generators generators generators Live Oak Recology Recology Marysville



Jurisdiction Name	Hauler name	2-containers	Number of generators	1-containers	Number of generators	Other	Number of generators
Sutter- Unincorporated	Recology						
Wheatland	Recology						
Yuba City	Recology						
Yuba- Unincorporated	Recology						

Jurisdiction Name	Hauler name	Additional description
Live Oak	Recology	
Marysville	Recology	
Sutter- Unincorporated	Recology	
Wheatland	Recology	
Yuba City	Recology	
Yuba- Unincorporated	Recology	

## Compostable plastics and plastic bags allowed in green container and collection facilities (SLCP)

Jurisdiction Name	Low Population Waiver
Live Oak	



Jurisdiction Name	Low Population Waiver
Marysville	
Sutter- Unincorporated	$\square$
Wheatland	$\overline{\mathbf{A}}$
Yuba City	
Yuba- Unincorporated	

Jurisdiction Name	Compostable plastics allowed	Identify the facility that provided notice that it accepts and recovers compostable plastics from the green container or select applicable RDRS facility number(s) if applicable
	in green container?	
Live Oak	No	
Marysville	No	
Sutter- Unincorporated	No	
Wheatland	No	
Yuba City	No	
Yuba- Unincorporated	No	
Jurisdiction Name	Organics allowed to be placed in plastic bags in green container?	Identify the facility that provided notice that it accepts and removes plastic bags from the green container when it recovers source separated organic waste or select applicable RDRS facility number(s) if applicable
Live Oak	No	
Marysville	No	
Sutter- Unincorporated	No	
Wheatland	No	



Jurisdiction Name	Organics allowed to be placed in plastic bags in green container?	Identify the facility that provided notice that it accepts and removes plastic bags from the green container when it recovers source separated organic waste or select applicable RDRS facility number(s) if applicable
Yuba City	No	
Yuba- Unincorporated	No	
Jurisdiction Name	Additional descrip	tion
Live Oak		
Marysville		
Sutter- Unincorporated		
Wheatland		
Yuba City		
Yuba- Unincorporated		

## Organic Waste Haulers (SLCP)

Jurisdiction Name			Number of haulers approval revoked or denied	
Live Oak		1	0	
Marysville		1	0	
Sutter- Unincorporated	V	1	0	
Wheatland	V	1	0	
Yuba City		1	0	



Jurisdiction Name	Population Waiver	Number of haulers approved to collect organic waste	Number of haulers approval revoked or denied		
Yuba- Unincorporated	Ø	1	0		
Jurisdiction Name	_		facility (including hi approved haulers	gh diversion organic was	te processing fa
Live Oak	10514, 10338				
Marysville	10514, 10338				
Sutter- Unincorporated	10514, 10338				
Wheatland	10514, 10338				
Yuba City	10514, 10338				
Yuba- Unincorporated	10514, 10338				
Jurisdiction Name	No RDRS facil number	ity Identif	ied facilities not in R	ORS	
Live Oak					
Marysville					
Sutter- Unincorporated					
Wheatland					
Yuba City					
Yuba- Unincorporated					
Jurisdiction Name	Additional des	scription			
Live Oak					





Jurisdiction Name	Additional description
Marysville	
Sutter- Unincorporated	
Wheatland	
Yuba City	
Yuba- Unincorporated	



#### High Diversion Organic Waste Processing Facilities (SLCP) Jurisdiction Low Is an organic waste RDRS facility number of each facility receiving **Population** collection service organic waste from the jurisdiction Name Waiver implemented that requires use of a high diversion organic waste processing facility Live Oak No Marysville No $\sqrt{}$ No Sutter-Unincorporated $\sqrt{}$ Wheatland No Yuba City No $\sqrt{}$ Yuba-No Unincorporated **Jurisdiction Additional description Name** Live Oak Marysville Sutter-Unincorporated Wheatland Yuba City Yuba-Unincorporated



## **Commercial Programs: Yuba/Sutter Regional Waste Management Authority (2023)**

## Material Types Collected (Combined) Paper Uncoated corrugated cardboard Paper grocery bags Other paper bags/kraft paper Newspaper Office paper (white & colored ledger, computer paper, other office paper) Magazines and catalogs Folding cartons and other paperboard packaging Other recyclable paper (describe in box below) Miscellaneous paper packaging (describe in box below) Aseptic containers Gable-top cartons Compostable paper - non-packaging Compostable paper - packaging Remainder/compost paper - other (describe in box below) Landscape materials Leaves and grass Prunings and trimmings Branches and stumps





Build	ling products							
	Clean dimensional lumber							
	Clean engineered wood							
V	Clean pallets and crates							
	Wood waste - treated/painted/stained							
	Other recyclable wood (describe in box below)							
	Remainder/composite organic (describe in box below)							
_								
Food								
	Foodwaste							
$\square$	Food soiled paper							
Glass	S							
O.G.S.								
$\overline{\checkmark}$	Glass							
Meta	al							
	Aluminum							
	Tin/Steel							





Plast	ic			
$\overline{\mathbf{V}}$	Plastic #1 - PET			
V	Plastic #2 - HDPE			
V	Plastic #3 - PVC			
V	Plastic #4 - LDPE			
V	Plastic #5 - PP			
V	Plastic #6 - PS			
$\overline{\mathbf{V}}$	Plastic #7 - Other			
	Expanded or foamed plastic (any resin type)			
	Film plastic (any resin type)			
		1		
Addi	itional materials			
	Manure			
	Biosolids			
	Digestate			
	Sludges			
	Organic textiles and carpet			
	Other materials (describe in box below)			
Desci	ribe Materials(s):			
200				



## SRRE Programs

Program Name	Program description
✓ 1020-SR-BWR Business Waste Reduction Program	No Change in the Program
<ul><li>✓ 2030-RC-OSP Commercial On-Site Pickup</li></ul>	No Change in the Program
✓ 2040-RC-SFH Commercial Self-Haul	No Change in the Program
✓ 2050-RC-SCH School Recycling Programs	No Change in the Program
	No Change in the Program
	No Change in the Program
☑ 3040-CM-FWC Food Waste Composting	No Change in the Program



### Residential Programs: Yuba/Sutter Regional Waste Management Authority (2023)

## Material Types Collected (Combined) Paper Uncoated corrugated cardboard Paper grocery bags Other paper bags/kraft paper Newspaper Office paper (white & colored ledger, computer paper, other office paper) Magazines and catalogs Folding cartons and other paperboard packaging Other recyclable paper (describe in box below) Miscellaneous paper packaging (describe in box below) Aseptic containers Gable-top cartons Compostable paper - non-packaging Compostable paper - packaging Remainder/compost paper - other (describe in box below) Landscape materials Leaves and grass Prunings and trimmings Branches and stumps





Build	ling products							
V	Clean dimensional lumber							
	Clean engineered wood							
V	Clean pallets and crates							
	Wood waste - treated/painted/stained							
	Other recyclable wood (describe in box below)							
	Remainder/composite organic (describe in box below)							
F								
Food								
	Foodwaste							
	Food soiled paper							
	rood solled paper							
Glass	5							
V	Glass							
Meta	al entre de la companya de la compa							
	Aluminum							
$\overline{\mathbf{A}}$	Tin/Steel							





Plast	ic
V	Plastic #1 - PET
V	Plastic #2 - HDPE
$\overline{\checkmark}$	Plastic #3 - PVC
$\overline{\checkmark}$	Plastic #4 - LDPE
V	Plastic #5 - PP
V	Plastic #6 - PS
	Plastic #7 - Other
	Expanded or foamed plastic (any resin type)
	Film plastic (any resin type)
A =1 =1	tional materials
Add	tional materials
	Manura
	Manure Organis toxtiles and cornet
	Organic textiles and carpet
	Other materials (describe in box below)
Desc	ibe Materials(s):



## SRRE Programs

Program Name	Program description
☑ 1010-SR-BCM Backyard and On-Site Composting/Mulching	
☑ 1060-SR-MTE Material Exchange, Thrift Shops	
2000-RC-CRB Residential Curbside	
☑ 2020-RC-BYB Residential Buy-Back	
☑ 3000-CM-RCG   Residential Curbside   Greenwaste Collection	
☑ 3010-CM-RSG Residential Self-haul Greenwaste	



## **Education and Outreach: Yuba/Sutter Regional Waste Management Authority (2023)**

## SLCP, MCR, MORe, and SRRE/HHWE Education and Outreach (combined)

Jurisdiction Name	Low Population Waiver
Live Oak	
Marysville	
Sutter-Unincorporated	$\overline{\mathbf{V}}$
Wheatland	$\overline{\mathbf{V}}$
Yuba City	
Yuba-Unincorporated	$\overline{\mathbf{V}}$



What type of education and outreach were provided to all generators, including organic waste generators, and how many generators received each type of education and outreach? (Includes education and outreach for SLCP, MORe, MCR, and SRRE/HHWE) Select all that apply.

Jurisdiction Name	Print	Number of generators that received SLCP material		Number of generators that received SLCP material	contact	Number of generators that received SLCP material		Number of generators that received SLCP material
Live Oak	$\overline{\checkmark}$	2,480	$\overline{\checkmark}$	2,480	$\overline{\checkmark}$	35	$\overline{\checkmark}$	0
Marysville	$\overline{\checkmark}$	3,695	$\overline{\checkmark}$	3,695	$\overline{\checkmark}$	67	$\overline{\checkmark}$	10
Sutter- Unincorporated	$\square$	3,742	Ø	3,742	Ø	57	$\square$	0
Wheatland	$\overline{\checkmark}$	1,140	$\overline{\checkmark}$	1,140	$\overline{\checkmark}$	10	$\overline{\checkmark}$	0
Yuba City	$\overline{\checkmark}$	18,962	$\overline{\checkmark}$	18,962	$\overline{\checkmark}$	320	$\overline{\checkmark}$	0
Yuba- Unincorporated	$\square$	14,353	Ø	14,353	$\square$	75	$\square$	0



Jurisdiction Name	Describe SLCP, MCR, MORe, and SRRE/HHWE education and outreach
Live Oak	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.
Marysville	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.
Sutter- Unincorporated	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.
Wheatland	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.
Yuba City	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.
Yuba- Unincorporated	Outreach methods include distribution of a residential food waste postcard; Recology Yuba-Sutter's SB 1383 Commercial/Multi-Family brochure and cover letter; RWMA letter and 1383 flyer; group presentation; site visits; follow-up phone calls and emails; and, issuance of waivers.



ommercial Edible Food Generators Education and Outreach (SLCP)	



	What type of education and outreach were provided to commercial edible food generators and how many generators received each type of education and outreach? Select all that apply.							
Jurisdiction Name	Print	Number of edible food generators that received material		Number of edible food generators that received material	contact	Number of edible food generators that received material	Other	Number of edible food generators that received material
Live Oak	$\square$	5		5		5	V	0
Marysville	$\square$	12	$\square$	12	$\square$	12	V	0
Sutter- Unincorporate d	V	1	V	1	Ø	1	V	0
Wheatland	$\square$	5		5	$\square$	5	$\overline{\checkmark}$	0
Yuba City	$\square$	55	$\square$	55	V	55		0
Yuba- Unincorporate		0		0	Ø	0	$\square$	0



Jurisdiction Name	Describe education and outreach selected
Live Oak	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.
Marysville	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.
Sutter- Unincorporate d	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.
Wheatland	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.
Yuba City	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.
Yuba- Unincorporate d	The RWMA's Commercial Edible Food Generator flyer was mailed to Tier One Generators. Follow-up email communications with another copy of the RWMA's Commercial Edible Food Generator flyer was sent to some of the Tier One Generators that received the initial mailed copy.



# SRRE Programs

<b>Program Name</b>	Program description
✓ 5000-ED-ELC Electronic (radio ,TV, web, hotlines)	
✓ 5010-ED-PRN Print (brochures, flyers, guides, news articles)	
✓ 5020-ED-OUT Outreach (tech assistance, presentations, awards, fairs, field trips)	
✓ 5030-ED-SCH Schools (education and curriculum)	



# MWELO, CALGreen, C&D, and Other Programs: Yuba/Sutter Regional Waste Management Authority (2023)

## MWELO (SLCP)

Jurisdiction Name	Number of projects subject to the Model Water Efficient Landscape Ordinance (MWELO)
Live Oak	0
Marysville	3
Sutter-Unincorporated	1
Wheatland	2
Yuba City	43
Yuba-Unincorporated	599

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	599 MWELO projects were completed. 569 single family homes. 30 were commercial projects.



## CALGreen (SLCP)

Jurisdiction Name	Number of construction and demolition debris removal activities conducted in compliance with CALGreen
Live Oak	0
Marysville	2
Sutter-Unincorporated	7
Wheatland	47
Yuba City	77
Yuba-Unincorporated	512

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	CALGreen compliant Construction and Demo permits within the City of Wheatland was 47.
Yuba City	
Yuba-Unincorporated	CALGreen compliant Construction and Demo permits within the County was 512.



## Recycling (Combined)

#### **Inerts**

- ☑ Asphalt Paving
- ✓ Brick
- ☑ Concrete/cement
- ☑ Gypsum Board/drywall
- ☑ Rock, soils and fines
- ☑ Mixed C + D

## SRRE Programs

Program Name	Program description
✓ 2070-RC-SNL Special Collection Seasonal (regular)	Holiday tree collection program is continued after holidays.
☑ 4020-SP-TRS Tires	
☑ 4040-SP-SCM Scrap Metal	
☑ 4050-SP-WDW Wood Waste	
☑ 4060-SP-CAR Concrete/Asphalt/Rubble	
☑ 4090-SP-RND Rendering	
☑ 6010-PI-EIN Economic Incentives	



# Household Hazardous Waste Programs: Yuba/Sutter Regional Waste Management Authority (2023)

Program Name	Program description
☑ 9000-HH-PMF Permanent Facility	
☑ 9010-HH-MPC Mobile or Periodic Collection	
☑ 9030-HH-WSE Waste Exchange	
☑ 9045-HH-EWA Electronic Waste	



### Disposal Rate Calculation: Yuba/Sutter Regional Waste Management Authority (2023)

#### **Definition of Terms**

"Disposal" - Resources Code - PRC 40192. (a) Except as provided in subdivisions (b) and (c), "solid waste disposal," "disposal," or "dispose" means the final deposition of solid wastes onto land, into the atmosphere, or into the waters of the state. (b) For purposes of Part 2 (commencing with Section 40900), "solid waste disposal," "dispose," or "disposal" means the management of solid waste through landfill disposal, transformation, or EMSW conversion, at a permitted solid waste facility, unless the term is expressly defined otherwise.(c) For purposes of Chapter 16 (commencing with Section 42800) and Chapter 19 (commencing with Section 42950) of Part 3, Part 4 (commencing with Section 43000), Part 5 (commencing with Section 45000), Part 6 (commencing with Section 45030), and Chapter 2 (commencing with Section 47901) of Part 7, "solid waste disposal," "dispose," or "disposal" means the final deposition of solid wastes onto land.

Reporting-Year Disposal Amount (tons) – Defaults to the total tonnage disposed in the Reporting-Year by a jurisdiction as reported to the Recycling and Disposal Reporting System (RDRS). This total disposal contains all jurisdiction waste that was disposed in CA landfills (including Green Material ADC), transformation facilities, EMSW facilities, and exported out-of-state (including Green Material Potential Beneficial Reuse Exported), except for declared disaster debris disposal and disposal in Class II facilities, as those two types of tonnage are no longer tracked by jurisdiction of origin. Any changes will require you submit a Reporting Reporting Year Disposal Modification Certification Sheet (PDF). See User's Guide or contact LAMD representative if uncertain.

**Disposal Reduction Credits** – the EAR calculator will subtract these credits from your requested total in the Reporting-Year Disposal Amount field. Requesting credits will require you submit a Reporting Year Disposal Modification Certification Sheet (PDF). Descriptions of these credits can be found on that sheet. See EAR User's Guide or contact LAMD representative if uncertain.

**Reporting-Year Population** – January 1st estimate of the number of inhabitants occupying a jurisdiction in the Reporting-Year as prepared by the California Department of Finance (DOF)

**Reporting-Year Employment** – the estimate of the annual average number of employees by jurisdiction in the Reporting-Year as prepared by the California Employment Development Department (EDD).



Landfill Disposal (tons):		177,453.35
Transformation (tons):		0.00
Engineered Municipal Solid Waste (EMSW) Conversion Facility (tons):		0.00
Green Material ADC (tons):		0.02
Green Material Potential Beneficial Reuse Exported (tons):		0.00
Reporting-Year Disposal Amount (tons):		177,453.37
Disposal Reduction Credits (Reported):		
Disaster Waste (tons):	0.00	
Medical Waste (tons):	0.00	
Regional Diversion Facility Residual Waste (tons):	0.00	
C & D Waste (tons):	0.00	
Class II Waste (tons):	0.00	
Out of State Export (Diverted) (tons):	0.00	
Other Disposal Amount (tons):	0.00	
Total Disposal Reduction Credit Amount (tons):		0.00
Total Adjusted Reporting-Year Disposal Amount (tons):		177,453.37
Reporting-Year Population:		181,062
Reporting-Year Employment:		53,264
Reporting-Year Calculation Results (	(Per Capita)	





	Рорг	ulation	Emplo	oyment
	Target	Annual	Target	Annual
The Calculated Disposal Rate (pounds/person/day)	6.9	5.4	24.9	18.3



### Calculation Factors: Yuba/Sutter Regional Waste Management Authority (2023)

Dispo	sal Rate Accuracy
1.	Are there extenuating circumstances pertaining to your jurisdiction's disposal rate that CalRecycle should consider, as authorized by the <a href="Public Resources Code Section 41821(c)">Public Resources Code Section 41821(c)</a> ? If you wish to attach additional information to your annual report, please send those items or electronic files to your LAMD representative; include a brief description of those files below. If so, please use the space below to tell CalRecycle.
	☐ Yes. Please use the space below to tell CalRecycle.
	☑ No.

#### **Calculation Factors**

If either 1. Alternative disposal or 2. Deductions to RDRS boxes are checked, please complete, and sign the Reporting Year Disposal Modification

Certification Sheet (PDF) and save to your computer. You may enter the data and save the Disposal Modification Form to you rcomputer. Then either upload the sheet and supporting documentation using the Document Upload Section before submitting your report, or mail, e-mail or FAX to CalRecycle within 7 business days of submitting your report. If you are only claiming report-year disposal deductions for waste transported to a certified Transformation facility, you do not need to fill out the certification request.

If 3. Green Material ADC (AB 1594) box is checked: Pursuant to Public Resources Code (PRC) Section 41781.3 [(AB) 1594 (Williams, Chapter 719, Statutes of 2014)], beginning in the 2017 EAR jurisdictions are required to include information on plans to address how green material that is being used as ADC will be diverted. Jurisdictions can review disposal facilities that assigned green material ADC and the amount by using the RDRS Reports: Jurisdiction Disposal and Beneficial Reuse by Destination.

More information and brief instructions for using the inflow/outflow map is available on <u>CalRecycle's Green Material Used as Alternative Daily Cover (ADC)</u> webpage.



to our jurisdiction to adjust the tons assigned answers if there was green material assigned at after the date the EAR opens for reporting by
to our jurisdiction to adjust the tons assigned answers if there was green material assigned at after the date the EAR opens for reporting by
to our jurisdiction to adjust the tons assigned answers if there was green material assigned at after the date the EAR opens for reporting by
answers if there was green material assigned at after the date the EAR opens for reporting by
after the date the EAR opens for reporting by
n below including the tons adjusted, facility
used as ADC.
ole to claim diversion for the use of green al is not expected to be operational before
lan to address the barriers identified in the
ık e







## Waivers and Exemptions: Yuba/Sutter Regional Waste Management Authority (2023)

Jurisdiction Name	Population Waiver	Number of generators waived from requirement to subscribe to an organic waste collection service	Number of days an emergency processing facility or operational failure waiver was in effect	Tons disposed as a result of emergency processing facility or operational failure waiver	Number of days a disaster and emergency waiver was in effect
Live Oak		34	0	0.00	0
Marysville		197	0	0.00	0
Sutter- Unincorporated		377	0	0.00	0
Wheatland	$\overline{\square}$	24	0	0.00	0
Yuba City		560	0	0.00	0
Yuba-Unincorporated		72	0	0.00	0
Jurisdiction Name	Additional d	escription			
Live Oak					
Marysville					
Sutter- Unincorporated					
Wheatland					
Yuba City					
Yuba-Unincorporated					



## Jurisdiction Issued Waivers (SLCP)

Jurisdiction Name	Low Population Waiver	Number of de- minimis waivers issued	Number of physical space waivers issued
Live Oak		34	0
Marysville		197	0
Sutter- Unincorporated		377	0
Wheatland	V	24	0
Yuba City		560	0
Yuba-Unincorporated		72	0

<b>Jurisdiction Name</b>	Additional description
Live Oak	
Marysville	
Sutter- Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	



#### MORe Exemptions (MORe) **Rationale for allowing exemptions Jurisdiction Name Number of** commercial business (includes multifamily) exemptions Live Oak N/A 0 Marysville 0 N/A Exemptions are provided after a inspection is complete. They are provided for de-minimis and physical space. Sutter-377 Unincorporated Wheatland Exemptions are provided after a inspection is complete. They are provided for de-minimis and physical space. 24 Yuba City N/A 0 Yuba-72 Exemptions are provided after a inspection is complete. They are provided for de-minimis and physical space. Unincorporated



# Contamination, Inspections, and Complaints: Yuba/Sutter Regional Waste Management Authority (2023)

## Contamination Monitoring for Prohibited Container Contaminants (SLCP)

Jurisdiction Name	Low Population Waiver	Route Reviews
Live Oak		$\overline{\checkmark}$
Marysville		$\overline{\checkmark}$
Sutter-Unincorporated	V	$\overline{\square}$
Wheatland	V	$\overline{\square}$
Yuba City		$\overline{\square}$
Yuba-Unincorporated	$\overline{\checkmark}$	

Jurisdiction Name	Number of route reviews conducted for prohibited container contaminants	Waste evaluations	Waste evaluation results description
Live Oak	81		
Marysville	0		
Sutter-Unincorporated	0		
Wheatland	0		
Yuba City	0		
Yuba-Unincorporated	34		





Jurisdiction Name	Number of targeted route reviews resulting from waste evaluations	Number of notices, violations, or targeted education materials issued to generators	Additional description
Live Oak		21	Contaminants in Recycling and Organics
Marysville		0	
Sutter-Unincorporated		0	
Wheatland		0	
Yuba City		0	
Yuba-Unincorporated		12	Contaminants in Recycling and Organics



## Inspections (SLCP)

Jurisdiction Name	Number of commercial edible food (tier one) generators inspections	Number of commercial edible food (tier two) generators inspections	Number of food recovery organizations or services inspections	Number of commercial businesses inspections, if applicable
Live Oak	3	2	0	5
Marysville	8	4	0	12
Sutter-Unincorporated	0	1	0	1
Wheatland	3	2	0	5
Yuba City	23	32	1	55
Yuba-Unincorporated	0	0	0	0

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	



## Complaints (SLCP)

Jurisdiction Name	Number of complaints received	Number of complaints investigated
Live Oak	0	0
Marysville	0	0
Sutter-Unincorporated	0	0
Wheatland	0	0
Yuba City	0	0
Yuba-Unincorporated	0	0

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	



## **Enforcement and Monitoring: Yuba/Sutter Regional Waste Management Authority (2023)**

Jurisdiction Name	Low Population Waiver	businesses (includes	Number of commercial businesses (includes multifamily) included in a compliance review NOT Recycling organics
Live Oak		64	16
Marysville		253	198
Sutter-Unincorporated	$\overline{\checkmark}$		
Wheatland	$\overline{\checkmark}$		
Yuba City		875	170
Yuba-Unincorporated	$\overline{\checkmark}$		
Jurisdiction Name	Addition	al description	
Live Oak			
Marysville			
Sutter-Unincorporated			
Wheatland			
Yuba City			
Yuba-Unincorporated			

## MORe (MORe)



Jurisdiction Name	Number of commercial businesses (includes multifamily) required to recycle organics	Number of commercial businesses (includes multifamily) NOT recycling organics	Monitoring to inform those not recycling about MORe
Live Oak	64	16	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Marysville	253	198	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Sutter- Unincorporated	342	19	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Wheatland	35	14	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Yuba City	875	170	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.



Jurisdiction Name	Number of commercial businesses (includes multifamily) required to recycle organics	Number of commercial businesses (includes multifamily) NOT recycling organics	Monitoring to inform those not recycling about MORe
Yuba-Unincorporated	253	51	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	

# MCR (MCR)



Jurisdiction Name	Number of commercial businesses (includes multifamily) required to recycle organics	Number of commercial businesses (includes multifamily) NOT recycling organics	Monitoring to inform those not recycling about MORe
Live Oak	41	3	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Marysville	151	45	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Sutter- Unincorporated	170	7	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Wheatland	20	6	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Yuba City	600	75	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.
Yuba-Unincorporated	182	24	In 2023, RWMA conducted site inspections to customers to identify compliance with AB 341 and AB1826. After identifying customers that were not in compliance, RWMA is working with Recology to drop the necessary bins to all non-compliant customers.

Jurisdiction Name	Additional description
Live Oak	



Additional description

#### Notices of Violation (SLCP)

Jurisdiction Name	Low Population Waiver
Live Oak	
Marysville	
Sutter-Unincorporated	$\square$
Wheatland	$\square$
Yuba City	
Yuba-Unincorporated	$\square$

Jurisdiction Name	Notices of Violation issued for commercial organics waste generators	commercial	Number of Notices of Violation issued for commercial edible food generators (tier two)	recovery	Number of Notices of Violation issued for food recovery services	Number of Notices of Violation issued based on investigation of compliants	Number of Notices of Violation issued for residential organics waste generators
Live Oak	0	0	0	0	0	0	0
Marysville	0	0	0	0	0	0	0
Sutter-Unincorporated	0	0	0	0	0	0	0
Wheatland	0	0	0	0	0	0	0



Jurisdiction Name	Number of Notices of Violation issued for commercial organics waste generators	Number of Notices of Violation issued for commercial edible food generators (tier one)	Number of Notices of Violation issued for commercial edible food generators (tier two)	Number of Notices of Violation issued for food recovery organizations	Number of Notices of Violation issued for food recovery services	Number of Notices of Violation issued based on investigation of compliants	Number of Notices of Violation issued for residential organics waste generators
Yuba City	0	0	0	0	0	0	0
Yuba-Unincorporated	0	0	0	0	0	0	0
Jurisdiction Name	Additional desc	ription					
Live Oak							
Marysville							
Sutter-Unincorporated							
Wheatland							
Yuba City							
Yuba-Unincorporated							

#### Penalty Orders (SLCP)

Jurisdiction Name	Low Population Waiver
Live Oak	
Marysville	
Sutter-Unincorporated	$\square$
Wheatland	
Yuba City	
Yuba-Unincorporated	



Jurisdiction Name	Number of penalty orders issued for commercial organics waste generators	Number of penalty orders issued for commercial edible food generators (tier one)	Number of penalty orders issued for commercial edible food generators (tier two)	Number of penalty orders issued for food recovery organizations	Number of penalty orders issued for food recovery services	Number of penalty orders issued for residential organics waste generators
Live Oak	0	0	0	0	0	0
Marysville	0	0	0	0	0	0
Sutter-Unincorporated	0	0	0	0	0	0
Wheatland	0	0	0	0	0	0
Yuba City	0	0	0	0	0	0
Yuba-Unincorporated	0	0	0	0	0	0
Jurisdiction Name	Additional desc	ription				
Live Oak						
Marysville						
Sutter-Unincorporated						
Wheatland						
Yuba City						
Yuba-Unincorporated						

#### Enforcement Actions Resolved (SLCP)

Jurisdiction Name	Low Population Waiver
Live Oak	
Marysville	
Sutter-Unincorporated	$\overline{\square}$
Wheatland	$\square$



Jurisdiction Name	Low Population Waiver
Yuba City	
Yuba-Unincorporated	

Jurisdiction Name	actions resolved for commercial organics waste generators	Number of enforcement actions resolved for commercial edible food generators (tier one)	Number of enforcement actions resolved for commercial edible food generators (tier two)	Number of enforcement actions resolved for food recovery organizations	Number of enforcement actions resolved for food recovery services	Number of enforcement actions resolved for residential organics waste generators
Live Oak	0	0	0	0	0	0
Marysville	0	0	0	0	0	0
Sutter-Unincorporated	0	0	0	0	0	0
Wheatland	0	0	0	0	0	0
Yuba City	0	0	0	0	0	0
Yuba-Unincorporated	0	0	0	0	0	0

Jurisdiction Name	Additional description
Live Oak	
Marysville	
Sutter-Unincorporated	
Wheatland	
Yuba City	
Yuba-Unincorporated	



#### **Facilities: Yuba/Sutter Regional Waste Management Authority (2023)**

# Program Name Program description 7000-FR-MRF MRF 7020-FR-TST Transfer Station 7030-FR-CMF Composting Facility 7040-FR-ADC Alternative Daily Cover 8010-TR-BIO Biomass



#### Infrastructure and Barriers: Yuba/Sutter Regional Waste Management Authority (2023)

Mand	datory Commercial Organics Recycling (MORe): Infrastructure and barriers (AB 876)	
1.	<ul> <li>Has anything changed in the last year, since the submittal of the County capacity planning reporting requirements per 14 CCR Section 18992.1 et at.? If yes, describe in box below.</li> </ul>	
	☐ Yes.	
	☑ No.	



# Enforceable Mechanisms and Ordinances: Yuba/Sutter Regional Waste Management Authority (2023)

Jurisdiction Name	Changes to the ordinance or enforceable mechanism?	If yes, describe changes to ordinance or enforceable mechanism
Live Oak		
Marysville		
Sutter-Unincorporated		
Wheatland		
Yuba City		
Yuba-Unincorporated		

Contact Changes (SLCP)



#### **SLCP** primary contact Title Jurisdiction **Change to First Name Street address** City Last name **SLCP** name primary contact information? 1512 Eureka Road, Ste. 220 Live Oak Carrie Baxter Interim Roseville Executive Director Marysville 1512 Eureka Road, Ste. 220 Carrie Interim Roseville Baxter Executive Director 1512 Eureka Road, Ste. 220 Sutter-Carrie Roseville Baxter Interim Unincorporated Executive Director П Wheatland Carrie Interim 1512 Eureka Road, Ste. 220 Roseville Baxter Executive Director Yuba City 1512 Eureka Road, Ste. 220 Carrie Baxter Interim Roseville Executive Director Yuba-1512 Eureka Road, Ste. 220 Roseville Carrie Interim Baxter Unincorporated Executive Director **Email address** Jurisdiction Zip code **Phone** name ED@yubasutterrecycles.com Live Oak 95661 (916) 878-7413 ED@yubasutterrecycles.com Marysville 95661 (916) 878-7413 ED@yubasutterrecycles.com Sutter-95661 (916) 878-7413 Unincorporated





Jurisdiction name	Zip code	Email address	Phone
Wheatland	95661	ED@yubasutterrecycles.com	(916) 878-7413
Yuba City	95661	ED@yubasutterrecycles.com	(916) 878-7413
Yuba- Unincorporated	95661	ED@yubasutterrecycles.com	(916) 878-7413



#### **SLCP official contact**

Jurisdiction name	Change to SLCP official contact information?	First Name	Last name	Title	Street address	City
Live Oak		Mark	Scott	City Manager	9955 Live Oak Blvd	Live Oak
Marysville		Jim	Schaad	City Manager	526 C St	Marysville
Sutter- Unincorporated		Steve	Smith	County Administrative Officer	1160 Civic Center Blvd	Yuba City
Wheatland		Bill	Zenoni	City Manager	111 C St	Wheatland
Yuba City		Diana	Langley	City Manager	1201 Civic Center Blvd	Yuba City
Yuba- Unincorporated		Michael	Lee	CDSA Director	915 8th St Ste 123	Marysville

Jurisdiction name	Zip code	Email address	Phone
Live Oak	95661	mscott@liveoakcity.org	(530) 695-2112
Marysville	95661	jschaad@marysville.ca.us	(530) 749-3901
Sutter- Unincorporated	95661	smsmith@co.sutter.ca.us	(530) 822-7100
Wheatland	95661	bzenoni@wheatland.ca.gov	(530) 633-2761
Yuba City	95661	dlangley@yubacity.net	(530) 822-4602
Yuba- Unincorporated	95661	mlee@co.yuba.ca.us	(530) 749-5430

#### Ordinances or Enforceable Mechanisms (Combined)





$\checkmark$	Mandatory organic waste disposal reduction ordinance (SLCP Required)
$\checkmark$	Edible Food Recovery ordinance (SLCP Required)
$\checkmark$	CALGreen (LEED or other Green Building requirements) ordinance (SLCP Required)
$\checkmark$	Model water efficient landscape ordinance (SLCP Required)
	Mulch ordinance
	C & D ordinance
	Mandatory commercial recycling ordinance
	Mandatory multifamily recycling ordinance
	Mandatory residential recycling ordinance
	Mandatory waste collection ordinance
	Recycled content procurement ordinance
	Antiscavenging ordinance
	Green building ordinance
	Single use foodware and litter reduction ordinance
	Safe consumer-generated sharps disposal ordinance
	Safe pharmaceutical disposal ordinance
	Plastic bags and/or single use plastic bags ordinance
	Polystyrene (food and drink containers etc.) ordinance
	Other ordinances (describe below)



#### SRRE Programs

Program Name	Program description
☑ 6020-PI-ORD Ordinances	There have been no changes in 2023.



#### **Planning Documents: Yuba/Sutter Regional Waste Management Authority (2023)**

Rural F	Petiti	on for Reduction
		your jurisdiction granted a Rural Petition for Reduction by CalRecycle? See <u>Jurisdictions with an Approved Petition for Rural action</u> . For more information regarding Rural Petition for Reduction, go to <u>Rural Solid Waste Diversion Home Page</u> .
		Yes. If yes, please discuss whether the conditions under which the petition was granted still apply.  No.
Newly	Inco	rporated Cities
	Since	e the date of your last Annual Report, are there any newly incorporated cities within your county/regional agency?
		Yes. Enter new city name, incorporation date, and population at time of incorporation in the text box below.  No.
Source	Rec	luction and Recycling Element (SRRE)
	Does	the SRRE need to be revised?
		Yes. Explain below why the SRRE is not adequate, the revisions that are necessary and the timeline for making those revisions. Note: Diversion program information is updated in each Annual Report, SB 1066 time extension or alternative diversion requirement report, compliance order, etc. So, before taking any action on the revision process, please contact your LAMD representative for further discussion and additional information.
	$\overline{\mathbf{A}}$	No. Please add any notes or updates below.



#### Household Hazardous Waste Element (HHWE)

	Doe	s the HHWE need to be revised?
		Yes. Explain below why the HHWE is not adequate, the revisions that are necessary and the timeline for making those revisions. Note: Diversion program information is updated in each Annual Report. So, before taking any action on the revision process, please contact your LAMD representative for further discussion and additional information.
		No. Please add any notes or updates below.
Non-E	Dispo	osal Facility Element (NDFE)
		cribe below any changes in the use of <u>non-disposal facilities</u> , both existing and planned (e.g., is the jurisdiction using a rent facility within or outside of the jurisdiction, has a facility closed, is a new one being planned).
	no c	hanges
		there currently any non-disposal facilities that require a solid waste facility permit located (or planned to be sited) in your diction that are not identified in your NDFE?
		Yes. Your NDFE may need to be amended before the permit for this facility comes before CalRecycle for concurrence. If the facility is not identified in the NDFE, the permit may not be in conformance with your NDFE, and the permit may be denied. See CalRecycle's NDFE Guidelines at <a href="https://www.calrecycle.ca.gov/LGCentral/Library/Policy/NDFEGuide.htm">https://www.calrecycle.ca.gov/LGCentral/Library/Policy/NDFEGuide.htm</a> and contact your LAMD representative if you have any questions about the need to amend your NDFE.
	$\overline{\checkmark}$	No. Please add notes or updates below.



Summ	ary l	Plan
	Doe	s the Summary Plan need to be revised?
		Yes. Discuss below. Include a time schedule for revising the Summary Plan. Please contact your LAMD representative to request additional information and guidance.
	V	No. Please add any notes or updates below.
Areas	of co	oncern
		CalRecycle require your jurisdiction to address any areas of concern when determining the adequacy of your solid waste ning documents, or any of their elements?
		Yes. Below, discuss the actions taken to address the areas of concern.  No.
Condi	tiona	al approvals
	Did	CalRecycle give conditional approval to any of your solid waste planning documents, or any of their elements?
		Yes. Below, discuss the actions taken gain full approval of the plan/elements.
	$\overline{\mathbf{Q}}$	No.



#### Total County or Agency Wide Disposal Capacity

	If yo	u do not currently have 15 years of disposal capacity, describe your strategy for obtaining 15 years of capacity.
	n/a	
		d on the best available estimates of current and future disposal, how many years of disposal capacity does your county or inal agency have?
	Of the estin	Ostrom Road Landfill in Yuba County, California has a total design capacity of more than 41 million cubic yards. e 261-acre site, 225 acres are permitted as a Class II Landfill for solid waste disposal. In 2013, the landfill was nated to have a capacity of 27.6 million tons, which it was expected to reach by 2066. The landfill is scheduled to on December 31, 2066.
Siting	Elem	ent Adequacy
	capa	the Siting Element need to be revised? The Siting Element will need to be revised if you have less than 15 years disposal city and have not described a strategy for obtaining 15 years disposal capacity.  Yes. In the box below, provide a time schedule for revising your Siting Element. Also discuss new disposal sites or disposal strategies that changed during the report year, and how those strategies will allow the county or regional agency to attain 15 years of disposal capacity. Please also contact your LAMD representative for
	V	additional information and guidance.  No. This county or regional agency has more than 15 years of disposal capacity, has experienced no major changes in disposal practices in the past year, and expects no such changes in the near future. Please include any notes or updates below.



# Additional Information and Document Management: Yuba/Sutter Regional Waste Management Authority (2023)

1010-SR-BCM (Backyard and On-Site Compos	sting/Mulching)	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1998	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes:		
1020-SR-BWR (Business Waste Reduction Pro	ogram)	
6 .6. 60 61 . 1 10 .	D	
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
Current Status: SO - Selected and Ongoing	Report Year Diversion Tons: 0	Existed before 1990: Yes  Selected in SRRE: Yes
Current Status: SO - Selected and Ongoing		
Jurisdiction Notes:		Selected in SRRE: Yes
<b>Jurisdiction Notes:</b> No Change in the Program		Selected in SRRE: Yes
Jurisdiction Notes: No Change in the Program  1030-SR-PMT (Procurement)  Current Status: SO - Selected and Ongoing		Selected in SRRE: Yes
Jurisdiction Notes: No Change in the Program  1030-SR-PMT (Procurement)	Report Year Diversion Tons: 0	Selected in SRRE: Yes Owned or Operated: Yes



Jurisdiction Not	tes:

All jurisdictions have a procurement policy in place for recycled content procurement and the RWMA is responsible for assisting the jurisdictions in meeting the targets set in SB 1383. RWMA was under contract with Zero Foodprint to procure recovered organic waste materials towards the target set by SB 1383.

1060-SR-MTE	(Material	Exchange.	Thrift Shops)
I U U U U U U U U U U U U U U U U U U U	( ivia tel la i	LACHUINGE,	

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

#### Jurisdiction Notes:

#### 2000-RC-CRB (Residential Curbside)

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes

#### **Jurisdiction Notes:**

#### 2010-RC-DRP (Residential Drop-Off)

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes

#### **Jurisdiction Notes:**

#### 2020-RC-BYB (Residential Buy-Back)

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No

#### **Jurisdiction Notes:**

#### 2030-RC-OSP (Commercial On-Site Pickup)



Current Status: SO - Selected and Ongoing	Program Start Year: 1992	Existed before 1990: Yes
Science and ongoing	Report Year Diversion Tons: 0	Selected in SRRE: Yes
	Report rear Diversion rons. 0	
		Owned or Operated: No
Jurisdiction Notes: No Change in the Program		
2040-RC-SFH (Commercial Self-Haul)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 0	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
<b>Jurisdiction Notes:</b> No Change in the Program	•	•
2050-RC-SCH (School Recycling Programs)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
<b>Jurisdiction Notes:</b> No Change in the Program		
2070-RC-SNL (Special Collection Seasonal (reg	gular))	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes: Holiday tree collection program is continued after holi	days.	•
2080-RC-SPE (Special Collection Events)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No



3000-CM-RCG (Residential Curbside Greenwas	te Collection)	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes:		
3010-CM-RSG (Residential Self-haul Greenwas	ste)	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
3030-CM-CSG (Commercial Self-Haul Greenwa	aste)	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No
		•
Jurisdiction Notes: No Change in the Program		
	g)	
No Change in the Program	g) Program Start Year: 2016	Existed before 1990: No
No Change in the Program  3035-CM-COR (Commercial Organics Recycline	-	Existed before 1990: No Selected in SRRE: No
No Change in the Program  B035-CM-COR (Commercial Organics Recycline	Program Start Year: 2016	
No Change in the Program  3035-CM-COR (Commercial Organics Recycline	Program Start Year: 2016	Selected in SRRE: No
No Change in the Program  3035-CM-COR (Commercial Organics Recycling Current Status: AO - Alternative and Ongoing  Jurisdiction Notes:	Program Start Year: 2016	Selected in SRRE: No



	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: No
<b>Jurisdiction Notes:</b> No Change in the Program		
4020-SP-TRS (Tires)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:		
4040-SP-SCM (Scrap Metal)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Ourse de la companyata de Vala
		Owned or Operated: Yes
Jurisdiction Notes:		Owned or Operated: Yes
Jurisdiction Notes: 4050-SP-WDW (Wood Waste)		Owned or Operated: Yes
	Program Start Year: 1990	Existed before 1990: Yes
4050-SP-WDW (Wood Waste)	Program Start Year: 1990  Report Year Diversion Tons: 0	
4050-SP-WDW (Wood Waste)		Existed before 1990: Yes
4050-SP-WDW (Wood Waste)		Existed before 1990: Yes Selected in SRRE: Yes
4050-SP-WDW (Wood Waste)  Current Status: SO - Selected and Ongoing		Existed before 1990: Yes Selected in SRRE: Yes
4050-SP-WDW (Wood Waste)  Current Status: SO - Selected and Ongoing  Jurisdiction Notes:		Existed before 1990: Yes Selected in SRRE: Yes
4050-SP-WDW (Wood Waste)  Current Status: SO - Selected and Ongoing  Jurisdiction Notes:  4060-SP-CAR (Concrete/Asphalt/Rubble)	Report Year Diversion Tons: 0	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: Yes



4090-SP-RND (Rendering)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: No
Jurisdiction Notes:		•
5000-ED-ELC (Electronic (radio ,TV, web, hot	lines))	
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes:		
5010-ED-PRN (Print (brochures, flyers, guide		E:
Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:  5020-ED-OUT (Outreach (tech assistance, pre	esentations, awards, fairs, field trips))	
Current Status: SO - Selected and Ongoing	Program Start Year: 1992	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:	•	•
5030-ED-SCH (Schools (education and curric		
Current Status: SO - Selected and Ongoing	Program Start Year: 1996	Existed before 1990: No
	I	la
	Report Year Diversion Tons: 0	Selected in SRRE: Yes



Jurisdiction Notes:		
6010-PI-EIN (Economic Incentives)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1998	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:		
6020-PI-ORD (Ordinances)		
Current Status: Al - Alternative and Implemented	Program Start Year: 2011	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
<b>Jurisdiction Notes:</b> There have been no changes in 2023.		
7000-FR-MRF (MRF)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:		
7020-FR-TST (Transfer Station)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1990	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
Jurisdiction Notes: Material / no changes	•	·
7020 FD CMF (C		
7030-FR-CMF (Composting Facility)		



	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:		
7040-FR-ADC (Alternative Daily Cover)		
Current Status: AO - Alternative and Ongoing	Program Start Year: 1997	Existed before 1990: No
	Report Year Diversion Tons: 0	Selected in SRRE: No
		Owned or Operated: Yes
<b>Jurisdiction Notes:</b> Minimal ADC reported for 2023 (0.023)		
8010-TR-BIO (Biomass)		
8010-TR-BIO (Biomass)  Current Status: DE - Dropped in an earlier year	Program Start Year: 1990	Existed before 1990: Yes
	Program Start Year: 1990  Report Year Diversion Tons: 0	Existed before 1990: Yes Selected in SRRE: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:		Selected in SRRE: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)	Report Year Diversion Tons: 0	Selected in SRRE: Yes Owned or Operated: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:		Selected in SRRE: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)	Report Year Diversion Tons: 0  Program Start Year: 1991	Selected in SRRE: Yes Owned or Operated: Yes  Existed before 1990: Yes Selected in SRRE: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)	Report Year Diversion Tons: 0  Program Start Year: 1991	Selected in SRRE: Yes Owned or Operated: Yes  Existed before 1990: Yes
Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)  Current Status: SO - Selected and Ongoing	Program Start Year: 1991  Report Year Diversion Tons: 0	Selected in SRRE: Yes Owned or Operated: Yes  Existed before 1990: Yes Selected in SRRE: Yes
Current Status: DE - Dropped in an earlier year  Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)  Current Status: SO - Selected and Ongoing  Jurisdiction Notes:  9010-HH-MPC (Mobile or Periodic Collection	Program Start Year: 1991  Report Year Diversion Tons: 0	Selected in SRRE: Yes Owned or Operated: Yes  Existed before 1990: Yes Selected in SRRE: Yes
Jurisdiction Notes:  9000-HH-PMF (Permanent Facility)  Current Status: SO - Selected and Ongoing  Jurisdiction Notes:	Program Start Year: 1991 Report Year Diversion Tons: 0	Selected in SRRE: Yes Owned or Operated: Yes  Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: Yes



9030-HH-WSE (Waste Exchange)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
Jurisdiction Notes:		
9040-HH-EDP (Education Programs)		
Current Status: SO - Selected and Ongoing	Program Start Year: 1991	Existed before 1990: Yes
	Report Year Diversion Tons: 0	Selected in SRRE: Yes
		Owned or Operated: Yes
		' '
Jurisdiction Notes:		· ·
Jurisdiction Notes: 9045-HH-EWA (Electronic Waste)		·
	Program Start Year: 2001	Existed before 1990: No
9045-HH-EWA (Electronic Waste)	Program Start Year: 2001  Report Year Diversion Tons: 0	

#### **Additional Information**

Is there anything else you would like to tell CalRecycle about unique or innovative efforts by your jurisdiction to reduce organic waste generation and increase diversion, about your jurisdiction's public education efforts, or about specific obstacles to reaching your jurisdiction's implementation of an organic recycling program?

Brief description of additional information files, including calculation data for infrastructure planning.



# Regional Waste Management Authority 2023 Electronic Annual Report

Presented by: Carrie Baxter Interim Executive Director September 11, 2024

## Reported Annual Diversion Levels

Year	Tons Disposed	Population	Target Pounds per Person per Day	Annual Pounds per Person per Day	Diversion
2023	177,453	181,062	6.90	5.40	61%
2022	173,423	181,283	6.90	5.20	62%
2021	182,157	180,896	6.90	5.50	60%
2020	174,149	179,849	6.90	5.10	63%
2019	168,944	175,406	6.90	5.30	62%

# Reporting on Diversion Programs and Implementation of AB341, AB1826, and SB1383

- Types of edible food generators and recovery organizations
- Edible food recovery efforts
- Collection systems offered in each jurisdiction
- Types of education and outreach provided to generators related to organic waste and recycling collection
- Number of water efficient landscape and CalGreen projects
- Number of waivers and exemptions issued to commercial customers from organic waste collection
- Route Reviews conducted
- Number of accounts included in the Compliance Review (desk audit)
- Procurement of recovered organic waste products

## Gaps Identified

- Providing organic waste service to all residents and businesses
- Monitoring compliance through route reviews
- Procuring recovered organic waste products

## Providing Organic Waste Service to All Residents and Businesses

- Residents are compliant through the 3-cart system offered by Recology agreements
- Commercial customers are offered recycling and organic service through the current contract terms at a separate rate from trash collection services
- Compliance varies by jurisdiction

## Generators Regulated by SB 1383 (and AB 1826)

# Commercial and Multi-Family Customers Required to Comply with Organics and Recycling Service

Jurisdiction	Total Generators	Organics (2+cy)	Recycling (4+cy)
Yuba City	1,279	875	600
Yuba County*	341	253	182
Marysville	433	253	151
Live Oak	101	64	41
Sutter County*	449	342	170
Wheatland*	60	35	20

<sup>\*</sup>Wheatland, Sutter County and Yuba County have a low pop waiver for SB1383 (does not eliminate required service through AB 1826)

## **Current Compliance - Waivers**

# Commercial and Multi-Family Customers with Waivers from Organics and Recycling Service

Jurisdiction	Total Generators	Organics (2+cy)	Recycling (4+cy)
Yuba City	1,279	560	66
Yuba County*	341	72	6
Marysville	433	197	93
Live Oak	101	34	17
Sutter County*	449	377	326
Wheatland*	60	24	8

## Customers with Gaps in Service (excluding waivers)

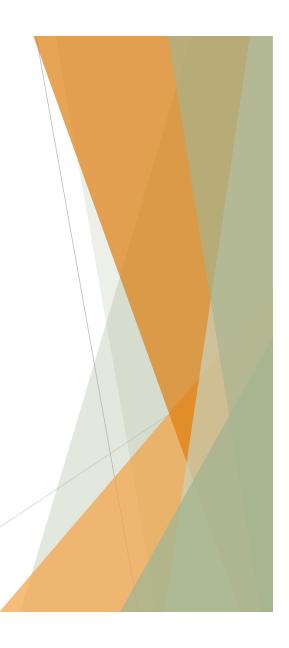
# Commercial and Multi-Family Customers not Subscribed to Organics and Recycling Service

Jurisdiction	Total Generators	Organics (2+cy)	Recycling (4+cy)
Yuba City	1,279	61	141
Yuba County*	341	191	60
Marysville	433	25	32
Live Oak	101	7	8
Sutter County*	449	2	1
Wheatland*	60	2	6

### Outreach and Education

# Site Visits and Inspections Conducted Since 2023

Conducted Since 2025			
Total Generators	Site Visits Conducted		
1,279	536		
341	67		
433	147		
101	40		
449	123		
60	60		
	Total Generators  1,279  341  433  101  449		



# Next Steps for Customers with Gaps in Service

- RWMA will follow up with all customers that do not have a waiver and are not subscribed to service with a final warning letter
  - ➤ Service will be delivered by Recology if not set up by the account holder within 30 days of notice
  - Contact information will be provided for both Recology and RWMA to address concerns
- Approximately 12% of commercial and MFD customers will receive this notice over then next 4 months

# Monitoring Compliance through Route Reviews

- Route reviews were conducted in Yuba County and Live Oak as a courtesy by Recology in 2023
- Route reviews are visual inspections of randomly selected containers (residential or commercial)
- Education is provided to customer if an issue is found
- Alternatively:
  - Conduct waste evaluation every six months

Can be delegated to Recology, but <u>must</u> be negotiated into current contracts



# Procuring Recovered Organic Waste Products

- 2023 Agreement with Zero Foodprint
  - Development and operation of a Compost Purchase Rebate Program ("Program")
  - o Provided 10% rebates on purchases of 30 cubic yards or more of compost from Recology Ostrom Organics.
  - o Included outreach, a dedicated website, rebate agreements, and reporting components, with materials distributed through the Authority and Recology Ostrom Organics.
- Final Report showed 0 participation in the Recology Ostrom Organics program
  - Lack of program promotion was the major reason participation never developed

# 2023 Recovered Organic Waste Products Procured through Zero Foodprint

Jurisdiction	2023	2024	2025+
Yuba City	1,699	3,680	5,662
Yuba County	1,526	3,307	5,088
Marysville	293	634	976
Live Oak	225	487	749
Sutter County	507	1,100	1,692
Wheatland	87	188	289
Target	4,337	9,396	14,456

2023	Actual
409	24%
368	24%
70	24%
55	24%
123	24%
21	24%
1,046	24%

Zero Foodprint contract achieved 24% of our reduced target

# Agenda Item IV. – C Staff Report

# DRAFT AGREEMENT WITH ZERO FOODPRINT FOR SB 1383 RECOVERED ORGANIC PRODUCT PROCUREMENT

### INTRODUCTION AND BACKGROUND

Senate Bill 1383 (2016) requires each jurisdiction to meet an annual per capita recovered organic product procurement target which could be sourced from compost; mulch; renewable gas for transportation, electricity, or heat; or electricity from biomass conversion to strengthen the markets and incentivize the development of new and expanded organics processing facilities. Per the amended Regional Waste Management Authority (RWMA) JPA agreement, procurement remains a member jurisdiction responsibility although the RWMA is committed to assisting with a regional approach. To ease jurisdictions into the requirement, Assembly Bill 1985 (2022) reduced the immediate requirement to just 30% for 2023, 65% for 2024, and 100% for 2025.

# Recovered Organic Waste Procurement Targets (Adjusted by AB 1985)

Jurisdiction	2021 Population	ROWP Tons Required	Compost Tons Required	2024 Compost Tons	2025 Compost Tons
Yuba City	70,776	5,662	3,284.0	2,134.6	3,284.0
Yuba County	63,596	5,088	2,951.0	1,918.2	2,951.0
Marysville	12,201	976	566.1	368.0	566.1
Live Oak	9,367	749	434.4	282.4	434.4
Sutter County	21,146	1,692	981.4	637.9	981.4
Wheatland	3,610	289	167.6	109.0	167.6
Total	180,696	14,456	8,384.5	5,449.9	8,384.5

For 2023 efforts focused on local compost procurement of products that are produced at the local Recology Ostrom Organics facility to control costs and distribute compost locally. RWMA staff and the RWMA member jurisdiction administrators developed a compost purchase rebate program modeled on one that was established in Sonoma County by contracting with Zero FoodPrint (ZFP). ZFP is private non-profit organization that coordinates compost application at agricultural sites on behalf of California municipalities. Although the scope of this program was outside of ZFP's standard Compost Connector program design ZFP agreed to develop and implement a pilot compost rebate program on behalf of the RWMA and its member agencies. The program was designed to provide a 10% rebate on the purchase price of minimum compost orders of at least 30 cubic yards from Recology Ostrom Organics up to the required number of cubic yards necessary for compliance.

Zero Foodprint reported that the local Recology Ostrom Organics rebate program did not facilitate any compost procurement in 2023. Zero Foodprint was able to provide 605.18

# Agenda Item IV. – C

tons of compost procurement credits to RWMA through other compost brokering activities they undertook as part of their Compost Connector Statewide program in Madera and San Diego Counties. Zero Foodprint recommends that RWMA focus on using ZFP's Compost Connector compost broker relationships to satisfy the 2024 and 2025 Recovered Organic Waste Product requirements. Under this program local agricultural users will still have the opportunity to use the compost broker services ZFP provides to acquire compost, but it will not limit participation to Yuba and Sutter counties.

Attached for Board consideration is a draft agreement between the RWMA and ZFP to fully satisfy the SB 1383 Recovered Organic Waste Procurement Requirements by facilitating the application of a maximum 5,449.9 tons of compost in 2024 and 8,384.5 tons of compost in 2025. These services will cost \$21 per ton of compost applied for a cost of \$114,448.15 in 2024 and \$176,074.08 in 2025. All required reporting and documentation will be provided by Zero Foodprint to RWMA staff as evidence of achieving the procurement requirements.

The total cost of the program will be covered by reallocating SB 1383 Local Assistance Grant Funds (OWR4) that were previously dedicated to a food dehydrator pilot program, the outreach plan, recordkeeping software, edible food recovery software and personnel categories.

The draft agreement has been reviewed by Zero Foodprint and RWMA staff.

#### **RECOMMENDATION**

Authorize execution of a contract with Zero FoodPrint as proposed.

# **FISCAL IMPACT**

The City will pay ZFP \$21 per ton for compost delivered to farming operations on behalf of the RWMA member agencies. The \$290,522.23 contract will be funded by the City's SB 1383 Local Assistance Grant (OWR4) from the California Department of Resources Recycling and Recovery (CalRecycle).

### ATTACHMENT(S)

- 1. RWMA Zero Foodprint 2024-25 Contract
- 2. Zero Foodprint 2024-25 Proposal



# Proposal to the Yuba Sutter RWMA for SB1383 Compost Procurement

### Overview:

Zero Foodprint is pleased to submit our proposal to the Yuba Sutter RWMA to meet the procurement requirements of the California Senate Bill 1383 (SB1383). Zero Foodprint has the experience and network to oversee compost procurement and use in agriculture throughout California. Our focus on regenerative agriculture means that each ton of compost procured not only avoids short lived climate pollutants, but promotes long term carbon sequestration within the state, supporting the health of our soil, our food, and our population.

Furthermore, Zero Foodprint is uniquely suited to oversee and administer farm projects with detailed compliance and reporting. ZFP has been procuring compost on behalf of jurisdictions for SB1383 since initial pilot projects began in 2021, and currently works with numerous jurisdictions as well as state and federal agencies for farm project management, reporting, compliance, and record keeping.

# Proposal:

Zero Foodprint will provide compost procurement and record keeping for the Yuba Sutter RWMA to assist with its 2024 and 2025 procurement targets of at least 5,449.9 and 8,384.5 tons of compost, respectively. Our pricing for this procurement will be based on your budget and climate goals. Pricing for both years' procurement is offered on a sliding scale ranging from \$290,522.23 to \$539,541.29.

# SB1383 Background:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). Effective January 1, 2022 the law mandates that businesses and governments divert organic waste away from landfills and instead use composting, anaerobic digestion, and other methods to recycle organic waste. As part of this effort, the law requires the procurement of compost that meets certain specifications.

Each Jurisdiction in California is required to procure quantities of Recycled Organic Waste Products (ROWP) based on their population. The per capita procurement target equals 0.08 tons of organic waste per resident per year. The population of Yuba and Sutter counties, including all jurisdictions within those counties, is calculated at

180,696. This equates to a ROWP procurement target of 14,456 tons. Compost, one of four acceptable ROWPs, is valued at the highest equivalent–meaning that .58 tons of compost is considered 1 ton of ROWP. Thus the Yuba Sutter RWMA's ROWP target can be calculated as 8,384.5 tons of compost. (14,456 tons ROWP multiplied by .58 tons of compost).

CalRecycle provides the following explanation<sup>1</sup>:

"A jurisdiction's procurement target is calculated by multiplying the per capita procurement target (0.08 tons of organic waste per California resident per year) by the jurisdiction population, as reported by the California Department of Finance (DOF): <a href="Population Estimates for Cities">Population Estimates for Cities</a>, Counties, and the State [see 14 CCR Section 18993.1(c)]. For more information, visit <a href="Recovered Organic Waste Product Procurement">Recovered Organic Waste Product Procurement</a>.

For the first year of compliance, 2022, jurisdictions' procurement targets will utilize the January 1, 2021, population estimates reported by the DOF. Jurisdiction procurement targets will be recalculated every five years to reflect population changes. As such, annual procurement targets for the 2022 compliance year will be in effect from January 1, 2022, through December 31, 2026."

In September 2022, California passed AB1985, approving adjustments to SB1383, including the targets of ROWP procurement. This Bill provides a step up approach to 100% of procurement targets, by adjusting the targets as follows: 2023, 30% of the procurement targets; 2024, 65%; and 2025 and beyond, 100% of procurement targets.

	Compost Procure	ment Targets (tons)
	2024	2025
Sutter		
Live Oak	282.4	434.4
Yuba City	2134.6	3284.0
Unincorporated County	637.9	981.4
Yuba		
Marysville	368.0	566.1
Wheatland	109.0	167.6
Unincorporated County	1918.2	2951.0
TOTAL	5449.9	8384.5

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<sup>&</sup>lt;sup>1</sup> https://calrecycle.ca.gov/organics/slcp/faq/recycledproducts/

# About Zero Foodprint:

Zero Foodprint is a California nonprofit organization that works to fight climate change through growing food. In collaboration with food businesses such as restaurants and groceries, farmers, and communities our work builds a more sustainable food system. The organization was founded in 2015 with the goal of reducing the carbon footprint of the food industry.

Since 2020, Zero Foodprint has focused on regenerative and climate smart agriculture as a way to draw down greenhouse gas emissions and increase the health of the food system. Regenerative agriculture is an approach to farming that emphasizes soil health, biodiversity, and ecosystem services, with the aim of enhancing the long-term sustainability and resilience of agricultural systems. In addition, the organization offers technical support to farmers on how to use compost effectively to improve soil health and productivity and promotes the adoption of regenerative agriculture practices more broadly. To date, Zero Foodprint has provided nearly \$3 Million to farms and ranches in California to support the implementation of these practices.

In addition to private sector funding, Zero Foodprint has grants from the California Department of Food and Agriculture, and the US Department of Agriculture, and is on schedule to oversee over \$12M in grants to farms and ranches throughout the US in the next three years.

Composting is an essential component of regenerative agriculture because it helps to rebuild soil organic matter and improve soil health. It is also a cost effective way to sequester CO2. This is in addition to the reduction of greenhouse gas emissions that come from diverting organic waste from landfills, where it would otherwise decompose and release methane, a potent greenhouse gas.

By working with local communities and businesses on collective action and funding, Zero Foodprint is helping to build a more sustainable and resilient food system.

Zero Foodprint has provided procurement services to numerous Jurisdictions, completing compost procurement and record keeping on their behalf. Zero Foodprint is in frequent contact with CalRecycle regarding SB1383 and procurement of ROWP. This procurement program has been designed to meet a jurisdiction's needs and CalRecycle's requirements.

Zero Foodprint is also active in the compost industry, including membership in the US Composting Council and holding a board position in the CA Association of Compost Producers.

# Compost Connector:

Zero Foodprint (ZFP) is uniquely positioned to administer the procurement and use of compost in California. With a network of scores of technical experts, agricultural organizations, and hundreds of farms and ranches throughout the state, we have the experience and the expertise to procure compost and utilize it towards long term greenhouse gas drawdown.

In response to SB1383, ZFP created the farmer-facing program Compost Connector. This program matches farms and ranches seeking compost with funding from jurisdictions interested in meeting the procurement targets.

The real world costs of using compost in agriculture are high, and the compost itself can often be the lowest cost. In addition to the material itself, transportation and application contribute significantly to the overall expense. These costs average \$75 to \$100 per ton of compost, once it is hauled to a farm and spread on the crops. Compost Connector reduces these costs for farms and ranches and creates financial opportunities for additional compost use. In many cases, Zero Foodprint contributes its own funds in addition to jurisdiction procurement funds to execute these compost application projects.

In addition to the procurement services, Zero Foodprint maintains all records of the compost transaction and use, providing project level details and reporting. These reports will provide the Yuba Sutter RWMA with simple compliance reporting to CalRecycle. When farms and ranches utilize compost following specific agricultural practice standards, Zero Foodprint is able to model the carbon sequestration utilizing COMET. COMET is a database and modeling tool designed by Colorado State University in partnership with the USDA and California Department of Food and Agriculture. This information can assist the Yuba Sutter RWMA in both its procurement targets and any climate action plans or decarbonization plans through nature based climate solutions. A sample report is attached to this proposal.<sup>2</sup>

# Pricing:

Zero Foodprint is able to offer sliding scale pricing designed to balance budgets and climate goals.

This pricing is offered in a way to allow you to choose what's best for your jurisdiction. You may select all of one price option for your procurement target or, based on your budget and climate goals, divide your procurement amount between the two tiers.

www.zerofoodprint.org

<sup>&</sup>lt;sup>2</sup> Climate Benefits Report is available for compost procured at the \$39/ton price.

	\$21/ton	\$39/ton	Total Tons of Compost
2024	\$114,448.15	\$212,546.57	5,449.9
2025	\$176,074.08	\$326,994.72	8,384.5
2024-2025	\$290,522.23	\$539,541.29	13,834.4

Our \$21/ton pricing includes meeting or exceeding your SB1383 procurement target and provides you with all required CalRecycle documentation and reporting materials.

For jurisdictions interested in contributing to a greater climate impact, our \$39/ton option offers greater impact by ensuring more compost reaches its highest and best use in agriculture for ecosystem benefits and climate change. This tier also includes climate benefit reporting, Climate Action Plan integration, and project-specific photographs.

The chart below provides you with all the benefits of both price options. Price is set per ton of compost.

Procurement Pricing	\$21/ton	\$39/ton
Access to Procurement Portal	~	~
CalRecycle Reporting Docs	~	~
Quarterly Progress Reports	~	~
EAR format reporting	~	~
Prioritize Local Procurement	~	~
Climate Benefit reporting		~
Climate Action Plan Integration		~
Yuba Sutter RWMA specific Compost Connector website (optional, must meet over 50% of annual targets with \$39/ton price tier).		~
Project photographs		V

ZFP aims to align funding with local projects whenever feasible, to support local farms and minimize transportation costs. However, due to logistical challenges, including growing season schedules and the total acreage available locally, ZFP cannot always guarantee such placement within an expedited timeline.

# EXHIBIT A TO SERVICES CONTRACT SAMPLE SCOPE OF WORK

### 1. The Work.

- 1.1 The purpose of the work to be provided by Zero Foodprint to Yuba Sutter RWMA is to facilitate RWMA's compliance with Senate Bill ("SB") 1383's recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.) ("SB 1383 Regulations").
- 1.2 Zero Foodprint will use funds provided by RWMA pursuant to section 3, below, to provide reimbursements to incentivize farmers and other compost users ("Farmers") to acquire and use recovered organic waste product ("compost") that complies with the requirements of the SB 1383 Regulations.
- 2.3 Zero Foodprint will require Farmers to use compost only from acceptable sources per SB 1383 Regulations sec. 18993.1(f)(1) and will require that Farmers use the compost in a manner that satisfies the requirements of the SB 1383 Regulations.
- 1.4 Zero Foodprint will obtain from Farmers necessary documentation to ensure compliance with SB 1383 Regulations and provide that documentation to RWMA.
- 1.5 Zero Foodprint will ensure that any compost procured on RWMA's behalf is not applied toward the SB 1383 recovered organic waste product procurement target of any other jurisdiction except as authorized by RWMA.
- 1.6 Zero Foodprint and RWMA agree that the Farmers are intended to be Direct Service Providers to RWMA pursuant to SB 1383 Regulations sec. 18982(17). If Zero Foodprint itself procures the compost on behalf of RWMA, Zero Foodprint shall be the Direct Service Provider to RWMA pursuant to SB 1383 Regulations sec. 18982(17).

#### 2 Procurement Term.

Zero Foodprint will work to procure compost on RWMA's behalf from the effective date of this Agreement until XX/XX/XXXX (the "Procurement Term").

# 3. **Payment.**

3.1 The total payment by RWMA to Zero Foodprint under this Agreement shall not exceed \$XXX,XXX.

# 3.2 <u>Payment Schedule</u>

a. Within twenty (20) business days of the effective date of this Agreement, RWMA shall pay to Zero Foodprint [10%] to facilitate initiation of the reimbursement program.

#### 4. **Procurement Goal.**

Zero Foodprint will ensure that XXXX tons or the equivalent or more of compost is procured on RWMA's behalf.

#### 5. **Documentation Provided to RWMA.**

- 5.1 Zero Foodprint will provide to RWMA the following documentation to verify procurement of compost by the Farmers on RWMA's behalf, in accordance with SB 1383 Regulations sec. 18993.2:
  - a. Agreements between Zero Foodprint and the Farmers;
  - b. Name, physical location, and contact information of each entity, operation, or facility from which the compost was procured;
  - c. Amount of compost procured;
  - d. General description of how the compost was used;
  - e. Description of where the compost was applied;
  - f. Invoices or receipts for purchase of the compost.
- 5.2 Zero Foodprint will provide the documentation listed in section 5.1 to [insert RWMA contact to receive documentation] no later than sixty (60) days after the end of the Procurement Term.
- 5.3 If the California Department of Resources Recycling and Recovery ("CalRecycle") or other RWMA with oversight over RWMA's compliance with SB 1383 and the SB 1383 Regulations requests from RWMA further documentation to establish procurement and use of the compost, Zero Foodprint will work with RWMA to identify, obtain, and/or provide such documentation.

# **Compost Requirements**

As required in 14 CCR 18993.1(f)(1), compost procured to perform the Services shall meet the following criteria:

#### 1) Materials:

- a) Acceptable materials are:
  - i) Compost, including fine, medium, and coarse compost.
  - ii) The portion of topsoil, biotreatment soil mix, or other blend that is compost.
  - iii) See attached specification for additional requirements.
- b) Unacceptable materials include:
  - i) Compost that exceeds state maximum limitations for pathogens, metals, and physical contaminants in 14 CCR § 17868.2 17868.3.1.
  - ii) Uncomposted compostable materials, including:
    - (1) Digestate
    - (2) Biosolids/sewage sludge
    - (3) Manure
    - (4) Tree trimmings and green waste
  - iii) Biochar
  - iv) Fertilizers and soil amendments, including:
    - (1) synthetic fertilizer
    - (2) nitrolized sawdust
    - (3) gypsum
    - (4) urea
  - v) Topsoil, fill (except as described in (1)(a)(ii))

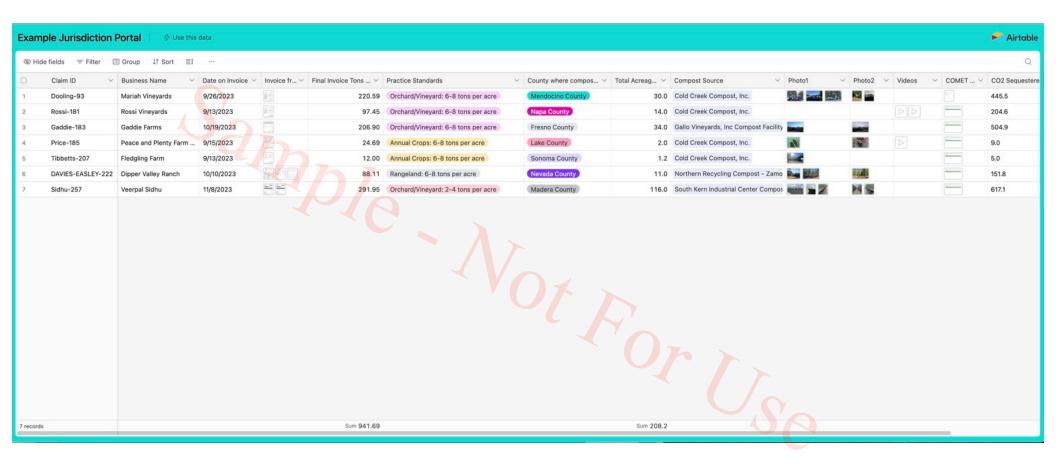
# 2) Sources:

- a) Acceptable sources of compost: (per 14 CCR 18993.1(f)(1)):
  - A compostable material handling facility with a Full Solid Waste Facility Permit or Registration Permit, or that is authorized under the Enforcement City Notification Tier under 14 CCR § 17854.1
  - ii) A large volume in-vessel digestion facility that composts on-site.

#### 3) Definitions:

- a) "Biochar" means the charcoal product of biomass conversion through pyrolosis (along with ash and syngas).
- b) "Biosolids" means solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Biosolids includes, but is not limited to, treated domestic septage and scum or solids removed in primary, secondary, or advanced wastewater treatment processes. Biosolids includes the residue solids resulting from the co-digestion of anaerobically digestible material with sewage sludge. Biosolids does not include ash generated during the firing of sewage

- sludge in a sewage sludge incinerator or grit and screenings generated during the preliminary treatment of domestic sewage in a treatment works. 14 CCR 17852(a)(9)
- c) "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility. 14 CCR 17896.2(a)(4)
- d) "Compostable material" means any organic material that when accumulated will become active compost. 14 CCR 17852(a)(11)
- e) "Compostable Material Handling Facility permitted or authorized by <u>14 CCR § 17854.1</u>" means a facility described by the tiered regulatory system adopted by the California Integrated Waste Management Board in 1994.
- f) "Digestate" means the solid and/or liquid residual material remaining after organic material has been processed in an in-vessel digester. 14 CCR 17896.2(a)(6)
- g) "Large Volume In-vessel Digestion Facility" means a facility that receives an average greater than 100 tons of solid waste per operating day or greater than 700 tons (2,800 cubic yards) per week of solid waste for digestion in an in-vessel digester. 14 CCR 17896.2(a)(15)
- h) "Manure" is an agricultural material and means accumulated herbivore or avian excrement. This definition shall include feces and urine, and any bedding material, spilled feed, or soil that is mixed with feces or urine. 14 CCR 17896.2(a)(18)



# Agenda Item IV. - C

						SB 1383 Impleme	ntation Record Tool Guide					
						Exar	nple Jurisdiction					
Project Name	Date Prod	luct C	Quantity Unit	Direct Procurement or Direct Service Provider?	Direct Service Provider Name	Product Supplier Name	Product Supplier Location	Product Supplier Contact Information	Details of Product Use	Location of Product Application	Invoice or Receipt File Location	Other Notes
Vinyard	5/23/2023 Compost			rds Direct Service Provider		Cold Creek Compost, Inc.	6000 Potter Valley Road Ukiah, 95482		Regenerative Agriculture	Sonoma County	All documentation in Zero Foodprint report	
rm	10/21/2023 Compost		48.21 Tons	Direct Service Provider		Agromin Organics Recycling	6859 Arnold Road Oxnard, 93033				All documentation in Zero Foodprint report	
nios	10/10/2023 Compost		677.06 Tons	Direct Service Provider		Cold Creek Compost, Inc.	6000 Potter Valley Road Ukiah, 95482		Regenerative Agriculture		All documentation in Zero Foodprint report	
s Farm	7/1/2023 Compost 10/24/2023 Compost	_		rds Direct Service Provider		Z-Best Composting Facility	980 State Hwy. 25 Gilroy, 95020		Regenerative Agriculture		All documentation in Zero Foodprint report	
at Vineyard ning LLC			23.92 Tons 47 Tons	Direct Service Provider  Direct Service Provider		South Kern Industrial Center Compost Facility  Z-Best Composting Facility	2653 Santiago Road Taft, 93268		Regenerative Agriculture Regenerative Agriculture		All documentation in Zero Foodprint report  All documentation in Zero Foodprint report	
ch	9/9/2023 Compost 11/1/2023 Compost	$\rightarrow$	47 Tons 48.51 Tons	Direct Service Provider		Otay Mesa Compost Facility	980 State Hwy. 25 Gilroy, 95020 434 Alta Rd. San Diego, 92154		Regenerative Agriculture Regenerative Agriculture		All documentation in Zero Foodprint report  All documentation in Zero Foodprint report	

# **Example Farm**

County: San Joaquin County Underserved Population: Asian

Tons Procured: 24.00 Acres of Application: 3.0

Modeled CO2 Benefit: 14.0 Product Name: Greenwaste Compost

Project Completion Date: 8/3/2023 Application Rate: Annual Crops: 6-8 tons per acre

Compost Connector Claim ID: Example-456

# Compost Facility Information:

Site Name	Address	City	Zipcode	CalRecycle ID	SWIS Number	Contact
Lopez Ag Service, Inc.	11499 Florin Road & Eagles Nest Road	Sacramento	95830	2116	34-AA-0203	Mitch Lopez 916-539- 1389

# Photos of Project Implementation:









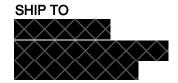
Lopez AG Service, INC.

11499 Florin Rd. Sacramento, CA 95830

Phone: (916) 682-5450 Fax: (916) 682-6251

# **INVOICE**





DATE 08/03/2023

DUE DATE 08/03/2023

TERMS Due on receipt

SHIP VIA Semi

Natural Fertilizers:Custom blend
Payment for 15 tons of chx
blended compost and 9 tons of greenwas
compost (24 tons) delivered and speal of clean open flat ground @ 2505 Wes Hammer
Lane, Stockton, CA

Notes: Zero Foodprint is providing compost reimbursement to grower.

Thank you for your business.

 SUBTOTAL
 1,584.00

 TAX
 0.00

 TOTAL
 1,584.00

 PAYMENT
 1,584.00

 BALANCE DUE
 \$0.00

# COMET-Planner Report: Approximate Carbon Sequestration and Greenhouse Gas Emission Reductions and Greenhouse Gas Emission Reductions and Greenhouse Cometage Cometage

Project Name: Example Farm

County: San Joaquin

Date: 2024/1/26 12:4:22

NRCS Conservation Practices	Unit Value	Units	Carbon Dioxide	Nitrous Oxide	Methane	Total CO2 Equivalent	Estimated Payment
Compost (C/N > 11) Application to Annual Crops, Purchased from a certified composting facility - 8 tons/acre	3	Acre(s)	14	-0	0	13	\$3,600
Totals			14	-0	0	13	\$3,600

<sup>\*</sup>Negative values indicate a loss of carbon or increased emissions of greenhouse gases

<sup>\*\*</sup>Values were not estimated due to limited data on reductions of greenhouse gas emissions from this practice

<sup>\*\*\*</sup>Final payment may be different than estimated payment, pending application review and approval

# **Example Vineyard**

County: Mendocino County Underserved Population: Veteran

Tons Procured: 493.18 Acres of Application: 76.0

Modeled CO2 Benefit: 1,108.8 Product Name: Agrow Blend Compost

Project Completion Date: 10/10/2023 Application Rate: Orchard/Vineyard: 6-8 tons per acre

Compost Connector Claim ID: Example-123

# Compost Facility Information:

Site Name	Address	City	Zipcode	CalRecycle ID	SWIS Number	Contact
Cold Creek Compost, Inc.	6000 Potter Valley Road	Ukiah	95482	2855	23-AA-0029	(707) 485-5966

# Photos of Project Implementation:





Cold Creek Compost, Inc. 6000 E. Side Potter Valley Rd. Ukiah, CA 95482 707.485.5966 coldcreekcompost.com

**Invoice** 

DATE

10/13/23

BILL TO





P.O. #	PHONE	TERMS	DUE DATE	SHIP DA	ΓE S	HIP VIA
ZeroFoodPrint CC147	$\times\!\!\times\!\!\times\!\!\times$	Net 30	11/10/23	10/10/2	23	Various
DESCRIPTION		QTY	RATE	TONS	TAG NO.	AMOUNT
Agrow Blend Compost / To		23.37	76.00	23.37	217305	1,776.12
Load, Delivered Within 5 H Agrow Blend Compost / To	ns, Full 2	23.18	76.00	23.18	217312	1,761.68
Load, Delivered Within 5 H Agrow Blend Compost / To		24.11	76.00	24.11	217323	1,832.36
Load, Delivered Within 5 H Agrow Blend Compost / To		21.37	76.00	21.37	217324	1,624.12
Load, Delivered Within 5 H	ours				-	•
Agrow Blend Compost / To Load, Delivered Within 5 H	•	23.73	76.00	23.73	217331	1,803.48
Agrow Blend Compost / To Load, Delivered Within 5 H		21.83	76.00	21.83	217332	1,659.08
Agrow Blend Compost / To	ns, Full 2	23.02	76.00	23.02	217333	1,749.52
Load, Delivered Within 5 H Agrow Blend Compost / To		22.87	76.00	22.87	217339	1,738.12
Load, Delivered Within 5 H Agrow Blend Compost / To		24.15	76.00	24.15	217340	1,835.40
Load, Delivered Within 5 H	ours					

# Total Payments/Credits Balance Due

Sales Agreement: It is agreed by accepting the material purchased herein, that the Buyer is obligated to pay the amount due to the Seller, in accordance with the Seller's regular rates and terms, which shall be due 30 days from delivery. If unpaid on the due date, such balance shall be subject to a Delinquency Charge equal to 1 1/2% per month on the outstanding balance. Furthermore, if the balance remains unpaid for 15 days after written notice, Seller may refer or assign said balance to a collection agency or an assignee, and in that event the amount due may be increased by the amount equal to the collection charge or sale amount to such assignee (33% of the balance due) or reasonable attorney fees as set by a court.

Cold Creek Compost, Inc. 6000 E. Side Potter Valley Rd. Ukiah, CA 95482 707.485.5966 coldcreekcompost.com

**Invoice** 

DATE #

10/13/23

BILL TO





P.O. #	PHONE	TERMS	DUE DAT	E SHIP DA	TE S	SHIP VIA
ZeroFoodPrint CC147	$\times\!\!\times\!\!\times\!\!\times$	Net 30	11/10/2	3 10/10/	23	Various
DESCRIPTION		QTY	RATE	TONS	TAG NO.	AMOUNT
Agrow Blend Compost / To Load, Delivered Within 5 H		24.71	76.00	24.71	217341	1,877.96
***Actual Gross Weight = 8	1,120 lbs.	22.05	<b>5</b> 6.00	22.07	045045	4.04.440
Agrow Blend Compost / To Load, Delivered Within 5 H		23.87	76.00	23.87	217345	1,814.12
Agrow Blend Compost / To	ons, Full	24.49	76.00	24.49	217353	1,861.24
Load, Delivered Within 5 H Agrow Blend Compost / To	ns, Full	24.21	76.00	24.21	217360	1,839.96
Load, Delivered Within 5 H Agrow Blend Compost / To Load, Delivered Within 5 H	ns, Full	24.58	76.00	24.58	217369	1,868.08
Agrow Blend Compost / To Load, Delivered Within 5 H	ns, Full	23.84	76.00	23.84	217383	1,811.84
Agrow Blend Compost / To Load, Delivered Within 5 H	ons, Full ours	24.36	76.00	24.36	217410	1,851.36
***Actual Gross Weight = 8 Agrow Blend Compost / To Load, Delivered Within 5 H	ns, Full	22.46	76.00	22.46	217417	1,706.96
Agrow Blend Compost / To Load, Delivered Within 5 H	ns, Full	23.4	76.00	23.4	217426	1,778.40

# Total Payments/Credits Balance Due

Sales Agreement: It is agreed by accepting the material purchased herein, that the Buyer is obligated to pay the amount due to the Seller, in accordance with the Seller's regular rates and terms, which shall be due 30 days from delivery. If unpaid on the due date, such balance shall be subject to a Delinquency Charge equal to 1 1/2% per month on the outstanding balance. Furthermore, if the balance remains unpaid for 15 days after written notice, Seller may refer or assign said balance to a collection agency or an assignee, and in that event the amount due may be increased by the amount equal to the collection charge or sale amount to such assignee (33% of the balance due) or reasonable attorney fees as set by a court.

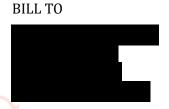
Cold Creek Compost, Inc. 6000 E. Side Potter Valley Rd. Ukiah, CA 95482 707.485.5966 coldcreekcompost.com

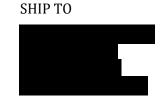
# Invoice

DATE

#

10/13/23





P.O. #	PHONE	TERMS	DUE DATE	SHIP DA	TE	SHIP VIA
ZeroFoodPrint CC147	$\times\!\!\times\!\!\times\!\!\times\!\!\times$	Net 30	11/10/23	10/10/2	23	Various
DESCRIPTION		QTY	RATE	TONS	TAG NO.	AMOUNT
Agrow Blend Compost / To		24.09	76.00	24.09	217441	1,830.84
Load, Delivered Within 5 Hours Agrow Blend Compost / Tons, Full Load, Delivered Within 5 Hours		21.49	76.00	21.49	217450	1,633.24
Agrow Blend Compost / Tons, Full		24.05	76.00	24.05	217451	1,827.80
Load, Delivered Within 5 He Agrow Blend Discount - Sur			-20.00%			37,481.68 -7,496.34

Total \$29,985.34

Payments/Credits \$0.00

Balance Due \$29,985.34

Sales Agreement: It is agreed by accepting the material purchased herein, that the Buyer is obligated to pay the amount due to the Seller, in accordance with the Seller's regular rates and terms, which shall be due 30 days from delivery. If unpaid on the due date, such balance shall be subject to a Delinquency Charge equal to 1 1/2% per month on the outstanding balance. Furthermore, if the balance remains unpaid for 15 days after written notice, Seller may refer or assign said balance to a collection agency or an assignee, and in that event the amount due may be increased by the amount equal to the collection charge or sale amount to such assignee (33% of the balance due) or reasonable attorney fees as set by a court.

# COMET-Planner Report: Approximate Carbon Sequestration and Greenhouse Gas Emission Reductions and Greenhouse Gas Emission Reductions and Greenhouse Cometage Cometage

Project Name: Example Vineyard

County: Mendocino

Date: 2024/1/26 12:28:30

NRCS Conservation Practices	Unit Value	Units	Carbon Dioxide	Nitrous Oxide	Methane	Total CO2 Equivalent	Estimated Payment
Compost (C/N > 11) application to Application to Orchards or Vineyards, Purchased from a certified composting facility - 6 tons/acre	76	Acre(s)	348	-12	0	336	\$68,400
Totals			348	-12	0	336	\$68,400

<sup>\*</sup>Negative values indicate a loss of carbon or increased emissions of greenhouse gases

<sup>\*\*</sup>Values were not estimated due to limited data on reductions of greenhouse gas emissions from this practice

<sup>\*\*\*</sup>Final payment may be different than estimated payment, pending application review and approval

# COMPOST PROCUREMENT & DIRECT SERVICE PROVIDER AGREEMENT



This agreement is made by and between Grower Example ("Provider") and Zero Foodprint ("ZFP"), who agree as follows:

1. <u>Purpose.</u> Provider wishes to acquire recovered organic waste product for use at Example Farm [business name] in the form of finished compost ("Compost") on behalf of ZFP's client agencies ("Agencies") to assist the Agencies in complying with the requirements of regulations implementing Senate Bill 1383, California Code of Regulations, title 14, sections 18993.1 through 18993.4 (the "SB 1383 Regulations"), in exchange for reimbursement of some of Provider's costs to acquire the Compost. Provider thus intends to and agrees to be a "Direct Service Provider" as defined by the SB 1383 Regulations, section 18982(17) to the Agency/ies specified in Section 2.c, below.

# 2. Compost Reimbursement Program

- a. This Compost Reimbursement Program is subject to ZFP obtaining funding for the program. Signing this agreement does not guarantee that Provider will receive reimbursement for Compost. ZFP may suspend the program at any time, for any reason, including but not limited to lack of or change in funding or change in the SB 1383 Regulations or the interpretation thereof.
- b. Provider acknowledges that only Compost products that (i) meet the definition of compost in California Code of Regulations, title 14, sections 17896.2(a)(4) and 18993.1(f)(1), and (ii) are obtained from a vendor listed on ZFP's list of Approved Vendors of Compost (see section 2.e.i, below) are eligible for reimbursement.
- c. Provider agrees that the Agencies listed in Exhibit A may claim credit for Provider's use of the Compost.
- d. Provider agrees that it will not allocate Compost reimbursed pursuant to this Agreement to any other organization or jurisdiction for the purpose of satisfying SB 1383 compost procurement requirements.
- e. To receive a reimbursement for purchased Compost, Provider must comply with the following steps:
  - ZFP will maintain a list of Approved Vendors of Compost, which is available at <a href="https://www.zerofoodprint.org/compost">https://www.zerofoodprint.org/compost</a> (the "Portal"). Only Compost purchased from Approved Vendors is eligible for reimbursement.
  - ii. ZFP will post on the Portal when reimbursements are available for purchasing Compost and the value of such reimbursements. To receive a reimbursement, Provider must first start a claim. Once a claim has been

#### DDOVIDED ACREMENT



COMPOST PROCUREMENT & DIRECT SERVICE PROVIDER AGREEMENT

- started, Provider must select an available reimbursement by logging in to the "Portal" and selecting quantity and type of reimbursement coupons.
- iii. After claiming an amount of Compost for reimbursement via the Portal, Provider must purchase and request reimbursement for the amount of Compost claimed within 30 days. If Provider does not submit documentation for reimbursement pursuant to Section 2.d.iv, below, by that time, ZFP may release the claimed reimbursement to other program participants, and Provider may not be reimbursed after that time.
- iv. After claiming the Compost, Provider must provide the following documentation to ZFP within 30 days, by logging in to Portal, selecting the previously made claim, and uploading the following documentation:
  - Invoice(s) for Compost that includes the name and address of Approved Vendor, Compost product name, and amount of Compost product purchased (by weight or volume). The name on the invoice must match the name of the party signing this Agreement or the name of the farm identified in Section 1.
  - Brief description of how Compost was used.
  - 3. Identification of location where Compost was used.

# 3. ZFP Obligations

a. Upon receipt from Provider of the documentation described in Section 2.e.iv, ZFP will review the claim and uploaded documentation. Upon review, satisfactory and complete claims will be approved. Payment will be made via paper check or ACH payment.

# 4. General Provisions

- a. <u>Term</u>. The term of this Agreement shall begin on the date last signed below and end on 12/31/2024.
- b. <u>Public Records</u>. This Agreement and documentation submitted to ZFP pursuant to this Agreement may be provided to Agencies contracting with ZFP, and thereafter may become public records subject to disclosure under the California Public Records Act, Cal. Gov. Code sec. 7290.000, et seq.
- c. <u>Assumption of Risk/Release of Liability</u>. By signing this Agreement, Provider promises not to sue or otherwise make a claim against ZFP or the Agencies (including ZFP's and the Agencies' employees, officers, agents, volunteers, subcontractors, successors, and assigns) for any injury, property damage, or other harm related to Provider's participation in the Compost reimbursement





### COMPOST PROCUREMENT & DIRECT SERVICE PROVIDER AGREEMENT

program, including purchase and use of the Compost, and transportation of the Compost to the location where Provider uses it.

Provider expressly agrees that this assumption and release is intended to be as broad and inclusive as permitted by California law. Provider acknowledges that it has read the foregoing and is aware of the legal consequences of this Agreement including that it prevents it from suing ZFP and the Agencies for any injury or property damage suffered due to participation in the Compost reimbursement program.

- d. <u>Termination</u>. Either Provider or ZFP may cancel this Agreement at any time and without cause upon five (5) days' written notice. In the event of termination, Provider shall be entitled to reimbursement for all Compost claimed and purchased pursuant to Section 2.d prior to the effective date of termination, provided Provider provides ZFP with the documentation required by Section 2.d.iv.
- e. <u>Amendments</u>. The parties may amend this Agreement only by a writing signed by all the parties.
- f. <u>Dispute Resolution</u>. The parties shall make a good faith effort to meet and to settle any dispute or claim arising under this Agreement prior to pursuing litigation. If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.
- g. <u>Governing Law</u>. The laws of the State of California shall govern this Agreement.
- h. <u>Venue</u>. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Francisco or in the United States District Court for the Northern District of California.
- i. <u>Severability</u>. If a court of competent jurisdiction finds or rules that any provision, including but not limited to any clause, term, section, or subsection, of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- j. <u>No Implied Waiver of Breach</u>. The waiver of any breach of a specific provision of this Agreement does not constitute a continuing waiver or a waiver of any other breach of that term or any other term of this Agreement. No waiver or modification is valid unless made in writing.

# COMPOST PROCUREMENT & DIRECT SERVICE PROVIDER AGREEMENT

- k. <u>Successors and Assigns</u>. The provisions of this Agreement and all surviving covenants shall inure to the benefit of and shall apply to and bind the successors, heirs, and assigns of the parties.
- I. <u>Integration</u>. This Agreement, including attached Exhibits, represents the entire and integrated agreement between ZFP and Provider and supersedes all prior negotiations, representations, or agreements, either written or oral.

AGREED:

Signature

Date

**Grower Example** 

Example Farm

123 Main Street

Farm City CA 91208 grower@examplefarm.com

555555555



# REGIONAL WASTE MANAGEMENT AUTHORITY AND ZERO FOODPRINT AGREEMENT FOR ZERO FOODPRINT TO DEVELOP AND OPERATE A COMPOST PURCHASE REBATE PROGRAM

This Agreement is made by and between the Regional Waste Management Authority ("Authority") on behalf of the Authority's Member Agencies (Cities of Live Oak, Marysville, Yuba City and Wheatland and Counties of Yuba and Sutter) and Zero Foodprint ("Contractor"), who agree that:

- Purpose of Agreement. This is an agreement for development and operation of a Compost Purchase Rebate Program ("Program") by Contractor that can be applied to the Authority's Member Agencies' procurement targets for compliance with Senate Bill 1383 regulations ("SB 1383") as more specifically described in Exhibit A - Scope of Work of this Agreement. Authority will be responsible for allocating the total tons of compost procured through the rebate program to the Authority's Member Agencies.
- 2. <u>Term.</u> The term of this agreement commences on the date both parties sign this Agreement ("Effective Date") and extends through **April 1, 2026**, or the completion of the Program as described in Exhibit A Scope of Work, whichever occurs first. This agreement may be renewed by mutual written agreement between the parties. Authority may terminate this agreement upon written notice to Contractor for material breach of this agreement.
- 3. Payment. Authority shall reimburse Contractor \$21.00 per ton of procured compost as described in Exhibit A Scope of Work. Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a copy of this Agreement signed on behalf of the Authority. Authority shall provide Contractor with a ten percent (10%) retainer upon both parties signing this Agreement and the initial invoice may be submitted only after (1) this Agreement is fully executed, (2) insurance certificates and endorsements required by this Agreement have been submitted, and (3) signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted. Contractor will invoice not more than once per month, and payments will be due and payable by Authority within 30 days of submittal of the invoice and the supporting documentation described in Exhibit A Scope of Work is submitted.
- 4. Compliance With Laws. Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders, and decrees applicable to this project. Contractor represents and warrants to the Authority that Contractor shall, at its own expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Contractor to practice its profession or are necessary and incident to the due and lawful prosecution of the services it performs under this Agreement. Contractor shall at all times during the term of this Agreement provide written proof of such licenses, permits, insurance, and approvals upon request by the Authority. The Authority is not responsible or liable for Contractor's failure to comply with any or all of the requirements contained in this paragraph.

- 5. <u>Insurance</u>. Contractor and all subcontractors shall procure and maintain insurance as required by the provisions set forth in Exhibit B Insurance Requirements. Compost purchasers under this Agreement (as described in Exhibit A Scope of Work) shall not be considered subcontractors for the purposes of this requirement.
- 6. <u>Independent Contractor</u>. In the performance of the services in this Agreement, Contractor is an independent contractor and is not an agent or employee of the Authority. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit Authority to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and over the employment, direction, compensation, and discharge of all persons assisting Contractor in performance of said service hereunder. Contractor shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security and income tax withholding, workers' compensation insurance, and all other regulations governing such matters.
- 7. INDEMNITY. Contractor agrees to indemnify, defend, and hold harmless the Authority, the Authority's member jurisdictions, and their respective officials, officers, members, agents, employees and volunteers (collectively the "indemnitees") from and against any and all actions, claims, demands, losses, and costs, (collectively "Losses") arising out of or in any way connected with the performance of this agreement. Contractor shall pay all costs and expenses that may be incurred by the Indemnitees in enforcing this indemnity, including reasonable attorneys" fees. The duty to defend Indemnitees from the Losses is a separate obligation from the obligation to indemnify. The duty to defend arises immediately upon notice of a claim and continues until such claim is finally resolved. The duty to defend applies even if the claim is meritless. The duty to defend applies even if it is claimed that the Indemnitees are responsible for the alleged Losses. The provisions of this section survive the expiration or earlier termination of the agreement.
- 8. Assignment; Subcontracting; Employees.
  - a. <u>Assignment</u>. Contractor shall not assign, delegate, or transfer its duties, responsibilities, or interest in this Agreement without the prior express written consent of the Authority. Any assignment without such approval shall be void and, at the Authority's option, shall terminate this Agreement and any license or privilege granted herein.
  - b. <u>Subcontracting</u>. Contractor shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement without the prior express written consent of the Authority. If the Authority consents to Contractor's hiring of subcontractors, all subcontractors are deemed to be employees of Contractor and Contractor agrees to be responsible for their performance. Contractor shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control.

- 9. <u>Exhibits</u>. All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.
- 10. <u>Contract Administration</u>. For purposes of notice to either party, the primary representatives of Authority and Contractor for contract administration are listed below.

	Authority	Contractor
Primary	Carrie Baxter, Interim Executive Director	Leo Beckerman
Representative:		
Address:	Regional Waste Management Authority	Zero FoodPrint
	PO Box V	2370 Market Street, Suite 103
	Yuba City, CA 95992	Box #332
		San Francisco, CA 94114
Telephone:	(530) 634-6890	(510) 214-4515
Cell Phone:	((916) 782-7821	
E-mail:	executivedirector@YubaSutterRecycles.com	leo@zerofoodprint.org

11. <u>Power to Execute Agreement</u>. Each individual executing this Agreement, on behalf of one of the parties, represents that they are duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Contractor	Authority
[Insert Name, Title]	Carrie Baxter, Interim Executive Director
Date:	Date:
	APPROVED AS TO FORM:
	Brant Bordsen, Legal Counsel
	Date:

### **Attachments**

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

### **Exhibit A - Scope of Work**

# 1. The Work

- 1.1. The purpose of the work to be provided by Contractor to Authority is to facilitate the Authority Member Agencies' compliance with SB 1383 recovered organic waste product procurement requirements, as described in the California Code of Regulations Title 14, Division 7, Chapter 12, Article 12 Procurement of Recovered Organic Waste Products (14 CCR 18993.1 et seq.). Contractor shall perform these Services on behalf of the Authority and its Member Agencies.
- 1.2. Contractor will use funds provided by Authority pursuant to section 3 below, to provide reimbursements to incentivize farmers and other compost users ("Farmers") to acquire and use recovered organic waste product ("compost") that complies with the requirements of SB 1383 Regulations.
- 1.3. Contractor will require Farmers to use compost only from acceptable sources per SB 1383 Regulations sec. 18993,1 (f)(1) and will require that Farmers use the compost in a manner that satisfies the requirements of the SB 1383 Regulations.
- 1.4. Contractor will obtain from Farmers necessary documentation to ensure compliance with SB 1383 Regulations and provide that documentation to Authority.
- 1.5. Contractor will ensure that any compost procured on Authority's behalf is not applied toward the SB 1383 recovered organic waste product procurement target of any other jurisdiction except as authorized by Authority.
- 1.6. Contractor and Authority agree that the Farmers are intended to be Director Service Providers to Authority pursuant to SB 1383 Regulations sec. 18982(17). If Contractor itself procures the compost on behalf of Authority, Contractor shall be the Director Service Provider to Authority pursuant to SB 1383 Regulations sec. 18982(17).

### 2. Procurement Term

2.1. Contractor will work to procure compost on Authority's behalf from the effective date of this Agreement until 04/01/2026 (the "Procurement Term").

# 3. Payment.

- 3.1. <u>Contract Amount.</u> Authority agrees to pay up to \$21.00 per ton of procured compost. Authority agrees to pay Contractor a sum not to exceed \$290,500.00 for services to be performed and reimbursable costs incurred under this Agreement.
- 3.2. <u>Payment Schedule.</u> Within thirty (30) days of the effective date of this Agreement, Authority shall pay Contractor a ten percent (10%) retainer to facilitate initiation of the reimbursement program.

#### 4. Procurement Goal.

- 4.1. Contractor will ensure that 13,834.4 tons or the equivalent or more compost is procured on Authority's behalf, including 5,449.9 tons of compost purchased and delivered to Farmers before December 31, 2024, and 8,384.5 tons of compost purchased and delivered between January 1 and December 31, 2025.
- 4.2. Authority shall not compensate Contractor for compost purchased and delivered to Farmers in excess of 5,449.9 tons before December 31, 2024, and 8,384.5 tons purchased and delivered between January 1 and December 31, 2025.

# 5. Documentation Provided to Authority.

- 5.1. Contractor shall provide Authority the following documentation to verify procurement of compost by the Farmers on Authority's behalf, in accordance with SB 1383 Regulations sec. 18993.2:
  - 1. Agreements between Contractor and the Farmers;
  - 2. Name, physical location, and contact information of each entity, operation, or facility from which the compost was procured;
  - 3. Amount of compost procured;
  - 4. General description of how the compost was used;
  - 5. Description of where the compost was applied; and
  - 6. Invoices or receipts for purchase of the compost.
- 5.2. On an annual basis during the term of this Agreement, the Contractor shall provide the documentation listed in section 5.1 to the Authority's Executive Director, or his or her designee, no later than June 30.
- 5.3. If the California Department of Resources Recycling and Recovery ("CalRecycle") or other Authority with oversight over Authority's compliance with SB 1383 and the SB 1383 Regulations requests from Authority further documentation to establish procurement and use of the compost, Contractor shall work with Authority to identify, obtain, and/or provide such documentation.

-End of Exhibit A-

# Exhibit B - Insurance Requirements

- 1. During the life of this Agreement, Contractor and all subcontractors shall maintain the following minimum insurance:
  - A. Comprehensive general liability insurance: Insurance Services an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - B. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Authority, its employees or agents.
  - C. Contractor shall submit to Authority certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Authority has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies. Contractor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this Agreement except after providing 30 days prior written notice to Authority. If an insurance policy required by this Agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Authority and obtain substitute insurance meeting the requirements of this Agreement. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the Agreement.
- 2. As to all of the policies of insurance listed above, the following shall apply:
  - A. <u>Authority as Additional Insured</u>. The Authority, the Authority's member jurisdictions, and their officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Authority, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the

specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured 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. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, the Authority's member jurisdictions, and their officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy, or on the Authority's own form.

- B. <u>Other Insurance Provisions</u>. The policies are to contain, or be endorsed to contain, the following provisions:
  - i. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, the Authority's member jurisdictions, and their officers, officials, employees or volunteers.
  - ii. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- C. <u>Umbrella/Excess Insurance</u>. 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 non-contributory basis for the benefit of Authority (if agreed to in a written contract or agreement) before the Authority's own Insurance or self-insurance shall be called upon to protect it as a named insured.
- 3. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify Authority by telephone. Contractor shall promptly submit to Authority a written report, in such form as may be required by Authority of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Authority's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.

-End of Exhibit B-

# RWMA Agreement With Zero Foodprint

Presented by Carrie Baxter

Regional Management Waste Authority – Executive Director (Interim)





### Procurement

- Purpose of Procurement:
  - Require jurisdictions to procure recovered organic waste products to strengthen markets for the products, to drive infrastructure investment, and create a more circular economy for organic waste.
- Procurement of Recovered Organic Waste Products:
  - Jurisdictions are required to procure products made from recovered organic waste, of which **compost** is the most available and cost-effective.
- Procurement Reporting:
  - Entities report to CalRecycle each August 1st on procurement activities conducted in the prior year.







# What is a Procurement Target

- Each jurisdiction's procurement target is calculated based on their 2021 Population (recalculated in 2027)
- AB1985 was passed in September of 2022 which reduced the procurement targets for 2023 to 30% of the ROWP target and for 2024 to 65% of the ROWP target.
- The target may be met by purchasing Compost, Mulch, Renewable Energy (Transportation Fuel, Heat, and Electricity) from Anaerobic Digestion and/or Electricity from Biomass Conversion.
  - Compost is the most widely available and cost-effective way to meet the requirement
  - Compost brokers further lower the cost of compost application by mitigating the costs of transportation and spreading of material.





# RWMA's Procurement Target

- The RWMA with all its Jurisdictions has a procurement target of 14,456 Tons
- RWMA Reported 1,045 tons (7.2% of full requirement) of ROWP procurement in 2023.

Jurisdiction	2021 Population	ROWP Tons Required	Compost Tons Required	2024 Compost Tons	2025 Compost Tons
Live Oak	9,367	749	434.4	282.4	434.4
Yuba City	70,776	5,662	3,284.0	2,134.6	3,284.0
Sutter County	21,146	1,692	981.4	637.9	981.4
Marysville	12,201	976	566.1	368.0	566.1
Wheatland	3,610	289	167.6	109.0	167.6
Yuba County	63,596	5,088	2,951.0	1,918.2	2,951.0
Total	180,696	14,456	8,384.5	5,449.9	8,384.5

# How do we meet the Procurement Target

- Direct Service Provider Agreements:
  - These are contracts between jurisdictions and service providers, that aim to facilitate compliance with SB 1383 procurement by ensuring services like composting, mulching, are provided efficiently and effectively.
- Direct Service Agreements can help jurisdictions meet their procurement targets by allowing the services and products provided under the agreement (e.g., compost, mulch) to count towards their procurement goals.





# Zero Foodprint 2023 Agreement

- An agreement was made with ZFP in January 2023 to develop and operate a Compost Purchase Rebate Program.
- Provided 10% rebates on purchases of 30 cubic yards or more of compost from Recology Ostrom Organics.
- Included outreach, a dedicated website, rebate agreements, and reporting components,
   with materials distributed through the Authority and Recology Ostrom Organics.
  - Lack of program promotion resulted in no rebates in 2023
  - ZFP facilitated 1,046 tons of recovered organic waste for RWMA through its Compost Connector Program.





# 2024 Zero Foodprint Agreement

- In June of 2024, the RWMA began establishing a new agreement with ZFP to assist with its 2024 and 2025 Procurement Targets.
- What's the difference between this agreement and the last one?
  - ZFP's Compost Connector Program matches farms and ranches seeking compost with funding from jurisdictions interested in meeting the procurement targets.
  - The Compost Connector Program will be used throughout California, and the compost does NOT need to be purchased directly from the Recology Ostrom Facility.
    - The Program is still available to local agricultural partners, but removing that limitation will allow ZFP to facilitate compost applications Statewide to be able meet RWMA's requirements
  - ZFP will ensure that any compost procured on RWMA's behalf is applied toward the procurement target for our member Jurisdictions.







## 2024 Zero Foodprint Agreement

- Pricing for 2024 and 2025 procurement is estimated at \$290,522
- RWMA Procurement targets are
   5,449.9 tons of compost in 2024 and
   8,384.5 tons of compost in 2025.
- RWMA prepared a budget revision for the SB 1383 Local Assistance Grant Program (OWR4: 2022-23) to reallocate funds for this agreement.

	Compost Procurement Targets (tons)		
	2024	2025	
Sutter			
Live Oak	282.4	434.4	
Yuba City	2134.6	3284.0	
Unincorporated County	637.9	981.4	
Yuba			
Marysville	368.0	566.1	
Wheatland	109.0	167.6	
Unincorporated County	1918.2	2951.0	
TOTAL	5449.9	8384.5	

	\$21/ton	Total Tons of Compost
2024	\$114,448.15	5,449.9
2025	\$176,074.08	8,384.5
2024-2025	\$290,522.23	13,834.4



# Assembly Bill 2346 - Procurement Moving Forward

- The proposed legislation, AB 2346 is designed to support the implementation of SB 1383 by allowing additional organic waste products to meet the requirement.
  - This includes expanding the types of compost, mulch, and other derived products that qualify.
- A new procurement credit factor will be created to decrease the SB 1383 organic waste conversion factor for locally applied compost,
  - Giving it nearly five times the procurement credit value compared to other compost.
- Local jurisdictions will be able to set their own per capita procurement targets by using waste characterization data from the last 5 years.











### RWMA and ZFP Conclusion

- In 2023 Procurement target was not met, even with the help of ZFP due to lack of promotion and participation.
- RWMA and ZFP have developed a new Agreement to use the ZFP Compost Connector Program to match agricultural partners seeking compost with funding from the RWMA to meet the procurement targets of SB1383.
  - Compost Connector will allow for local agricultural partners to still acquire
    discounted compost, but the program will also be available to agricultural users
    throughout California to fully meet the 2024 procurement target.
- RWMA and its Member Agencies may develop letters of support for AB2346 which may reduce the RWMA's burden with procurement requirements of SB1383.
  - Expands the eligible organic waste products list, incentivizes local programs and facilities to engage in organic waste recycling and procurement, and allows jurisdiction to set their per capita procurement targets.







### Agenda Item IV. – D Staff Report

### HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM (HD 43 CYCLE, FY 2024/2025)

#### INTRODUCTION AND BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) issued a Notice of Funding Availability for the 43<sup>rd</sup> Cycle of the Household Hazardous Waste (HHW) Grant Program for FY 2023/2024 and applications were due by August 20, 2024. Staff is now requesting that the Board adopt the attached resolution authorizing the submittal of this regional funding application. CalRecycle is proposing to make \$1,000,000 available in this competitive grant cycle for small projects that complement existing and/or regional HHW programs. Examples of small projects eligible for funding include public education and outreach, temporary HHW collection events, minor improvements to an existing HHW facility, purchase of personal protection equipment; and, 8-hour refresher Hazardous Waste Operations and Emergency Response Standards (HAZWOPER) training.

The maximum grant award for regional, rural and JPA applicants is \$100,000. Grant awards are anticipated in early 2025 with the grant term until February 29, 2028. The RWMA applied for and was awarded \$100,000 grant from the 37th Cycle of this program which was used to update and print hazardous waste program brochures, install a new outdoor water supply on the east side of the HHW Facility building, purchase replacement and additional personal protection equipment for use at the HHW Facility, and replace potions of cacked concrete paving on the west side of the HHW Facility building.

Due to the application due date and the Board meeting schedule, staff submitted an application for \$100,000 for the 43<sup>rd</sup> Cycle of the HHW Grant Program on August 20, 2024 for the following projects:

- Redesign and print hazardous waste program brochures to update and replace the current brochure stock;
- Purchase replacement and additional personal protection equipment (e.g., gloves, masks and lab coats) for use at the HHW Facility;
- Repair security fencing around the perimeter of the HHW Facility;
- Repair leaks in ceiling of office area at HHW Facility; and
- Replace worn signage promoting E-waste section, re-use items center, and at main entrance of HHW Facility;
- Replace potions of cracked concrete paving on the west side of the building near drop off location; and
- Provide grant project management and administration.

Staff is requesting that the Board adopt the attached resolution authorizing the submittal of a regional application for the 43<sup>rd</sup> Cycle Household Hazardous Waste Grant Program for FY 2024/2025, which is due by the secondary submittal date of September 20, 2024.

#### Agenda Item IV. - D

Letters of authorization for the RWMA to participate in this grant program are not required because the grant will be submitted under the JPA.

#### RECOMMENDATION

Adopt Resolution No. 4-24 authorizing the submittal of a regional application for the Household Hazardous Waste Grant Program (HD 43 Cycle) for FY 2024/2025 as proposed.

#### **ATTACHMENT**

Resolution 4-24 authorizing the submittal of a regional application for the Household Hazardous Waste Grant Program for FY 2024/2025 (HD43).

#### **REGIONAL WASTE MANAGEMENT AUTHORITY**

#### **RESOLUTION NO. 4-24**

#### HOUSEHOLD HAZARDOUS WASTE GRANT PROGRAM HD 43 CYCLE, FY 2024/2025

WHEREAS, Public Resources Code sections 48000 et seq. authorize the California Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, the Household Hazardous Waste Grant Program, HD 43 Cycle, FY 2024/2025 allows regional grant projects; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Waste Management Authority authorizes the submittal of a regional application for a Household Hazardous Waste Grant, HD 43 Cycle, FY 2024/2025 on behalf of itself as Lead Agency and the participating jurisdictions identified as follows: Cities of Live Oak, Marysville, Wheatland and Yuba City and the Counties of Yuba and Sutter.

**BE IT FURTHER RESOLVED** that the Executive Director of the Regional Waste Management Authority, or his/her designee, is hereby authorized and empowered to execute on behalf of the Regional Waste Management Authority all grant related documents, including, but not limited to, applications, payment requests, agreements and amendments necessary to secure grant funds and to implement the approved grant project; and.

BE IT FURTHER RESOLVED that these authorizations are effective until March 1, 2028.

The foregoing resolution was passed by the Regional Waste Management Authority this 11<sup>th</sup> day of September 2024. Effective September 11, 2024.

	Date	
Chairperson		
Regional Waste Management Authority		
ATTEST:		
ATTEST.		
	_	
	Date	
Clerk to the Board		

#### Agenda Item IV. – E Staff Report

### BEVERAGE CONTAINER RECYCLING GRANT PROGRAM (RBC CYCLE 36, FY 2024/2025)

#### INTRODUCTION AND BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) issued a Notice of Funding Availability for the 36th and 37th Cycle of the Beverage Container Recycling (RBC) Grant Program for FY 2024/2025 and applications are due by September 24, 2024. Staff is now requesting that the Board adopt the attached resolution authorizing the submittal of this regional funding application. CalRecycle is proposing to make \$1,500,000 available in this competitive grant cycle for projects that implement new program or enhance existing programs to convenient beverage container recycling opportunities in various locations statewide.

The maximum grant award for regional, rural and JPA applicants is \$275,000. Grant awards are anticipated in early 2025 with the grant term until April 1, 2027 (RBC36 FY 2024-25).

RWMA staff plan to submit an application for \$275,000 for the 36<sup>th</sup> Cycle of the RCB Grant Program on September 24, 2024 for the following projects:

- Water bottle refill stations, including replacements and maintenance;
- Purchase of equipment or materials related to infrastructure (beverage container recycling bins/receptacles, cluster bins, lids, receptacle liners, in-unit totes);
- Dual bin collection systems that are permanently attached together to include landfill and cash redemption value (CRV) collection at bus stops; and
- Public education and outreach materials promoting beverage container recycling.

Staff is requesting that the Board adopt the attached resolution authorizing the submittal of a regional application for the 36<sup>th</sup> Cycle Beverage Container Recycling Grant Program for FY 2024/2025, which is due by the secondary submittal date of October 23, 2024. Letters of authorization for the RWMA to participate in this grant program are not required because the grant will be submitted under the JPA.

#### RECOMMENDATION

Adopt Resolution No. 5-24 authorizing the submittal of a regional application for the Beverage Container Recycling Grant Program (RBC Cycle 36) for FY 2024/2025 as proposed.

#### **ATTACHMENT**

Resolution 5-24 authorizing the submittal of a regional application for the Beverage Container Recycling Grant Program for FY 2024/2025 (RBC Cycle 36).

#### REGIONAL WASTE MANAGEMENT AUTHORITY

#### **RESOLUTION NO. 5-24**

### Beverage Container Recycling Grant Program RBC36, FY 2024/2025

**WHEREAS**, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1 (g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

**WHEREAS**, in furtherance of this authority Cal Recycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, the payment program allows regional participation; and

**WHEREAS**, CalRecycle's procedures for administering payment programs require, among other things, a regional applicant's governing body to declare by resolution certain authorizations related to the administration of the payment programs.

**NOW, THEREFORE, BE IT RESOLVED** that the Regional Waste Management Authority is authorized to submit a Beverage Container Recycling Grant Program (RBC36: 2024/2025) regional application, on behalf of itself as Lead Agency and the following participants: Cities of Live Oak, Marysville, Wheatland and Yuba City and the Counties of Yuba and Sutter; and

**BE IT FURTHER RESOLVED** that the Regional Waste Management Authority Executive Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment under the Beverage Container Recycling Grant Program; and

**BE IT FURTHER RESOLVED** that this Resolution is effective until May 1, 2027.

The foregoing resolution was passed by the Regional Waste Management Authority this 11<sup>th</sup> day of September 2024. Effective September 11, 2024.

	Date	
Chairperson		
Regional Waste Management Authority		
ATTEST:		
	Date	
Clerk to the Board		