

GLENN COUNTY
WASTE MANAGEMENT REGIONAL AGENCY
A JOINT POWERS AUTHORITY



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M E M B E R S

CITY OF ORLAND
CITY OF WILLOWS
COUNTY OF GLENN

**GOVERNING BOARD OF
DIRECTORS**

Glenn County Supervisors

Tom Arnold	Dist. 3
Grant Carmon	Dist. 1

City Council Members

Mathew Romano	Orland
Jeffery Tolley	Orland
Chris Dobbs (Alt)	Orland
Forrest Sprague	Willows
Gary Hansen (Alt)	Willows

Tom Arnold
CHAIR
Matthew Romano
VICE CHAIR

AGENDA

October 26, 2023 - 10:30 a.m.

**MEMORIAL HALL
BOARD OF SUPERVISORS CHAMBERS
525 W. SYCAMORE
WILLOWS, CA 95988**



1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Chair Arnold
Member Carmon
Member Romano
Member Tolley
Member Sprague

4. MINUTES

4.1 Approve the Minutes of July 27, 2023

5. UNSCHEDULED ITEMS

Receive comments from audience, staff and committee members and, if deemed necessary, refer the subject matter for follow-up and/or schedule the matter on a subsequent Agenda if required.

6. ACTION ITEMS

None

7. REPORTS AND DISCUSSION ITEMS

7.1. Solid Waste Operations Update

7.2. CIWMP Review – Draft Five-Year Countywide Integrated WM Plan For review and comments

7.3. Recommendation on how to address frequent contamination/overage customers

7.4. Franchise Fees – Definition and Discussion

7.5. Waste Management Quarterly Report

- Sacramento Recycling & Transfer Station SOTA

8. FUTURE AGENDA ITEMS

9. NEXT MEETING

January 25, 2024, 10:30 a.m.
Willows Memorial Hall, Board of Supervisors Chambers
525 W Sycamore Street, Willows, CA

10. ADJOURN

In compliance with the Americans with Disabilities Act, Glenn County will make available to disabled members of the public disability-related modification or accommodations. Notification two days prior to the meeting will enable the County to make arrangements to provide reasonable accommodations. If requested, this document and other agenda materials can be made available in an alternative format for persons with a disability who are covered by the Americans with Disabilities Act. Contact the Clerk of the Board Office with your request for accommodations at (530) 934-6400.

Glenn County Waste Management Regional Agency

Members:

Thomas Arnold, Board of Supervisor
Grant Carmon, Board of Supervisor
Forrest Sprague, Willows
Gary Hansen, Willows **Alternate**

Additional:

Andrew Parrish, Cal Recycle Local Asst.
Diana Ramirez, Waste Management
Cahill Chavers, Waste Management
Tony Prochaska, Waste Management
Teri Ard, Johns Manville
Local Enforcement Agency, Environmental Health
Marti Brown, City of Willows, City Manager
Pete Carr, City of Orland, City Manager

Press/FAX List:

Valley Mirror, FAX 934-9208

Members: (continued)

Mathew Romano, Orland
Jeffery Tolley, Orland
Chris Dobbs, Orland **Alternate**

Additional: (continued)

Donald Rust, Director PW
Talia Richardson, Deputy Director PW
Jolene Swanson, Clerk PW

Posted:

Willows Memorial Hall, 525 W. Sycamore St., Willows, CA 95988

Also Posted:

Glenn County Website at:

<http://www.countyofglenn.net/committee/waste-management-regional-agency-governing-board-glenn-county/resources>

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MINUTES

July 27, 2023

*****THIS MEETING WAS RECORDED AND FURTHER DETAIL CAN BE HEARD ON THE GLENN COUNTY WEBSITE*****

1. CALL TO ORDER

Chair Arnold called the meeting to order at 10:31 a.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

MEMBERS:

Tom Arnold, County of Glenn, Chair
Grant Carmon, County of Glenn
Gary Hansen, Alternate - Willows

Mathew Romano, Orland, Vice-Chair

ABSENT:

Jeffery Tolley, Orland

COUNTY STAFF PRESENT:

Don Rust, PW Director
Talia Richardson, PW Deputy Director
Jolene Swanson, PW Clerk

OTHERS PRESENT:

Diana Ramirez, Waste Management Public Sector Manager

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4. MINUTES

MATTER 4.1: APPROVE MINUTES OF APRIL 27, 2023

Documents: Minutes of April 27, 2023

Proceedings: Chair Arnold introduced the item, calling for corrections or comments.
Hearing none, Chair Arnold asked for a motion.

Motion/Second: Member Carmon / Member Romano

Order: Approve minutes of the April 27, 2023 meeting, as presented.

Vote: Unanimous

5. UNSCHEDULED ITEMS

None

6. ACTION ITEMS

None

7. REPORTS AND DISCUSSION ITEMS

MATTER 7.1 SOLID WASTE OPERATIONS UPDATE

Documents: Glenn County Solid Waste (GCSW) Update - 7/27/2023

Proceedings: Chair Arnold introduced the item.

Mrs. Richardson went over the GCSW Update and touched on the following:

Tonnage - 2023 tonnage, through June 30, 2023, sent to Anderson Landfill is 13,583. Tonnage recycled is 1,070.

Beverage Contain Recycling City/County Payment Program - Fiscal Year 2021-22 had \$20,000 grant funding - We still have beverage recycling funding available. Have been working with the City of Willows for some water refilling stations and the schools for any needs they may have. Please remember, if you hear of others that could benefit from these funds, send them our way.

Household Hazardous Waste Discretionary Grants - \$100,000 grant - Meeting next week with the California Product Stewardship Council. One gallon propane tanks are now available. Looking at how we will get those distributed out to the community.

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Local Government Waste Tire Amnesty Grant – \$50,000 grant – We have applied for an extension, due to all the storm damage. We should start holding events again in the fall.

Used Oil Payment Program (OPP) – \$10,000 grant – Reminder there are multiple locations throughout the county, including the Transfer Station, that will take used oil and filters for recycling.

Community Clean Up Day – Willows held their event on July 22nd at the Willows Waste Water Treatment plant; this was a well ran, successful event. Will report tonnage collected from that event at the October meeting. City of Orland will have their event on October 7th at the fairgrounds. The county has their Transfer Station event planned for October 21st. Mrs. Richardson handed out flyers to committee members to share or put up around town. We will also be posting to our website, advertising in the Valley Mirror, and getting it out on social media.

SB 1383 Local Assistance Grant Program – \$60,589 grant – Still in consistent discussions with Environmental Health as a lot of the demands are placed on them for the requirements. We have an upcoming meeting to check on the progress.

Illegal Dumping 2023 – Through June 30, 2023 we have picked up just over 14 tons. Member Carmon inquired if we have any funding from the state to offset the county's cost. Mrs. Richardson replied no.

MATTER 7.2

Documents:

Proceedings:

Upcoming Community Clean Up Day Events

None

We are asking both cities and the members of this board for any information on anything that has not worked or anything we can do differently to improve the events. Please speak with your city staff and share this information with us prior to the upcoming events if possible. Member Romano inquired on the fairground location of Orland's event. Diana Ramirez stated that the last event had to be moved just outside the grounds due to another event being held there and they had to redirect people. This year there is no conflict and they will hold it in the same historical location as past events. Member Romano suggested someone look into that location as their flea market has flowed into the parking lot and just make sure there will be no conflicts. Mrs. Ramirez stated she would speak with City of Orland staff to make sure they won't be encroaching on the flea market space. Resident addresses are

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checked, although, if they live within the county, they will not be turned away. We just want to make sure that the events are promoted accurately for each jurisdiction to avoid people just showing up to any event they want to as this creates too many at some and not enough at others.

MATTER 7.3

Illegal Dumping

Documents:

None

Proceedings:

As stated earlier, 14 tons were collected from January 1, 2023 thru April 27, 2023. The staff time and equipment charges for that period came to twenty thousand one hundred ninety-four dollars and thirty-six cents (\$20,194.36). Solid Waste, when fully staffed, will send two people out for litter patrol while picking up for service requests of called in illegally dumped items. Our road crews will also pick up items that they find and bring back to the dumpsters in each yard for disposal. Member Carmon inquired if we still have inmates assist solid waste staff still. Mrs. Richardson stated that we used to but there was difficulty with supervision staffing. Currently we only use Salt Creek and it is difficult because they have them on other jobs.

MATTER 7.4

JPA – Potential Revision

Documents:

None

Proceedings:

One of the tasks within the five-year countywide integrated WM plan is to review the JPA. Pete Carr, Orland City Manager, has made requests in the past for changes. We have sent copies of the JPA to both City of Orland and City of Willows asking for their review and any comments or requested changes which, we will pass on to the consultant. We recently revised the bylaws and the City of Willows counsel had one comment regarding where meetings can be held. Currently it states meetings shall be held at any place, “within or without the State”, which has been designated and agreed upon”. They would like that changed to “within the jurisdiction of the body”. We have asked them if that change could be held until a later date.

Member Carmon inquired on the requests of Mr. Carr.

Mrs. Richardson stated he has mentioned multiple times of the involvement of the cities. We have also heard from Board members in the past of the financial involvement of the cities, that there currently is none at this time and the county is bearing all the cost of the solid waste operation yet, the franchise fees are given to both cities and the county. These are the types of concerns that we will share with the consultants. They will then come back to this group with their revisions and possibly what other agencies are doing as well so that we can make an informed decision here.

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Member Hanson inquired on what are the franchise fees are.
Mrs. Richardson stated she would research and bring this information to the next meeting.

Mrs. Ramirez commented that she will also collect what the average over the last twelve months was and share at the next meeting. Customers pay WM and WM in turn pays back a portion to the county. It is ten percent of the gross receipts.

Mrs. Richardson also shared that with SB 1383 and all the changes that have occurred since 1998, we need to revise all these documents and develop a good solid waste master plan for the county so we have a blueprint to move forward.

MATTER 7.5

Waste Management Quarterly Report

Documents:

None

Proceedings:

At the last meeting there were questions asked and the information has been provided in this packet. Diana is here to answer any questions. We did receive notice that our recyclables will be taken to an alternate location while the recycle center goes through a scheduled upgrade which will take approximately six months.

Member Carmon asked if the graphs could be explained, such as the charge ticket versus no charge ticket.

Mrs. Ramirez explained the information collected was from October 2022 thru March 2023 and included all three jurisdictions combined. Day count is days serviced. Average ticket per day are actually tickets or notifications that were issued. Percent is what percentage per day. If Tuesday is a higher collection day, you may see a higher number of notifications given. Charge tickets are chargeable notifications/tickets versus no charge notifications/tickets. Bar graphs to show how folks are trending.

Chair Arnold inquired if this is working and are you seeing a reduction in problems.

Mrs. Ramirez stated yes, you can see this are the bar graphs as we go into 2023. We can see who are repeat offenders and the there is wording in the contract that states WM can remove their bins if individuals are consistent repeat offenders, not changing their behavior. Also, someone had asked last meeting if people were discontinuing their recycling service because of the new rules and the answer is no, it has been consistent. We are moving and trending in the right direction.

Member Carmon inquired if there was information on what the top contamination item was.

Mrs. Ramirez stated plastic bags for sure.

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8. FUTURE AGENDA ITEMS

Member Romano requested the cities and county be able to see lists of the frequent offenders so that they can get involved and possibly send letters out to assist WM. Mrs. Ramirez stated that would be great, we would love the support.

9. NEXT MEETING

Date: October 26, 2023 10:30 a.m.

Location: Willows Memorial Hall, Board of Supervisors Chambers
525 W Sycamore Street, Willows, CA.

10. ADJOURN

Meeting adjourned at 11:30 a.m.

Five-Year CIWMP/RAIWMP Review Report Template

Public Resources Code (PRC) Sections 41770 and 41822, and Title 14, California Code of Regulations (CCR) Section 18788 require that each countywide or regional agency integrated waste management plan (CIWMP or RAIWMP), and the elements thereof, be reviewed, revised if necessary, and submitted to the Department of Resources Recycling and Recovery (CalRecycle) every five years. CalRecycle developed this Five-Year CIWMP/RAIWMP Review Report template to streamline the Five-Year CIWMP/RAIWMP review, reporting, and approval process.

A county or regional agency may use this template to document its compliance with these regulatory review and reporting requirements and as a tool in its review, including obtaining Local Task Force (LTF) comments on areas of the CIWMP or RAIWMP that need revision, if any. This template also can be finalized based on these comments and submitted to CalRecycle as the county or regional agency's Five-Year CIWMP or RAIWMP Review Report.

The [Five-Year CIWMP/RAIWMP Review Report Template Instructions](#) describe each section and provide general guidelines with respect to preparing the report. Completed and signed reports should be submitted to the CalRecycle's Local Assistance & Market Development (LAMD) Branch at the address below. Upon report receipt, LAMD staff may request clarification and/or additional information if the details provided in the report are not clear or are not complete. Within 90 days of receiving a *complete* Five-Year CIWMP/RAIWMP Review Report, LAMD staff will review the report and prepare their findings for CalRecycle consideration for approval.

If you have any questions about the Five-Year CIWMP/RAIWMP Review Report process or how to complete this template, please contact your LAMD representative at (916) 341-6199. Mail the completed and signed Five-Year CIWMP/RAIWMP Review Report to:

Dept. of Resources Recycling & Recovery
Local Assistance & Market Development, MS-9
P. O. Box 4025
Sacramento, CA 95812-4025

To edit & customize this template, the editing restrictions (filling in forms) must be disengaged. Select the Review tab, Protect Document, and then Restrict Formatting and Editing (uncheck editing restrictions). There is no password (options). Please contact your LAMD representative at (916) 341-6199 with related questions.

General Instructions: Please complete Sections 1 through 7, and all other applicable subsections. Double click on shaded text/areas () to select or add text.

SECTION 1.0 COUNTY OR REGIONAL AGENCY INFORMATION			
I certify that the information in this document is true and correct to the best of my knowledge, and that I am authorized to complete this report and request approval of the CIWMP or RAIWMP Five-Year Review Report on behalf of:			
County or Regional Agency Name Glenn County Waste Management Regional Agency		County(s) [if a RAIWMP Review Report] Glenn	
Authorized Signature		Title Public Works Director	
Type/Print Name of Person Signing Donald Rust		Date	Phone (530) 934-6530
Person Completing This Form (please print or type) Talia Richardson		Title Deputy Director of Public Works	Phone (530) 934-6530
Mailing Address P.O. Box 1070	City Willows	State CA	Zip 95988
E-mail Address solidwaste@countyofglenn.net			

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SECTION 2.0 BACKGROUND

This is the county's fifth Five-Year Review Report since the approval of the CIWMP.

The following changes have occurred since the approval of the county's planning documents or the last Five-Year CIWMP Review Report (whichever is most recent):

- | | |
|---|---|
| <input type="checkbox"/> Diversion goal reduction | <input type="checkbox"/> New city (name(s) _____) |
| <input type="checkbox"/> New regional agency | <input checked="" type="checkbox"/> Other <u>Landfill Closure</u> |
| <input type="checkbox"/> Changes to regional agency | |

Additional Information (optional)

In October 2020 construction activities associated with the Landfill Final Closure Cap Project were completed. Transfer station operations began on October 14, 2019, Waste Management (WM) transport and disposal contracts went into effect and all waste has since been transferred by WM's subcontractor and delivered to the Anderson Landfill.

SECTION 3.0 LOCAL TASK FORCE REVIEW

a. In accordance with Title 14 CCR, Section 18788, the Local Task Force (LTF) reviewed each element and plan included in the CIWMP and finalized its comments

- at the 10/26/2023 LTF meeting. electronically (fax, e-mail) other (Explain):

b. The county received the written comments from the LTF on 10/26/2023.

c. A copy of the LTF comments

- is included as Appendix A.
 was submitted to CalRecycle on 10/27/2023.

SECTION 4.0 TITLE 14, CALIFORNIA CODE OF REGULATIONS SECTION 18788 (3) (A) THROUGH (H)

The subsections below address not only the areas of change specified in the regulations, but also provide specific analyses regarding the continued adequacy of the planning documents in light of those changes, including a determination on any need for revision to one or more of the planning documents.

Section 4.1 Changes in Demographics in the County or Regional Agency

When preparing the CIWMP Review Report, the county or regional agency must address at least the changes in demographics.

The following resources are provided to facilitate this analysis:

1. Demographic data, including population, taxable sales, employment, and consumer price index by jurisdiction for years up to 2006, are available at:
<https://www2.calrecycle.ca.gov/LGCentral/DiversionProgram/AdjustmentFactors>. Data for years beyond 2006 can be found on the following websites:

- Population: [Department of Finance](#) E-4 Historical Population Estimates for Cities, Counties, and the State
 - Taxable Sales: [Board of Equalization](#)
 - Employment: [Employment Development Department](#) Click on the link to Local Area Profile, select the county from the drop down menu, then click on the “View Local Are Profile” button.
 - Consumer Price Index: [Department of Industrial Relations](#)
2. The [Demographic Research Unit](#) of the California Department of Finance is designated as the single official source of demographic data for State planning and budgeting (e.g., find E-5 City/County Population and Housing Estimates under Reports and Research Papers and then Estimates).
 3. The Department of Finance’s Demographic Research Unit also provides a list of [State Census Data Center Network Regional Offices](#).

Analysis

Upon review of demographic changes since 2018:¹

- The demographic changes since the development of the CIWMP do not warrant a revision to any of the countywide planning documents. Specifically, the SRRE, HHWE and CSP.
- These demographic changes since the development of the CIWMP warrant a revision to one or more of the countywide planning documents. Specifically, _____. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

- **Population: Department of Finance (E-4 Population Estimates for Counties and State 2018-2023)**

COUNTY	2018	2019	Percent Change	2020	Percent Change	2021	Percent Change	2022	Percent Change	2023	Percent Change
Glenn	28,476	28,661	0.65%	29,582	3.2%	28,803	-2.6%	28,778	-0.09%	28,636	-0.49%

- **Taxable Sales: Board of Equalization (Taxable Sales by County)**

Calendar Year	Total Taxable Transactions	Yearly Percentage Change (%)	Per Capita
2018	\$ 454,681,738.00	6.95	15808.41
2019	\$ 484,512,961.00	6.56	16884.92
2020	\$ 503,272,307.00	3.87	17118.1
2021	\$ 581,486,601.00	15.54	19592.52
2022	\$ 636,141,496.00	9.39	22126.66

¹ The year of the data included in the planning documents, which is generally 1990 or 1991.

- **Employment: Employment Development Department (Labor Market Information Resources and Data)**

Year	CES Industry Title	No. of Employed
2023	Total Wage and Salary	9,440
2022	Total Wage and Salary	10,040
2021	Total Wage and Salary	9,480
2020	Total Wage and Salary	9,250
2019	Total Wage and Salary	9,810
2018	Total Wage and Salary	9,200

- **Consumer Price Index: Department of Industrial Relations (CONSUMER PRICE INDEX – CALIFORNIA)**

Year	Annual CPI	Yearly Percentage Change (%)
2018	272.510	
2022	319.224	17.14%

Diversion program updates for the SRRE and HHWE are essentially made annually during the preparation of the annual AB 939 reports, thus formal revisions are not typically required. Therefore, the only need for revision of the SRRE and HHWE are for major changes such as the formation of a new city, regional agency, etc.

Section 4.2 Changes in Quantities of Waste within the County or Regional Agency; and Changes in Permitted Disposal Capacity and Waste Disposed in the County or Regional Agency

A number of tools to facilitate the analysis and review of such changes in the waste stream are available from the following CalRecycle sources:

1. Various statewide, regional, and local disposal reports are available at <http://www.calrecycle.ca.gov/LGCentral/Reports/DRS/Default.aspx>.
 - a. CalRecycle's [Disposal Reporting System](#) tracks and reports the annual estimates of the disposal amounts for jurisdictions in California; additional California solid waste [statistics](#) are also available.
 - b. CalRecycle's Waste Flow by [Destination](#) or [Origin](#) reports include solid waste disposal, export, and alternative daily cover. They show how much waste was produced within the boundaries of an individual city, or within all jurisdictions comprising a county or regional agency. These data also cover what was disposed at a particular facility or at all facilities within a county or regional agency.
2. The [Waste Characterization Database](#) provides estimates of the types and amounts of materials in the waste streams of *individual California jurisdictions* in 1999. For background information and more recent statewide characterizations, please see <https://www2.calrecycle.ca.gov/WasteCharacterization/>

3. CalRecycle's [Countywide, Regionwide, and Statewide Jurisdiction Diversion Progress Report](#) provides both summary and detailed information on compliance, diversion rates/50 percent equivalent per capita disposal target and rates, and waste diversion program implementation for all California jurisdictions. Diversion program implementation summaries are available at <https://www2.calrecycle.ca.gov/LGCentral/DiversionProgram>

Together, these reports help illustrate changes in the quantities of waste within the county or regional agency as well as in permitted disposal capacity. This information also summarizes each jurisdiction's progress in implementing the Source Reduction and Recycling Element (SRRE) and complying with the 50 percent diversion rate requirement (now calculated as the 50 percent equivalent per capita disposal target), see [Per Capita Disposal and Goal Measurement \(2007 and Later\)](#) for details

- The county or regional agency (if it includes the entire county) continues to have adequate disposal capacity (i.e., equal to or greater than 15 years).
- The county does not have 15 years remaining disposal capacity within its physical boundaries, but the Siting Element does provide a strategy² for obtaining 15 years remaining disposal capacity.
- The county does not have 15 years remaining disposal capacity and the Siting Element does not provide a strategy² for obtaining 15 years remaining disposal capacity. See Section 7 for the revision schedule(s).

Analysis

- These changes in quantities of waste and changes in permitted disposal capacity since the development of the CIWMP do not warrant a revision to any of the countywide planning documents. Specifically,
- These changes in quantities of waste and changes in permitted disposal capacity since the development of the CIWMP warrant a revision to one or more of the planning documents. Specifically, the SE. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

In October 2020 construction activities associated with the Landfill Final Closure Cap Project were completed. Transfer station operations began on October 14, 2019, Waste Management (WM) transport and disposal contracts went into effect and all waste has since been transferred by WM's subcontractor and delivered to the Anderson Landfill. The current SE needs to be amended to include current and future needs of the county.

² Such a strategy includes a description of the diversion or export programs to be implemented to address the solid waste capacity needs. The description shall identify the existing solid waste disposal facilities, including those outside of the county or regional agency, which will be used to implement these programs. The description should address how the proposed programs shall provide the county or regional agency with sufficient disposal capacity to meet the required minimum of 15 years of combined permitted disposal capacity.

Section 4.3 Changes in Funding Source for Administration of the Siting Element (SE) and Summary Plan (SP)

Since the approval of the CIWMP or the last Five-Year CIWMP Review Report (whichever is most recent), the county experienced the following significant changes in funding for the SE or SP:

- On November 17, 2020 the tipping fee increased to \$100 per ton fully fund the Solid Waste Enterprise Fund. This increase addresses the costs of operations, transport, disposal, annual financial assurances, equipment replacement, and a small environmental/regulatory contingency (\$10,000 per year.)

Analysis

- There have been no significant changes in funding for administration of the SE and SP or the changes that have occurred do not warrant a revision to any of the countywide planning documents. Specifically, _____.
- These changes in funding for the administration of the SE and SP warrant a revision to one or more of the countywide planning documents. Specifically, SE and SP. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

The current SE and SP need to be amended to include current and future needs of the county.

Section 4.4 Changes in Administrative Responsibilities

The county experienced significant changes in the following administrative responsibilities since the approval of the CIWMP or the last Five-Year CIWMP Review Report (whichever is most recent):

- The transition from a Landfill to Transfer Station, along with new regulations have shifted administrative responsibilities in the county.

Analysis

- There have been no significant changes in administrative responsibilities or the changes in administrative responsibilities do not warrant a revision to any of the planning documents. Specifically, _____.
- These changes in administrative responsibilities warrant a revision to one or more of the planning documents. Specifically, the SE and SP. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

The current SE and SP need to be amended to include current and future needs of the county.

Section 4.5 Programs that Were Scheduled to Be Implemented, But Were Not

This section addresses programs that were scheduled to be implemented, but were not; why they were not implemented; the progress of programs that were implemented; a statement as to whether programs are meeting their goals; and if not, what contingency measures are being enacted to ensure compliance with Public Resources Code Section 41751.

1. Progress of Program Implementation

- a. SRRE and Household Hazardous Waste Element (HHWE)
- All program implementation information has been updated in the CalRecycle Electronic Annual Report (EAR), including the reason for not implementing specific programs, if applicable.
 - All program implementation information has not been updated in the EAR. Attachment _____ lists the SRRE and/or HHWE programs selected for implementation, but which have not yet been implemented, including a statement as to why they were not implemented.
- b. Nondisposal Facility Element (NDFE)
- There have been no changes in the use of nondisposal facilities (based on the current NDFEs and any amendments and/or updates).
 - Attachment A lists changes in the use of nondisposal facilities (based on the current NDFEs).
- c. Countywide Siting Element (SE)
- There have been no changes to the information provided in the current SE.
 - Attachment A lists changes to the information provided in the current SE.
- d. Summary Plan
- There have been no changes to the information provided in the current SP.
 - Attachment A lists changes to the information provided in the current SP.

2. Statement regarding whether Programs are Meeting their Goals

- The programs are meeting their goals.
- The programs are not meeting their goals. The discussion that follows in the analysis section below addresses the contingency measures that are being enacted to ensure compliance with [PRC Section 41751](#) (i.e., specific steps are being taken by local agencies, acting independently and in concert with a consultant, to achieve the purposes of the California Integrated Waste Management Act of 1989) and whether the listed changes in program implementation necessitate a revision to one or more of the planning documents.

Analysis

- The aforementioned changes in program implementation do not warrant a revision to any of the planning documents. Specifically, _____.
- Changes in program implementation warrant a revision to one or more of the planning documents. Specifically, the SE, SP and NDFE. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

The Glenn County Public Works Agency (County) is seeking Statement of Qualifications (SOQs) from a firm or team of firms under a lead consultant whose combination of resources, experience and expertise will provide capable and timely delivery of professional services for development of a County Integrated Waste Management Plan (Plan).

The Management Plan should present a strategy of optimizing the remaining development of the solid waste site which reflects the County's current and emerging needs and space allocation. It will serve as a communication tool with regulators, the County Board of Supervisors, neighbors,

employees, and other stakeholders in answering questions, making decisions on site utilization, preparing and identifying future capital improvement needs, providing guidelines for orderly expansion and assisting with future permit requirements.

Section 4.6 Changes in Available Markets for Recyclable Materials

The county experienced changes in the following available markets for recyclable materials since the approval of the CIWMP or the last Five-Year CIWMP Review Report (whichever is most recent):

Analysis

- There are no significant changes in available markets for recycled materials to warrant a revision to any of the planning documents. Specifically, _____.
- Changes in available markets for recycled materials warrant a revision to one or more of the planning documents. Specifically, the SE, SP and NDFE. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

Changing markets, lack of infrastructure and State policy goals require the current SE, SP and NDFE need to be amended to include current and future needs of the county.

Section 4.7 Changes in the Implementation Schedule

The following addresses changes to the county's implementation schedule that are not already addressed in Section 4.5:

Analysis

- There are no significant changes in the implementation schedule to warrant a revision to any of the planning documents. Specifically, _____.
- Changes in the implementation schedule warrant a revision to one or more of the planning documents. Specifically, _____.

Additional Analysis (optional)

An implementation schedule was not provided in the 2018 CIWMP update.

Note: Consider for each jurisdiction within the county or regional agency the changes noted in Sections 4.1 through 4.7 and explain whether the changes necessitate revisions to any of the jurisdictions' planning documents.

SECTION 5.0 OTHER ISSUES OR SUPPLEMENTARY INFORMATION (optional)

The following addresses any other significant issues/changes in the county and whether these changes affect the adequacy of the CIWMP to the extent that a revision to one or more of the planning documents is needed:

The Glenn County Solid Waste Site is owned and operated by the Glenn County Public Works Agency as an Enterprise Fund. The County operates a large-volume (greater than 100 tons per day)

solid-waste transfer station located within the property of the closed Glenn County Class III solid waste landfill.

The existing landfill and transfer station facility both operate under separate Solid Waste Facility Permit (SWFP) and solid-waste information system (SWIS) numbers, as issued by the Glenn County Environmental Health Department.

The transfer station receives industrial and municipal wastes from Glenn County. The waste is transported to the most cost-effective facility that is permitted to accept waste from out-of-area sources (Anderson Landfill). The facility was selected through a competitive-bid process. The current SWFP for the transfer station (11-AA-0036) allows a maximum of 200 tons per day for transfer/processing.

The Glenn County Solid Waste Site encompasses 356.39 acres of land located in a rural setting bordered by land zone for agricultural use (see Figure 1).

Facilities include an office, scale house, maintenance shop, recycling area, and transfer station.

The current hours of operation are as follows: the gate is opened for franchised waste haulers at 7:30 A.M., and the public is admitted at 8:00 A.M.; waste loads are not accepted after 4:30 P.M., and operations cease with gate closure at 5:00 P.M. The transfer station is currently closed on Sundays. The site is also closed on the Federal Holidays of New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Glenn County has been operating without an updated CIWMP since March 1998.

Analysis

The Glenn County Public Works Agency (County) is seeking Statement of Qualifications (SOQs) from a firm or team of firms under a lead consultant whose combination of resources, experience and expertise will provide capable and timely delivery of professional services for development of a County Integrated Waste Management Plan (Plan).

The Management Plan should present a strategy of optimizing the remaining development of the solid waste site which reflects the County's current and emerging needs and space allocation. It will serve as a communication tool with regulators, the County Board of Supervisors, neighbors, employees, and other stakeholders in answering questions, making decisions on site utilization, preparing and identifying future capital improvement needs, providing guidelines for orderly expansion and assisting with future permit requirements.

SECTION 6.0 ANNUAL REPORT REVIEW

- The Annual Reports for each jurisdiction in the county have been reviewed, specifically those sections that address the adequacy of the **CIWMP** elements. No jurisdictions reported the need to revise one or more of these planning documents.

- The Annual Reports for each jurisdiction in the county have been reviewed, specifically those sections that address the adequacy of the CIWMP (or RAIWMP) elements. The following jurisdictions reported the need to revise one or more of these planning documents, as listed.

Analysis

The discussion below addresses the county's evaluation of the Annual Report data relating to planning document adequacy and includes determination regarding the need to revise one or more of the documents:

Diversion program updates for the SRRE and HHWE are essentially made annually during the preparation of the annual AB 939 reports, thus formal revisions are not typically required. Therefore, the only need for revision of the SRRE and HHWE are for major changes such as the formation of a new city, regional agency, etc.

SECTION 7.0 REVISION SCHEDULE (if required)

CIWMP Revision Schedule

	EVENT/ ACTION	ANTICIPATED DATE (SUBJECT TO CHANGE)
Solicitation Publication		October 4, 2023
Final Date to Summit Questions and Requests for Clarification		October 18, 2023
Questions Answered via Addendum(s)		October 25, 2023
Submittals Due		November 1, 2023
Preliminary Evaluation Completed		November 15, 2023
Evaluation Completion		December 1, 2023
Begin Negotiations with Highest Ranked Firm		December 2, 2023
Board of Supervisors Contract Approval		December 19, 2023
Revised CIWMP and Associated Documents		June 30, 2024

Attachment A

1. Changes to the NDFE

Since the previous NDFE Amendment in June 2017, the following changes need to be incorporated into the NDFE:

Existing Facilities

1. Leaf Collection – Mulching Programs – The City of Willows and the City of Orland no longer operate leaf and yard-waste collection programs.
2. Wood & Yard Waste Drop-off at County Solid Waste Site – The Glenn County Transfer Station accepts wood waste and green materials and they are not diverted to a compost facility. Instead, the material is disposed of at the Anderson Landfill.
3. Regional Composting Facility – Compost Solutions and Valley Gold do not meet the capacity goal of a “regional” composting facility as describe in the SRRE.

Future or Proposed Expanded Nondisposal Facilities

The current NDFE list the following as future or proposed expanded Nondisposal Facilities. :

- Materials Recovery Facilities
- Transfer Facilities
- Hamilton City Green-Waste Collection Site
- California Olive Ranch Compositing Facility

The county is current advertising for a consultant to assist the county with revising the CIWMP and the associated documents.

2. Changes to the Siting Element (SE) and Summary Plan (SP):

The Glenn County Solid Waste Site is owned and operated by the Glenn County Public Works Agency as an Enterprise Fund. The County operates a large-volume (greater than 100 tons per day) solid-waste transfer station located within the property of the closed Glenn County Class III solid waste landfill.

The existing landfill and transfer station facility both operate under separate Solid Waste Facility Permit (SWFP) and solid-waste information system (SWIS) numbers, as issued by the Glenn County Environmental Health Department.

The transfer station receives industrial and municipal wastes from Glenn County. The waste is transported to the most cost-effective facility that is permitted to accept waste from out-of-area sources (Anderson Landfill). The facility was selected through a competitive-bid process. The current SWFP for the transfer station (11-AA-0036) allows a maximum of 200 tons per day for transfer/processing.

The Glenn County Solid Waste Site encompasses 356.39 acres of land located in a rural setting bordered by land zone for agricultural use (see Figure 1).

Facilities include an office, scale house, maintenance shop, recycling area, and transfer station.

The current hours of operation are as follows: the gate is opened for franchised waste haulers at 7:30 A.M., and the public is admitted at 8:00 A.M.; waste loads are not accepted after 4:30 P.M., and

operations cease with gate closure at 5:00 P.M. The transfer station is currently closed on Sundays. The site is also closed on the Federal Holidays of New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Glenn County has been operating without an updated CIWMP since March 1998.

Non-Disposal Facilities Element (NDFE)

County of Glenn and the Cities of Orland and Willows

Original: December 1995

Revised: April 27, 2011

This Revision: June 26, 2017

Update Prepared by:

Glenn County Planning & Public Works Agency

In Cooperation with Lawrence & Associates

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Figures (following text)

1. Non-Disposal Facilities in Glenn County
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1. INTRODUCTION

California Public Resources Code (PRC), Sections 41730 *et seq.* requires that every California city and county prepare and adopt a Non-Disposal Facility Element (NDFE) for all new non-disposal facilities, and/or expansion of existing non-disposal facilities needed or used by a county or city, for the implementation of its local Source Reduction and Recycling Element (SRRE).¹

A non-disposal facility (NDF) is defined as any solid-waste facility, other than a disposal facility or a transformation facility (PRC Section 40151), that is required to obtain a Solid Waste Facility Permit (SWFP) from the California Department of Recycling and Recovery (CalRecycle, formerly the California Integrated Waste Management Board or CIWMB). NDFs primarily include solid-waste transfer stations, material recovery facilities (MRFs), and composting facilities. In some cases, conversion or biofuel operations, recycling facilities, drop off centers, and household-hazardous waste facilities can be described as NDFs. However, for the purposes of this NDFE, only MRFs, transfer stations, and composting facilities that are of a size that requires a SWFP are considered NDFs. Facilities requiring a SWFP and removing at least 5 percent of the total volume of material received for either reuse or recycling are likewise classified as non-disposal facilities.

Although the current regulations do not require that information be provided for NDFs that do not require a SWFP, some of these facilities have historically been described in the NDFE because they contribute to or may in the future contribute to the waste diversion described in the SRRE. These facilities also are presented in this version of the NDFE for consistency of presentation.

According to CalRecycle, *“due to a change in the process to amend the NDFE pursuant to Assembly Bill (AB) 341 (Chapter 4.5, Statutes of 2011, Chesbro, AB 341), as of 2011, there are no longer specific regulatory requirements for public noticing or approval that a jurisdiction must follow, such as adopting the facility update by resolution at a public hearing or publicly noticing the change. However, the jurisdiction should determine whether it needs to comply with any local public process requirements prior to submitting an update to CalRecycle.”*²

¹ Solution Resources, September 1992, *Source Reduction and Recycling Element (SRRE), County of Glenn, and the Cities of Orland and Willows, Final Draft.*

² CalRecycle website as of March 21, 2016: General Guidelines for Updating a Non-disposal Facility Element (NDFE).

The County of Glenn and the Cities of Willows and Orland have jointly prepared this NDFE. The two cities will not prepare separate NDFEs, and their NDFs will be covered under this County-wide NDFE. A draft copy of this NDFE was provided to the Cities of Willows and Orland for their comment prior to submission of a final draft to the Glenn County Waste Management Regional Agency for concurrence.

The Waste Management Regional Agency was established in 1998 by a Joint Powers Agreement between the County of Glenn and the Cities of Orland and Willows for the purpose of combining disposal and diversion quantities for determining compliance with AB 939 to allow for the efficient operation of diversion programs on a region-wide basis; to assume the responsibilities of the County and the cities for implementation of the multi-jurisdictional SRRE, Household Hazardous Waste Element (HHWE), and the NDFE adopted by the County and the cities and any additional related elements or plans that may be required by state law including the Countywide Siting element (SE) and the Summary Plan (SP); to revise, as necessary, any existing elements; to prepare any new subsequent elements; to serve as the single agency responsible for the local approval and public review process of these elements; to prepare the annual reports for the reporting of progress toward AB 939 diversion goals; and to serve as the agency responsible for compiling the disposal information from haulers and facility operators for compliance with PRC Sections 41780 and 41821.5.³

Projections of diversion and tonnages for non-disposal facilities are based on estimates of materials generated in Glenn County, collected through local diversion activities or programs and transported to a NDF. The various existing and planned diversion programs that do not contribute to diversion achieved at a non-disposal facility are not mentioned in this NDFE, but may be found in the approved SRRE and subsequent AB 2494 Adjustment Addendum.⁴

Current material acceptance rates (*e.g.*, tons of green waste received at a site) and/or storage capacities are described for some of the facilities presented in this NDFE. Any material acceptance rates or capacities described in this NDFE are for the descriptive purposes only and are not intended to be used as limits of operation or permitting. Those limits are set in other permitting processes and this NDFE is intended only to indicate their presence within the County.

Table 1 on pages 10 and 11 of this NDFE summarizes the facilities described in this NDFE.

³ County of Glenn website, About the Waste Management regional Agency as of March 22, 2016.

⁴ Cited in the 1994 version of this document, a copy of the Adjusted Addendum has not been found.

1.1. Changes to the NDFE

Since the previous NDFE Amendment in April 2011, the following updates have been incorporated into this NDFE:

- The Compost Solutions Facility, described in the previous version, has obtained a full Solid Waste Facilities Permit and has increased its capacity.
- A future transfer station at the Glenn County Landfill has been added to the future facilities.
- Text describing the Cities of Willows and Orland have been updated to reflect their current operation.
- The potential for a green waste facility in Hamilton City (unincorporated) has been modified.
- The Valley Rock Products concrete, soil, and asphalt recycling operation has been added to the existing facilities.
- An olive pomace (and other materials) composting facility for California Olive Ranch near Artois has been added.
- The document has been reorganized for clarity.

2. EXISTING FACILITIES

The 1992 SRRE identified several medium-term goals to improve waste diversion including (1) expanding leaf collection/pilot static composting for the Cities of Orland and Willows, (2) implementing a wood and yard waste drop-off/collection site for the Orland-Willows sphere, and (3) siting a regional compost facility in Orland. These goals have been implemented as described below. Currently, there are no permitted MRFs or transfer stations in Glenn County, although there are proposed ones described herein. There are numerous local collection centers for recyclables that are not described herein.

2.1. Leaf Collection – Mulching Programs

The City of Willows and the City of Orland each currently operate leaf and yard-waste collection programs. In addition to these local programs, curbside yard-waste collection is an available option to subscribers of the local garbage service.

The City of Willows operates its program during the months of October, November, and December. Residents place leaves and green waste materials at the curb for collection. During the leaf collecting season, the City collects leaves daily. The material is taken to the City's waste-water treatment facility

and processed into mulch. Presently, a static pile composting system is used and the resulting compost is used locally. No additives are applied to the compost. Residents are offered the compost for use in their gardens. Excess compost and/or wood chips are used by the City Parks Department in public landscaping for moisture control. Approximately 300 tons per year of green or woody waste are collected by the City of Willows (estimated 2007 volume) of which approximately 95% of this material is diverted from the waste stream.

The City of Orland currently conducts a fall leaf pick-up, delivering to a local organic farmer for composting. Residents of the City are also offered a green waste pick-up in the fall; the green waste is delivered by public works employees to a site north of the intersection of County Roads N and 21 where it is chipped and then hauled to a co-generation facility. Approximately 1,000 tons per year are produced. The City also provides this site for residents year round to deposit their green waste. The materials collected through these programs may become available for redirection to the planned regional composting facility described in this element when the facility goes into operation.

2.2. Wood & Yard Waste Drop-off at County Solid Waste Site

The wood and yard waste drop-off described in the adopted SRRE has not developed entirely as planned. Although the Glenn County Landfill (County Solid Waste Site) accepts sorted wood waste and green waste materials, they have not been diverted through a composting facility. Instead, the material is applied as alternative daily cover (ADC) as a form of beneficial re-use. The landfill is nearing capacity and, when it ceases accepting waste, it will be converted into a transfer station. Continued acceptance of sorted wood waste and green waste materials for the transfer station are described in Section 3 later in this NDFE.

2.3. Regional Composting Facility

Compositing facilities commonly accept "agricultural waste" consisting of trimmings that come from farms and other agricultural operations and are generally considered free of trash and "green waste" that may come from residential yard trimmings and/or curbside green waste collection that have a higher potential to contain trash. Composting facilities may also accept manure for compositing or as an additive to the compost. Bio-solids or wastewater sludge may also be composted.

Compositing facilities are regulated by the Local Enforcement Agency (LEA; Glenn County Environmental Health) and CalRecycle under a "Notification Tier" if, per Title 14 CCR, Section 17857.1, they store less

than 12,500 cubic yards of green waste at any given time. A Notification-Tier permit (NTP) means that their operation is small enough that they need only notify the Local Enforcement Agency (LEA; Glenn County, Environmental Health Department) of their operation. These facilities may store as much agricultural waste as their County use permit allows and remain under a NTP. Storage of over 12,500 cubic yards of green waste or other changes that fall outside of the Notification Tier would trigger the need for a full SWFP. Some facilities fall below the tiered permitting and do not require either an NTP or SWFP. Only facilities with SWFP are required to be addressed in the NDFE. For consistency and presentation of context, however, all of these facilities are described below.

Table 1 summarizes the current and future composting facilities in Glenn County. There currently are two composting facilities (Compost Solutions and Valley Gold Compost) in Glenn County. Compost Solutions operates under a full SWFP and Valley Gold is operated under an NTP. Another facility, United Bark Products, LLC falls below the permitting tiers.

United Bark Products, LLC is located at 3717 Old Highway 99 West in Orland and operates a facility that chips and converts less than 200 tons of recycled bark and wood waste per day into landscaping products.

The Valley Gold Facility is located at 4398 County Road S in Orland and the CalRecycle Solid Waste Information System (SWIS) number for the site is 11-AA-0019. The Valley Gold facility currently accepts only agricultural trimmings, rice hulls, and minor amounts of manure as “feed stock” to produce compost. The facility does not accept any residential or commercial yard waste or municipal solid waste (MSW). They currently produce no more than 4,000 cubic yards of finished compost annually.⁵

Compost Solutions is located at the intersection of County Road N and County Road 27 near Orland. The SWIS number for the site is 11-AA-0034. The Compost Solutions facility currently accepts agricultural trimmings, green waste, bio-solids, sewage sludge, manure (as an additive), and other additives (such as fertilizer) to produce compost. The facility is currently permitted to accept a maximum of 50,000 tons per year of feedstock of which up to 12,000 tons may be bio-solids & sewage sludge.⁶ As described in the SRRE, a regional composting facility or a regional transformation facility ideally would be able to

⁵ Dan West, 3-27-96, Notification of Intent to Compost.

⁶ Regional Water Quality Control Board, Waste Discharge Requirements, R5-2008-0088.

accept roughly 700 to 1,000 tons per day.⁷ The Compost Solutions facility is permitted to accept up to 5,200 tons per day of feed stock. Based on the permitted capacity of the facility, it meets the capacity goal of a “regional” composting facility as described in the SRRE.

Glenn County also is working with local developers to site a facility that will include a MRF and large volume anaerobic digestion processes as described under Section 3.1 below. Although this project is still at the “Environmental Review” stage, if it proceeds as planned, its daily throughput will accommodate a portion of the tonnage described in the SRRE. As described in Section 3.2, below, the County is in the process of permitting a transfer station that would accept a portion of the tonnage described in the SRRE.

2.4. Waste Tire Products

Waste Tire Products is located at 3820 County Road 99W in Orland, and is a permitted waste-tire recycler that collects tires from Glenn County and elsewhere in northern California. While they are not required to have a SWFP, their facility recycles over 5% of incoming tires, and therefore, their facility has been included in this NDFE. The facility brings in used tires under a minor waste tire facility permit (11-TI-0560) and converts them to usable products such as paving mats, landscape bark, and silage cover. The site is allowed to store up to 4,999 unprocessed tires. The facility also is a licensed electronic waste (E-waste) recycler and collector (CEWID 101162).

2.5. Concrete, Asphalt and Soil Recycling

Valley Rock Products located at 7266 Highway 32, in Orland, accepts concrete, asphalt and soil for recycling and resale. While they are not required to have a SWFP, their facility recycles a significant tonnage of these materials and diverts materials that may otherwise be disposed at the Landfill. The facility receives approximately 3,000 to 5,000 tons of material per year of which approximately 100% is processed for reuse.⁸

⁷ These tonnage values were presented by KVB, Inc. as goals during the August 30, 2010 Board of Supervisor’s meeting.

⁸ Pers. Comm.: Tonnage provided by Bill Graham, Valley Rock Products, March 21, 2016.

3. FUTURE OR PROPOSED EXPANDED NONDISPOSAL FACILITIES

The Glenn County Landfill, located west of Artois, at the end of County Road 33, is nearing its capacity and the County intends to cease landfilling. As a result, Glenn County has obtained a SWFP to operate and will build a transfer station as described below under Section 3.2.

3.1. Materials Recovery Facilities

The Glenn County Waste Management Regional Agency intends that conversion technologies supplying clean, green energy from waste be permitted and sited in the jurisdiction. Any such facility would remove reusable and recyclable materials prior to sending residuals to the conversion chambers. This would be necessary to conform to the State and County goals and guidelines with respect to the highest and best uses for solid waste streams.

There currently are no materials recovery facilities (MRFs) or transformation facilities in Glenn County. MRFs receive materials, sort them to recover recyclables, leaving residuals that are then disposed at a landfill or further processed elsewhere. A “clean” MRF accepts either mixed or presorted recyclables for processing. A “dirty” MRF accepts municipal solid waste and removes the recyclables during processing. A transformation facility may include a MRF but transforms a portion of the material into compost or energy.

KVB, Inc. (KVB) is proposing to develop the Glenn County Solid Waste Conversion Facility (GCSWCF). The GCSWCF would include the construction and operation of a municipal solid waste (MSW) materials recovery facility (MRF), transfer station (TS) and anaerobic digestion (AD) facility. These facilities would be used to manage municipal solid waste (MSW) from Glenn County and potentially from outside of Glenn County. The GCSWCF is planned to be developed in two phases. Phase 1 would be the construction and operation of the MRF and Phase 2 would be the construction and operation of the AD facility.⁹ Under Phase 1, the MRF would be operated as a dirty MRF in which the waste would be presorted on the tipping floor and then mechanically sorted to separate recoverable materials. The MRF would be designed to accommodate 500 tons of MSW per day.¹⁰ Recoverable materials would be bailed and shipped off for recycling. The remaining residuals would initially be transferred to a disposal

⁹ ESA, October 2015, *Glenn County Solid Waste Conversion Facility Project, Draft Environmental Report, SCH Number 20120820141*.

¹⁰ Glenn County Planning & Public Works Agency, undated, *Notice of Availability of a Draft Environmental Impact Report for the Glenn County Solid Waste Conversion Facility*.

facility. Under phase 2, the organic fraction of the post sorted materials would be digested to generate energy and compost and a smaller residual fraction would be transferred to a disposal facility. One goal of the project is to “divert and recycle up to 70% of the County municipal solid waste from landfill disposal”.

The facility is in the process of environmental review under the California Environmental Quality Act (CEQA). The facility would subsequently obtain a SWFP from CalRecycle. If successful, the facility would accept all the waste from Glenn County that is currently disposed at the Glenn County Landfill.

If for any reason this project is not developed, the Glenn County Waste Management Regional Agency intends to include conversion technology as a goal in its overall solid waste management strategy.

3.2. Transfer Facilities

Because the GCSWCF facility is unlikely to be operational before the Landfill reaches capacity, the County has obtained a SWFP for a new transfer station to be located on the Landfill property. The transfer station has been permitted to accept up to 200 tons per day as currently accepted by the Landfill, plus up to 50 tons per day of inert materials.¹¹ The transfer station is tentatively scheduled for construction starting in the fall of 2017.

The recyclables that are currently accepted at the Landfill would be accepted at the transfer station. The existing yard- and wood-waste drop-off facility located at the Landfill would continue to be operated at the transfer station, except that the materials would be transported off-site for recycling or re-use. The location for disposal of MSW and recycling for wood or green-waste has not yet been determined.

3.3. Hamilton City Green-Waste Collection Site

In the past, the Hamilton City Community Services District (HCCSD) considered siting a green-waste collection site on the corner of First Street and Walsh Avenue in Hamilton City (APN 0320112-001) on property owned by Southern Pacific Railroad. The facility would accept up to 4,000 tons of green waste per year that would be transported to one of the above compost facilities. Development of the project is on hold for the time being but could be revisited in the future.¹²

¹¹ CalRecycle, Solid Waste Facilities Permit 11-AA-0036, dated April 1, 2016.

¹² Pers. Comm.: Jose Puente, HCCSD, March 21, 2016.

3.4. California Olive Ranch Compositing Facility

As described in the Application for a *Solid Waste Facilities Permit (SWFP)* for the facility, California Olive Ranch will be obtaining a full SWFP for operation of an olive pomace and leaf composting facility near Artois (**Figure 1**).¹³ The facility is designed to accept a maximum of 1,380 tons per day with a total site capacity of 198,000 cubic yards at any given time. According to the *Report of Compost Facility Information* for the facility, California Olive Ranch will accept feed stocks and bulking agents including olive pomace, almond waste, orchard prunings, manure, agricultural “materials other than olives” (MOO)/green waste, and other agricultural waste materials.¹⁴ Additives used to adjust the compost mix may include cogeneration ash and vegetable- and fruit-processing waste as they become available.

¹³ Application for Solid Waste Facilities Permit for the California Olive Ranch Compost Facility, dated February 10, 2017.

¹⁴ Vestra, February 2017, Revised April 26, 2017, *Technical Report/Report of Facility Information, revision 3, California Olive Ranch Compost Facility*.

**Table 1
COMPOSTING, TRANSFER, CONVERSION, AND RECYCLING FACILITIES**

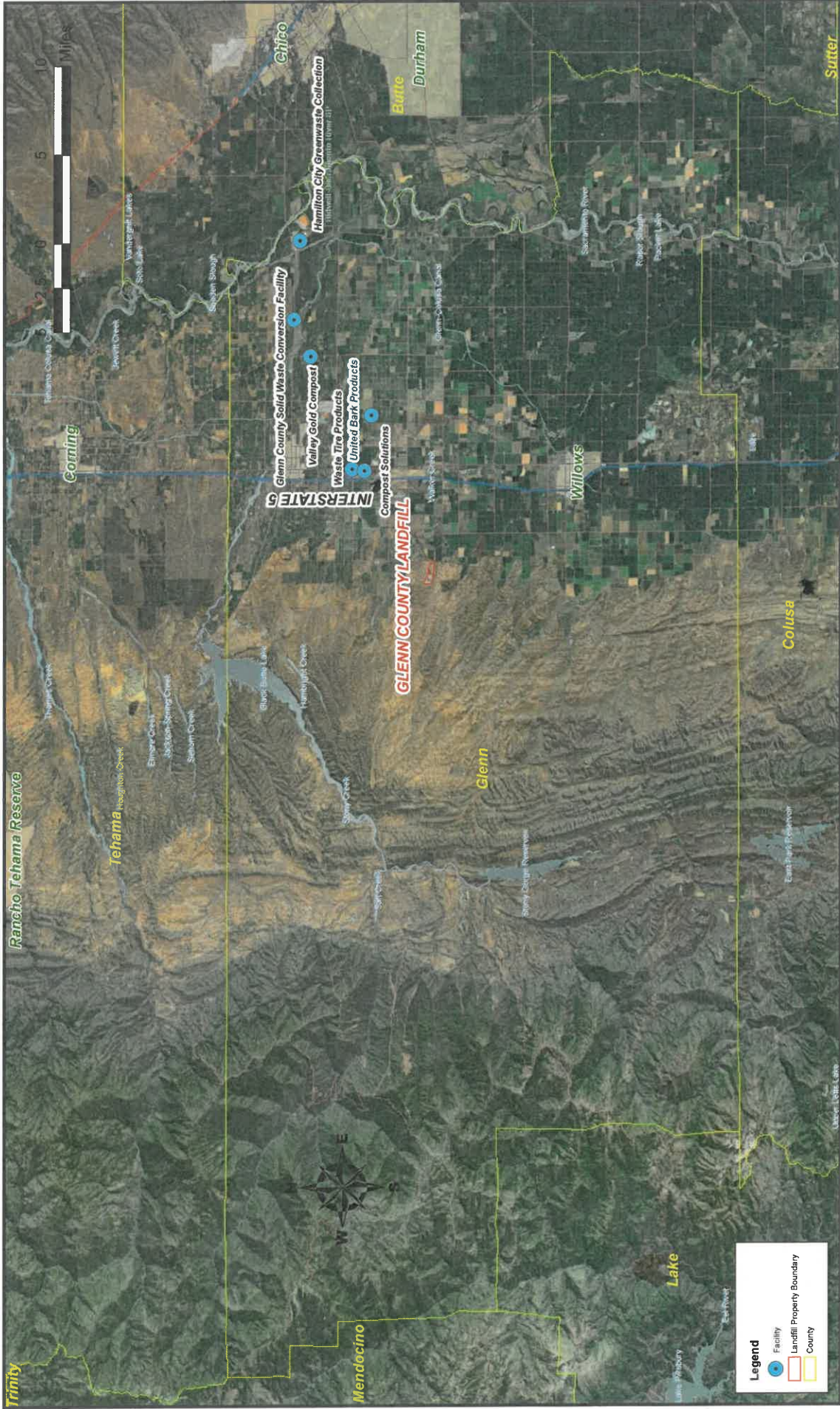
Name	Type	Material Type	Quantity	Expected Diversion Rate	Location	Contact
Existing Facilities						
Valley Gold Compost	Notification Tier Compost Facility	Agricultural wastes and animal manure.	Up to 4,000 cubic yards per year of compost.	Facility processing material that is not usually landfilled in Glenn County. It does not accept any residential or commercial yard waste, MSW, or other material.	4398 County Road S, Orland, CA 95963	D. Weston Valley Gold Compost P.O. Box 836, Chico, CA 95927 916-865-5065
United Bark Products, Inc.	Materials Manufacturer ¹	Waste bark and wood products.	Up to 200 tons per day.	Facility is processing material that is not usually landfilled in Glenn County.	3717 Hwy 99W, Orland, CA 95963	Tom Nelson United Products, Inc. 3717 Hwy 99W, Orland, CA 95963 530-865-0900
Compost Solutions	Fully permitted Regional Composting Facility	Green material, animal manure, bio-solids, commercial fertilizers, agricultural wastes, food waste, nonhazardous drilling mud, and bio-mass ash.	Up to 5,200 tons per day. Maximum annual tonnage 50,000 tons.	25% of the food waste generated in the county.	Intersection of NE corner of County Roads 27	Gary Foster, General Manager Compost Solutions 4446 County Road N, Orland, CA 95963 530-521-1616
Waste Tire Products	Tire recycling facility	Used tires and E-waste.	Up to 4,999 tires.	Greater than 5%.	3820 County Road 99W Orland, CA	Will Tasto Tire Products P.O. Box 4563, Orland, CA 95963 530-865-4588
Valley Rock Products	Concrete Recycling ¹	Concrete, cured asphalt, and soil.	Currently 3,000 to 5,000 tons per year.	100% the material received is reused.	7266 Highway-32, Orland, CA	Bill Graham Valley Rock Products 7266 Highway 32, Orland, CA 95963 530-865-9668

NDFE FOR GLENN COUNTY, THE CITY OF ORLAND
AND THE CITY OF WILLOWS

Revised June 26, 2017

Name	Type	Material Type	Quantity	Expected Diversion Rate	Location	Contact
Future Facilities						
Hamilton City ²	Notification Tier Drop-Off Facility	Green waste.	Up to 4,000 tons per year.	Facility will be processing material that is not usually landfilled in Glenn County.	Corner of First St, & Walsh Avenue	Hamilton City CSD 211 Main Street Hamilton City, CA 95951 530-826-3208
California Olive Ranch	Full SWFP Compositing Facility	Olive pomace, almond waste, MOO/orchard prunings, green waste, and other agricultural waste materials.	Up to 1,380 cy/day and max onsite of 198,000 cy.	Facility will be processing material that is not usually landfilled in Glenn County.	5945 County Road 35, Artois, CA 95913	California Olive Ranch 5945 County Road 35, Artois, CA 95913 530 519-8740
Glenn County Solid Waste Conversion Facility	MRF with Conversion Facility	Nonhazardous municipal and Industrial refuse, demolition debris, green and wood waste.	100% of the waste from Glenn County plus imported waste. Up to 500 tons per day.	Project proponents state up to 70%.	Highway 32 near the Stony Creek Bridge (3 Miles West of Hamilton City).	KVB, Inc., 19985 Roser Road, Orland, CA 95963 530-864-8577
Glenn County Transfer Station	Transfer	Nonhazardous municipal and Industrial refuse, demolition debris, green and wood waste.	Up to 200 tons MSW per day plus 50 tons of inert waste.	Approximately 30% based on 2015 data.	End of Road 23, West of Artois	Glenn County Planning & Public Works Agency PO Box 1070 Willows, CA 95988 530-934-6530

Notes: 1: Quantity below requirement tiered permitting requirements or materials/process not requiring permitting by CalRecycle.
2: Project on hold. 3: To be constructed in 2017/2018.



 <p>LAWRENCE & ASSOCIATES ENGINEERS & GEOLOGISTS</p>	<p>NON-DISPOSAL FACILITIES IN GLENN COUNTY</p>		<p>GLENN COUNTY NDFE GLENN COUNTY D.P.W. 125 S. MURDOCK WILLOWS, CA 95988</p>	
	<p>PROJECT NO: 069156.00</p> <p>SCALE: 1" = 5 miles</p>	<p>DRAWN BY: D. ZAITZ</p> <p>DATE: 10-19-10</p>	<p>CHECKED BY: C. COLES</p> <p>FIGURE 1</p>	

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**SITING ELEMENT OF THE GLENN
COUNTY INTEGRATED WASTE
MANAGEMENT PLAN**

**Final
March 1998**

Glenn County Department of Public Works



**SITING ELEMENT OF THE GLENN
COUNTY INTEGRATED WASTE
MANAGEMENT PLAN**

**Final
March 1998**

Prepared for:

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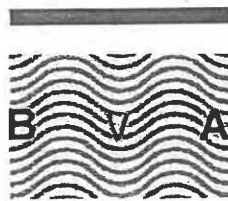


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SECTION 1 INTRODUCTION

1.1 PURPOSE AND SCOPE OF THE SITING ELEMENT

The Glenn County Siting Element has been prepared in accordance with, and as required by, Public Resources Code (PRC) Division 30, Part 2, Chapter 4, §41700 *et seq.* and California Code of Regulations (CCR) Title 14, Division 7, Chapter 9, §18755 through §18756.7. Upon local approval, this countywide Siting Element will be incorporated into the Glenn County Integrated Waste Management Plan (CIWMP) and submitted to the California Integrated Waste Management Board (CIWMB) for final approval.

The Glenn County Siting Element accomplishes the following four key tasks:

- Identifies solid waste disposal goals and objectives for Glenn County;
- Quantifies the remaining permitted disposal capacity in Glenn County;
- Identifies minimum siting criteria from federal and state sources and introduces some discretionary siting criteria to be considered for any future disposal facility siting effort in Glenn County; and,
- Identifies strategies to maintain long-term disposal capacity assurance for Glenn County residents.

1.2 PLANNING CONTEXT

Glenn County is located in the northwestern end of the Sacramento Valley. It is bordered by Butte County to the east, Colusa County to the south, Lake and Mendocino Counties to the west, and Tehama County to the north. The eastern County is predominantly flat, agricultural land; the western County, largely uninhabited, is predominated by rolling foothills and the crest of the Coast Range (maximum elevation 7,450 feet). Total land area is about 1,320 square miles with a population of 26,600¹ (January 1996) or about 20 people per square mile. The major land uses in Glenn County are agriculture, grazing, open space and the Mendocino National Forest. There are two incorporated cities in Glenn County: City of Orland (population 5,625) and the City of Willows (population 6,350). Population of the unincorporated area is 14,600¹. The combined

¹ CA Department of Finance, Report 96 E-1.

cities comprise about 45 percent of total county population. Countywide, population grew 9.3 percent between 1990 and 1995.

Based on the multijurisdictional Source Reduction and Recycling Element (final SRRE, September 1992), the three jurisdictions disposed of approximately 22,658 tons of solid waste in 1990. By 2000, it is anticipated that approximately 12,200 tons of waste will require disposal, assuming achievement of the 50-percent diversion mandate or base year revision.

There is currently (September 1997) one permitted municipal solid waste landfill in Glenn County: the Glenn County Solid Waste Disposal Site, located approximately five miles west of the community of Artois at the terminus of County Road 33. A description and location map of the facility is provided in Section 2 of this Siting Element. It should also be noted that there is one permit-exempt landfill in Glenn County: the Rehse Brothers Non-Hazardous Drilling Mud Disposal Site, near Orland. This facility does not accept municipal solid waste and is exempt from solid waste facility permitting requirements.

1.3 GOALS AND POLICIES

The goals and policies described in Table 1-1 are for the development and implementation of this countywide Siting Element. These goals and policies will be used to ensure that access to long-term disposal capacity is assured for Glenn County residents, and that such capacity provides for environmental protection and public safety. Table 1-2 presents the tasks necessary to achieve each goal and policy, the responsible party(ies), and time frames.

Table 1-1
Goals and Policies for the Glenn County Siting Element

Goals	Policies
1. Develop and a maintain comprehensive plan for disposal capacity assurance in Glenn County.	A) Comply with regulatory requirements for the preparation and adoption of a countywide Siting Element.
2. Operate and maintain the Glenn County Solid Waste Disposal Site ensuring protection of public health and minimize environmental impacts and nuisances.	A) Maintain sanitary landfill practices and environmental monitoring in accordance with regulatory agencies' requirements. B) Maintain landfill operations in accordance with facility permit and land use permit conditions.

Table 1-1
Goals and Policies for the Glenn County Siting Element

Goals	Policies
3. Maintain a solid waste disposal system that is efficient, economic, safe, and convenient for the general public.	<p>A) Monitor disposal technologies and operations to provide for the most efficient management of solid waste disposal facilities.</p> <p>B) Develop facilities at the landfill for convenient and safe recycling and waste disposal by users.</p>
4. Provide adequate solid waste disposal capacity assurance to meet Glenn County's long-term disposal needs.	<p>A) Develop the County disposal site so as to maximize capacity on the existing landfill footprint.</p> <p>B) Explore opportunities for a lateral landfill expansion to adjacent northern and southern lands to serve as a long-term regional disposal facility.</p> <p>C) Obtain ownership of site lands.</p>
5. Maintain decision making processes that promote community awareness and participation.	<p>A) Continue to develop and implement public participation and education programs and meetings to inform residents of important solid waste management topics.</p>
6. Consider regional approaches to solid waste disposal that are mutually convenient and beneficial to each jurisdiction.	<p>A) Continue countywide coordinated programs development through the existing Joint Powers Agreement. Continue discussions for new JPA formation to officially assign County task of countywide solid waste programs coordination.</p> <p>B) Maintain communication channels with neighboring counties' solid waste managers for potential inter-county approaches to integrated waste management.</p> <p>C) Solicit involvement of the local task force in considering regional solid waste program opportunities, as appropriate.</p>
7. Maintain an integrated waste management system for Glenn County based on the waste management hierarchy and optimizing the use of feasible source reduction, recycling, and composting to conserve existing landfill capacity.	<p>A) Implement selected programs in the multijurisdictional Source Reduction and Recycling Element to minimize the amount of wastes requiring disposal.</p>

Table 1-2
Tasks to Achieve Siting Element Goals & Policies

Goal	Tasks	Responsible Party(ies)	Time Frame
Goal 1: Siting Element Adoption	Prepare a Siting Element that meets requirements of PRC §41700, et seq. and CCR Title 14 §18755 et seq.:		
	• Prepare the Siting Element	Glenn County Public Works	1st-3rd qtr. 1997
	• Cities and County adopt the Siting Element	City councils, BOS	4th qtr. 1997
	• CIWMB approval of the Element and CIWMP	CIWMB	1st qtr. 1998
	• Annual review of the Siting Element for adequacy	Glenn County Public Works	August 1998; annually
Goal 2: Public Safety and Environmental Protection	Conduct periodic permit reviews and ongoing environmental controls monitoring.	County Public Works, LEA	5-year permit reviews; ongoing monitoring.
	Ongoing oversight/enforcement by land use regulators and LEA for land use and solid waste permits compliance	County Planning Dept., LEA	Periodic site inspections.
Goal 3: Economic and Convenient Disposal System	Review operational practices for efficiencies; LEA oversight.	County Public Works, LEA	Ongoing monitoring.
	Maintain drop-off center at landfill for collection of major recyclables categories and recyclable HHW.	County Public Works	Initiated 1995
	Maintain scrap metal drop-off operation at the landfill. Explore opportunity to incorporate additional bulky waste types.	County Public Works; contracted collector	Scrap metals initiated 1994; bulky waste planned 1997
	Explore feasibility of a transfer station at landfill front gate for self-hauler, and possible commercial, recycling/transfer to active face:	Glenn County Public Works	1997-1999
	• Identify users, capacity needs		
	• Identify waste recovery objectives		
	• Determine economic feasibility		

Table 1-2
Tasks to Achieve Siting Element Goals & Policies

Goal	Tasks	Responsible Party(ies)	Time Frame
Goal 4: Long-Term Disposal Capacity Assurance	Modify site development plan and RDSI to increase finished side slopes design on existing footprint.	Glenn County Public Works	1996-1997
	Explore opportunities for landfill expansion:		
	• Assess market conditions for an economic feasibility of landfill expansion.	Glenn County Public Works	1996-1997
	• Perform engineering feasibility	↓	1996
	• If positive: develop site expansion plan and seek Board of Supervisors approval.	↓	1996-1997
	• Pursue disposal agreements; obtain financing (as necessary).	↓	Remaining tasks depend on expansion plan results.
	• Revise permits.	↓	
	• Construct site expansion.	↓	
	Obtain ownership of site lands: negotiate and execute purchase agreement with current owner.	Board of Supervisors	1997
Goal 5: Community Participation	Implement countywide public awareness program as identified in SRRE: printed materials, school curriculum, fair booth, videos, promotional materials.	County Public Works	Initiated 1993 & ongoing
	Conduct public hearings to solicit input on proposed landfill activities.	County Public Works/BOS	As projects are formally proposed.
	Conduct public meetings/hearings for Siting Element approval and any future amendments thereto.	City Councils and BOS	3rd quarter 1997

Table 1-2
Tasks to Achieve Siting Element Goals & Policies

Goal	Tasks	Responsible Party(ies)	Time Frame
Goal 6: Regional Approaches	Maintain JPA for coordinating countywide solid waste programs planning and implementation.	County Public Works as lead agency	Ongoing
	Participate in meetings among solid waste managers of Butte, Tehama, Colusa and other interested counties for regional disposal discussions.	Solid waste managers of participating jurisdictions	As regional projects may be identified.
	Meetings of the local task force as appropriate to discuss regional opportunities.	LTF	As regional projects may be identified.
Goal 7: Waste Management Hierarchy	Implement selected short-term source reduction, recycling, composting, and special waste programs.	County Public Works; service providers as appropriate	1991 - 1997
	Implement selected mid-term source reduction, recycling, composting, and special waste programs.	↓	1996 - 2000
	Regularly assess diversion programs for maximum feasible diversion opportunity.	↓	Annual reports beginning August 1997.
	Implement additional/expanded diversion programs as necessary	↓	As necessary based on annual reports.

It should be noted that the jurisdictions of Glenn County are considering formation of a Regional Agency for the purposes of AB 939 compliance. This action could affect which entities are responsible for implementing the various tasks in Table 1-2. If and when formed, this table will be updated accordingly to reflect any changes in responsible entities.

1.4 STRUCTURE OF THE SITING ELEMENT

The Glenn County Siting Element is structured according to the requirements of CCR, Title 14, §18755, *et seq.*, and according to the needs of the County for a useful, long-term planning tool. In addition to the planning requirements, Glenn County has chosen to include in the Siting Element evaluation of long-term operational strategies for the Glenn County Solid Waste Disposal Site (Section 4). The document structure is summarized below.

Section	Topics	Title 14 Reference
1. Introduction	Project background; goals and policies	§18755.1
2. Existing Facilities and Disposal Capacity	Existing facilities description; 15-year disposal capacity needs for Glenn County	§18755.3 §18755.5
3. Criteria and Process for Siting Solid Waste Disposal Facilities	Role of Siting Element criteria; description of criteria; process for siting facilities	§18756
4. Long-Term Strategy for Glenn County Solid Waste Disposal Site	Operational alternatives; key issues for site expansion; required steps.	--
5. Siting Element Implementation	Tasks for long-term capacity maintenance; schedules; responsible parties; revenue sources	§18756.7

SECTION 2

EXISTING FACILITIES AND DISPOSAL CAPACITY IN GLENN COUNTY

Solid waste generation, diversion, and growth estimates will all affect Glenn County's disposal needs over the next 15 years. Current and future projections of these factors are contained within the final multijurisdictional SRRE for Glenn County. This section aggregates these data to quantify the existing permitted disposal capacity and the anticipated disposal capacity needs over the next 15-year period for Glenn County and includes a brief description of the one permitted solid waste disposal facility in Glenn County.

2.1 EXISTING DISPOSAL FACILITIES

There is one permitted solid waste disposal facility in Glenn County: the Glenn County Solid Waste Disposal Site, located five miles west of Interstate 5 at the terminus of County Road 33 near the community of Artois. Table 2-1 summarizes the facility in terms of owner/operator, permit number, date of last permit, remaining permitted disposal capacity, maximum permitted daily disposal, average rate of daily waste receipt, permitted waste types, and expected land use after closure. Figure 2-1 illustrates the general location of the facility. Appendix A provides a more detailed site location map of the facility.

2.2 EXISTING PERMITTED DISPOSAL CAPACITY AND ANTICIPATED NEEDS

Table 2-2 calculates the landfill disposal requirements for Glenn County for the 15-year period beginning in 1996. Table 2-2 uses and integrates waste generation, diversion, and disposal projections drawn from the Glenn County multijurisdictional SRRE and is corrected for excluded waste types¹ and previously approved reductions in diversion requirements.² After 2000, it was assumed that waste generation and diversion would increase at an average rate of 1.2 percent per year consistent with population projections. Table 2-3 provides the projected generation, diversion, and disposal figures disaggregated for each jurisdiction.

¹ Excluded waste types comprised of approximately 15 tons of scrap metals and agricultural waste from the City of Orland.

² In 1994, the unincorporated County, Willows and Orland were granted a reduction in their SRRE diversion requirements to 15 percent by 1995.

Table 2-1
Solid Waste Disposal Facility Summary for Glenn County

Permit Information	Glenn County Solid Waste Disposal Site
Business Owner/Operator	Glenn County Department of Public Works 777 North Colusa Street, Willows, CA
Land Owner	Foley Ranches, Inc.
Permit No. and Expiration Date	11-AA-0001 No expiration date specified in permit
Date of Last Permit Review	1992
Remaining Disposal Capacity (as of 1996) ^a	5.6 million cy; 2.8 million tons
Maximum Permitted Disposal Limit ^b	Daily: 100 tons; 400 cy Annual: none specified in permit
Average Daily Waste Receipt ^b	64 tons; 256 cy
Permitted Waste Types	Class III disposal site for Group 3 wastes, 3x-rinsed pesticide containers, dead animals, inert waste.
Surrounding Land Uses	Non-irrigated grazing land; Zone AP-80. ^c
Expected Postclosure Use	Non-irrigated grazing land.
Other Information	Report of Disposal Site Information currently being revised to update site conditions and activities. Site Plan being modified to incorporate increase in final slope design. ^d

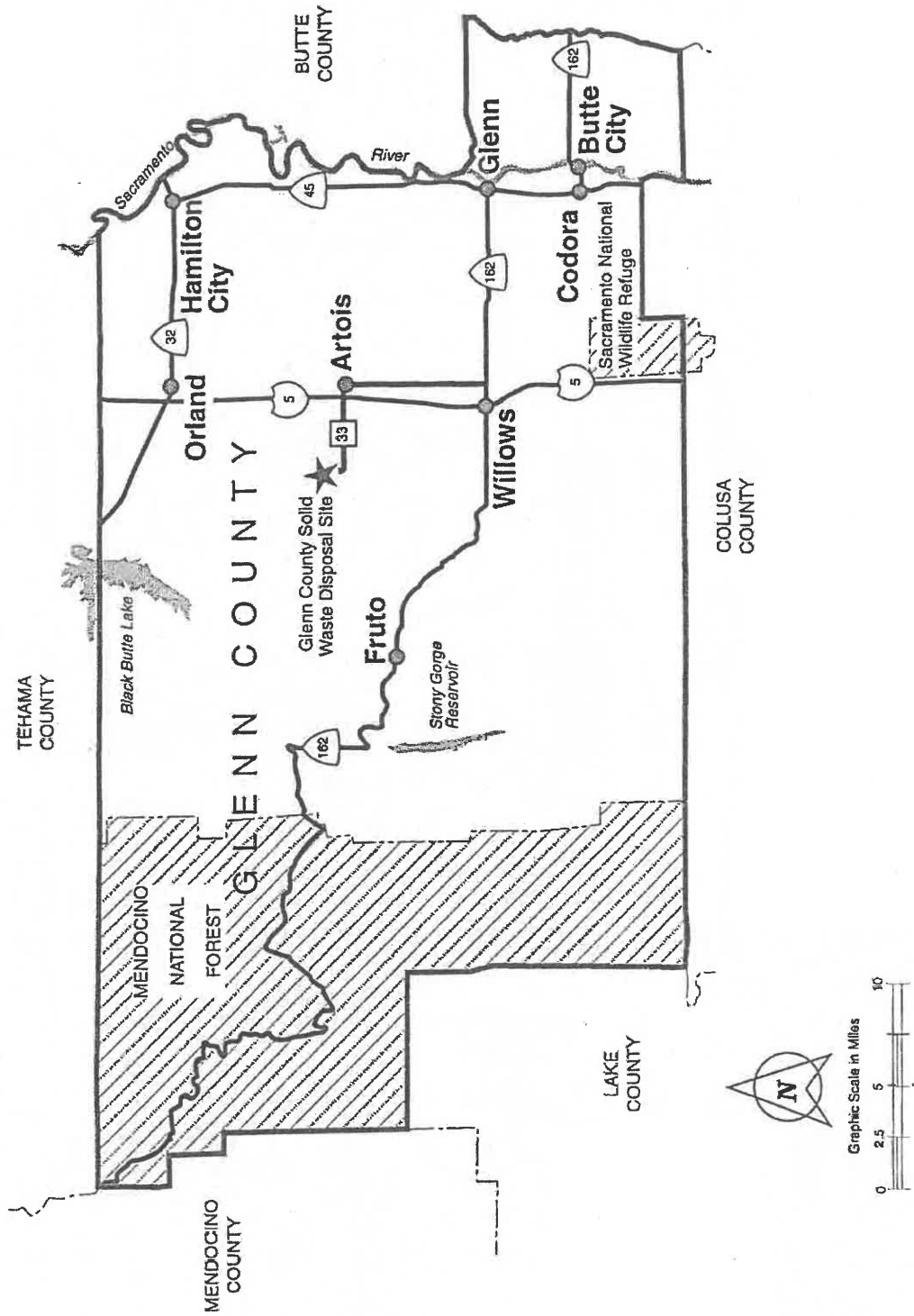
(a) Phase A only. Source: Joint Technical Document for the Glenn County Solid Waste Disposal Site, August 1997. Tons converted to cubic yards assuming an in-place landfill compaction density of 1,000 lbs./c.y.

(b) Tons converted to cubic yards assuming a delivered compaction density of 500 lbs/c.y.

(c) Agricultural Preserve Zone requiring minimum 80 acre parcels.

(d) Slopes on north side of the existing footprint to be increased to 10 percent and 8 percent on south side.

**FIGURE 2-1
GLENN COUNTY SITE MAP**



For Table 2-2, the following calculations were performed to determine the year-by-year disposal needs and total estimated disposal capacity:

- "Generation" is the sum of solid waste generation projected for the cities of Willows and Orland and the unincorporated County.
- "Diversion" is the sum of source reduction, recycling, and composting as projected for the cities of Willows and Orland and the unincorporated County (and including approved reductions in waste diversion requirements).
- "Landfill Disposal Needs" is solid waste generation minus diverted waste.
- "Remaining Landfill Capacity" at the end of the year is the capacity at the beginning of the year minus the "Landfill Disposal Needs" for the year.
- Conversion of solid waste disposal data from tons to cubic yards is based on the assumption that materials would have been compacted to a refuse density of 1,000 pounds per cubic yard (lb./cy) if not diverted from the landfill.

Remaining permitted disposal capacity as of the 1991 base year was reported in the multijurisdictional SRRE to be approximately 1,742,000 cubic yards (871,000 tons). Beginning in 1996, Glenn County had a remaining permitted disposal capacity of approximately 5.6 million cubic yards (2.8 million tons)³. Based on the above assumptions and SRRE waste stream projections, Glenn County's current disposal capacity (phase A only) is estimated to expire in approximately 2102, or about 107 years from 1996, assuming current use patterns and full implementation of SRRE programs.

Based on these results, Glenn County requires no additional permitted solid waste disposal capacity to reach the minimum 15-year capacity requirement.

³ Source: Joint Technical Document for the Glenn County Solid Waste Disposal Site, August 15, 1997.

Table 2-3
Projected Generation, Diversion and Disposal by Jurisdiction*
 (data are in tons per year)

Year	Unincorporated County			City of Orland			City of Willows		
	Generation	Diversion	Disposal	Generation	Diversion	Disposal	Generation	Diversion	Disposal
1995	9,929	1,490	8,439	7,800	1,314	6,486	8,973	1,346	7,627
1996	10,051	2,246	7,805	7,963	2,003	5,959	9,064	2,016	7,049
1997	10,173	3,002	7,171	8,125	2,693	5,432	9,156	2,686	6,470
1998	10,295	3,759	6,536	8,288	3,382	4,906	9,247	3,355	5,892
1999	10,417	4,515	5,902	8,450	4,072	4,379	9,339	4,025	5,313
2000	10,539	5,271	5,268	8,613	4,761	3,852	9,430	4,695	4,735
2001	10,665	5,334	5,331	8,716	4,818	3,898	9,543	4,751	4,792
2002	10,793	5,398	5,395	8,821	4,876	3,945	9,658	4,808	4,849
2003	10,923	5,463	5,460	8,927	4,934	3,992	9,774	4,866	4,908
2004	11,054	5,529	5,525	9,034	4,994	4,040	9,891	4,924	4,966
2005	11,187	5,595	5,592	9,142	5,054	4,089	10,010	4,984	5,026
2006	11,321	5,662	5,659	9,252	5,114	4,138	10,130	5,043	5,086
2007	11,457	5,730	5,727	9,363	5,176	4,187	10,251	5,104	5,147
2008	11,594	5,799	5,795	9,475	5,238	4,238	10,374	5,165	5,209
2009	11,733	5,868	5,865	9,589	5,301	4,289	10,499	5,227	5,272
2010	11,874	5,939	5,935	9,704	5,364	4,340	10,625	5,290	5,335

* Source: Final multi-jurisdictional SSRE. Data were adjusted to reflect approved reductions in diversion requirements for the jurisdictions and removal of excluded waste types. Data are consistent with CIWMB staff report to the Local Assistance and Planning Committee, September 12, 1996.

SECTION 3

CRITERIA AND PROCESS FOR SITING SOLID WASTE DISPOSAL FACILITIES

This section describes the development of solid waste disposal facility siting criteria for Glenn County. Also described is an overview of how the County will use these criteria at such time that a new or expanded disposal facility is required. Glenn County has addressed the development of nondisposal facilities through the Nondisposal Facility Element.

3.1 ROLE OF CRITERIA IN THE SITING PROCESS

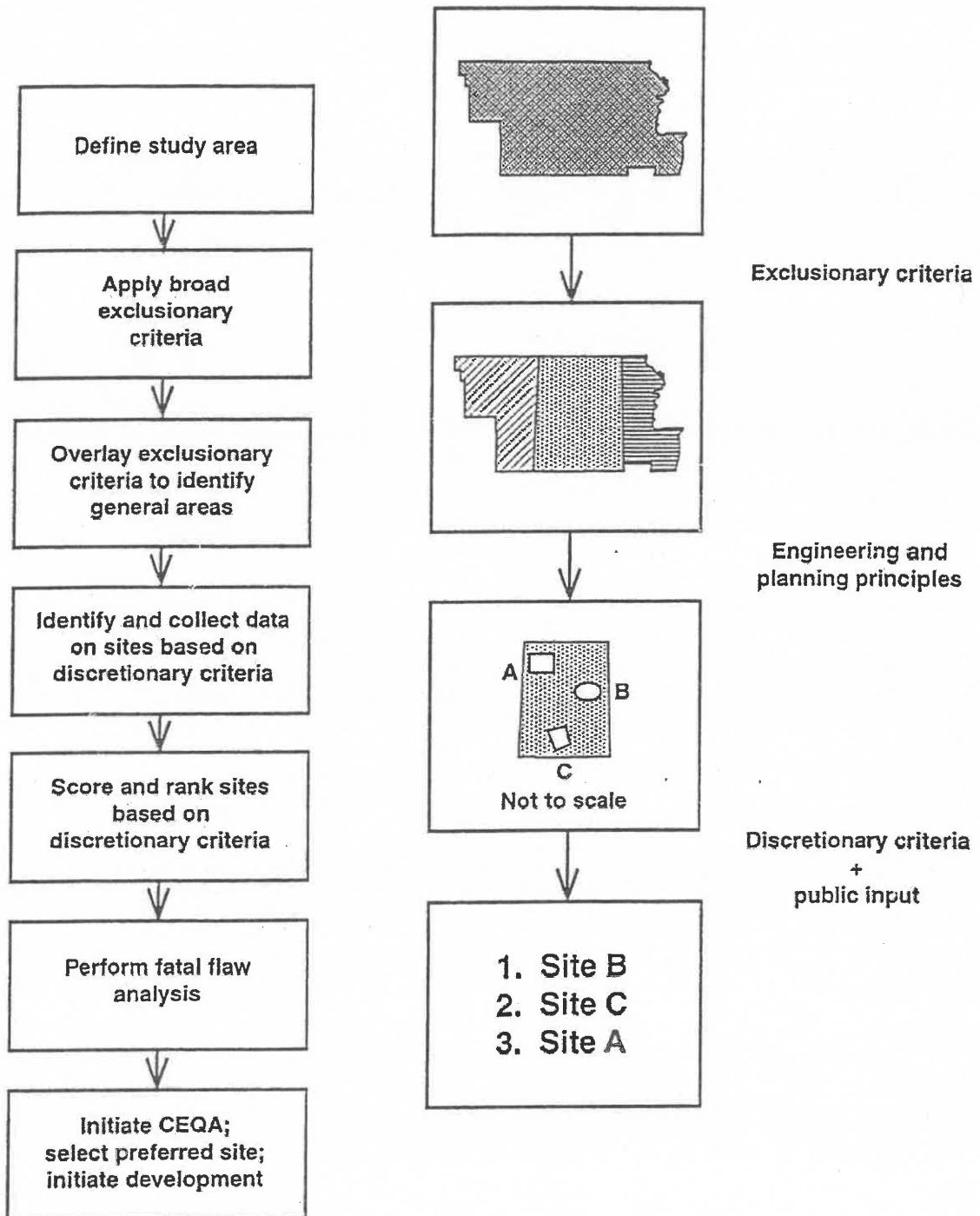
Criteria are standards on which a judgment or decision may be based. Therefore, landfill siting criteria are standards that can be applied to areas or parcels of land to judge their suitability for landfill development. Siting criteria should have the following qualities:

- **Quantifiable** — the degree to which an area or parcel of land meets the criteria can be reasonably and clearly measured.
- **Objective** — the criteria should impartially measure the suitability of land areas or parcels without bias toward a particular area or site.
- **Address community concerns** — the criteria can meet the needs and concerns of both the regulatory community and local community members.

Siting criteria are often divided into two types: those that exclude portions of the study area from further consideration (often called "exclusionary" criteria); and those that compare and evaluate the degree of conformity of various candidate sites to local parameters (often called "discretionary" criteria). Figure 3-1 illustrates how these criteria are typically used to select a new landfill site. This Siting Element develops exclusionary criteria and introduces a preliminary set of discretionary criteria for Glenn County.

1. **Exclusionary Criteria** — Glenn County has elected to develop a Siting Element that identifies a set of exclusionary criteria supplied by federal and state regulators that must be considered as part of any new or expanded landfill siting effort. They are used to identify and screen out general areas of the County least suited to new or expanded facility search. The application of exclusionary criteria is not conducted as part of this Siting Element.

**Figure 3-1
Landfill Siting Criteria and Process**



- 2. Discretionary Criteria** — The discretionary criteria introduced in this section are intended to be used to identify, measure, and rank the relative preference of a set of proposed candidate landfill sites. These criteria are often expressed using the terms "minimize", "maximize", or "prefer". The greater the conformity of a site to the criterion, the greater the score that site receives. The result of discretionary criteria application is a relative scoring and ranking of a set of proposed candidate sites from most to least preferred. The application of discretionary criteria is not conducted as part of this Siting Element.

Given the County's extensive remaining permitted disposal capacity, the Siting Element does not apply the exclusionary or discretionary criteria at this time. Section 3.4 describes how new sites may be identified and evaluated using exclusionary and discretionary criteria when the County determines that a new disposal site is desired.

3.2 EXCLUSIONARY CRITERIA

Three regulatory sources were identified as requiring the consideration of specific exclusionary siting criteria for any new or expanded solid waste landfill in Glenn County:

- U.S. Environmental Protection Agency—Resource Conservation and Recovery Act (RCRA) Subtitle D;
- California Department of Water Resources—California Code of Regulations (CCR), Title 23; and,
- California Integrated Waste Management Board—CCR, Title 14.

Table 3-1 defines the federal and state criteria that must be considered as part of any siting effort and are used to identify general areas potentially suitable for new or expanded landfill siting. Readers should note that Resource Recovery and Conservation Act (RCRA) Subtitle D siting restrictions have been incorporated into Title 14 by the CIWMB and adopted as a policy by the State Water Resources Control Board (SWRCB) to augment Title 23. Therefore, Table 3-1 describes only CCR, Titles 14 and 23 as criteria sources.

In many cases, these required criteria are not "absolute" in that they do allow for possible engineering alternatives that offset or mitigate the hazard addressed by the criteria. Examples include wetlands, unstable areas, and floodplains. Recognizing this, Table 3-1 includes a column indicating whether each criterion is potentially mitigable from a regulatory standpoint. It must be noted; however, that mitigating such hazards is often very costly and difficult to conclusively demonstrate to a regulator.

Table 3-1
Exclusionary Criteria for Glenn County

Source	Criteria	Mitigable?
Title 14 CCR §17258.10 ^a	Airport Safety: Do not site a landfill within 10,000 feet of any airport runway end receiving turbojets or 5,000 feet of any airport receiving piston-type aircraft unless demonstrated that it does not pose a bird hazard to aircraft.	Yes
Title 23 CCR, under SWRCB Resolution No. 93-62 ^a	Floodplain: Do not site a class III landfill within a 100-year floodplain unless demonstrated that it will not restrict flow of the 100-year flood, reduce the temporary water storage capacity of the floodplain, or result in washout of solid waste. ^b	Yes
Title 23 CCR, under SWRCB Resolution No. 93-621	<p>Wetlands: Do not locate a new landfill within a wetland unless all of the following can be demonstrated:</p> <ul style="list-style-type: none"> • No practicable alternative not involving wetlands • Through construction and engineering, will not: violate state water quality standards, violate toxic effluent standards, or jeopardize threatened or endangered species or their habitats • Will not cause or contribute to significant degradation of the wetland • Steps are taken to achieve no net loss of wetlands 	Yes

^a Requirement resulted from RCRA Subtitle D, Subpart B, §258.10 through §258.15 (U.S. EPA).

^b Title 23 CCR, §2533 (c), Flooding specifies design, construction, operation, and maintenance requirements. Therefore, it was not listed as a siting criteria.

Table 3-1
Exclusionary Criteria for Glenn County

Source	Criteria	Mitigable?
Title 23 CCR, §2530	Depth to Groundwater: Do not locate a new landfill in an area where it cannot be sited, designed, constructed, and operated to ensure that wastes will be a minimum of 5 feet above the highest anticipated elevation of underlying groundwater.	Yes
Title 23 CCR, under SWRCB Resolution No. 93-621	Unstable Areas: Do not locate a landfill in an unstable area (e.g., landslide and liquefaction prone areas) unless demonstrated that engineered measures have been incorporated to ensure the landfill's structural integrity.	Yes
Title 23 CCR, §2533 Class III: Landfills for Nonhazardous Solid Waste	Ground Rupture: Landfills shall not be located on a known Holocene fault. ^c Rapid Geologic Change: Do not locate a landfill within areas of potential rapid geologic change unless containment structures are designed, constructed, and maintained to preclude failure. ^d	No
Title 23 CCR, under SWRCB Resolution No. 93-621	Fault Areas: Do not locate a new landfill within 200 feet of a Holocene fault unless demonstrated that alternative setback distance of less than 200 feet will prevent damage to the structural integrity of the landfill and protect human health and the environment.	Yes

c Per Title 23, §2547, landfills must be designed to withstand the maximum probable earthquake without damage to the foundation or to the structures which control leachate, surface drainage, erosion, or gas. Even though it does not contain a minimum setback, this requirement is essentially equivalent to the Subtitle D limit of 200 feet from Holocene fault because all potential seismic forces must be considered during the design phase. Some Regional Water Quality Control Boards may require a minimum 200 foot separation even though the State Water Resources Control Board and approved California Solid Waste program are not required to include this location restriction. The RCRA Subtitle D location restriction for Seismic Impact Zones is also covered under the Title 23 seismic design requirements.

d For Siting Element purposes, this criterion includes the foundation requirements of Title 23 CCR, §2530.

3.3 DISCRETIONARY CRITERIA

The purpose of the discretionary criteria will be to assist local decision-makers in identifying and evaluating new candidate landfill sites in the future. This list is introductory only and is intended to be used as a guideline. This list will be expanded or reduced over time as physical and social conditions change in the County. This list will also be revisited as part of five-year plan reviews and at such time that the County determines that a new facility siting effort is desired.

Sources for the discretionary criteria include the Glenn County General Plan, previous County Solid Waste Management Plan, and good planning and engineering principles. The criteria are organized under four regulatory-mandated headings: environmental considerations; environmental impacts; socioeconomic impacts; and legal issues.

Environmental Considerations:

1. Avoid designated watershed areas and designated groundwater recharge areas to the extent possible.
2. Maximize distance from community water supply/extraction sites.
3. Prefer candidate sites with the fewest seasonal and perennial streams on-site. Prefer sites with drainage to minor or intermittent streams rather than major intermittent streams, perennial streams, or lakes.
4. Prefer sites with minimal upstream drainage area and/or otherwise provide for natural, controllable drainage patterns.
5. Prefer sites with the lowest average annual rainfall at the site.
6. Prefer sites with the greatest depth to highest anticipated groundwater.
7. Maximize on-site soils of low permeability and high stability.
8. Maximize amount of suitable on-site/nearby soil sources for landfill liner and cover material.

9. Minimize landfill construction requirements. Prefer sites with moderate slopes (less than 30%) and natural containment of waste.

Environmental Impacts:

1. Avoid designated state/county historical, cultural, and archeological sites. Prefer sites with the greatest distance to designated historical, cultural, and archeological sites.
2. Avoid state and county parks, preserves and other designated scenic, natural or recreational areas. Prefer sites that maximize distance to state and county parks, preserves and other designated scenic, natural or recreational areas.
3. Avoid designated critical habitats and other designated environmentally sensitive areas. Maximize distance to designated critical habitat/environmentally sensitive areas for threatened and endangered species and sightings of species of concern.
4. Avoid sites which are in areas subject to persistent high wind conditions or where wind protection cannot be reasonably achieved. Prefer sites with the lowest average wind speed and prevailing winds in the direction of non-sensitive receptors.¹
5. Minimize visibility: Prefer sites naturally screened from designated scenic areas, designated scenic highways, designated significant visual resources, residences, and other sensitive receptors.

Socioeconomic Considerations:

1. Avoid designated prime agricultural lands and farmlands of statewide or regional importance.
2. Maximize compatibility of the site with current and future land uses. Prefer sites located in appropriate land use designations.

¹ A sensitive receptor is any human or wildlife land use that would be sensitive to potential nuisances (e.g., noise, dust, odor) created by landfill construction or operation. Examples of non-sensitive receptors would be open land uses, most forms of agriculture, and heavy industrial land uses.

3. Maximize compatibility of current and future adjacent land uses. Prefer sites with adjacent non-sensitive industrial, agriculture, open space, or public land use.
4. Avoid designated mineral resource areas to the extent possible.
5. Prefer sites with fewer households along the access roads to the site.
6. Minimize distance traveled on local roads (non-controlled access roads and non-designated truck routes).
7. Minimize required improvements to local and major access roads. Minimize length of new access roads required.
8. Minimize haul distance and time from the waste centroid² to the site.
9. Prefer sites with a fewer number of schools, hospitals and other immobile populations along access roads to the site. Prefer sites that maximize distance to the nearest immobile population³.
10. Prefer sites with the lowest potential population density (based on zoning restrictions) within one mile of the site. Prefer sites with the lowest number of residences within one mile of the site.
11. Minimize distance from the site to nearest utility tie-ins.

Legal Considerations:

1. Minimize eminent domain requirements: prefer sites with the greatest number of willing sellers.

² The geographic point of greatest average waste generation. For Glenn County, this point lies along the I-5 corridor between Willows and Orland.

³ Examples of immobile populations include schools, hospitals, and convalescent homes.

2. Maximize parcel integrity: prefer sites with the least number of easements passing through the site.

For additional legal considerations, see exclusionary criteria, Table 3-1.

3.4 DISPOSAL FACILITY SITING PROCESS

Given the extensive permitted disposal capacity in Glenn County (over 100 years remaining as of 1996, assuming achievement of the diversion goals), sites for new solid waste disposal facilities will not be sought at this time. At such time that remaining permitted disposal capacity falls below the minimum 15-year requirement, and/or the County otherwise determines that the Glenn County Solid Waste Disposal Site (and any future expansions) cannot meet the needs of the community, the County will, along with other strategies discussed in Section 5, plan for the identification of potential new disposal facilities using the general steps outlined below. For publicly initiated projects, the Glenn County Public Works Department would be the lead agency for conducting the tasks outlined below. A private sector disposal facility proponent may or may not choose to perform these steps; however, any proponent attempting to site a disposal facility in Glenn County must still meet the exclusionary criteria, prepare adequate CEQA documentation, and obtain a Siting Element amendment (discussed further in this section), local land use permits, and solid waste facility related permits.

1. Design and implement a public participation strategy that provides for regular public input throughout the siting process.
2. Update the exclusionary criteria to include new or revised siting requirements from federal and/or state regulators as they may be promulgated.
3. Apply the exclusionary criteria to identify areas of the County most suited to new facility development.
4. Identify candidate sites within the remaining general areas using good solid waste planning and engineering principles and field reconnaissance.
5. With the input of planning staff, public, and local task force, update the discretionary criteria list to reflect any changes in local policies, planning guidelines, and/or community concerns.

6. Develop evaluation strategy and apply the discretionary criteria to the candidate landfill sites, score and rank sites, and identify the site(s) that maximize(s) consistency with the discretionary criteria.
7. Perform a "fatal flaw" analysis on the top ranked sites to determine if there are any site-specific hydrologic, geologic, or environmental conditions that would preclude a site from further consideration.
8. If technically, economically, and politically feasible, initiate preliminary design, CEQA compliance, site selection/acquisition, local land use and solid waste facility permitting, and final site design/development.

Figure 3-1 illustrates the general flow of this landfill siting process. Given recent experiences in other communities, the site identification process may take about one to two years; CEQA compliance, site selection/acquisition, and permitting about three to five years; and initial site development about one year. Timing will depend largely on the level of public opposition, willingness of land owners, CEQA compliance requirements, and physical conditions of the selected landfill site.

3.5 AMENDMENTS TO THE SITING ELEMENT

PRC section 41721.5 specifies the process by which the Glenn County Siting Element may be amended to consider and incorporate new, expanded, or modified disposal facilities as they may be proposed in the future. In summary, the proponent for development of a disposal facility (not already identified in this Siting Element) may initiate the process by submitting a site identification and description (proposal for amendment) to the Glenn County Board of Supervisors. If the description is deemed complete by the Board, the County will then submit the description to the incorporated cities of the County within 20 days. Each jurisdiction must then act to approve or disapprove the proposed amendment to the Siting Element within 90 days provided that there is sufficient information and documentation to meet the requirements of CEQA and it does not violate any other state or local requirement. To amend the Element, approval is needed by the County and the city which contains the majority of the population of the incorporated area (currently Willows). A jurisdiction may only move to disapprove the Siting Element amendment if there is substantial evidence in the record that the amendment to the Element would cause one or more significant adverse impacts. Any amendments to the Glenn County Siting Element must also be submitted to the CIWMB for approval. Upon approvals, the project will then be forwarded to the host jurisdiction to initiate the local planning requirements of that community and initiate the Solid Waste Facility Permit process.

SECTION 4

LONG-TERM STRATEGY FOR GLENN COUNTY SOLID WASTE DISPOSAL SITE

This section explores long-term operational alternatives for the Glenn County Solid Waste Disposal Site and specifically considers the key issues and needs for expansion of the site to accommodate a larger, regional waste stream.

4.1 SITE ALTERNATIVES

Glenn County Public Works Department, as operator of the Glenn County Solid Waste Disposal Site, faces five fundamental choices for ongoing operation of the facility: 1) maintain operations on a status quo basis to accommodate waste from Glenn County sources only; 2) contract out site operations (or elements thereof); 3) sell the facility to a private-sector landfill owner/operator; 4) close the site; or 5) either physically or by permit, expand the site to accommodate a larger, regional waste stream. Each option is described briefly below including the advantages and disadvantages to the County.

4.1.1 Status Quo Operation

This alternative would maintain the current operation of the site, that is, operation of the facility by Glenn County Public Works at its estimated 64 tons per day average disposal rate (100 tons per day permitted peak flow) within the current footprint. The facility would continue to serve the disposal needs for Glenn County only. Status quo operation on the existing footprint would provide for approximately 100 years of disposal capacity¹.

Advantages

- No modifications would be necessary to the current waste transportation, landfill operations, and facility staffing programs.
- Refuse could be handled as it currently is and there would be lesser need for construction of transfer stations or other transportation related facilities and features.
- Haul distances and the associated costs would not be increased.
- The County would maintain local control over solid waste disposal costs.

¹ Assumes a remaining capacity of approximately 5.6 million cubic yards or 2.8 million tons. Source: Joint Technical Document for the disposal site, August 1998.

- Status quo operation provides the County an extended period of time to accrue necessary funds for closure, postclosure, and other designated costs funded by tipping fees. Because these costs can be spread out over a longer time, the risk of sudden "rate shocks" is reduced.

Disadvantages

- The County remains at risk of increasing labor, fuel, utilities, and other operating costs.
- The County remains at risk of increasing regulatory compliance costs resulting from increasingly stringent environmental regulations.
- The unit cost of disposal will increase over time as the tons disposed diminish (due to increased diversion rates) and the operating/regulatory compliance cost for disposing of each remaining ton increases. The result will be increases in tipping fees and/or County parcel fee to cover escalating costs.
- At 64 tons per day, the County is likely experiencing certain diseconomies of scale in its landfill operation. The fixed costs of landfill operation are spread over a very small waste stream and the utilization rate of labor and equipment for that waste stream is likely well below that which is economically desirable.
- The County maintains its risk exposure associated with environmental contamination and cost of remediation, as opposed to closing or selling the site.

4.1.2 Contract Site Operations

This option would entail procuring a private-sector entity to operate some or all elements of the landfill operation (either on a status quo basis or under an expanded site scenario). The County would remain the owner of the operation (assuming eventual purchase of the site by the Board of Supervisors).

Advantages

- Through an operations agreement, the County could retain control of how the facility is operated and specify the conditions for rate increases, and thereby retain significant control over long-term costs.
- The County could elect to retain some elements of the operation (e.g., scale house and fee collection), if so desired.

- Through a competitive procurement process, the County may be able to reduce the cost of operation thereby reduce tipping fees and/or parcel fee.

Disadvantages

- As site owner, the County would retain long-term liability for future environmental remediation.
- Some cost is incurred for contractor procurement, agreement enforcement, and ongoing monitoring and evaluation of contractor performance.
- Potential displacement of County work force with private-sector labor.

4.1.3 Sell Site

This option would entail the County's acquiring the site then selling the operation to a private-sector entity that would assume all responsibilities for landfill operation, closure, and postclosure maintenance. The site could be sold "as-is" (78-acre footprint) or sold after expansion permits are obtained. (The facility would likely garner a much higher selling price if the expansion permits were in place first.)

Advantages

- Offers a potential windfall revenue to the County for funding of other County programs.
- Depending on the negotiated purchase agreement, a periodic host community fee may be collected by the County as a long-term revenue source to fund waste reduction or other countywide programs.
- The County's long-term liability for environmental remediation may be reduced depending on specifics of the negotiated agreement. A default by the private-sector entity may, however, return liability to the County.

Disadvantages

- The County must first acquire the site from Foley Ranches, Inc. before selling the operation.

- The County may lose long-term control over landfill disposal costs depending on the nature of the negotiated agreement. Price control concessions for Glenn County waste streams may be possible.
- The County may lose the ability to generate additional revenue from tipping fees depending on the nature of the negotiated agreement.
- The County would still maintain some liability for the operation should the private-sector owner default on its obligations.

4.1.4 Close Site

Under this option, the landfill would cease accepting waste prior to reaching the design capacity of the 78-acre footprint, and landfill closure and postclosure maintenance would be initiated.

Advantages:

- The landfill operating costs would be reduced to postclosure maintenance levels. There would also be some additional cost savings related to a reduced level of permitting and regulatory compliance.
- Reductions in site operations, permitting, and financial assurance costs.
- The risk and cost of future environmental regulation is avoided.
- Landfill closure and capping will reduce the potential for leachate and gas generation thereby reducing potential long-term environmental impacts.

Disadvantages:

- All funds necessary for closure activities at the landfill will need to be available at the time of closure. To the extent that the closure/postclosure maintenance fund has not been fully funded, any shortfall will need to be collected prior to closure.
- By closing the landfill prematurely, the County loses the ability to generate additional revenue from tipping fees.
- An alternative, and more distant, disposal site would be required. This would entail a greater transportation cost to the waste hauler, and subsequently, increased rates to residents and businesses of Glenn County. Given the distance to the nearest reasonable

alternative facility, public or private-sector development of a transfer station would likely be necessary.

- Nearly all existing regional landfills in the Sacramento Valley area charge significantly more than \$20/ton (current Glenn County Solid Waste Disposal site fee), translating into immediate increased costs to the waste hauler and subsequently, solid waste collection rate increases to residents and businesses of Glenn County.
- The County would lose control over future landfill disposal costs.
- By closing the facility now, the County would be closing the door on a potentially saleable commodity. Given the current political and social environment, siting of a new landfill in Glenn County in the future is, at best, an uncertain proposition.

4.1.5 Expand Site

This option involves expansion of the site, either by permit or physically, to accept a larger waste stream. A permit expansion would involve applying for a Solid Waste Facilities Permit revision (and other associated permits revisions) to accept more waste on the existing site footprint thereby implying a reduction in overall site life. A physical expansion would involve increasing the existing landfill footprint (78 acres) within the designated 160 acre fill area² or increasing the total site area to accept waste. Either approach assumes that the County would be able to attract out-of-County waste streams to the Glenn County site. The expanded operation could either be operated by the County or contracted to the private-sector.

Advantages

- The primary advantage of this option is the economies of scale that would be realized. By increasing the waste flow, the fixed costs (e.g., permitting, liability funding, capital improvements, support facilities) can be spread over a larger waste stream thereby reducing the fixed cost burden of each ton disposed. Volume-based costs (e.g., labor, equipment, utilities) vary depending upon the amount of waste disposed. These volume-based costs typically enjoy economies of scale, that is, as the volume of waste increases, volume-based costs increase at a lower rate due to efficiencies with equipment and personnel. The combined effect of increasing the waste stream (within certain parameters) is to lower per-unit disposal costs.

² The total site acreage is 193 acres of which 160 acres is identified in the new Site Development Plan as designated waste fill area.

- If the expanded operation were contracted out to the private-sector, the additional advantages identified in Section 4.1.2 could be realized.

Disadvantages

- The County will incur increased external costs such as wear and tear on County roads from increased truck traffic; increased risk of spills and clean-up costs, additional litter control; increased road congestion and air pollution from this traffic, and some loss of aesthetic value. Although these costs are often difficult to quantify, they are nonetheless real costs borne by County residents.
- By accepting waste from out-of-County sources, the County implicitly assumes short- and long-term liability for any additional environmental contamination, reduced public health and safety, or reduced waste management worker safety that the out-of-County waste may impose. For non-hazardous, non-designated municipal solid waste, the additional waste is likely to bear little incremental risk over that faced by the County through the disposal of its own solid waste. The liability may, however, increase dramatically if the out-of-County waste stream contains quantities of hazardous or designated wastes.
- The County would assume the risk of doing business in a highly competitive market including attracting enough market share to recover capital improvement costs, financing costs (if necessary) and daily operating costs. A coordinated and consistent marketing effort would have to be established by the County.
- If the expanded operation were contracted out to the private-sector, the additional disadvantages identified in Section 4.1.2 could be incurred.

4.1.6 Conclusions

Considering the advantages and disadvantages of each option, expansion of the facility offers the County a reasonable balance of benefits and risks for long-term operation of the landfill. Assuming that additional waste streams can be attracted to the site, expansion offers potentially lower unit costs to all users, better long-term control of rates, and a possible alternative revenue source to the parcel fee for countywide waste management programs. While this expanded facility could be operated by the County, contracting out the expanded operation to the private-sector may offer some additional economic benefits through competitive procurement and a well structured operating agreement with favorable concessions to the County.

Section 4.2 identifies the key issues associated with facility expansion irregardless of who the operator would be.

4.2 KEY ISSUES FOR LANDFILL EXPANSION

As the County begins to consider expansion of the Glenn County Solid Waste Disposal Site, there are five key issues that must be evaluated and understood before an informed decision can be made:

- 1) What type of expansion should be pursued (i.e., permit or physical)?
- 2) What is the regional solid waste disposal market and can Glenn County reasonably attract sufficient market share?
- 3) What are the physical and operational needs for a facility expansion?
- 4) What is the cost and how is the expansion to be financed?
- 5) What are the required permits and approvals?

Each of these issues is addressed below.

4.2.1 Type of Expansion

As discussed previously, the Glenn County site may be expanded to accommodate a regional waste stream either by pursuing a Solid Waste Facilities Permit revision for increased disposal on the existing footprint, or by physically expanding the footprint within the designated 160-acre fill area or expanding the total site size.

Table 4-1 evaluates the impact of the existing site life considering use of the existing 78-acre footprint and the designated 160-acre area. Three import scenarios are considered: 100 tons per day (TPD), 300 TPD, and 500 TPD import rates.

**Table 4-1
Site Life for Various Import Scenarios**

Capacity Options	Remaining Capacity (Jan. 1996)	Status Quo (64 TPD)	Import Scenario ^a		
			100 TPD Import	300 TPD Import	500 TPD Import
Current 78-acre footprint	≈2.8 million tons ^b	78 years	54 years	23 years	14 years
Designated 160-acre area	≈9.1 million tons ^b	147 years	117 years	81 years	40 years

^a Source: Joint Technical Document for the disposal site, August 1998.

^b Source: Joint Technical Document for the disposal site, August 1998. Figures updated to January 1996 values assuming 3,883 tons per month were disposed of at the site between April and December 1995. Figure includes current footprint plus proposed expansion area (i.e., Phases A and B).

Given these results, use of the existing 78-acre footprint is not a viable option for a large volume expanded waste stream except on a temporary basis. At the 500 TPD import level, the current footprint capacity would expire in about 14 years. Therefore, to serve as a long-term regional landfill for large volumes of waste, the County must consider development of part or all of the designated 160-acre area in the near-term. As reflected in Table 4-1, the County could accept an import rate up to 500 TPD resulting in an approximately 40-year site life.

In summary, it appears that the designated 160-acre fill area offers sufficient capacity for expanded operations under any reasonable import scenario. Expansion of the total site beyond 160 acres, while offering significant increases in capacity, is not necessary for long-term capacity assurance. It may, however, be desirable for assuring sufficient buffer land around the operation to control future adjacent land use, and/or development of supporting solid waste facilities, e.g., materials recovery facility, composting facility, transfer station, and/or manufacturing facilities using recycled feedstocks.

4.2.2 Competitive Environment for Solid Waste Disposal in the Sacramento Valley

There are numerous landfills in the Sacramento Valley (and beyond) currently serving as, or proposing to serve as, regional disposal sites to Valley communities. Table 4-2 summarizes those facilities including name, location, means of access (i.e., truck or rail), and 1996 tipping fee. Figure 4-1 illustrates the facilities approximate location in reference to Glenn County.

**Table 4-2
Summary of Regional Landfills Serving the Sacramento Valley**

Landfill Name	Owner	Means of Access	Tipping Fee	Comments
Altamont Landfill, Alameda Co.	Waste Management, Inc.	Truck	\$34.53 ^a	Up to 11,000 TPD facility primarily serving selected Bay Area communities. Facility recently gained a permit expansion of 80 million tons.
Anderson Landfill, Shasta Co.	Republic Waste Systems	Truck	\$26.09 ^a	Average daily intake < 500 TPD. Activity being marketed by owner as a regional facility.
B&J Landfill, Solano Co.	Norcal	Truck	\$21 - \$39 ^b	Recent permit revision allows for 1,200 TPD average disposal rate. Actively being marketed by owner.
CERRS Landfill, Colusa Co.	Allied Waste Industries	Truck	\$27 - \$32 ^b (projected)	Currently Class II facility; permit application for Class III solid waste disposal anticipated 1997.
Columbia Ridge Landfill, WA	Waste Management, Inc.	Rail	\$25.00 ^a	Not currently serving any CA communities.
East Carbon Landfill, Carbon Co., UT	East Carbon Development Corp.	Rail	\$35 - \$50 ^b (f.o.b.)	Currently serving several CA communities for non-municipal solid waste disposal only.
Finley Buttes Landfill, Morrow Co., OR	Finley Buttes Regional Co. (A.k.a. Columbia Resources Co.)	Rail	\$26.50 ^a	Not currently serving any CA communities.

Table 4-2
Summary of Regional Landfills Serving the Sacramento Valley

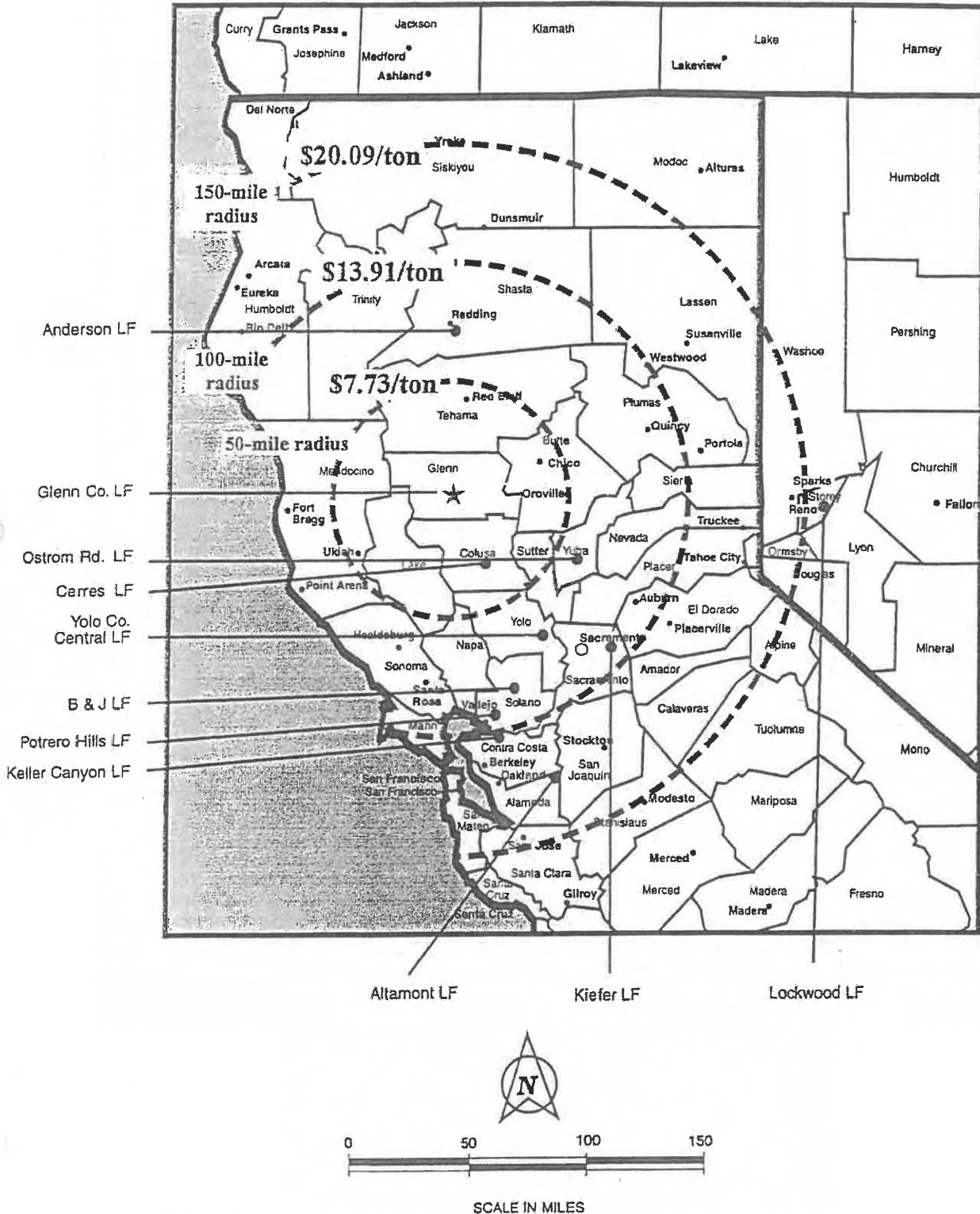
Landfill Name	Owner	Means of Access	Tipping Fee	Comments
Keller Canyon Landfill, Contra Costa Co.	Browning Ferris Industries	Truck	Negotiated only	Average daily intake > 1,000 TPD. Only accepts those waste streams with contracts with the facility. Primarily serving East Bay/Delta communities.
Kiefer Landfill, Sacramento Co.	Sacramento County Public Works Agency	Truck	\$21.00 ^a	Serves primarily Sacramento County; not being actively marketed for regional waste streams.
Lockwood Landfill, Storey Co., NV	Refuse, Inc.	Truck and Rail	\$9.38 ^b	Very large, unlined facility near Reno, currently providing capacity to several foothill/ Sierra counties. Actively being marketed by owner.
Ostrom Road Landfill, Yuba Co.	Norcal	Truck	\$21 - \$39 ^b	Recent permit revision allows 1,000 TPD peak loading. Actively being marketed by owner.
Potrero Hills Landfill, Solano Co.	Potrero Hills Landfill, Inc.	Truck	\$32.50 ^b	Recent permit revision allows for 3,400 TPD average disposal. Actively being marketed by owner.
Roosevelt Regional Landfill, Klickitat Co., WA	Rabanco, Inc.	Rail	\$40 - \$44 ^b (f.o.b.)	Currently providing disposal capacity to parts of Napa County and City of Vallejo. Actively marketed by owner.
Yolo Co. Central Landfill, Yolo Co.	Yolo County Public Works Dept.	Truck	\$36.00 ^a	County-owned facility serving primarily Yolo County; not being actively marketed for regional waste streams.

a December 1996 posted tipping fee.

b Rate offered to other Sacramento Valley communities within the last 12 months.

Figure 4-1

Regional Solid Waste Disposal Facilities



As illustrated in Table 4-2, tipping fees currently range from about \$21 to \$50 per ton with the notable exception of the Lockwood Landfill, currently at \$9.38 per ton (negotiated first year fee with Lassen County). The extremely low base year tipping fees and fee escalators offered by Lockwood are attracting the attention of many Northern California communities and may offer significant competition to an expanded Glenn County site. Perhaps the most significant competitor to Glenn County; however, will be the pending re-permitting of the CERRS facility near Arbuckle, Colusa County. This facility (currently a Class II waste disposal site) is located approximately 40 miles south of the Glenn County site. The owner, Allied Waste Industries, is currently developing a business plan for attracting waste streams to that facility and anticipates obtaining permits for Class III waste disposal in 1997. The permit application seeks an intake rate of 1,000 TPD of Class II and Class III wastes on the 102 acre facility. If successful, the CERRS facility could be in a position to intercept waste streams otherwise targeted by Glenn County. Given the possible near-term start-up of this facility, it is important that Glenn County initiate the next steps of expansion assessment (as documented in Section 4.3) before waste streams in the vicinity are locked into long-term agreements with this and/or other regional operations.

In addition to the tipping fee, waste disposers will be evaluating the Glenn County Solid Waste Disposal Site based on the cost to transfer and transport the waste to the site. The concentric circles on Figure 4-1 illustrate the approximate transportation cost for solid waste at 50-, 100-, and 150-mile radii from the Glenn County site.³ Transfer costs are highly variable, however, an industry average cost is approximately \$6 to \$12 per ton assuming a hauler owned/operated transfer station. In evaluating the competition, it is important to understand that potential users will consider the combination of transfer cost, transportation cost, and tipping fee when evaluating any long-term agreement with an expanded Glenn County Solid Waste Disposal Site.

In addition to tipping fees and transfer/transportation cost, a third important issue to understanding the competitive environment is concessions. Private landfill owners/operators in the region are offering certain concessions to waste disposers as an additional incentive to entering into long-term disposal agreements. Examples of concessions being offered include:

- Tipping fee escalators set at or below annual changes in the Consumer Price Index.
- Early termination allowances.
- Reduced tipping fees for long-term/large-volume waste stream commitments.

³ Transportation costs calculated assuming 50 mph average speed, 30 min. loading/unloading time, vehicle operating cost of \$68/hour (including labor), and an average weight of 22 tons per vehicle.

- Hold harmless and indemnification clauses that release waste disposers from any costs or damages associated with landfill operation, maintenance, and environmental liability.
- Preferred customer services such as expedited weigh in and unloading.

In summary, solid waste disposal capacity has become a major commodity of the 1990's. To fill the demand, several private-sector firms in the Sacramento Valley have obtained or are seeking to develop additional disposal capacity. As a result, the County will need to understand that, 1) it is entering into a highly competitive market in terms of tipping fee pricing and concessions offered, and 2) it is entering a market that is quickly maturing, that is, solid waste streams throughout Northern California (and particularly the most lucrative urban waste streams) are being locked into 10- and 20-year agreements. The implication of the former is that the County must be prepared to offer highly competitive rates and concessions, enter into short-term price wars if necessary, and potentially be able to bid its rates below cost in the short-term to effectively garner market share. The implication of the latter is that the County will require an organized and effective marketing strategy to identify potential waste streams and negotiate long-term commitments with the parties that control those waste streams, respond to requests for proposals, and otherwise sell its disposal capacity to those controlling the waste streams. The scale of the desired expansion will in part dictate how aggressive the County will need to be in garnering market share.

4.2.3 Site Needs for Expansion

If the County decides to expand the landfill, significant upgrades to the facility will be required. These upgrades will be necessary due to regulatory requirements and increased utilization of the landfill. Regulations (23 CCR, §2540 *et seq.*) require composite lining of landfill lateral expansions and installation of leachate collection, landfill gas collection, and expanded environmental monitoring systems. Increased traffic resulting from expanded operation will also require improvements to the site access and possible installation of a second scale. These needs are preliminarily assessed below and also include a discussion of ownership/lease agreement needs for the site.

Ownership/lease agreement

The current land owner of the Glenn County Solid Waste Disposal Site is Foley Ranches, Inc. The County currently has a 50-year lease on the site (25 years remaining) for operation of the facility on the property. In pursuing a permit revision for landfill expansion, it is likely that the Integrated Waste Management Board will require evidence of ownership of the property by the County or a lease with

the owner for a period at least as long as the projected site life before issuing a permit revision. Therefore, the County must explore means to either purchase the lands outright or negotiate a lease extension/revision that adequately protects the County from sudden cancellation or other action by the owner that would jeopardize continued landfill operation. Land ownership or a long-term lease will also be critical to obtaining bond financing if the County chooses to pursue such. At the time of preparation of this document, the County was having the site and surrounding area appraised for acquisition.

Liner system

23 CCR §2540 *et seq.* requires all new landfills and lateral expansions to be lined with a composite liner system. A composite liner system will typically consist of a low permeability soil layer and a synthetic liner. If a sufficient quantity of low permeability soil is not available on-site, use of a geosynthetic clay liner could also be used. The landfill bottom will be graded so that capacity is maximized and leachate collection is facilitated. The composite liner must be overlain by a drainage layer to prevent the build up of leachate. The drainage layer also serves the purpose of directing the leachate to a collection system.

Leachate management system

A lined landfill will require the installation of a leachate management system. These systems typically consist of a network of pipes and sumps integrated with the liner drainage layer. Leachate is collected in sumps and removed from the landfill using pumps or gravity flow. The leachate is then managed through the use of a treatment system, evaporation pond, or discharge to a local sanitary sewer.

Landfill gas collection and management system

The expanded landfill will require a landfill gas collection and management system. The federal Clean Air Act, New Source Performance Standards, requires the implementation of a landfill gas control system for landfills with over approximately 2.5 million tons of waste. The collection system would consist of an array of either vertical or horizontal wells. Landfill gas would be actively extracted from the wells, collected in a piping system, and either destroyed in a flare or used for fuel.

Environmental monitoring systems

The expanded landfill will require an expanded environmental monitoring system. Depending on the specific requirements of the regulatory agencies, environmental monitoring system expansion may include:

- Installation of additional groundwater monitoring wells.

- Installation of a vadose zone (the unsaturated zone above groundwater) monitoring system.
- Expansion of the perimeter landfill gas monitoring system.
- Implementation of a more stringent storm water pollution monitoring program.

Improved site infrastructure

Expanded site operations will result in significant increases in site traffic and usage. This will require improvement to the site's infrastructure, including:

- Site access road (County Road 33 and on-site roads) will have to be improved to accommodate transfer trucks and the increased traffic.
- A second truck scale may be required depending on the level of increased traffic.
- Given increasing truck traffic, the County should consider either a separate tipping area or transfer station at the site entrance for self-haulers.
- Regular electrical service will have to be brought onto the site to power the leachate and landfill gas collection systems.
- Expanded water and sewer systems may also be needed depending on the nature of the environmental controls.
- Enhanced load checking program that can effectively screen out unacceptable waste types and arrange for their proper storage and disposition.
- Depending on the expansion size, employee facilities may also have to be expanded.

Operations equipment and labor

An increased disposal rate will require additional equipment and labor for daily operations. Table 4-3 provides an estimate of the equipment and labor needed to operate the landfill at the 100, 300, and 500 TPD import scenarios. Additional equipment and operators may also be required if waste imports exceed 500 TPD, especially if the material is only delivered weekdays.

As illustrated in Table 4-3, current equipment and staffing at the landfill should be sufficient to operate the landfill up to the 300 TPD import rate. An additional dozer and operator should be anticipated when import is increased to 500 TPD.

**Table 4-3
Labor and Equipment Requirements***

Equipment/Labor Requirement	Status Quo (64 TPD)	Import Scenario		
		100 TPD	300 TPD	500 TPD
Dozer	1 primary 1 backup	1 primary 1 backup	1 primary 1 backup	2 primary 1 backup
Compactor	0	0	1	1
Scraper	1 primary 1 backup	1 primary 1 backup	1 primary 1 backup	1 primary 1 backup
Grader	1	1	1	1
Water Truck	1	1	1	1
Support Trucks	4	4	4	4
Operator	4	4	4	6
Gate keeper	2	2	2	2
Foreman	1	1	1	1
Site Manager	0	0	1	1

* Seven days per week operation using two shifts assumed.

4.2.4 Expansion Cost and Financing

Expansion Cost

Table 4-4 presents the estimated capital cost associated with build-out of the full 82-acre expansion area. It must be noted that these figures are planning level estimates only, based on broad assumptions of the material quantities required and average industry values for unit costs. Costs do not include site purchase or site infrastructure improvements discussed previously. Specific costs for the Glenn County site will require more detailed analysis based on preliminary design work (discussed further in Section 4.3). Results here indicate a total capital cost of about \$22 million or about \$270,000 per acre for the full 82-acre expansion area. This figure compares favorably with national averages in the area of \$250,000 per acre for Subtitle D compliant landfill construction costs. It is important to note that the expansion area would likely be developed in stages or cells; therefore, only

that capital necessary to develop the first cell would be necessary to initiate the expansion. Preliminary design work should identify the appropriate size, number, and staging of cell construction.

**Table 4-4
Estimated Expansion Costs**

Item	No. Units	Cost per Unit (installed)	Total Cost
Excavation ^a	4.51 million c.y.	\$2.00/c.y.	\$9.02 million
Clay layer ^b	0.13 million c.y.	\$5.00/c.y.	\$0.65 million
Flexible membrane liner ^c	3.57 million sq. ft.	\$0.50/sq. ft.	\$1.79 million
Drainage layer ^d	0.07 million c.y.	\$20.00/c.y.	\$1.4 million
Leachate collection system ^e	0.40 million sq. yd.	\$4.00/sq. yd.	\$1.6 million
Landfill gas collection system ^f	0.77 million sq. yd.	\$5.00/sq. yd.	\$3.85 million
Environmental control systems ^g	0.40 million sq. yd.	\$0.50/sq. yd.	\$0.2 million
Subtotal cost			\$18.51 million
Site development, design, engineering (@10% of construction cost)			\$1.85 million
Construction management (@10% of construction cost)			\$1.85 million
Total cost			\$22.21 million
Cost per acre			\$0.27 million

- a Assumes excavation quantity equal to total daily cover needs (calculated as the total waste volume of approx. 20 million c.y. times 0.2 (4-to-1 refuse-to-soil ratio)) plus final cover needs (4-foot cap over 82 acres). This quantity represents the largest conceivable excavation necessary. Actual excavation quantities may be significantly less.
- b Assumes 1-foot clay layer depth over 82 acres.
- c Assumes 60-mil HDPE liner over 82 acres.
- d Assumes 6-inch gravel drainage layer over 82 acres.
- e Assumes leachate collection system installation over 82 acres.
- f Assumes gas collection system installation over the existing 78-acre site plus 82-acre expansion area.
- g Includes groundwater, vadose zone, and perimeter gas monitoring systems for the 82-acre expansion area.

Expansion Financing

Glenn County has three basic choices for raising the capital necessary for physical expansion of the landfill (and potentially capital for purchase of the site lands, if so desired): tax-exempt financing; conventional financing; and pay-as-you-go financing. Each option is discussed below, as well as the issue of project financeability.

Tax-exempt financing. Government agencies have the power to borrow, for specified purposes, through tax-exempt bonds. The tax-exempt alternatives for government include revenue bonds, general obligation bonds, and California State Association of Counties (CSAC) financial assistance.

For revenue bonds, funds are raised through the sale of bonds by the County to investors, with security for the investors provided by the ability of the project to generate sufficient revenue to service the debt. The primary disadvantages with this approach are the ancillary costs — underwriter's fees, bond counsel fees, bond insurance, and other costs of issuance inherent in the issuance of bonds. Many of these costs are substantial and relatively constant regardless of the amount financed. Therefore, financing a capital amount below a certain threshold may not be cost-effective. This threshold of feasibility is generally about \$3 to \$5 million.

General obligation bonds also raise funds through the sale of bonds by the County to investors, with security for the investors provided by the taxing power of the County. For example, the County could issue general obligation bonds using the countywide parcel fee as the security. General obligation bonds typically present the same disadvantage as revenue bonds, that is, high ancillary costs. A combination of project revenues and County obligations may also be used as security in some cases.

CSAC financial assistance offers counties assistance in financing for the capital construction of various projects including solid waste facilities. CSAC has retained an underwriter that issues bonds on its behalf. Because CSAC has a committed financing team that can count on a certain number of financings per year, and since the basic bond documents are already drawn, some economies of scale are available for smaller project financings. Use of CSAC's services has the potential advantage of providing access to the bond market for projects that may otherwise be too small for cost-effective individual bond financing, as well as the cost advantage of tax-exempt financing. Another advantage is that the County would avoid the potentially time-consuming selection of an underwriter. An important consideration for CSAC financing is that funding for the project will probably have to be based on an enterprise fund, a specific tax or assessment (e.g., parcel fee) or other obligation of the County to pay debt service without direct regard to project revenues.

Conventional financing. Conventional financing involves borrowing on the free market from a loan-making business entity. Different entities tend to specialize in loans of various sizes, types of borrowers, and types of projects. A primary advantage of this option is that the up-front costs of financing through conventional loans are substantially less than through tax-exempt financing. The main disadvantage is that the interest income is taxable, therefore interest rates and borrowing costs are higher than tax-exempt financing.

Pay-as-you-go financing. Another alternative for financing capital projects is to generate a capital reserve fund to be later spent for capital projects by collecting funds in advance through tipping fees, parcel fees, or other ratepayer charges. The County has already established a Subtitle D Reserve Fund which is an example of the type of fund that can be used for pay-as-you-go financing. This approach avoids interest costs and other costs of borrowing, but the disadvantage for Glenn County is that a long period of time may be needed to generate the capital funds necessary for expansion construction. If only a short period of time exists before the need for construction funds, the required tipping fee or parcel fee assessments may be high relative to the ratepayers' willingness or ability to pay.

The pay-as-you go approach is particularly appropriate for lower cost capital activities or capital activities that can be staged over longer periods of time. Once the cost of the various project stages have been identified and timing of the development better defined, staff can then identify what the required surcharge would be to finance the activity. Pay-as-you-go financing avoids the problems associated with flow control, can minimize the need for early commitments of waste disposers participation, and results in a tipping fee that is lower than those of competing facilities where a debt service component is required.

Facility "financeability". A fundamental factor determining whether a landfill expansion can obtain financing is whether it has been properly structured and is therefore "financeable". Financeability means that the borrower (County) must meet the criteria that financing institutions use in deciding whether to finance a project. The criteria assure lenders that funds will be available to service the project's debt. Such criteria are not necessary with a pay-as-you-go method, however, the criteria are sound business practices that should be considered before investing the County's money. The criteria typically used for a solid waste facility are:

1. **Technical viability.** The expansion must be technically viable on the basis of sound engineering and demonstrated equipment and environmental control systems. Lending institutions will often require an independent third-party engineering review of the design.
2. **Economic viability.** Lending institutions will scrutinize estimates of project costs and revenues and assumptions underlying them. Lenders must be sure that the planned revenues will cover capital repayment and operations and maintenance (for revenue-based bonds).
3. **Required permits and approvals.** The lender will require that the project be able to secure all required local and state permits and approvals.

4. **Availability of waste streams.** Assurance of a revenue stream for the life of the project debt (typically 20 years) is needed for debt repayment. Since a landfill expansion would derive most or all of its revenue from tipping fees, the revenue is dependent upon delivery of sufficient waste streams. This in turn requires some means to guarantee waste delivery through franchise agreements with haulers, negotiated contracts, joint powers agreements with other jurisdictions, or other mechanisms.
5. **Experience of the operator.** Experience in operating and maintaining the project is a significant consideration for lenders. This is particularly important if there is no general or special obligation of the County to pay debt service. The lender seeks assurance that the project will be consistently and efficiently operated.
6. **Assurance of payment of tip fee.** Since the County has control over the rate structure at the landfill, it can provide assurance that rates will be set that cover all costs and that ratepayers will pay the tip fee. An alternative revenue source, such as the County's parcel fee, may be considered as a backup to the revenue generated by tipping fees.
7. **Credit support.** Credit support is not necessarily a financeability issue if all of the above factors are addressed properly, or if the County commits more than just project revenues to the lenders. If the expansion financing is to be revenue-based only, however, credit enhancement or support in the form of a letter of credit, bond insurance, or other method may be necessary. The resulting reduction in interest rate may more than offset the cost of credit support.

In summary, pay-as-you go financing potentially offers the County the easiest and most cost-effective means to fund a landfill expansion, however, if expansion construction is desired in the near-term, then the ability to collect monies in advance is very limited. In such case, the County will need to consider tax-exempt or taxable financing for project funding and ensure that the financeability criteria delineated above can be fully met. Depending on the expansion cost, tax-exempt financing using CSAC may offer the County the most economically favorable terms.

4.2.5 Required Permits and Approvals

Expansion of the facility, either by permit or physically, will require approval by certain state and local agencies. At the local level, the facility is governed by the land use permitting process administered by the Glenn County Planning Department. The first step in the approval process, therefore, will be submittal of an application for amendment to the land use permit (if so required by the Planning Department) by Glenn County Public Works. This action will then trigger CEQA compliance since any expansion has the potential to cause a physical change in the environment. Depending on the

results of the Initial Study by the Planning Department, a Negative Declaration or Environmental Impact Report must then be prepared. At the conclusion of the environmental review process the project will move to the Board of Supervisors for local approval. Other local construction-related permits (as may be necessary for physical expansion) may also be collected at this time.

At the state level, several agencies will have a regulatory interest in the project. The local Air Quality Management District will likely require an Authority to Construct and Permit to Operate for a physical expansion. The Regional Water Quality Control Board, Central Valley Region, will likely require revision to the Report of Waste Discharge (ROWD) and Waste Discharge Requirements (WDRs) for the site to reflect the proposed changes. A Storm Water Discharge Permit for Construction and Operation may also be required by the Regional Board. Finally, the Integrated Waste Management Board will require a revision to the existing Solid Waste Facilities Permit (SWFP) for the site. A SWFP revision typically includes a revised Report of Disposal Site Information (RDSI) reflecting the proposed changes, CEQA documentation, all other local/state agencies' revised permits (as necessary), revised closure/post-closure maintenance plan, and revised financial assurance documentation. If the County chooses not to purchase the site, then the Waste Board will also likely require evidence of a lease with a term at least as long as the projected site life.

Figure 4-2 illustrates a potential timeline for the permit approval process for physical expansion of the landfill. The timeline for a permit revision to increase waste loading on the existing footprint should be considerably shorter (depending on CEQA requirements).

It should also be noted that 14 CCR §18756.3 requires that reserved areas for expanded disposal facilities include verification that the expanded facility is located in areas where the land use is designated for disposal facilities and are consistent with the General Plan. Appendix C includes a statement of verification of such for the proposed landfill expansion area from the Glenn County Planning Department.

**Figure 4-2
Potential Timeline For Permitting a Physical Expansion^a**

Task	Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Land use permit amendment & CEQA compliance ^b	█	█	█	█	█	█						
Prepare operating permits revisions				█	█	█	█	█	█			
Acquire construction-related permits					█	█	█					
SWFP review and approval							█	█	█	█	█	█

a The timeline represents the shortest reasonable schedule for permit revisions and approval of a physical expansion.

b Timeline assumes preparation of a Negative Declaration. If an EIR is required, the schedule would be extended by approximately 6 months.

4.3 STEPS FOR EXPANSION

Before the Glenn County Solid Waste Disposal Site can be physically expanded to accommodate imported waste streams, there are several key assessments and other actions that the County will need to implement. These actions are described below. Figure 4-3 illustrates a potential timeline for these activities.

1. **Fatal flaw analysis.** A fatal flaw analysis is necessary to determine whether there are any geological, hydrological, or other environmental conditions pursuant to Subtitle D siting restrictions (RCRA Subtitle D, Subpart B, §258.10 *et seq.*) that would preclude development of the additional acreage or otherwise make development economically infeasible. Identifying any potential fatal flaws in the project at the outset rather than the design or permitting stages can save the County considerable time and effort.

2. **Expansion plan.** An expansion plan will serve as a key decision making tool and road map for facility expansion. Elements of the expansion plan would include:

- Preliminary site design to:

- ▶ accurately determine total site capacity of the 160-acre area
 - ▶ identify engineering/construction requirements, layouts, and sequence
 - ▶ identify environmental controls including necessary liner system, leachate and gas collection systems, etc.
 - ▶ identify materials, labor, and equipment needs for expanded operation
- Determination of operational preference, i.e., County versus private-sector.
 - A timeline for expansion approval and construction.
 - Quantification of development costs, operating costs, and projected tipping fee requirements based on the preliminary site design.
 - Identification of the preferred financing mechanism for expansion based on the assessed costs and timeline (e.g., financing plan).
 - Identification of the necessary elements for executing a purchase agreement with Foley Ranches for the site or otherwise securing a new long-term lease agreement.

3. Business plan (concurrent with expansion plan). The business plan is used to identify potential users of the expanded facility and what will be required (tipping fee, concessions, etc.) to attract those users. From this, the County can determine, from a business standpoint, the feasibility of attracting a sufficient number of users to the project. Elements of the business plan would include:

- Identification of the target regions for which the County will seek market share.
- Identification of who controls the waste streams in the target region(s) and which waste streams are not already committed to long-term agreements.
- For the potentially available waste streams, identification of the tipping fee and concessions likely necessary to attract the waste streams to Glenn County. Determine the County's ability to match those fees and concessions.
- Quantification of the total waste stream that can be reasonably garnered by the County and coordination of findings with the preliminary design work.
- Development of a market strategy including approaches the County will use to secure market share (e.g., negotiated contracts with haulers, franchise agreements, JPA

agreements with surrounding communities, responding to RFPs, etc.) and assignment of marketing responsibilities to a designated manager.

4. Go/no go decision. Based on physical, economic, and business feasibility as assessed in steps 1-3, make a go/no go decision. If go, then:

5. Permitting and CEQA compliance. Modify the governing local land use permit (if necessary), initiate CEQA compliance documentation, and initiate a Solid Waste Facilities Permit revision and other agencies permits revisions as discussed in Section 4.2.5.

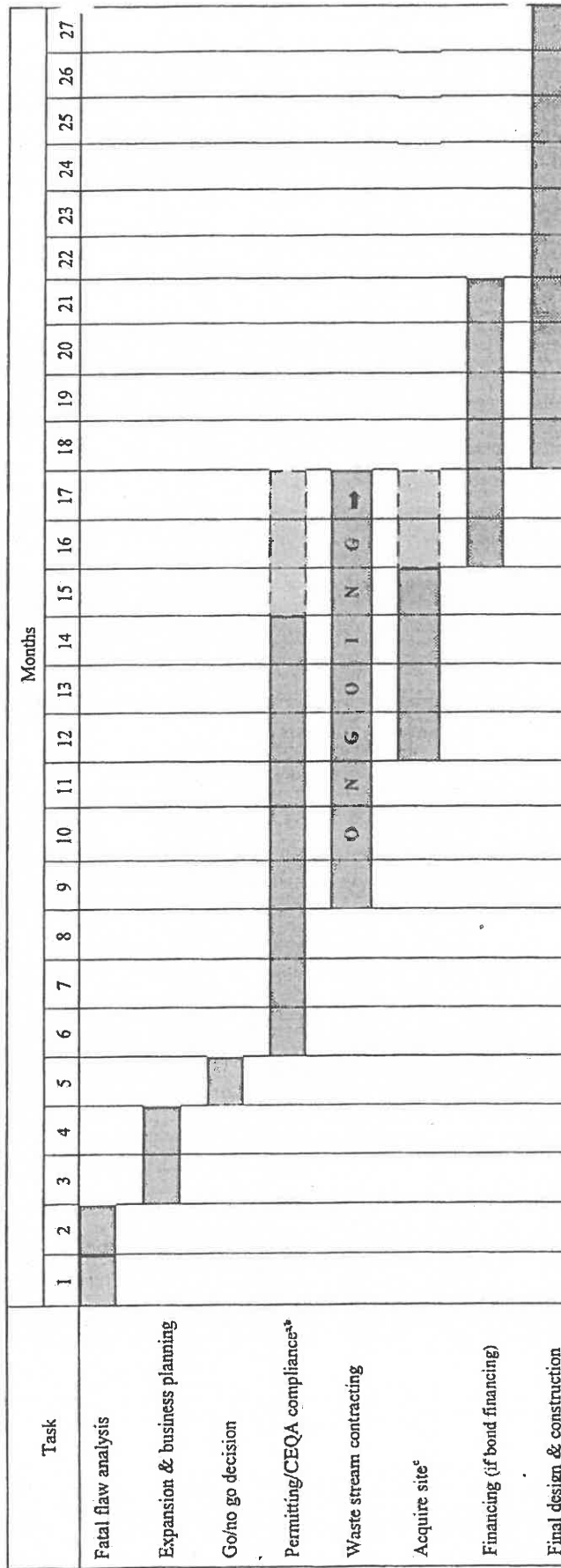
6. Acquire site. At the conclusion of the CEQA process the site can be acquired under the terms and conditions identified in step 2.

7. Waste stream contracting. Execute marketing strategy as identified in the business plan including entry into negotiated agreements for long-term disposal service.

8. Financing. Initiate financing mechanism for construction of the expansion area.

9. Final design and construction. Incorporate any conditions placed on the project as a result of permitting and CEQA compliance into the final site design, procure construction services (as necessary) and materials, and construct the expansion area.

Figure 4-3
Potential Timeline For Physical Landfill Expansion



^a If private-sector operation is preferred, procurement can occur concurrent to permitting. This allows for contractor input into final design, if appropriate and desired.

^b CEQA time frame assumes a Negative Declaration. An EIR would add a minimum of 6 months to the schedule.

^c Acquisition occurs upon completion of CEQA requirements. Time frame assumes a willing seller.

SECTION 5 SITING ELEMENT IMPLEMENTATION

The CIWMB requires each county to provide for a minimum of 15 years of permitted solid waste disposal capacity (CCR, Title 14, §18755(a)). As documented in Section 2, Glenn County far exceeds this minimum requirement with an estimated 41 years remaining capacity (assuming SRRE diversion goals are met). Nonetheless, maintaining its long-term disposal capacity is a high priority for Glenn County. The County has therefore developed an implementation schedule for long-term capacity assurance that is as detailed as possible given information available at this time. Table 5-1 summarizes the major elements of the County strategy, and designates responsible parties, schedules, and revenue sources.

5.1 PROGRAM FOR LONG-TERM CAPACITY MAINTENANCE

The long-term disposal capacity maintenance program for Glenn County is a diversified one. The County maintains several approaches so if one option becomes unworkable, back-up programs may be drawn upon. The four facets of the long-term capacity maintenance program are described below. Section 5.2 presents the schedule for executing this program.

5.1.1 Continued Use of the Glenn County Solid Waste Disposal Site

The cities of Orland and Willows and the unincorporated County areas currently rely on the Glenn County Solid Waste Disposal Site for providing MSW disposal capacity. The Glenn County Public Works Department will continue to operate the facility as the disposal site for those solid wastes that cannot otherwise be economically reduced, reused, recycled, or composted in the County. The Public Works Department will continue to monitor changes in remaining permitted capacity and continue to explore options to expand the landfill (described further in Section 5.1.2). Significant near-term activities for the disposal site include the following:

- **Purchase site lands:** The landfill property is currently owned by Foley Ranches, Inc.. It is the intent of the County to enter into negotiations with Foley Ranches for the purchase of the site lands. The County believes that ownership of the land is a key facet to ensuring the long-term viability of the Landfill site and moving forward with site improvements.
- **New JTD and Site Development Plan:** Glenn County Public Works has completed (1997) a new Joint Technical Document (JTD) to update site conditions and activities and present the landfill expansion. The Site Development Plan is currently being modified to extend the life of the existing waste footprint (that area which has received waste as of April 9, 1994) by increasing finished side slope designs prior to expanding

operations further east.

- **Additional diversion:** Consistent with SRRE-selected programs, Glenn County Public Works will assess the feasibility of expanding the existing scrap metals recovery program to include other bulky materials such as furniture and mattresses.
- **Transfer station study:** Glenn County Public Works will explore the feasibility of developing a transfer station near the front entrance of the landfill. The purpose of this facility would be for self-hauler off-loading so as to limit traffic near the working face. The facility also offers the potential for enhanced materials recovery from the self-haul waste stream. Opportunities for use by commercial haulers and more aggressive materials recovery and processing will also be considered.

5.1.2 Potential Landfill Expansion

Expansion of the Glenn County Solid Waste Disposal Site to manage a larger, regional waste stream offers potential economies of scales for landfill operation, and correspondingly, more cost-effective service for all users. The Glenn County Public Works Department will explore lateral expansion of the landfill within the existing site boundary.

Section 4.3 describes the necessary steps toward expansion of the landfill site. In summary, the major steps include: market assessment to determine the potential demand for additional capacity and economic feasibility study to determine the cost of expansion and associated tipping fees; engineering feasibility assessment; a detailed site expansion plan and Board of Supervisors approval; pursuing long-term disposal agreements; financing; and revising the Solid Waste Facilities Permit and other appropriate permits.

5.1.3 Dialogue with Neighboring Jurisdictions on Potential Regional Solutions

The small, dispersed populations of Glenn County and neighboring counties implies higher unit solid waste management costs as compared to larger, more densely populated communities. The County will continue to participate in discussions regarding potential inter-county solid waste reduction and disposal programs that are mutually convenient and beneficial, as such programs may be proposed in the future.

5.1.4 Consideration of Expanded Waste Reduction

Glenn County believes that waste reduction is ultimately the most effective means of assuring long-term disposal capacity. Through the SRRE, the communities have selected a wide range of waste diversion programs. The key elements of those programs are summarized in Section 4 of the Summary Plan. As part of the annual reporting process (CCR, Title 14, §18771), the

jurisdictions will assess their waste diversion plans for opportunities to improve waste diversion activities so as to minimize the amount of waste requiring disposal. Should other disposal strategies be unable to provide the minimum 15-year capacity requirements, the jurisdictions will consider expanded waste reduction and recovery activities to conserve remaining capacity. These activities could include: accelerating implementation schedules for certain selected programs; expanding the capacity and/or types of materials to be handled through recycling programs; or the addition of new programs to increase recovery.

5.2 IMPLEMENTATION SCHEDULE

The maintenance of long-term disposal capacity is a high priority for Glenn County. A schedule has therefore been developed that is as detailed as possible given information available at this time. Table 5-1 summarizes the required tasks, responsible parties, timing, and revenue sources for the implementation of the disposal capacity maintenance program.

It should be noted that the jurisdictions of Glenn County are considering formation of a Regional Agency for the purposes of AB 939 compliance. This action could affect which entities are responsible for implementing the various tasks in Table 5-1. If and when formed, this table will be updated accordingly to reflect any changes in responsible entities.

Table 5-1
Glenn County Disposal Capacity Maintenance Strategy

Program	Tasks	Responsible Party(ies)	Approximate Timing	Revenue Sources*
Continued Use of Glenn County Disposal Site	Ongoing operation and oversight; monitor remaining capacity.	Glenn Co. Public Works	Ongoing	Tipping fee
	Evaluate scrap metal recovery program for inclusion of additional bulky materials as feasible.	Glenn Co. Public Works/Contractor	1997	Tipping fee, material sales
	Explore feasibility of transfer station at landfill gate: <ul style="list-style-type: none"> • Identify target users and capacity needs • Identify waste recovery objectives • Determine economic feasibility • If go, facility siting & engineering • CEQA, permitting, and construction 	Glenn Co. Public Works/Board of Supervisors	1997-1999	Parcel fee for planning; tipping fee for operation
	Complete Site Development Plan and JTD.	Glenn Co. Public Works	1997	Parcel fee
	Negotiate and execute purchase agreement for landfill site lands.	Board of Supervisors	1997-1998	Parcel fee & tipping fee

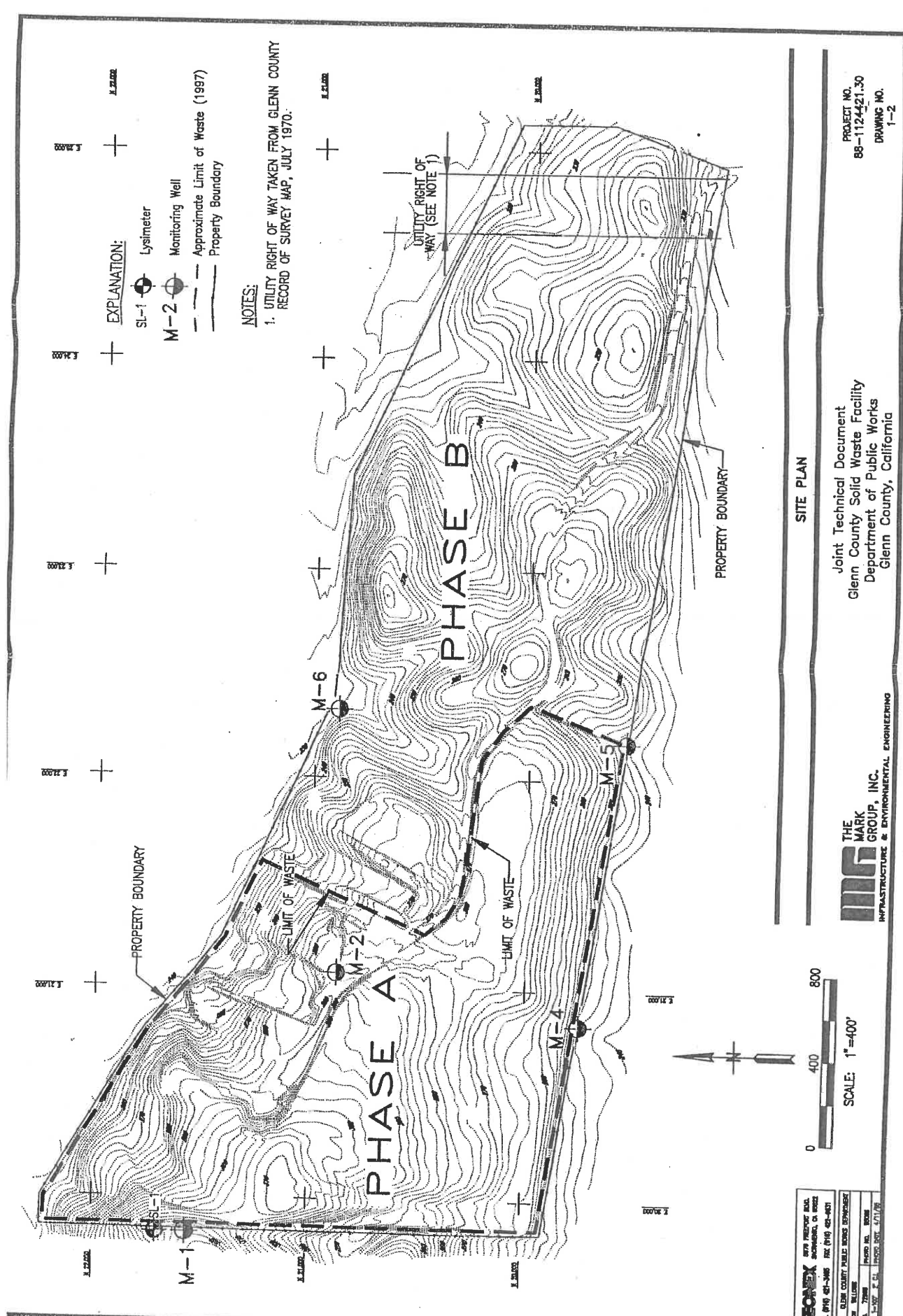
* Tipping fees are used for operational and regulatory compliance costs associated with the landfill. Parcel fees (\$35 per unit) fund operating costs for the Glenn County Public Works Department including planning, design, and implementation of countywide integrated waste management programs.

Table 5-1
Glenn County Disposal Capacity Maintenance Strategy

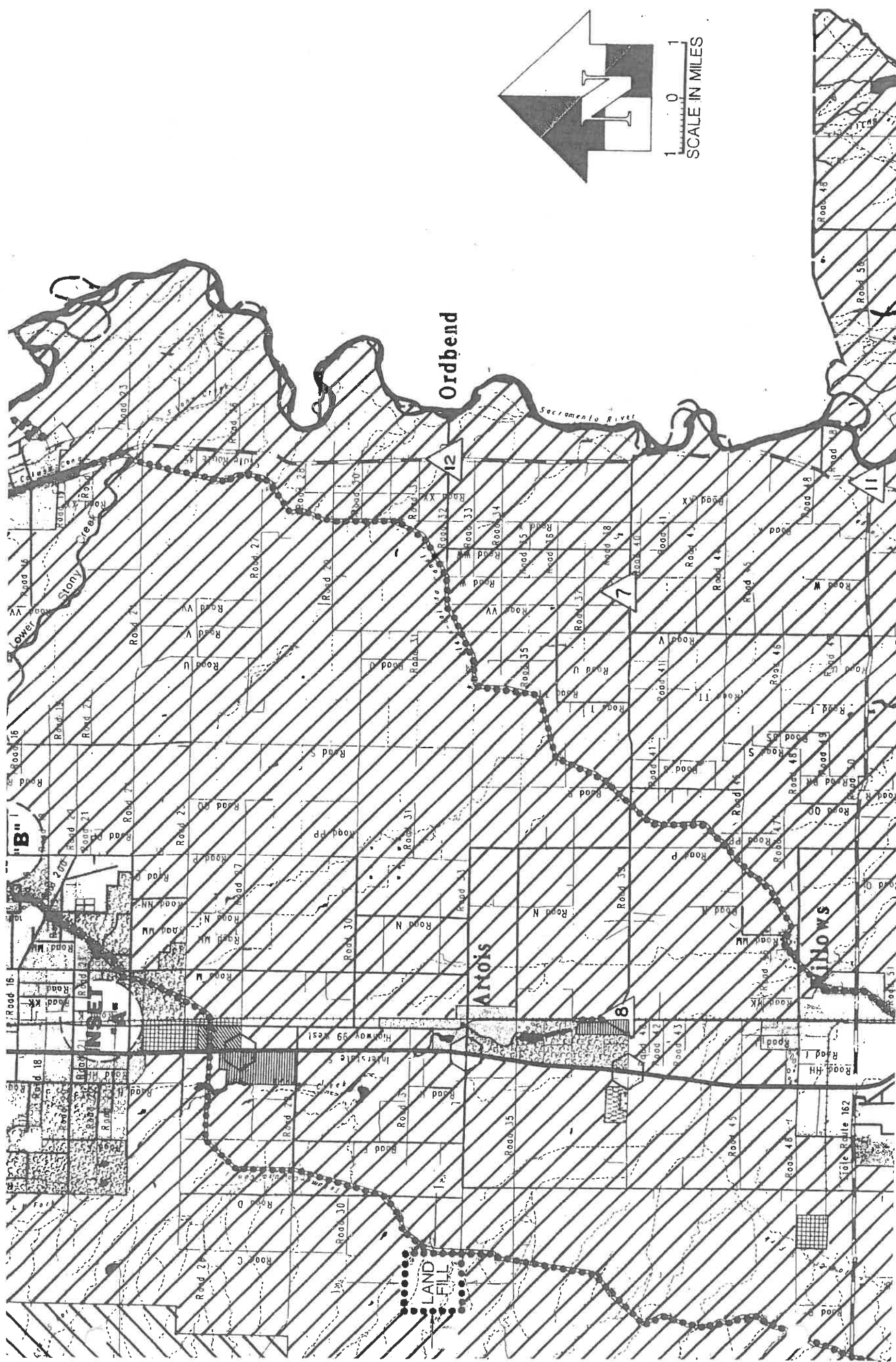
Program	Tasks	Responsible Party(ies)	Approximate Timing	Revenue Sources*
Potential Landfill Expansion	Explore feasibility of landfill expansion:	Glenn Co. Public Works	1996-1997	Parcel fees
	• Perform market assessment and economic feasibility of expansion.			
	• Perform engineering analysis	↓	1996-1997	Parcel fees
	• If positive, develop site expansion plan and seek Board of Supervisors approval	↓	1996-1997	Parcel fees
	• Pursue disposal agreements; obtain financing	↓	Timing for remaining tasks is dependent on expansion plan results	N/A
	• Permits revision, CEQA compliance.	↓		Parcel fees
	• Construct site expansion	↓		To be determined
	• Initiate expanded operations.	↓		Tipping fees
Dialogue for Regional Solutions	Conduct regular information exchange among solid waste managers of Butte, Tehama, Colusa and other interested counties in discussions for potential regional programs/facilities.	Regional solid waste managers	Ongoing	N/A
	Involvement of the local task force for regionalization discussions, as necessary.	LTF	Ongoing	N/A

Table 5-1
Glenn County Disposal Capacity Maintenance Strategy

Program	Tasks	Responsible Party(ies)	Approximate Timing	Revenue Sources*
Consideration of Expanded Waste Reduction	Prepare annual report to assess diversion programs for maximum feasible diversion opportunities.	Glenn Co. Public Works/contract service providers	August 1997 and annually thereafter	Parcel fee
	Monitor disposal capacity needs.	Glenn Co. Public Works	Annually	Parcel fee
	Implement additional/expanded programs, as necessary.	Glenn Co. Public Works/contract service providers	As necessary to reach goals	Parcel fee/ collection rates



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LANSING, MICHIGAN	
PERSON: J. C. [unreadable]	PROJECT NO. 88-1124421.30
DATE: 08/17/97	DRAWING NO. 1-2



Ordbend

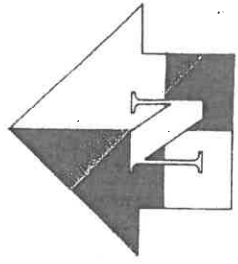
Sacramento River

Stony Creek

LAND FILL

ARROYO

CINOWS



1
0
1
SCALE IN MILES

APPENDIX B
RESPONSES TO COMMENTS ON THE PRELIMINARY DRAFT SITING ELEMENT

All written comments received on the preliminary draft Siting Element are included herein. Responses to those comments for this final Siting Element are summarized following each comment submittal.

The CA Integrated Waste Management Board was the only party that submitted written comments on the draft Siting Element.



California
Environmental
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Agency

Integrated
Waste
Management
Board

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To Kirk Jarvie	From Al White for Heidi
Co. BVA	Co.
Dept.	Phone #
Fax # 786-2438	Fax #



Pete Wilson
Governor

October 1998

Scott Rolls, Engineer
County of Glenn Public Works Department
777 North Colusa Street
Willows, CA 95988-2298

Re: Board Review and Comments on the Preliminary Draft
Glenn County Siting Element

Dear Mr. Rolls:

The California Integrated Waste Management Board (Board) staff have reviewed the preliminary draft Glenn County Siting Element (CSE) for compliance with Chapter 9, Title 14 of the California Code of Regulations (CCR), Planning Guidelines and Procedures for Preparing and Revising Countywide Integrated Waste Management Plans (Guidelines). Attached to this letter are staff comments on the CSE. Please address these comments in the final CSE.

As a reminder, the California Environmental Quality Act (CEQA) document must be routed through the State Clearinghouse for distribution to responsible agencies, including the Board, for review and comment. When submitting the final drafts of the Summary Plan and CSE to the Board for consideration of approval, please be sure to include the Notice of Determination (NOD) filed with the County Clerk or State Clearinghouse, to ensure that your submittal is complete.

Board staff is available to assist you as you prepare your planning documents. If you have any questions related to the preliminary draft Countywide Siting Element, please call Heidi Sanborn of the Board's Office of Local Assistance at (916) 255-2317. If you have questions about the CEQA requirements, please call Yasmin Satter of the Board's Waste Characterization and Analysis Branch at (916) 255-2394.

Sincerely,

Lorraine Van Kekerix, Branch Manager
Office of Local Assistance

Attachments: Board staff comments on preliminary draft Glenn CSE



Recycled Paper

Review of the Preliminary Draft Glenn County Siting Element

Section 1 Introduction

① Because Glenn County jurisdictions are considering forming a Regional Agency, it is suggested that the Siting Element include a discussion of this possibility and how it may affect which entities are responsible for implementing various tasks listed in Table 1-2.

Section 3 Siting Criteria and Process

② Page 3-10: Under section 3.5, it states that to amend the Siting Element, approval is needed by the county and the city with the majority of the population. Although that is true, ultimately the California Integrated Waste Management Board (Board) must also approve any amendments to any of the county solid waste planning documents. Therefore, any amendments to the CSE must also be submitted to the Board for approval. Please include a statement to that affect in the final CSE.

Section 4 Existing Solid Waste Facilities

③ California Code of Regulations (CCR) section 18756.3 requires that reserved areas for expanded disposal facilities shall include verification that the expanded facility is located in areas where the land use is designated or authorized for disposal facilities and are consistent with the general plan. Verification can include a resolution, affidavit, or notarized statement from each applicable city and the county. Please include such verification in the final CSE.

Commenting Party/Agency:

Lorraine Van Kekerix, Manager, Office of Local Assistance
CA Integrated Waste Management Board

Comment No.	Response	Text Change
1.	Paragraph added accordingly.	Page 1-6 Page 5-3
2.	Statement added accordingly.	Page 3-10
3.	Statement of verification added as Appendix C with reference included in Section 4.2.5.	Appendix C



Glenn County

Resource, Planning and Development Department

125 South Murdock Avenue
Willows, California 95988

916-934-6540 (Willows)

916-865-1204 (Orland)

916-934-6542-Fax

John Benoit, Director

This is to certify that the Glenn County Board of Supervisors adopted the Glenn County General Plan on June 15, 1993 by Resolution No. 93-61 and that this General Plan shows the location of the Glenn County Landfill west of Artois. This land is planned for the use of the Landfill and this is shown on the Land Use Map for the County adopted by the Board of Supervisors.

John Benoit

John Benoit

Resource, Planning and Development Director

**SUMMARY PLAN OF THE GLENN
COUNTY INTEGRATED WASTE
MANAGEMENT PLAN**

**Final
March 1998**

Glenn County Department of Public Works



**SUMMARY PLAN OF THE GLENN
COUNTY INTEGRATED WASTE
MANAGEMENT PLAN**

**Final
March 1998**

Prepared for:

Glenn County Department of Public Works
777 North Colusa Street
Willows, CA 95988

Prepared by:

Brown, Vence & Associates, Inc.
198 Cirby Way, Suite 170
Roseville, CA 95678

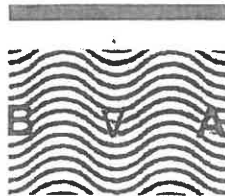


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Appendices

Appendix A: Response to Comments on the Preliminary Draft Summary Plan

SECTION 1 INTRODUCTION

1.1 PURPOSE AND SCOPE OF THE SUMMARY PLAN

The Glenn County Summary Plan has been prepared in accordance with, and as required by, Public Resources Code (PRC) Division 30, Part 2, Chapter 5, §41751 and the California Code of Regulations (CCR), Title 14, Division 7, Chapter 9, §18757 through §18758. Upon completion and local adoption, this Summary Plan will be incorporated into the Glenn County Integrated Waste Management Plan (CIWMP) and submitted to the California Integrated Waste Management Board (CIWMB) for final approval.

Glenn County is comprised of the cities of Orland and Willows and the unincorporated areas of Glenn County (County). Total County population is about 26,600 (1996). In 1972, the cities and County entered into a joint powers agreement (JPA) assigning the primary responsibility for waste management planning and implementation to the County. The multijurisdictional Source Reduction and Recycling Element (SRRE, 1992), Household Hazardous Waste Element (HHWE, 1992), and Nondisposal Facility Element (NDFE, 1994) have already been completed as elements of the CIWMP.

The Glenn County Summary Plan accomplishes the following four key tasks:

- Describes the goals, policies, and actions for coordinating countywide diversion, marketing, and waste management programs;
- Identifies the key local agencies involved in CIWMP administration and defines the local waste management environment;
- Summarizes selected SRRE, HHWE, NDFE, and materials marketing programs and identifies programs for countywide cooperation; and,
- Summarizes cost estimates and funding sources for countywide programs.

1.2 GOALS, POLICIES, AND ACTIONS

Glenn County developed solid waste management goals and objectives during the preparation of the County Solid Waste Management Plan (CoSWMP), 1984 Revision. These basic guidelines have been built upon to prepare a set of goals and policies specifically for integrated waste management in the County. The cities and County have concurred with the goals, policies, and actions described in Table 1-1 to provide overall direction to decision-makers in the establishment of a cooperative integrated waste management system. Specific goals, objectives, and detailed implementation schedules for source reduction, recycling, composting, and special waste programs are defined in those components of the multijurisdictional SRRE; specific goals and objectives for household hazardous waste (HHW) management are defined in the HHWE. Goals and objectives for the disposal of solid waste in the County are described in the Siting Element.

Table 1-1
Goals and Policies for the Glenn County Summary Plan

Goals	Policies	Program/Action	Timing
1. Provide convenient, sanitary, and environmentally sound integrated waste management programs and facilities to meet the residential, commercial, industrial and agricultural needs of the County.	A. Evaluation of new or expanded waste reduction, collection, and disposal programs for the County will include consideration for minimizing environmental impacts and maximizing public safety and convenience.	i) Perform alternatives evaluation in the SRRE and HHWE and future revisions as appropriate.	Completed 1992. Evaluation of new programs as necessary.
	B. All programs will be regularly monitored and evaluated for environmental impacts and public safety assurance.	ii) Execute SRRE monitoring and evaluation programs for waste diversion and HHW programs.	Annual reporting and evaluations per SRRE/HHWE.
	C. Provide for adequate CEQA review for all integrated waste management projects.	i) Complete CEQA review for SRRE/HHWE ii) Prepare adequate CEQA documentation for new/expanded projects as they are proposed.	Completed 1992. As projects are proposed.
2. The jurisdictions will continue and expand on the cooperative implementation of appropriate integrated waste management programs to ensure the most efficient and cost-effective programs for residents of Glenn County.	A. The countywide waste management system will continue to be coordinated through a Joint Powers Agreement (JPA) with Glenn County as the lead agency.	i) Cities and County enter into solid waste JPA. ii) Cities and County to pursue regional agency designation per PRC 40970.	Completed 1972. 1998
	B. New and expanded programs will continue to be evaluated for potential countywide application where efficiencies and cost-effectiveness are gained.	i) Coordinate with JPA member jurisdictions' staff for programs evaluation.	As new/expanded programs are proposed.
	C. The local task force will be used as an additional resource to identify opportunities for countywide programs development.	i) Ongoing task force meetings and communication with jurisdictions' staff.	Meetings held as necessary.

Table 1-1
Goals and Policies for the Glenn County Summary Plan

Goals	Policies	Program/Action	Timing
<p>3. The cities and County will seek to minimize the quantity of solid waste requiring disposal using the hierarchy of: (1) source reduction; (2) recycling and composting; (3) transformation; and (4) land disposal.</p>	<p>A. The countywide SRRE and future revisions will be structured, and programs selected, reflecting the waste management hierarchy.</p>	<p>i) SRRE local approval. ii) Implement short-term source reduction, recycling, and composting programs to achieve 5.7% addtl. diversion in Orland (16.8% total diversion); 9.7% addtl. diversion in Willows (15% total diversion); 8.8% addtl. diversion in the unincorporated County (15% total diversion).</p>	<p>Completed 1992 1991 - 1995</p>
<p>4. The County will create and support local market development programs to ensure outlets for materials recovered in Glenn County.</p>	<p>A. The County and cities will continue to participate in the Glenn County RMDZ program to promote the development of local businesses that can reuse recovered materials with a focus on paper products, glass, mixed plastics, rubber, and compost.</p>	<p>iii) Implement mid-term source reduction, recycling, and composting programs to achieve 44.2% addtl. diversion in Orland (55.3% total diversion); 44.5% addtl. diversion in Willows (49.8% total diversion); 43.8% addtl. diversion in the unincorp. County (50.0% total diversion).</p>	<p>1996 - 2000 and ongoing.</p>
<p>4. The County will create and support local market development programs to ensure outlets for materials recovered in Glenn County.</p>	<p>A. The County and cities will continue to participate in the Glenn County RMDZ program to promote the development of local businesses that can reuse recovered materials with a focus on paper products, glass, mixed plastics, rubber, and compost.</p>	<p>i) Designation of Glenn County RMDZ. ii) Provide management & technical assistance, financing network, and expedited permit processing to qualified business.</p>	<p>Completed 1992. Ongoing; as new businesses are identified/qualified</p>

a Short-term diversion rates reflect the approved petition for reduction in short-term waste diversion requirements granted to the cities and County. Percentages do not include excluded material types (e.g., ferrous metals and agricultural waste).

b Mid-term diversion rates do not include excluded material types (e.g., ferrous metals and agricultural wastes).

Table 1-1
Goals and Policies for the Glenn County Summary Plan

Goals	Policies	Program/Action	Timing
<p>5. All residents of the County will have reasonable access to programs for the safe and efficient management of household hazardous wastes (HHW). Where feasible, HHW materials will be reused or recycled and the remainder disposed of in an environmentally safe manner.</p>	<p>A. The cities and County will continue cooperation through joint implementation of countywide HHW programs, as appropriate.</p>	<p>i) Implement short-term HHW programs: collection day events, used oil & battery drop-off at the landfill; public education program.</p>	<p>1991 - 1995</p>
		<p>ii) Implement mid-term HHW program: regional facility evaluation.</p>	<p>1996 - 2000</p>
<p>6. The cities and County will continue to develop and maintain cooperative public education programs emphasizing solid waste reduction and proper management of household hazardous wastes.</p>	<p>B. HHW programs will emphasize reuse and recycling where feasible, and provide for disposal when necessary at permitted Class I facilities.</p>	<p>i) Monitor and evaluate HHW programs for efficiency and recycling opportunities.</p>	<p>Annual reporting and evaluations as described in HHWE.</p>
	<p>A. The cities and County will coordinate resources to educate residents on available source reduction, recycling, composting, special waste, and HHW programs.</p>	<p>i) Implement selected cooperative education programs: periodic newsletter, school curriculum, recycling & HHW brochures and mailers, seminars for local business, recycling awards program.</p>	<p>1991 - 1995 and ongoing.</p>
<p>B. The County will continue to seek local task force, local business, and citizen input in the evaluation, development, and management of new and expanded programs.</p>	<p>i) Conduct public meetings/hearings for CIWMP approval; conduct project public hearings per local approval processes and CEQA requirements.</p>	<p>i) Conduct public meetings/hearings for CIWMP approval; conduct project public hearings per local approval processes and CEQA requirements.</p>	<p>2nd qtr. 1998; as projects are proposed.</p>

Table 1-1
Goals and Policies for the Glenn County Summary Plan

Goals	Policies	Program/Action	Timing
7. Maintain an adequate and equitable system to fund the costs of new and expanded integrated waste management programs.	<p>A. As feasible, fund countywide integrated waste services through generator fees.</p> <p>B. Continue to evaluate alternative mechanisms for long-term funding.</p>	<p>i) Establish parcel fee based on waste generating units.</p> <p>ii) Evaluate landfill tipping fee structure to ensure sufficient cost recovery.</p> <p>i) Evaluate alternative mechanisms in SRRE and future revisions.</p>	<p>Established 1972, re-adopted 1997 per AB218</p> <p>Ongoing</p> <p>SRRE completed 1992. Revisions & future evaluation as necessary.</p>
8. Develop a framework and maintain a flexible approach to integrated waste management planning through regular review and revision of the countywide SRRE, HHWE, and NDFE.	<p>A. The cities and County will cooperate in regular monitoring and evaluation of SRRE and HHWE programs, and program modifications, as necessary.</p> <p>B. The cities and County will cooperate in the preparation of joint annual reports and reviews updating integrated waste management programs status and required program changes.</p> <p>C. As necessary, the cities and County will cooperate in the revision of the countywide SRRE, HHWE, and NDFE.</p>	<p>i) Execute SRRE and HHWE programs monitoring and evaluation.</p> <p>i) Prepare joint annual reports upon regional agency designation.</p> <p>i) Prepare countywide SRRE, HHWE, NDFE revisions.</p>	<p>Annual surveys, reports, and evaluations per SRRE/HHWE.</p> <p>August 1998 and annually.</p> <p>As indicated by annual reports and CIWMB biennial reviews.</p>

1.3 STRUCTURE OF THE SUMMARY PLAN

The Glenn County Summary Plan is structured according to the requirements of CCR, Title 14, §18757 *et seq.* and according to the needs of the County for a useful, long-range planning tool. Where appropriate, required information has been provided in a table format to facilitate review and understanding by the community and decision-makers. The document structure is summarized below.

<u>Section</u>	<u>Topics</u>	<u>CCR Title 14 Reference</u>
1. Introduction	Purpose/scope; goals, policies, actions	§18757.1
2. Glenn County Profile and Plan Administration	Physical and demographic description; responsible agencies for CIWMP	§18757.3
3. Current Solid Waste Management in Glenn County	Summary of waste collection and disposal; identification of facilities; market development strategies	§18757.5
4. Summary of SRRE, HHWE, and NDFE	SRRE, HHWE, NDFE summaries and coordinated programs	§18757.7
5. CIWMP Financing	Cost estimates; funding sources; allocations	§18758

SECTION 2
GLENN COUNTY PROFILE AND PLAN ADMINISTRATION

This section documents basic physical and demographic data for Glenn County and describes the responsible agencies and functions in the County for administration of the CIWMP. This section was compiled using data from several sources including California Department of Finance population and housing data, census data, and Glenn Economic Development Corporation information.

2.1 GLENN COUNTY PROFILE

Table 2-1 summarizes basic physical and demographic information for the County including topography, roadways, boundaries, climate, population, ethnicity, age, employment, housing and transportation.

Table 2-1
 Glenn County Profile

Physical Environment	
Topography	Glenn County is located in the northwestern end of the Sacramento Valley, approximately 80 miles north of the city of Sacramento. The eastern portion of the County is dominated by the alluvial floodplain of the Sacramento River. Land use is primarily agricultural. The western county is predominated by rolling foothills and the crest of the Coast Range (maximum elevation 7,450 feet). Land uses in the western county are primarily open space, grazing, and the Mendocino National Forest. Total land area is about 843,000 acres. Significant water bodies include Black Butte Lake and the Stoney Gorge Reservoir.
Major Roadways	Primary access to the County is provided by Interstate 5 running north-south on the east central area of the County. State Highway 45 also provides secondary north-south access through the eastern area of the County. State Highway 162 runs east-west through the southern central area of the County and State Highway 32 provides east-west access along the northern portion of the County. See Figure 2-1.
Jurisdictions	The unincorporated County covers about 1,320 square miles with a population of 14,600 or about 11 people per square mile. The City of Orland covers an area of approximately two square miles and is located in the northeastern portion of the County centered about the intersection of I-5 and State Highway 32. The City of Willows covers an area of approximately 1.6 square miles and is located in the east-central portion of the County centered about the intersection of I-5 and State Highway 162. See Figure 2-1.
Climate	The climate is characterized by hot dry summers and cool wet winters. Average temperatures range from 80°F in the summer to 45°F in the winter, with extreme highs up to 110°F in the summer to a low of 15°F in the winter. Mean annual rainfall is about 17 inches occurring primarily between October and May. Snow regularly falls at the highest elevations of the western County.

Table 2-1
Glenn County Profile

Demographics				
Population	<u>Jurisdiction</u>	Population (1990) ^a	Population (1996) ^b	Avg. Annual Growth
	Unincorporated Area	13,758	14,600	1.0%
	Orland	5,052	5,625	1.9%
	Willows	5,988	6,350	1.0%
	Total	24,798	26,575	1.2%
Ethnicity ^a	<u>Race</u>	<u>Countywide</u>		
	White	74.4%		
	Hispanic	20.0%		
	Asian/Pacific Islander	3.1%		
	Native American	1.8%		
	African American	0.5%		
	Other	0.2%		
Median Age ^a	32.6 years (countywide)			
Income ^c	Median Countywide Income (1990):		\$22,831	
Employment by Industry ^c	<u>Industry</u>	<u>Percentage</u>		
	Government	25%		
	Agriculture	22%		
	Manufacturing	19%		
	Retail Trade	12%		
	Services	9%		
	Construction/Mining	5%		
	Transportation/Utilities	4%		
	Wholesale Trade	3%		
	Finance/Insurance/Real Estate	2%		
Housing ^a	<u>Housing Units</u> (countywide)			
	Single-units:	6,663		
	Multi-units:			
	2-4	519		
	5-9	195		
	10+	489		
	Mobile, other	1,463		
Total	9,329			

^a 1990 Census of Population and Housing.

^b California Department of Finance, Report 96 E-1, January 1995.

^c Glenn Economic Development Corporation. Employment data are 1993 figures.

Table 2-1
Glenn County Profile

Demographics (continued)	
Seasonal Fluctuations	Glenn County experiences significant population fluctuation as a result of migrant farming practices. Some seasonal fluctuation also occurs as a result of seasonal recreational activities at area lakes, Mendocino National Forest, and Sacramento National Wildlife Refuge.
Transportation Patterns	<p>Primary transportation is the automobile. Public transportation is locally provided by Jimmy's Cab, a subsidized taxi service. Regional/interstate transportation is provided through commercial bus lines.</p> <p>Limited air service for light aircraft is available at the Orland-Haigh Airport (in Orland) and Glenn County Airport (in Willows). Regular commercial passenger service is available in Redding, Sacramento, and Chico.</p> <p>Railroad freight service is provided by California Northern Railroad running north-south through the County generally parallel to I-5. Amtrak passenger service is available in Sacramento and Chico.</p>

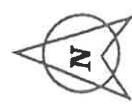
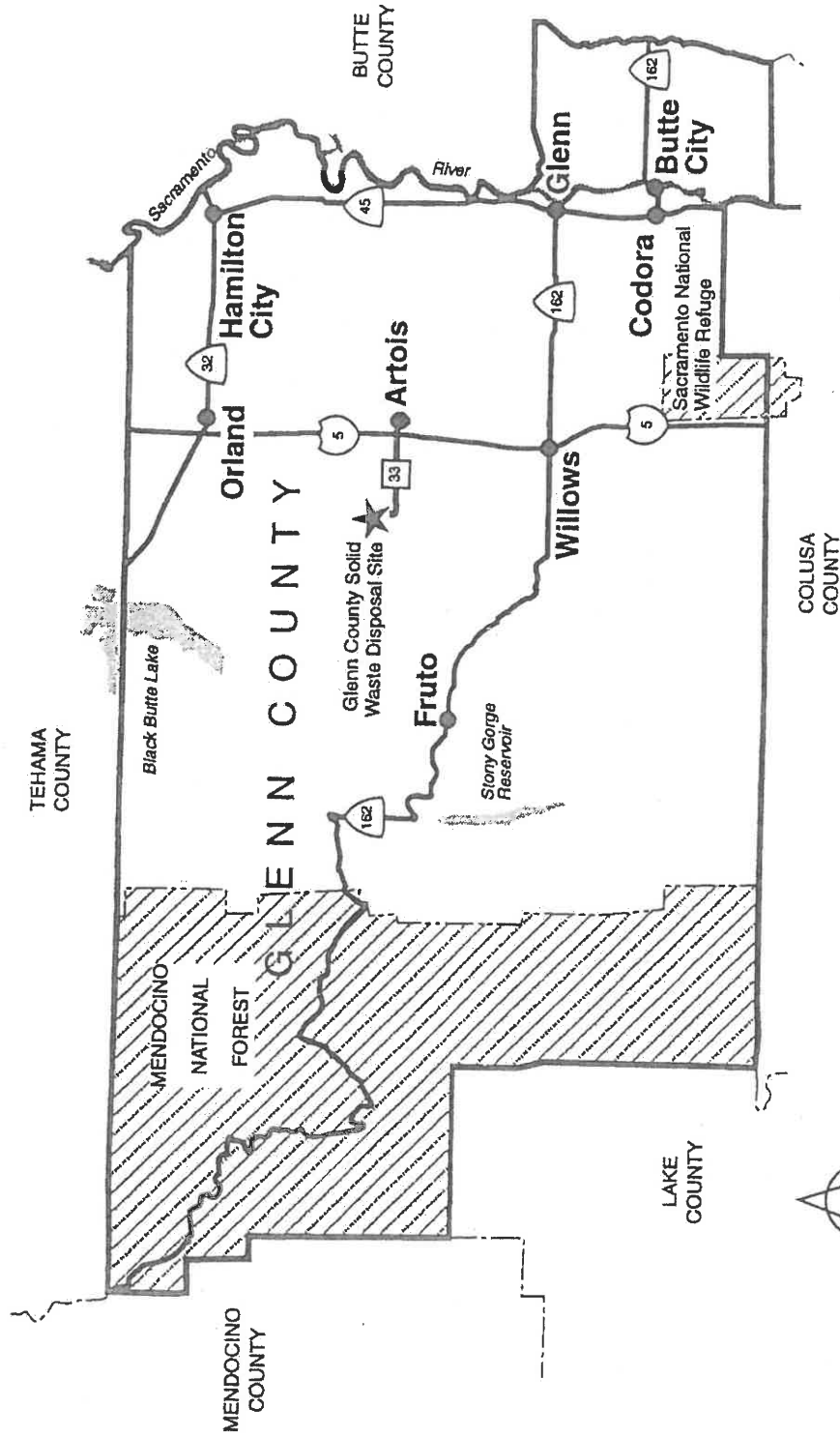
2.2 CIWMP ADMINISTRATION

Table 2-2 identifies the primary entities in Glenn County responsible for integrated waste management and their duties relating to public education, budgeting, implementation of solid waste management programs, and administration. It is also worth noting that the County and cities are working on a program for a countywide JPA (Glenn County Regional Solid Waste Agency) to assume centralized administration of AB 939 objectives and a joint reporting program.

Table 2-2
Plan Administration

Responsible Agency	Functions
Glenn County	
Glenn County Department of Public Works	Operation and management of County landfill; planning, implementation, and coordination of countywide SRRE/HHWE diversion programs and education programs; budgeting for countywide programs; Plan administration (including maintenance, coordination, and revision of plan-related documents).
Glenn County Economic Development Corp.	Administrates the Glenn County RMDZ program.
Glenn County Health Services Department	Local enforcement agency for solid waste facility permits issuance, compliance and inspections; administers solid waste collection ordinance.
City of Orland	
City Department of Public Works	Oversight and operation of the residential yard waste collection and processing program. Local coordinating body for SRRE and HHWE programs.
City of Willows	
City Department of Public Works	Oversight and operation of the residential yard waste collection and processing program. Local coordinating body for SRRE and HHWE programs

FIGURE 2-1
GLENN COUNTY SITE MAP



SECTION 3
CURRENT SOLID WASTE MANAGEMENT IN THE COUNTY

Pursuant to CCR, Title 14, §18757.5, the following description of the current regional solid waste management circumstances, conditions, methods, and practices is provided.

3.1 SOLID WASTE COLLECTION AND DISPOSAL

3.1.1 Service Areas

Table 3-1 summarizes the provision of solid waste collection, removal and disposal services for the jurisdictions of the County as of 1997. Collection services are regulated by permits issued by the Glenn County Health Services Department. Participation in collection services is not mandatory.

Table 3-1
Organization of Services

Service Area	Residential		Commercial/Industrial	
	Collection and Removal	Disposal	Collection and Removal	Disposal
Unincorporated Areas-East Co.	Permit: Glenn County Disposal* <i>USA Waste</i>	Glenn County Solid Waste Disposal Site	Permit: Glenn County Disposal*	Glenn County Solid Waste Disposal Site
Unincorporated Areas-West Co.	Permit: Stony Creek Garbage	↓	Permit: Stony Creek Garbage	↓
City of Orland	Permit: Glenn County Disposal*	↓	Permit: Glenn County Disposal*	↓
City of Willows	Permit: Glenn County Disposal*	↓	Permit: Glenn County Disposal*	↓

* A subsidiary of USA Waste, Inc.

3.1.2 Waste Quantities Collected

Table 3-2 lists the estimated quantities of waste collected (daily and annual) in each jurisdiction in 1990 and 1996. The 1990 data are derived from baseline solid waste generation data presented in the SRRE plus additional data provided by the Glenn County Public Works Department relating to the collection of certain inert wastes (e.g., concrete, asphalt, and fiberglass waste) in the base year. The 1996 data are derived from disposal survey reports from the Glenn County Solid Waste

Disposal Site for the calendar year. Figures do not include residentially or commercially self-hauled waste. Data were converted from tons to cubic yards using an average collection vehicle compaction density of 500 pounds per cubic yard.

Table 3-2
Quantities of Solid Waste Collected (1990 and 1996)

Jurisdiction	1990		1996	
	Daily	Annual*	Daily	Annual*
Unincorporated County	29 tons 116 c.y.	10,415 tons 41,660 c.y.	27 tons 108 c.y.	9,681 tons 38,724 c.y.
City of Orland	20 tons 80 c.y.	7,269 tons 29,076 c.y.	19 tons 76 c.y.	6,638 tons 26,552 c.y.
City of Willows	24 tons 96 c.y.	8,781 tons 35,124 c.y.	14 tons 56 c.y.	4,891 tons 19,564 c.y.
Total	73 tons 292 c.y.	26,465 tons 105,860 c.y.	60 tons 240 c.y.	21,210 tons 84,840 c.y.

* Based on collections 360 days per year.

3.1.3 Storage and Transport Needs

Table 3-3 summarizes the current storage and transport mechanisms for handling collected materials targeted for recovery and identifies anticipated storage and transport needs associated with selected diversion programs. Where programs have already been implemented since initial selection in the SRRE/HHWE, the implementation date is noted. Given the cooperative approach to SRRE development in the County, Table 3-3 addresses needs for all jurisdictions of Glenn County unless otherwise noted.

Table 3-3
Storage and Transport Needs for Collected Target Materials

Program	Current Storage and Transport	Storage and Transport Needs
Drop-off Center At Landfill	None as of base year. (Program implemented 1995/1996.)	Designated area and appropriately sized collection containers at landfill for used oil, filters, antifreeze, batteries, plastic, metal cans, newspaper, cardboard, glass, 3x-rinsed ag. containers, scrap metal; transport to processing center by service provider.
Curbside & Multi-unit Recyclables Collection	None as of base year. (Program implemented 1996 for single-family residences only.)	Curbside containers; collection vehicles matched to container types; intermediate materials processing capability; transport of processed materials to area markets. <i>start when bins are used</i>
Commercial Collection	Some separation and storage by generators for collection by hauler for recycling.	Sufficient storage space and suitable containers placed at targeted bar/restaurant accounts; transport to intermediate processing by hauler.
Yard Waste Collection and Composting	<u>Orland</u> : Seasonal collection of residential yard waste by mobile chipper; transfer by roll-off to local reuse sites. <u>Willows</u> : Seasonal collection of yard waste by city; transfer to local POTW for processing; reuse by residents.	Cities ongoing collection of yard waste; sufficiently sized centralized drop-off/storage facility & containers for cities and County use, vehicles for transfer to regional composting operation.
Bulky Material Salvaging at Landfill	None as of base year. (Scrap metal salvaging implemented in 1994.)	Sufficient storage space and suitable containers at landfill for stockpiling recovered tires, furniture, mattresses, etc., periodic transport by service provider to local reuse/recovery operations. <i>Reuse Facility</i>
C&D Debris Recovery Program	None as of base year. (Program implemented in 1997.)	Separate storage containers at project sites for source separation of wood and scrap metal; periodic collection by generator or service provider to reuse/recycling operations. <i>o/d</i>
HHW Collection Day Events	None as of base year. (Collection day events implemented 1996; permanent facility anticipated 1997-1998.)	Sufficiently sized sites for collection events; vendor provided collection containers; vendor transport to recycling or disposal facility.

3.1.4 Destination of Collected Waste

The vast majority solid waste collected by commercial haulers in Glenn County is delivered to the Glenn County Solid Waste Disposal Site. In 1997, the County commenced diversion of some C&D waste at the landfill from commercial haulers for recycling purposes.

3.2 PERMITTED SOLID WASTE FACILITIES

There is one permitted solid waste facility currently located in the County: the Glenn County Solid Waste Disposal Site, Solid Waste Facility Permit No. 11-AA-0001. The landfill is located at the terminus of County Road 33, approximately five miles west of the community of Artois. Figure 2-1 illustrates the location of the facility. A permit-exempt landfill, the Rehse Brothers Non-Hazardous Drilling Mud Disposal Site, is located near Orland. Glenn County Public Works is not aware of any permit-exempt solid waste diversion facilities located within Glenn County.

3.3 RECYCLABLE MATERIALS MARKET DEVELOPMENT

This section provides an overview of the County's recovered materials market development strategy including identification of agency roles in developing those markets.

3.3.1 Regional Market Development Strategies

Beyond the objective of meeting mandated diversion goals, an important element of Glenn County's recycling program is to return recovered materials to commerce. Although markets for some materials have experienced rapid growth in the past few years, the County recognizes that increasing supplies of materials recovered through new recycling programs throughout the state may exceed current demand without new market development activities on the local, state, and federal level. To ensure long-term success of the recycling programs outlined in the SRRE, the County has identified some material marketing strategies discussed below. The lead agency for executing these strategies is the Glenn County Department of Public Works. The Department will coordinate with, and be supported by; local recycling service providers; the City Councils and the Board of Supervisors as necessary; and the Glenn County Economic Development Corporation as the administering RMDZ body (see Section 3.3.2).

Developing Recycling Markets and Local End-Uses

At least in the short-term, existing markets may be flooded with an oversupply of diverted materials. Increased supplies will naturally lead to expansion of new and existing markets; however, a likely consequence of flooded markets could be depressed revenues from material sales, higher material transportation costs, and more stringent material specifications regarding contamination, density, and volume. Therefore, a locally based market development strategy that addresses these and other issues is a crucial aspect of Glenn County's integrated waste management program.

The overall approach of the market development strategy is to fully incorporate the use of recyclables into a broader community economic development planning process. This will be accomplished through the coordinated efforts of the Department and Glenn Economic Development Corporation staff to accomplish the following broad market development goals:

- Encourage local development and expansion of a diversity of manufacturing enterprises that use recycled materials as feedstock through the established Recycling Market Development Zone (RMDZ; see Section 3.3.2, below).
- Implement local government procurement policies that promote the purchase of products with recycled material content, more durable products, and bulk purchasing to reduce packaging. ✓
- Coordinate regional cooperation for recovery and marketing of recycled materials wherever possible.
- Through service providers, educational materials, and materials available through the CIWMB's Buy-Recycled Program, provide technical assistance to local businesses regarding purchasing recycled-content and durable materials.
- In coordination with service providers, maintain a marketing monitoring and evaluation program that regularly assesses any deficiencies in the marketing of locally recovered materials and seeks alternative markets/strategies as necessary.
- Identify and implement local government end-uses for compost products. Potential uses include landscaping material, erosion control, and roadside shoulders.
- Educate local businesses and residents on the availability and benefits of locally generated compost products and their correct use. Facilitate the exchange of information about compost use and its benefits. Farmers in the County are already very active in the use of compost materials and can serve as an information resource.

①

3.3.2 Recycling Market Development Zone Program

In 1992, Glenn County received designation from the California Integrated Waste Management Board for the development of the Glenn County Recycling Market Development Zone encompassing the entirety of the County. The RMDZ is locally administered by the Glenn County Economic Development Corporation. The goal of the RMDZ is to promote the development of local industries to make new products from recyclable materials diverted from landfills. The Glenn County RMDZ's primary focus is to attract small businesses which manufacture molded pulp packaging and dry-process paper products, high-value pressed or blown glass, mixed plastics, molded or extruded rubber products, and compost.

Qualifying businesses locating in the RMDZ are eligible for incentives such as management and technical assistance, a public financing network, assistance in locating necessary feedstock, project development, and expedited permit processing.

SECTION 4
SRRE, HHWE, AND NDFE SUMMARY

This section summarizes the waste diversion and management strategies identified in the Glenn County multijurisdictional SRRE, HHWE, and NDFE, including programs selected for countywide coordination.

4.1 SRRE PROGRAMS

The cities and County recognize that local programs implemented in conjunction with countywide programs will allow for more efficient and safe management of Glenn County's solid waste and will more effectively meet their diversion goals. Consistent with the Joint Powers Agreement among Orland, Willows and the County, the jurisdictions are taking a coordinated, countywide approach to implementing most source reduction, recycling, composting and special waste programs with the County as the lead agency. Table 4-1 summarizes the existing and selected SRRE programs to be implemented on a countywide basis. Programs specific to the County or cities only are noted where applicable. Program information was drawn from the final draft SRRE (1992), SRRE Addendum 1 (1994), and Addendum 2 (1996). Targeted material types and marketing strategy(ies) are listed where known or specified in the SRRE. Unless otherwise indicated, selected programs include the continuation of existing activities.

Table 4-1
Summary of SRRE Diversion Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
Source Reduction			
Regulatory Programs	<p>Selected: Review and modify cities and County procurement and contracting policies to encourage source reduction, recycling and market development.</p> <p>Identify and implement regulatory incentives to encourage the establishment and expansion of source reduction businesses.</p>	All waste types.	N/A – waste reduction.
Economic Incentives	<p>Selected: Establish mandatory collection service and variable can rates as an incentive for waste reduction.</p>	All waste types.	N/A – waste reduction.

Table 4-1
Summary of SRRE Diversion Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
Technical Assistance and Education	<p>Selected: Distribution of educational materials to residents on backyard composting, product repair and reuse, other source reduction activities.</p> <p>Distribution of educational materials to businesses on source reduction alternatives and method for data collection and monitoring waste reduction effectiveness.</p> <p>Develop annual awards program for businesses making special efforts to reduce waste generation.</p> <p>In conjunction with Glenn Economic Development Corp., provide public spaces and promotion for activities that promote source reduction and reuse/repair (e.g., swap meets, rummage sales).</p>	All waste types.	N/A – waste reduction.
Other Activities	<p>Existing – County: Used clothing donations to local church.</p> <p>Existing – Orland: Used clothing donations to local church; diversion of rotten oranges for cattle feed; organic waste reduction by city grocers.</p> <p>Existing – Willows: Clothing donations to local church; lawn clippings composting at area ranch; lawnmower repair service; organic waste diversion for livestock feed by city grocers; green waste reuse as mulch by city landscapers.</p>	<p>Textiles</p> <p>Textiles, food waste</p> <p>Textiles, yard waste, food waste, bulky waste</p>	<p>Local reuse.</p> <p>Local reuse.</p> <p>Local reuse.</p>
Recycling			
Residential Curbside Collection	Selected: Implement curbside recyclables collection through contract with hauler (implemented 1996).	Newspaper, PET, HDPE, glass containers, aluminum cans, steel/tin cans	Service provider marketed.

Table 4-1
Summary of SRRE Diversion Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
Multi-unit Collection	Selected: Implement multi-unit recyclables collection through contract with hauler.	Newspaper, PET, HDPE, glass containers, aluminum cans, steel/tin cans	Service provider marketed.
Drop-off/Buy-back	Existing – County: West Side Recycling, CA redemption center.	PET, redemption glass, aluminum cans, other metals	Service provider marketed.
	Existing – Orland: North Valley Services, CA redemption center.	Newspaper, cardboard, office paper, PET, HDPE, other plastic, redemption glass, aluminum cans, other metals	Service provider marketed.
	Local organization newspaper collection program.	Newspaper	Service provider marketed.
	Existing – Willows: One CA redemption center.	PET, redemption glass, aluminum cans	Service provider marketed.
	Local organization newspaper collection program.	Newspaper	Service provider marketed.
	Selected: Develop recyclables drop-off center at the landfill for use by self-haulers (implemented 1995/1996).	Newspaper, cardboard, PET, HDPE, glass bottles, aluminum cans, steel/tin cans, batteries used oil, antifreeze, 3x-rinsed ag. containers	Service provider marketed.

Table 4-1
Summary of SRRE Diversion Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
Commercial Collection	Selected: Implement source separated collection program targeting bars and restaurants through private hauler initiative.	Cardboard, glass bottles, aluminum cans	Service provider marketed.
Composting			
Yard Waste Collection	Existing – Orland: Seasonal collection of residential yard/wood waste for chipping.	Yard waste	Local reuse.
	Existing – Willows: Bi-weekly leaf collection in fall for composting at local POTW.	Yard waste	Local reuse.
	Selected: Expand cities' leaf collection program to County and encompass all seasons on pilot basis. Implementation entity to be determined.	Yard waste	Local reuse.
	Identify and implement central site for yard waste drop-off and transfer center. Implementation entity to be determined.	Yard waste	N/A
Regional Composting Facility	Selected: Develop regional yard waste composting facility in conjunction with cities to process self-haul and collected yard waste. Facility expansion to process agricultural waste and wood waste over medium-term. Implementation entity to be determined.	Yard waste, agricultural waste, wood waste	Local reuse.
Special Waste			
Tires	Existing – Orland: Diversion by local tire stores.	Tires	Service provider marketed for recapping, energy recovery, and manufacturing recycled products.
	Existing – Willows: Diversion by tire local stores.	Tires	
	Selected: Collection of tires at landfill for periodic contracted collection.	Tires	

Table 4-1
Summary of SRRE Diversion Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
C&D Recycling	Selected: Consider implementing source separation of wood waste and scrap metals at construction and demolition sites. (C&D recovery program implemented at landfill in 1997.)	Scrap metals, wood, wood waste, other construction & demolition debris	Direct marketed by generators or service providers.
Bulky Items	Selected: Implement program for salvaging of targeted bulky items at landfill. (Scrap metal program implemented at landfill in 1994.)	Furniture, mattresses, scrap metals	Service provider marketed.

Contingency measures identified in the final draft SRRE include:

Source Reduction: For programs not meeting objectives, prepare a report including: description of deficiencies; methods for improving efficiency; justified revisions to diversion goals for the program; recommendations for modifying the programs; increased public relations efforts.

Recycling: Increase public information and education efforts; evaluate market availability and potential move to other market sources; conduct public surveys to determine what would work according to the populace; pursue more restrictive ordinances to enforce recycling requirements.

Composting: None identified.

Special Wastes: Increase monitoring to monthly where necessary; targeted waste characterization and generation studies; Increased public education efforts; modify diversion objectives.

Education: Evaluate further funding sources; identify other groups and citizens willing to take part in the education effort; re-evaluate program objectives; review implementation steps for missed opportunities; review materials for effective communication techniques; increase efforts to involve groups, schools, and organizations in the informational effort.

4.2 HHWE PROGRAMS

Consistent with the JPA agreement among the cities and County, the jurisdictions chose to cooperate in the preparation of a multijurisdictional HHWE. They embraced this team approach to maximize efficiencies of program planning, development, and operation. The County is the designated lead agency for developing and implementing the countywide HHW management program. Table 4-2 summarizes the existing and selected HHW programs.

Table 4-2
Summary of HHWE Programs

SRRE Program	Program Description	Materials Targeted	Marketing Strategy
HHW Recycling Program	Existing: Motor oil collection by Chico Drain Oil or Evergreen Environmental Services to large generators in the County.	Used oil	Service provider marketed for reuse/Co. reuse in local projects.
	Auto battery recycling by local vendors & Glenn County Landfill.	Auto batteries	↓
	Solvent recycling by Manville Industries.	Solvents	↓
	Selected: One day collection events in each jurisdiction targeting recyclable HHW (events commenced in 1996) . Held in conjunction with HHW "round-ups" prior to regional facility development.	Used oil, antifreeze, latex paints, lead acid batteries	↓
Periodic Collection Day Events	Selected: Minimum one annual countywide "round-up" for all HHW types using contracted vendor (commenced 1996).	All HHW types.	Reuse of recyclable HHW; Class I disposal for other HHW.
Regional HHW Facility	Selected: Permanent facility under development. Anticipated to commence operation early 1998.	All HHW types.	Reuse of recyclable HHW; Class I disposal for other HHW.
Public Education & Information Program	Selected: Annual countywide distribution of pamphlets on HHW reduction and proper management. Periodic public service announcements and press releases to media on HHW management topics. Development of posters and school curricula for HHW awareness.	All HHW types.	N/A – education programs.

Contingency measures identified in the final draft HHWE include: evaluation of the education and public participation campaign; redirection of efforts at generator sources; and evaluation of cooperative effort with neighboring counties.

4.3 NONDISPOSAL FACILITY ELEMENT

The multijurisdictional Nondisposal Facility Element (NDFE) identifies one proposed nondisposal facility for the combined jurisdictions in the medium-term planning period. The facility is a regional composting facility that will manufacture a commercially marketable compost product through the co-composting of green and wood waste, treated sewage sludge, and selected agricultural wastes. The proposed technology is aerobic static piles in an enclosed building. The proposed location is unincorporated Glenn County between Orland and Willows. Total anticipated throughput is 500 tons per day. Participating jurisdictions will include the cities of Orland and Willows, the unincorporated County, and potentially, jurisdictions from neighboring counties.

4.4 PROGRAM COORDINATION

Through the JPA, Orland, Willows, and the County have already selected and continue to work towards a countywide, coordinated approach to meet source reduction, recycling, composting, and HHW management goals with the intent of maximizing efficiencies of facility and program planning, development, and operation. Programs planned for countywide implementation are identified in Tables 4-1 and 4-2. Implementation schedules for these programs and facilities are illustrated in the Source Reduction (Section 3), Recycling (Section 4), Composting (Section 5), and Special Waste (Section 6) Components of the multijurisdictional SRRE and Section 7 of the multijurisdictional HHWE. As the lead agency, the County will periodically update these schedules and monitor coordinated programs development through the annual report process and periodic SRRE and HHWE revisions, as necessary.

It should be noted that the jurisdictions of Glenn County are considering formation of a Regional Agency for the purposes of AB 939 compliance. This action could affect which entities are responsible for implementing certain programs.

SECTION 5
CIWMP FINANCING

The identification and development of adequate financing mechanisms is important to the successful implementation of the Glenn County Integrated Waste Management Plan (CIWMP). This section provides planning level cost estimates for the countywide programs identified in Section 4, a description of the funding sources, and allocation of costs and revenues.

5.1 SUMMARY OF COST ESTIMATES FOR COUNTYWIDE PROGRAMS

Table 5-1 identifies key programs for countywide coordination, the estimated costs of each program, and the anticipated revenue source(s). Costs are drawn from the multijurisdictional SRRE and HHWE unless otherwise indicated. In support of these programs, the multijurisdictional SRRE identifies an additional public information and education program cost of about \$6,700 per year.

Table 5-1
Countywide Program Costs

Selected Countywide Programs	Estimated Cost	Anticipated Revenue Source(s)
Source Reduction		
Government Procurement Policies ^a	Start-up: \$3,600 Annual: \$1,200	Parcel fees
Variable Can Rates ^b	Start-up: \$2,500 Annual: none anticipated	Parcel fees for local government cost
Technical Assistance & Public Awareness ^c	Start-up: \$7,200 Annual: \$8,000 - \$10,000	Parcel fees
Recycling		
Drop-off at Landfill ^d	Start-up: \$13,000	Landfill tipping fees and CIWMB grant
Expanded Commercial Collection Program ^e	Start-up: \$33,000 Annual: \$18,000	Collection fees
Curbside Collection Program ^f	Start-up: \$45,000 Annual: \$24,000	Collection fee adjustment
Multi-Unit Pilot Program ^g	Start-up: \$16,900 Annual: \$14,400	Collection fee adjustment
Composting		
Yard Waste Drop-off Site ^h	Start-up: \$16,000 - \$20,000 Annual: \$30,000 - \$50,000	Parcel fees or collection fees
Regional Yard Waste Composting Facility ⁱ	Start-up: \$450,000 - \$700,000 Annual: \$100,000 - \$150,000	Facility tipping fees

Table 5-1
Countywide Program Costs

Selected Countywide Programs	Estimated Cost	Anticipated Revenue Source(s)
Special Waste		
C&D Program ^l	Start-up: \$14,400 Annual: \$21,600	Collection fees
Bulky Items Program	No cost identified.	Landfill tipping fees
Used Tires Program ^k	Start-up: \$21,000 Annual: \$6,000 - \$8,000	Local recycler financed
Household Hazardous Waste		
Collection Day Events ^l	Annual: \$65,000 - \$80,000	Parcel fee and grants
Permanent HHW Facility ^m	Start-up: \$250,000 Annual: \$25,000 - \$45,000	CIWMB grant and parcel fee
HHW Education Program ⁿ	Start-up: \$17,000 - \$20,000 Annual: None identified.	Parcel fee

- a Includes administrative staff time for drafting procurement and contracting policies, informing vendors and employees, and ongoing monitoring.
- b Since preparation of the SRRE, the County has deemed variable can rates to be unfeasible at this time for Glenn County and will not be pursued.
- c Start-up cost is for labor and initial materials development and organization of business awards program. Annual cost includes materials updating, ongoing distribution and program monitoring.
- d Actual cost for program start-up in 1996. Minimal annual cost anticipated for ongoing program monitoring and evaluation.
- e Start-up cost for truck and roll-off bins; annual cost is for promotion and ongoing operation.
- f Cost includes collection equipment, program promotion and ongoing operation. Program implemented in 1996 by hauler.
- g Cost includes equipment, program promotion and ongoing operations at the pilot level.
- h Cost is for initial equipment, publicity, and ongoing private sector operation. Cost does not include an estimated \$25 to \$30 per ton cost for residential yard waste collection.
- i Cost assumes a static pile technology.
- j Annual cost includes ongoing collection of roll-off bins.
- k Start-up cost was actual cost for 1994. Annual cost includes periodic servicing of tire bins by vendor.
- l Annual cost assumes one collection day event annually for recyclable and other HHW types.
- m Start-up cost is County estimate; construction to begin Fall of 1997. Annual cost includes labor and materials disposal cost.
- n Start-up cost includes educational materials and staff for materials development.

5.2 ALLOCATION OF COSTS AND REVENUES

The primary source of funding for countywide programs is the County parcel fee. ^{tipping fee} The parcel fee is levied throughout the JPA area. The fee takes in approximately \$40,000 annually. Collected fees are the primary source of operating funds for the County Public Works Department, the lead agency for SRRE and HHWE programs implementation. Under the parcel fee, program costs are allocated between the jurisdictions based on the number of waste generating dwelling and commercial units in each jurisdiction. Any revenues from activities funded by the parcel fee would be used to offset the costs of the activities, therefore, revenues would also be allocated based on the number of waste generating units in each jurisdiction.

A second source of funding for certain programs is tipping fees paid by the users of facility-oriented programs (e.g., landfill and proposed composting facility). Landfill tipping fees are currently paid into the County's Solid Waste Fund and used to operate the landfill and related solid waste programs. By using tipping fees, each jurisdiction is allocated a cost based on the amount of waste each delivers to the facilities. Revenues from these operations would be used to offset the costs of the operations, therefore, revenues would also be allocated based on waste delivery by each jurisdiction.

A third significant source of funding is solid waste collection fees collected by the hauler. The County only operates the landfill and collects tipping fees at the gate in addition to the parcel fees. Curbside collections and expanded commercial collections are the province of the hauler. Therefore, the curbside recyclables collection program and expanded commercial collections program would be funded through the hauler's collection fees. As such, each jurisdiction would be allocated a cost based on the number of collection accounts participating within the community. Revenues from these operations (e.g., curbside recycling) would be used to offset curbside collection costs thereby allocating revenues back among the collection accounts in each jurisdiction.

Possible alternative funding sources for these countywide programs are discussed in the Funding Component of the multijurisdictional SRRE and include establishing mandatory collection with a diversion program surcharge; establishing a franchise fee; rate structure modification at the landfill to more accurately reflect true disposal costs for certain items; increases in the parcel fee; General Fund appropriations; and use of general obligation or revenue bonds. These alternative sources will be considered should existing funding mechanisms prove unable to adequately support necessary waste reduction, recycling, composting and other selected management programs. State and federal grants will also be sought as appropriate and available to help offset programs' costs.

APPENDIX A:

RESPONSE TO COMMENTS ON THE PRELIMINARY DRAFT
SUMMARY PLAN

APPENDIX A
RESPONSES TO COMMENTS ON THE PRELIMINARY DRAFT SUMMARY PLAN

All written comments received on the preliminary draft Summary Plan are included herein. Responses to those comments for this final Summary Plan are summarized following each comment submittal. The CA Integrated Waste Management Board was the only party that submitted written comments on the draft Summary Plan.



Cal/EPA

California
Environmental
Protection
Agency

Integrated
Waste
Management
Board

3800 Cal Center Drive
Sacramento, CA 95826
(916) 355-2200
www.ciwmdb.ca.gov



Pete Wilson
Governor

Peter M. Roor
Secretary for
Environmental
Protection

February 6, 1998

RECEIVED FEB - 9 1998

Scott Rolls, Engineer
County of Glenn Public Works Department
777 North Colusa Street
Willows, CA 95988-2298

Re: Board Review and Comments on the Preliminary
Draft Glenn County Summary Plan

Dear Mr. Rolls:

The California Integrated Waste Management Board (Board) staff have reviewed the preliminary draft Glenn County Summary Plan (Plan) for compliance with Chapter 9, Title 14 of the California Code of Regulations (CCR), Planning Guidelines and Procedures for Preparing and Revising Countywide Integrated Waste Management Plans. Attached to this letter are staff comments on the preliminary Plan. Please address these comments in the final Plan.

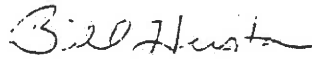
As a reminder, the Plan and Siting Element (SE) will require environmental review, as specified in the California Environmental Quality Act (CEQA). Board regulations require preparation of a Negative Declaration or Environmental Impact Report and subsequent filing of a Notice of Determination (NOD) [14 CCR 18784 (a)(6)]. The CEQA document must be routed through the State Clearinghouse for distribution to responsible agencies, including the Board, for review and comment. When submitting the final drafts of the Plan and SE to the Board for consideration of approval, please be sure to include the NOD filed with the County Clerk or State Clearinghouse, to ensure that your submittal is complete.

Please be aware that all Source Reduction and Recycling Elements, Household Hazardous Waste Elements, and Nondisposal Facility Elements, and the SE for the County and each city within the County are all due to the Board when the final Plan is submitted.

Mr. Scott Rolls
February 6, 1998
Page 2

Board staff is available to assist you as you finalize your planning documents. If you have any questions related to the preliminary draft Plan, please call Heidi Sanborn of the Board's Office of Local Assistance at (916) 255-2317. If you have questions about the CEQA requirements, please call Yasmin Satter of the Board's Waste Characterization and Analysis Branch at (916) 255-2394.

Sincerely,



Bill Huston, Senior
Office of Local Assistance

Attachment: Board staff comments on Glenn's preliminary draft Plan

cc: Kirk Jarvie, Brown, Vance and Associates

ATTACHMENT NO. 1

GLENN COUNTY
PRELIMINARY DRAFT SUMMARY PLAN COMMENTS

SUMMARY OF GOALS, POLICIES, AND OBJECTIVES (CCR 18757.1)

Contents substantially comply with regulatory requirements.

AGENCY PROFILE AND PLAN ADMINISTRATION (CCR 18757.3)

- ① In Table 2-1 under City Boundaries, it is suggested that you change the title to Jurisdictional Characteristics and add some pertinent information about the county such as square miles and boundaries. Also, under "seasonal fluctuations" there is no information on how much fluctuation in population there is and during what times of the year. Please include that information in the final draft.
- ②

DESCRIPTION OF CURRENT SOLID WASTE MANAGEMENT PRACTICES (CCR 18757.5)

- ③ In Table 3-2, please make sure the 1995 data is included in the final draft.
- ④ CCR section 18757.5(c) requires a description of waste diversion facilities located countywide that are exempt or have received an exclusion from obtaining a solid waste facilities permit. Please address this issue in the final draft and list and describe all facilities that fall under this category.

SUMMARY OF SRREs, HHWEs, AND NDFEs (CCR 18757.7)

- ⑤ CCR sections 18757.7 (a)(2) and (b)(1) require that all planned contingency programs and measures be listed for the SRRE and HHWE. Please include this information in the final draft.

COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN FINANCING (CCR 18758)

- ⑥ Contents substantially comply with regulatory requirements. However, it is recommended that for each year of the medium term planning period, the total cost of program implementation and projected revenues be calculated and compared to ensure enough funding to implement selected programs on-schedule.

This concludes Board staff's discussion on your preliminary draft SP. Board staff look forward to working with you on your final SP.

Commenting Party/Agency:

Bill Huston, Office of Local Assistance
CA Integrated Waste Management Board

Comment No.	Response	Text Change
1.	Title changed and additional County information added including population, square miles, and population density.	Table 2-1
2.	Data regarding seasonal population fluctuations as a result of migrant farming practices and other sources were researched through the Glenn Economic Development Corporation, CA Department of Finance, Center for Economic Development (Chico State), and the US Department of Labor. None of these sources were able to provide quantifiable seasonal population fluctuation data specifically for Glenn County.	No change.
3.	The most current (1996) waste collection data are now included in Table 3-2.	Table 3-2
4.	Glenn County Public Works is not aware of any permit-exempt waste diversion facilities located within the County. Comment added to Section 3.2	Section 3.2
5.	Contingency measures, as identified in the original SRRE and HHWE documents, have been added.	Sections 4.1 and 4.2
6.	Comment noted. The County currently takes in approximately \$1 million annually from tipping fee, parcel fee and other miscellaneous revenue sources to support the countywide solid waste program and landfill. This revenue stream, in conjunction with grants, is currently sufficient for the implementation of selected SRRE and HHWE programs.	No change

SECTION 3 - SOLID WASTE SERVICES

D. Contamination; Overage; Overweight.

1. Contamination. Franchisee is not obligated to collect Recyclable Materials or Compostable Materials Containers which are Contaminated.
 - a. If Franchisee elects to not collect a contaminated Container, it shall notify the customer explaining why. Such notice may be provided by Container tag, email or other means of communication.
 - b. If Franchisee elects to collect a contaminated container, and it has previously sent the customer at least two contamination warning notices, Franchisee may charge the customer a Contamination Fee set forth in Attachment 8; provided, however, Franchisee must have photographic evidence of the contamination (which will be provided to the customer upon request). The Contamination Fee may be included on the customer's regular invoice or billed separately. Franchisee may dispose of the contents of a contaminated container it elects to collect.
 - c. If there have been more than three instances of a contaminated container in any 12month period, and Franchisee has photographic evidence of each instance, Franchisee may (i) discontinue such service and remove the container, (ii) deliver additional or larger Solid Waste container(s), and (iii) charge the customer the applicable rate for the additional or larger Solid Waste container(s) described in Attachment 8. After one year, the customer may petition Franchisee to reinstate such service, in which case they must pay any activation and cart or bin redelivery fees set forth in Attachment 8.
2. Overage. Franchisee is not obligated to collect Overage, unless caused by Franchisee spillage of non-overloaded containers during collection.
 - a. "Overage" is defined as (i) Solid Waste, Compostable Materials or Recyclable Materials exceeding its container's intended capacity such that the lid is lifted by at least four (4) inches (or would be lifted by at least four inches if there was a lid), or (ii) Solid Waste, Compostable Materials or Recyclable Materials placed on top of or in the immediate vicinity of the container.

- b. If Franchisee elects to collect Overage, it may charge the customer the Overage Rate set forth in Attachment 8; provided, however, Franchisee must have photographic evidence of the Overage (which will be provided to the customer upon request) and Franchisee must have previously sent the customer at least two Overage warning notices.
- c. If there have been more than two instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Compostable Materials or Recyclable Materials), and Franchisee has photographic evidence of each instance, Franchisee may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such customer according to the increased service level.

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Commercial Contamination and Overages: 8/2022 - 8/2023

Co Code	City
336	Orland
337	Glenn
338	Willows

Co Code	Account Number	Service Name	Charge Tickets	# of containers	frequency of pickup per wk	rate of notifications
338	338-0017580	PAMA MANAGEMENT 0961	82	8	5	4%
337	337-0021450	AMAZON - WTH1	35	3	5	4%
338	338-0018487	HPD WILLOWS II LT	21	3	2	7%
337	337-0017177	WILLOWS MHC AND RV PARK LLC	20	47	1	1%
337	337-0020722	HAMILTON CITY MHC	16	4	2	4%
337	337-0000323	HAMILTON UNION HIGH SCHOOL	13	7	1	4%
337	337-0000416	SHOT OVER INN	12	4	1	6%
338	338-0016450	CIRCLE K STORE 1089	12	3	1	8%
337	337-0020212	NUTRIEN AG SOLUTION	11	3	1	7%
338	338-0000102	BURGER KING-WILLOWS	11	2	3	4%
336	336-0018979	NMSO INC.	11	2	2	5%
338	338-0000088	WILUSD MURDOCK ELEMENTARY SCHOOL	11	3	5	1%
336	336-0003881	PARKVIEW APTS	10	3	2	3%
338	338-0017627	CHEVRON STATIONS	10	2	3	3%
338	338-0018645	ALMOND BLOSSOM PROPERTY	9	3	5	1%
336	336-0000414	SHASTA GARDEN APTS	9	2	3	3%
338	338-0010814	TITUS PROPERTY MGMT	9	3	5	1%
336	336-0019325	STARBUCKS 26877	9	1	5	3%
336	336-0019479	WRAP IT UP WHOLESALE	8	1	5	3%
337	337-0019439	ORLAND OAKS MOBILE HOME PARK	8	4	3	1%
336	336-0000480	R AND R SALES	8	1	2	8%
337	337-0018978	QUEZADA MANUEL	7	1	5	3%
336	336-0014930	DUTCH BROS	7	2	3	2%

7.3

Residential Contamination and Overages: 8/2022 - 8/2023

Co Code	City
336	Orland
337	Glenn
338	Willows

Co Code	Account Number	Service Name	Charge Tickets	# of containers	frequency of pickup per wk	rate of notifications
337	337-0020050	SANCHEZ MARIA	11	2	1.5	7%
338	338-0016040	GRILL JERMAINE	9	3	2	3%
337	337-0013767	RANGEL EDITH	8	2	1.5	5%
337	337-0021121	KOREA MISTY	7	2	1.5	4%
336	336-0018091	NETHINGTON JERRY	5	2	1.5	3%
338	338-0016864	KESSLER KYLA	4	2	1.5	3%
336	336-0019281	HAWKINSON ROY	4	3	2.5	1%
338	338-0017747	PERSKY TANYA	4	2	1.5	3%
338	338-0018256	MOJICH MARIA	4	3	2.5	1%
338	338-0018673	ALMOND BLOSSOM PROPERTIES	3	8	5	1%
336	336-0018282	DIAZ ROSA	3	3	2.5	1%
336	336-0019131	CHAVEZ FLORES CESAR ALEJANDRO	3	2	1.5	2%
337	337-0019670	CALDERON ALANA	3	2	1.5	2%
338	338-0018452	LEMON ROBERT	3	3	2.5	1%



FALL 2023

DUMP THE PLASTIC BAG

Never place plastic bags in your recycling cart, even if that bag is filled with recyclable materials.

Plastic bags are not recyclable through a curbside collection recycling system. The bags frequently get tangled into our sorting machinery causing costly delays that could result in more expensive costs for recycling.

If you collect recyclables in a plastic bag, like a trash bag, please remember to dump recyclable material out into your recycling container and then place the plastic bag in the trash. Or, check with your local grocery story or big box retailer to see if they collect plastic bags for recycling.

Visit wm.com/recyclerright for more information on how you can ensure you are recycling right. Thank you!



SERVICE UPDATE: HOLIDAY REMINDER THANKSGIVING DAY NOVEMBER 23, 2023

WM will not be open on Thanksgiving Day. Curbside collections on Thursday, Nov. 23 and Friday, Nov. 24 will be delayed one day. Thursday's routes will be collected Friday and Friday's routes will be collected Saturday. Please have your carts out by 6 a.m.

Thank you!

WM Customer Service:
866-825-7190
cssacramento@wm.com

GET NOTIFIED QUICKLY

Edit your contact information here.

Notifications

Service & Order Updates

Container deliveries, upcoming pickups, successful service and one-time requests.

Smart Truck™ Insights

Alerts about incorrectly filled containers and any related charges.

Service Exceptions

We stopped by but weren't able to complete your delivery or service.

Service Reschedules

Your service is delayed or rescheduled due to holidays, weather or reroutes.

Payment Reminders

Get a reminder before your bill is due if you're not enrolled in AutoPay/Paperless Billing.

WM News & Offers

Tips on getting started and recycling right, plus news, promos and events.

Email

Text*

Did you know you can be notified via email, text or a phone call about service issues and be reminded about holiday schedules and bill payment?

It's easy to make sure you receive these notifications from WM.

Just visit wm.com/mypreferences, log into or create an online account and then set your notification preferences.

Creating an account online and opting in for notifications will help make sure you'll always in the loop about service delays due to weather, emergencies and/or driver shortages.

Sign up today and opt in!

Remember to Recycle Right



Recycle only empty/dry bottles, cans, paper and cardboard



Keep recyclables loose
No plastic bags



Keep food and liquid out of recycling



OTOÑO 2023

DESHÁGASE DE LAS BOLSAS PLÁSTICAS

NUNCA arroje bolsas plásticas a su bote de reciclables, incluso si están llenas de materiales reciclables.

Las bolsas plásticas no son reciclables a través del sistema de reciclaje de recojo en banqueta. Las bolsas frecuentemente se enredan en nuestras máquinas de clasificación, causando costosos retrasos que pueden generar más gastos en reciclaje.

Si usted recolecta reciclables en una bolsa plástica, como una bolsa de basura, recuerde primero arrojar los materiales reciclables a su bote de reciclables y luego arrojar la bolsa plástica a la basura. También puede consultar con su supermercado local o mega-tienda para ver si allí se recolectan bolsas plásticas para su reciclaje.

Visite wm.com/recyclerright para más información sobre cómo puede asegurarse de reciclar bien. ¡Gracias!



**AVISO DE SERVICIO:
FERIADO DÍA DE
ACCIÓN DE GRACIAS
23 DE NOVIEMBRE DEL 2023**

WM no brindará servicio el Día de Acción de Gracias. Los recojos de los días jueves 23 y viernes 24 de noviembre se retrasarán un día. Las rutas del jueves serán atendidas el viernes, y las del viernes el sábado. Saque sus botes a más tardar las 6:00 AM.

¡Gracias!

**Servicio al cliente de WM:
866-825-7190
cssacramento@wm.com**

RECIBA NOTIFICACIONES RÁPIDAMENTE

Edit your contact information here.

Notifications

Service & Order Updates

Container deliveries, upcoming pickups, successful service and one-time requests.

Smart Truck™ Insights

Alerts about incorrectly filled containers and any related charges.

Service Exceptions

We stopped by but weren't able to complete your delivery or service.

Service Reschedules

Your service is delayed or rescheduled due to holidays, weather or reroutes.

Payment Reminders

Get a reminder before your bill is due if you're not enrolled in AutoPay/Paperless Billing.

WM News & Offers

Tips on getting started and recycling right, plus news, promos and events.

Email

Text*

¿Sabía que puede recibir notificaciones vía e-mail, texto o teléfono acerca de alteraciones en nuestros servicios, y obtener recordatorios de recojos durante feriados y de pagos de cuentas?

Es fácil asegurarse de recibir estas notificaciones de WM.

Visite **wm.com/mypreferences**, ingrese a su cuenta o cree una, y luego configure sus preferencias de notificaciones.

Crear una cuenta en línea y optar por recibir notificaciones le ayudará a asegurarse de estar siempre informado acerca de retrasos en nuestros servicios debido a mal tiempo, emergencias y/o escasez de conductores.

¡Suscríbase hoy y empiece a recibir notificaciones!

Recuerde Reciclar Bien



Recicle únicamente botellas vacías o secas, latas, papel y cartón.



Mantenga los reciclables sueltos. No arroje bolsas plásticas.



No arroje alimentos ni líquidos al reciclaje.

Contract Report

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts that have been executed by the Board. A Contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. If the Department Head is authorized to execute a Contract, the department will monitor and maintain the official file of such Contracts. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.

1962			
Contract Number	Delineator	Trait	Fiscal Year

Delineator = .a, .b, etc = Subcontracts
 .1, .2, etc = Contract Amendments
 Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)
 Traits = P/Pending - Original Contract Not on File to be submitted
 GP/Grant Pending - Original Contract to be submitted if grant is awarded
 E/Exempt - Original Contract Exempt from Filing with Clerk
 A/Acknowledgment - Contract Acknowledgment Pending

Contract Category: Franchise (Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)

Administering Department:	Public Works Agency
Contract Executed By:	Board of Supervisors
Authority for Execution:	Minute Order #6 12-17-2019
Contractor:	USA Waste of California
Description of Contract:	Master Franchise Agreement for Waste Collection and Recycling
Service Contracts: Contractor's Tax ID #	

Beginning Term Date:	1/1/2020
Ending Term Date:	12/31/2029
Recommended Review Date:	

If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments

Contract Amount Paid BY County:	
Contract Amount Paid TO County:	
Not to Exceed:	\$0.00
Other Terms:	Eligible for 3 yr term extension(s)

(Other Terms: Rate per month/hour/quarter, etc.)

Insurance Required by County?:	Yes
Insurance End Term or Review Date:	
Insurance Requirement Waived by County Counsel	

Clerks Notes:

Monitored by:
 Audited By:
 Prepared by:

Status:

Report Completed	New File
	Existing File
To Dept for filing with Contract	

Contract Notes:

Refuse and Garbage Collection and Transport to County Transfer Station, Recyclables Collection, Diversion and Processing

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

MASTER FRANCHISE



USA Waste of California, Inc.

Waste Collection & Recycling

Refuse & Garbage Collection and Transport to County Transfer Station

Recyclables Collection, Diversion and Processing

3 Contracts – County, Orland and Willows

Franchise Date: January 1, 2020

Expiration Date: December 31, 2029

<p>Transfer Refuse & Garbage from Transfer Station to Disposal Facility 1 Contract</p>	<p>Disposal Refuse & Garbage Disposal at Disposal Facility 1 Contract</p>
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Preamble

This Master Franchise is an "umbrella" or master agreement with sub-agreements for the following five (5) contracts:

1. Collection Franchise (County);
2. Collection Franchise (Orland);
3. Collection Franchise (Willows);
4. Transport Franchise (County); and
5. Disposal Franchise (County).

The Cities of Willows and Orland will each enter into their own Collection Franchise.

The County and Collection Franchisee intend that the Cities are third-party beneficiaries of the Master Franchise. The Cities may administer and enforce this Master Franchise in conjunction with their respective Collection Franchises. Thus, there will be this Master Agreement and five (5) sub-agreements for: (1) Collection in Orland, (2) Collection in Willows, (3) Collection in the County, (4) Transport for the County, and (5) Disposal for the County.

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The County of Glenn, a political subdivision of the State of California (County), and USA Waste of California, Inc., a Delaware corporation (Franchisee), enter into this Master Franchise on the franchise date.

"Franchise date" is the date identified on cover of this Agreement.

FINDINGS. The County Board determines and finds as follows:

1. Safe, adequate and reliable solid waste management is fundamental to the health, safety, and welfare of the County's public and the environment.
2. The County must protect public health and the environment. The County is not only authorized but *required* to provide solid waste handling services to its citizens, including: source reduction; recycling and composting; and collection, transfer and disposal of solid waste within the County boundaries subject to its solid waste handling jurisdiction, under California Public Resources Code (PRC) §40057. (California Integrated Waste Management Act (sometimes referred to as "AB 939") PRC §40000, *et seq.*)
3. The County must also implement waste diversion and commercial recycling and organics programs. Under the California Integrated Waste Management Act the County must promote recycling and maximize the use of feasible source reduction, recycling and composting options to reduce the amount of solid waste that must be disposed of by land disposal. In particular:
 - A. Diversion - County must implement its Source Reduction and Recycling Element (SRRE) and at least 44% of that solid waste from disposal or face possible fines of up to \$10,000 per day (AB 939), including under PRC 41850.
 - B. Mandatory Commercial Recycling. County must make good faith efforts to implement a mandatory commercial recycling program for certain businesses multi-family premises, including all of the following: education; outreach; monitoring; and reporting to CalRecycle. (AB 341 Chesbro (Chapter 476, Statutes of 2011) / PRC 42649.3 ff.)
 - C. 75% Diversion. In addition, under AB 341 the State has set a goal to divert 75% of solid waste from disposal.
 - D. Future Mandatory Commercial Organics Diversion. County will have to make good faith efforts to implement a mandatory organic waste recycling program for certain businesses and multi-family premises, including all of the following: education; outreach; monitoring; and reporting to CalRecycle. (AB 1826 Chesbro (Chapter 727, Statutes of 2014) PRC 42649.8 ff.)
 - E. Preparing for Organics Recycling. CalRecycle has granted the County an extension for compliance with SB 1826, to January 1, 2020, with possible further extension, but this Master Franchise now: helps County demonstrate its good faith efforts by gathering

information necessary to implement a future organics collection program; and educates businesses and multi-family premises about how they can meet their future organics recycling obligations.

- F. Reducing Methane Emissions. County must generally reduce disposal of organic waste by targeted 50% of 2014 levels by 2020, and 75% by 2015, and specifically 20% of edible food by 2025. (CA Short-lived Climate Pollutants / Organic Waste Methane Emissions Reductions legislation, AB 1383 Lara [Chapter 395, Statutes of 2016] HSC 39730.6 ff).

4. Reasons for Procurement.

- A. Expiration of Prior Agreement. The Franchise Agreement between the County and USA Waste of California, Inc., dba Glenn County Disposal, a subsidiary of Waste Management, Inc. expires on December 31, 2019. It provides for integrated waste management services, including collection, and transport to, and disposal at the County's landfill.
- B. Landfill Closure. The County has built a transfer station to replace its landfill which closed in October of 2019. Consequently, it now is procuring new services to transport waste from the transfer station to a new disposal site.

5. Three Franchises. County requested proposals for each of those services under a separate contract, including:

- A. Collection and Recycling: Collecting solid waste, including mixed refuse (rubbish and garbage) discarded by residents (generally in carts), businesses (generally in dumpsters) in one container, and source separated recyclables discarded in a second container; Delivering the refuse and garbage to the County owned-and-operated transfer station; and Processing and selling the recyclables.
- B. Transportation. Transporting refuse and garbage from the County transfer station to the disposal site (a landfill).
- C. Disposal. Disposing of refuse and garbage.

6. "Good faith effort". By entering into these contracts, County demonstrates "good faith effort" not only to comply with law but also to maximize diversion of solid waste from landfill disposal.

7. Authorization. The County is authorized to procure this Master Franchise with or without competitive bidding and on a (non)exclusive basis (PRC 40059(a)(1)&(2)). County finds that competitively procuring this Master Franchise on an exclusive basis is in the best public interest.

Glossary

Words in this Master Franchise have the meanings given this Glossary, whether they are capitalized or in lower case font.

Defined Term	Definition / Section Cross-Reference
AB 939	California Integrated Waste Management Act, PRC 40,000 <i>et seq.</i>
Affiliates	All persons (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Franchisee because of direct or indirect ownership interests or common management, including any or all of the following: <ul style="list-style-type: none"> • Subsidiaries: a business in which Franchisee owns a direct or indirect ownership interest; • Parents: a business which has a direct or indirect ownership interest in Franchisee; and • Siblings: a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Franchisee.
Agreement	This Agreement, including all exhibits, appendices and attachments, as may be amended.
Annual report	10B
Assurance of Performance	12C
Breach	13A
Calendar year	January 1 through December 31
Collection Franchise	The franchise of that title appended to this Master Franchise.
County	Preamble
County business day	4C
County Board	Governing body of County
County Code	County Code of Ordinances
County Insureds	Attachment 12 #2
County office hours	4C
County Reimbursement Cost	Attachment 12B
County Representative	15E
CPI	Consumer Price Index identified in Attachment 8B.
Criminal Conduct	4F
Day	Calendar day
Disposal Franchise	The franchise of that title appended to this Master Franchise.
Event of default	13B and Attachment 13B
Franchise date	The date on the cover page of this Agreement.

Franchise fee	1D
Franchise service(s)	All Franchisee's obligations under this Master Franchise and the Service Franchises, including keeping records, giving reports, timely responding to County, to both of the following: 1. Customers; and 2. County
Franchise Area	1A
Franchise term	2A, including any extensions
Franchise year	January 1 – December 31. <i>For example, see service fee adjustment in Attachment 8B.</i>
Franchisee	Preamble and Franchisee's successors and assigns.
Franchisee Representative	15E2 (see Key Personnel)
Guarantor, Guaranty	The Guaranty Agreement attached to this Master Franchise as Exhibit 13B.
1. herein 2. hereof 3. hereunder 4. hereinbefore 5. hereinafter	1. in this Agreement, 2. of this Agreement, 3. under this Agreement 4. before the franchise date 5. after the franchise date
Including	"including, without limitation", "including, but not limited to"
Indemnification	11E, including defense, hold harmless and indemnification
Independent MSW Expert	Attachment 8B-C
Key personnel	4E
Law	4D
Liabilities	11E
Master Franchise	This contract, including all exhibits and attachments, as may be amended. The Service Contracts incorporate this Master Franchise.
Master Franchisee	USA Waste of California, Inc.
Notice (or Notify)	Notice in form required under 15B (or to give Notice in that form).
"Due Notice"	Notice given under 15B
Ownership	15C2
Parties	Franchisee and County
Permits	4D2
Person	Means any of the following: 1. individual; 2. firm, association, organization; 3. partnership, corporation, joint venture; 4. trust; 5. the United States;

	6. the State; 7. the county, a municipality or special purpose district; or other entity.
Reasonable	Prudent, done in good faith, and corresponding to commonly accepted commercial practices to one similarly situated.
Reasonable business efforts	Good faith efforts that are reasonable in the judgment of someone engaged in for-profit business, considering how much it costs.
Records	9
Regulatory authority	4D
RFP	Request for Proposals issued by the County to procure this Master Franchise, to which Franchisee responded.
Service Franchises	Referenced together, the Collection Franchise, Transport Franchise, and Disposal Franchise between the County and one or more Franchisees incorporated into this Master Franchise.
Service day	Day when Franchisee must provide service in each respective Service Contract.
Service fee	8A
Service Fee Schedule	Attachment 8
Solid waste	<p>"Solid waste "defined in PRC 40191 that is discarded in the franchise service area, including the following: refuse (rubbish and garbage); recyclables discarded and mixed with other solid waste; green waste discarded and mixed with other solid waste; bulky waste; and Construction & Demolition debris. <i>See also types of solid waste (refuse, rubbish, garbage, recyclables, green waste, bulky waste and C&D debris) in Glossary of the Collection Franchise.</i></p> <p>The following are <i>not</i> solid waste: Recyclables discarded separately from other solid waste; Green Waste discarded separately in bags during Community Cleanup Events under the Collection Franchise; and materials identified by the County that are difficult to handle.</p>
Solid waste management	3B
State	State of California
Transfer, Transfer Costs, Transport Deposit	15C
Transport Franchise	The franchise of that title appended to this Master Franchise.
Uncontrollable circumstances	Attachment 13B
Unpermitted waste	4
Violation	Attachment 13B item (5)
Year	A calendar year of January 1 through December 31, <i>unless</i> "franchise year" is specified. (For example, of "calendar year", see provisions for liquidated damages and submitting reports.)

Gender. Words stated (or implied) in the masculine gender include correlative words of the feminine and neuter genders, and vice versa. For example, "he" and "she" are used interchangeably. In addition, words relating to individuals in neuter gender include correlative masculine and feminine gender. For example, "customer" refers to both men and women, whether the related adjective "his" or "her" is used; and "County Representative" includes both male and female staff.

References. References to "sections" means sections in this Master Franchise unless a Service Contract is explicitly stated. References to "subsections" means references to the section of which the subsection is a part.

Presumed Reasonableness and Exercise of Discretion

Presumed Reasonableness.

"Discretionary action" means approval, disapproval, or consent; option, election, or choice; opinion; determination; or discretion under this Agreement or interpretation of this Agreement.

Each party will exercise any discretionary action in a manner that is reasonable, unless it reserves sole discretion.

Exercise of Discretion.

"Sole discretion" means that the exercise of any discretionary action is in a party's sole, exclusive or absolute discretion, control or judgment.

Recognizing that franchise services are essential to public health and safety, where this Master Franchise explicitly provides that County reserves sole discretion, Franchisee will not question or challenge County's exercise thereof and where Franchisee reserves sole discretion, County will not question or challenge Franchisee's exercise thereof.

SECTION 1 - FRANCHISE GRANT

- A. **Exclusive Grant and Acceptance.** County grants to Franchisee and Franchisee accepts the exclusive right and privilege, together with the obligation, to provide franchise services in the Franchise Area described respectively in this Master Franchise and the Service Franchises, except for the exclusions set forth in subsection B. Franchisee may enforce its exclusive right and privilege and take action against anyone who is violating that exclusive right and privilege.

"Franchise Area" means (i) the entire unincorporated territory included within the County limits as of the Effective Date of this Agreement; and, (ii) such additional unincorporated area as may thereafter become included with the County limits from time to time due to annexation, de-annexation or other means; provided, however, that the Franchise Area shall not include the area in the vicinity of Stony Creek that, as of the Effective Date, is served by the Stony Creek Garbage Company, provided, further, that any portion of such area that ceases to be served by the Stony Creek Garbage Company during the term of this Agreement shall be added to the Franchise Area if so agreed by County and Franchisee.

- B. **Exclusions.** This franchise is subject to exclusions under the Service Franchises.
- C. **Definition of Rights.** Franchisee acknowledges that this Master Franchise does not grant Franchisee any rights under PRC §49520 and the Franchisee does not have the right to make any claim under PRC §49520 but only under this Agreement. Upon expiration or termination of this Agreement, Franchisee will stop providing franchise services even if the expiration or termination occurs before the end of the period described in PRC § 49520. After expiration or termination of this Agreement, County may re-procure one or more agreements for franchise services with Franchisee or other persons/entities. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

- D. **Franchise Fee.**

"Franchise fee" means the fee or assessment to be paid to a Collection Franchisor pursuant to its Collection Franchise with Franchisee, which, among other things, is intended to offset the County's expenses in administering this Master Franchise (including the Collection, Transport and Disposal Franchises), to fund other waste management activities, for Contractor's use of public rights of way granted by this Master Franchise, and to compensate the County for damages to its roads, curbs, sidewalks and other infrastructure resulting from Contractor's exercise of its rights under the exclusive Franchise. **"Franchise Fee"** does not include any fee

within the meaning of Public Resources Code Section 41901 or within the scope of California Government Code Section 66016.

As of the franchise date, the franchise fee is 10% of gross revenues that Franchisee receives under its Collection Franchise with a Collection Franchisor. "**Gross revenues**" means all payments that Collection Franchisee receives from customers without deduction or offset. "Gross revenue" is *not* net franchise fees. It does exclude receipts from sales of recyclable materials.

In consideration for this franchise, Franchisee will pay County the franchise fee in the amount, at the time, and in the manner provided under any or all County Code, ordinance and resolution. Franchisee acknowledges all of the following: (1) The elimination of competition with private persons for franchise services in the County under this exclusive Master Franchise has significant monetary value to Franchisee, and the franchise fee is consideration for that exclusivity; (2) The franchise fee is a cost of doing business, like capital, fuel and labor costs; (3) Paying County the franchise fee is an obligation of Franchisee and *not* customers; and (4) Franchisee will not separately identify the franchise fee to customers, including in correspondence such as subscription orders, bills, or invoices or on its web site.

SECTION 2 - TERM

- A. 10-Year Term.** The term of this Master Franchise is ten (10) years beginning on the franchise date. Upon written agreement between the parties, the term may be extended for a period or periods not to exceed three (3) additional years.
- B. Continuing Obligations.** The following provisions will survive the expiration or termination of this Agreement: (1) All acknowledgments, representations, warranties, indemnities, defenses and releases, including the Indemnification; (2) Obligations with respect to records, reports and financial statements; and (3) Any other provisions of this Master Franchise (including the Service Franchises) stated to survive the expiration or termination of this Agreement.
- C. Undepreciated Assets.** Franchisee acknowledges that it has no right to recover an amount equal to the undepreciated value of assets it uses to provide franchise services that might remain at the expiration or termination of this Master Franchise, from either the County or customers, *except* for amounts that County must pay Franchisee if County exercises its option to purchase carts under the Collection Franchise.

- D. Conditions to Effectiveness of Agreement.** The effectiveness of this Agreement and the obligation of each Party to perform its undertakings provided for in this Agreement, is subject to the satisfaction or waiver of all the conditions below, each of which may be waived, in written form, in whole or in part by County or by Franchisee.
1. **Accuracy of Representations.** The Franchisee's representations and warranties made in Franchisee's Proposal are true and correct in all material respects on and as of the Franchise Date, except as otherwise modified herein.
 2. **Furnishing of Payment and Performance Bond.** Franchisee has on or prior to the Franchise Date furnished the Payment and Performance Bond that is satisfactory to the County.
 3. **Absence of Litigation.** To the best of Franchisee's knowledge, after reasonable investigation, as of the Franchise Date there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against Franchisee wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:
 - a. Materially adversely affect the performance by Franchisee of its obligations hereunder;
 - b. Adversely affect the validity or enforceability of this Agreement;
 - c. Have a material adverse effect on the reputation of the Franchisee, its parent or Affiliates; or
 - d. Have a material adverse effect on the financial condition of Franchisee, or any surety or entity guaranteeing Franchisee's performance under this Agreement.
 4. **Legal Challenge.** Franchisee understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the County's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenges"). In the event of a legal challenge, the Parties will cooperate with each other in responding to such action and if it is determined that the Agreement is invalid, neither Party shall owe any obligation to the other, except as may be determined by a court of competent jurisdiction.
 5. **Related to Propositions 218 and 26.** Should there be a change in applicable law or a new judicial interpretation of applicable law, including, but not limited to, Article XIII C and D of the California Constitution (Commonly Proposition 218 and Proposition 26),

which impacts the County's ability to set or change Maximum Service Rates for the Collection Services established in accordance with this Agreement and the Collection Agreement, Franchisee agrees to meet and confer with the County to discuss the impact of such change in law or new judicial interpretation on either Party's ability to perform under this Agreement.

The County shall not be in default of this Agreement if it is determined by a court of competent jurisdiction that County lacks the authority to set Maximum Service Rates or increase Maximum Service Rates for charges related to providing Collection Services under this Agreement or the Collection Agreement. Should a court of competent jurisdiction determine that the Franchisee cannot charge and/or increase its Maximum Service Rates to cover any amounts incorporated into Maximum Service Rates under this Agreement, Franchisee shall reduce (and/or not increase) the Maximum Service Rates it charges customers correspondingly, and shall be relieved from the obligation to pay such amounts, providing said amounts disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the Maximum Service Rates charged by Franchisee to its customers. If the amounts disallowed by the court are related to the cost of providing service hereunder, then Franchisee's obligations hereunder shall be reduced (in a manner mutually agreed by County and Franchisee) so that they are commensurate with the rates that Franchisee can legally charge.

Nothing herein is intended to imply that Proposition 218 or Proposition 26 apply to the Maximum Service Rates established for services provided under this Agreement or the Collection Agreement; rather this section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

- E. **Execution of Collection Franchise Agreements.** The effectiveness of this Agreement and the obligation of each Party to perform its undertakings provided by this Agreement is subject to Collection Franchise agreements being executed, on or before January 1, 2020, between Franchisee and County, Franchisee and the City of Orland, and Franchisee and City of Willows. Franchisee may waive this requirement at its discretion.

SECTION 3 - SCOPE OF SERVICES

- A. **Franchisee Autonomy.** Franchisee acknowledges that County is not responsible for supervising or performing franchise services. Franchisee has full freedom, discretion and responsibility to solely determine the manner of providing franchise services.

B. Scope of Franchise Services.

1. **Services.** Upon County request, Franchisee will promptly provide solid waste management services like franchise services provided under its Service Contract in health and safety emergencies determined by County (such as an earthquake, mudslides or fire). Franchisee will charge County no more than the Franchisee charges anyone else for substantially the same service, *unless* County authorizes different charges that have been requested and cost-substantiated by Franchisee.

"Solid waste management" means "Solid waste handling" including collection, transportation storage, transfer or processing recyclables and green waste and disposal of processing residue.

2. **Documentation.** Franchisee will file information with County, the State or Federal officials related to cost of providing the emergency services (such as number or quantity of vehicles, fuel, employees, tonnage, and disposal fees).

- C. Change in Scope of Franchise Services.** County may direct a change in scope of franchise services. Within ten (10) days of County direction (or longer time acceptable to County), Franchisee will present a plan to implement the proposed change, including the manner of implementing the change; the implementation schedule; and the effect, if any, on the service fee. County may withdraw its request at any time, for any reason.

Before implementing a franchise service change that is not a revision of current franchise services, but rather an additional service such as organics collection, County will request a proposal from Franchisee. If County and Franchisee cannot agree upon a service fee adjustment within the time required under the rate adjustment protocol set forth in Attachment 8B, County may implement proposed additional service itself or through others if Franchisee's service fees are not decreased and if Franchisee's results of operations are not negatively impacted.

If County and Franchisee cannot agree to any service fee adjustment with respect to franchise services within the time required under the rate adjustment protocol set forth in Attachment 8B, then either may request review by the Independent MSW Expert; or if neither requests a review, County may implement the proposed change in franchise services itself, or through others, if Franchisee's service fees are not decreased and if Franchisee's results of operations are not negatively impacted.

SECTION 4 - SERVICE STANDARDS

- A. **Solid Waste Management.** Franchisee will provide franchise services meeting the standards under the Service Franchises.
- B. **County Review.** At least two (2) weeks prior to distribution, Franchisee shall provide to County, copies of all materials that reference franchise services, including: sales brochures; commercial advertisements; and news releases. County may comment on the materials and Franchisee agrees that they shall be in a form satisfactory to County before distribution.
- C. **Responsiveness to County.** Franchisee will: (1) Respond to County telephone calls by the end of the next business day when practicable, but in no event later than three (3) business days after the call; (2) Meet with County during County office hours within one week of County's oral or written request, at the location directed by County; (3) Respond to all e-mails from County within three (3) business days; and (4) Respond to written correspondence from County within one week of receiving it.

"County office hours" means hours that County administration building is open to do business with the public.

"County business day" means days that County administration building is open to do business with the public.

- D. **Compliance with Law.** Franchisee will comply with all law applicable to this Agreement, franchise services and Franchisee's operations. Provisions of law are incorporated into this Master Franchise by reference as Franchisee's contractual obligations. As a contracting party, County may enforce those provisions as breaches of this Agreement. If Franchisee does not comply with the County Code, County may: (1) Enforce the Code (subject to fines or penalties); (2) Treat such violations as breaches of this Master Franchise (subject to remedies under this Agreement); or (3) Both. County has no obligation to enforce law. The Service Franchises contain examples of law. County and Franchisee acknowledge that "law" includes County ordinances. Franchisee acknowledges that law, including section 7.08.540 (Health Department Authority) of the Glenn County Code, authorizes the County Health Department to make rules and regulations, subject to approval by the County Board, such as: (1) Accumulation of refuse and garbage; (2) Collection and transportation of refuse; and (3) Administration of County Code.

"Law" means any or all laws, statutes, rules, regulations, guidelines, policies, licenses, permits, actions, determinations, orders or requirements, including their future amendments, supplements, restatements, recodifications or replacements enacted,

adopted, promulgated, issued, ruled, ordained, determined or otherwise made by any regulatory authority with respect to franchise services, this Master Franchise, and/or the Franchisee's operations.

"Regulatory authority" means any federal, state, local or foreign governmental unit (whether a separate entity or a department or division) that promulgates law applicable to Franchisee's operations, Franchise services, or this Master Agreement and Service Franchises; Regulates franchise services or operations of Franchisee; or Enforces law applicable to franchise services or operations of Franchisee.

Examples of regulatory authorities include: CA DOT; CA DMV; AQMD or water board; EDD, U.S. Immigration and Naturalization Services; or the state and federal departments of labor; IRS, CA Franchise Tax Board, SEC, federal and state Departments of Justice; County, and the Local Enforcement Agency for the County.

"Permit(s)" means any or all permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under law with respect to franchisee administration and operations, and franchise service.

E. Key Personnel.

1. **Acknowledgements.** Franchisee acknowledges that providing franchise services is personal in nature, since it requires continuous and extensive communication between Franchisee's personnel and County staff; knowledge of County streets and highways, terrain, and weather conditions; and, familiarity with detailed contract requirements under this Master Franchise (such as reporting). Franchisee will identify those key personnel in either or both Attachment 4B of this Master Franchise and in Service Franchises.
2. **Franchisee Notice of Change.** No later than 30 days prior to any Franchisee-directed change in any or all of those identified key personnel, Franchisee will use reasonable business efforts to notify County. In its notice, Franchisee will include the name and professional qualifications of the replacement personnel, if known.
3. **Unsatisfactory Performance of a Franchise Representative.** If the County believes that the performance of a Franchise Representative is unsatisfactory, County shall alert Franchisee of the performance issues and Franchisee shall take those steps reasonably necessary to correct those performance issues.

F. Criminal Conduct

1. **Notice.** Franchisee will inform County of any Conviction or Plea with respect to Criminal Conduct by any Franchisee Representative immediately upon learning of any Conviction or Plea. Franchisee will inform County of any Conviction or Plea with respect to Criminal Conduct by any Franchise Manager within 30 days of learning of any Conviction or Plea.

"Franchisee Manager" includes any or all of the following: (1) the Franchisee; (1) any Franchisee Representative; (3) any Franchisee officers or directors; or, (4) anyone in a Position of Influence.

"Position of Influence" means the authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee franchise services or this Agreement, including any or all of the following: (1) Reviewing or negotiating Franchisee's contracts (including this Agreement); (2) Providing in-house legal services with respect to franchise services or this Agreement; (3) Preparing or overseeing Franchisee's operating and capital budget; or (4) Establishing policies and procedures related to the Criminal Conduct.

"Conviction" means any or all of the following: (1) a criminal conviction; (2) a permanent mandatory or prohibitory injunction; or (3) a final judgment or order from a regulatory authority of competent jurisdiction with respect to any Criminal Conduct.

"Plea" means either or both of the following: (1) pleading "guilty"; or (2) entering a plea of "nolo contendere" or "no contest" to Criminal Conduct.

"Criminal Conduct" means any or all of the following: (1) fraud or criminal offense (other than offenses constituting infractions) in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to recyclables, green waste or solid waste services of any kind (including collection, hauling, transfer, processing, composting or disposal), including this Agreement; (2) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency by Franchisee or by any Franchisee Manager in that Franchisee Manager's official capacity; (3) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a

felony; (4) unlawful disposal of hazardous or special waste, the occurrence of which Franchisee or any of its Franchise Managers knew or should have known; (5) violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation; or (5) violation of unfair and anti-competitive trade practice laws, including the inflation of waste collection, hauling or disposal service fees, and predatory pricing.

2. **Cure.** Upon the occurrence of any Conviction or Plea of one or more Franchise Managers with respect to Criminal Conduct, Franchisee must remove the offending Franchisee Manager, or each individual responsible for the Criminal Conduct, from a Position of Influence unless: (1) otherwise directed or ordered by regulatory authority of competent jurisdiction and/or authority; (2) prohibited by law; or (3) replacement would subject Franchisee, an affiliate or any of its Franchisee Managers to substantial liability for breach of any labor agreement entered into after the franchise date. Franchisee will not place anyone who is the subject of any Conviction or Plea under this Master Franchise to a position (for example, in another affiliate) where that person would continue to be in a Position of Influence.
 3. **County Remedy.** County, in its sole discretion, may terminate this Master Franchise or may impose other sanctions that it deems proper, including financial, temporary suspensions or any other condition County deems appropriate, in any or all of the following events: (1) Franchisee or any affiliate fails to implement the cure under the preceding subsection; (2) the Criminal Conduct is related to this Master Franchise or to the County, or (3) the Criminal Conduct is both a felony and is related to this Agreement, unless the Criminal Conduct is the unlawful disposal of hazardous or special waste and Franchisee did not have actual knowledge of that Criminal Conduct. Franchisee must be given the opportunity to present mitigating evidence during the preceding notice period and County will consider that evidence before exercising any right that it may have under this paragraph.
- G. Unpermitted Waste Handling.** Franchisee will follow its Unpermitted Waste Handling Protocol submitted to County under the Service Franchises. If Franchisee delivers unpermitted solid waste to any facility (such as the Collection Franchisee to the Transfer Station or a recyclables processing facility, or the Transport Franchisee to the Disposal Facility) or accepts unpermitted solid waste (such as the Disposal Franchisee at the Disposal Facility), Franchisee will take the following actions: make a reasonable business effort to determine who discarded the unpermitted waste and cooperate with the facility owners or

operators to arrange for proper disposal under law.

H. Definitions.

"Unpermitted waste" means materials that cannot be disposed of in a Class II landfills described in 27 CCR 20250, such as any or all the following: (1) hazardous waste; (2) e-waste; or (3) universal waste.

"Hazardous waste" means a material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics, may: (1) cause or significantly contribute to an increase in mortality or an increase in serious illness; or (2) pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise mismanaged; or (3) is regulated under law such as a hazardous or toxic waste, a hazardous chemical substance or mixture, or asbestos, including but not limited to: (a) "Hazardous Waste" defined in Section 40141 of the California Public Resources Code; (b) all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste under Sections 25110.02, 25115, and 25117 of the CA H&SC (the California Hazardous Waste Control Act); (c) section 25100 et seq. of the CA H&SC and 23 California Code of Regulations sections 2521 and 2522; (d) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (including the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local laws and regulations; (e) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq. and California Toxic Substances Account Act, CA H&SC 25300 et seq.; (f) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.; (g) materials regulated under any future additional or substitute laws pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; and (f) household hazardous waste. If two or more governmental agencies having concurrent or overlapping jurisdiction over hazardous waste adopt conflicting definitions of "hazardous waste", for purposes of collection, transportation, processing and/or disposal, the more stringent definition is used under this Agreement.

"Household hazardous waste" means any hazardous waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated during operation of a business concern at a residence, under Section 25218.1 of the California Health and Safety Code.

"E-waste" means waste that is powered by batteries or electricity including, but not limited to, computers, calculators, telephones, answering machines, radios, stereo equipment, tape-players/recorders, phonographs, video-cassette players/recorders, compact disc players/recorders, and calculators, and covered electronic devices as defined in California Public Resources Code Section 42463 which include cathode ray tube (CRT) device (including television and computer monitors), LCD desktop monitors, laptop computers with LCD displays, LCD televisions, plasma televisions, and any other covered electronic devices listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10(b) including household hazardous waste.

"Universal waste" means materials that which the California Department of Toxic Substances Control considers universal waste, including materials listed in 22 CCR 66261.9, such as: batteries; aerosol cans; certain mercury-containing devices; thermostats, lamps, cathode ray tubes; computers; calculators; telephones, answering machines; radios, stereo equipment; tape-players/recorders; phonographs; video-cassette players/recorders; compact disc players/recorders; and some appliances.

SECTION 5 - RESERVED.

SECTION 6 - DIVERSION (Service Franchises).

SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS.

- A. Ownership.** Ownership of permitted solid waste (which includes recyclables) becomes the property of the Franchisee: (1) when Franchisee picks up the permitted waste under the Collection Franchise; (2) transports it under the Transport Franchise; or (3) disposes of it under the Disposal Franchise (assuming Franchisee is the Disposal Franchisee). The parties acknowledge that following the closure of County's landfill, the "county disposal areas" referenced in County Code 7.08.260 means the Disposal Facility.
- B. Disclaimer.**
- 1. No County Representations or Warranties.** County makes no representations or warranties with respect to content of solid waste, any solid waste disposal characterization study, or projections by solid waste material type. County expressly disclaims any representations and warranties, either express or implied, as to the merchantability or fitness of solid waste for any purpose.

2. **Disclaimers Regarding Unpermitted Waste.** Neither County nor Franchisee assume ownership of any unpermitted waste under any these franchise agreements. Neither County nor Franchisee warrant that solid waste does not contain unpermitted waste except that this disclaimer shall not apply to any waste collected from a County facility.
3. **No Franchisee Claims.** Franchisee will not make any claim against County based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of County in connection with the procurement of this Agreement, including the County's Request for Proposals, which differ from the actual under this Franchise.

SECTION 8 - SERVICE FEES / CUSTOMER BILLING.

- A. **Service Fees.** County will pay Franchisee the service fee monthly under the Service Franchises.
- B. **Adjustment.** Service fees will be adjusted under Attachment 8B and the Service Franchises.

SECTION 9 - RECORDS.

- A. **Acknowledgements.** Franchisee acknowledges County's right to obtain and audit records for reasons including:
 1. **Tonnage:** Determining diversion and quantity of diverted recyclables and green waste reported to the County;
 2. **Gross receipts:** Corroborating the amount of franchise fees owed and paid to County;
 3. **Contract compliance and enforcement:** Monitoring Franchisee's performance of its obligations under this Master Franchise and the Service Franchises; and enforcing customers' and County's rights under this Agreement;
 4. **Pollution claims:** Possibly responding to claims (including superfund claims under CERCLA) with respect to materials that Franchisee handled under this Master Franchise and Service Franchises
 5. **Correspondence with Regulators:** All correspondence between Franchisee and regulatory authorities, including notices of permit violations or, with respect to the Disposal Contract, Areas of Concern.

- B. Maintenance.** Franchisee will keep accurate records in two formats satisfactory to County with respect to franchise services and Franchisee as a corporate entity.

“Records” includes information in print or electronic media, such as with respect to subscriptions, billing files, complaints logs, regulatory correspondence, financial books, tonnage receipts and correspondence related to franchise services.

Franchisee will keep records under the Service Franchises and related to franchise services necessary for: (1) County to determine whether Franchisee is complying with its obligations under this Agreement; (2) County submission of reports to CalRecycle, satisfactory to CalRecycle; and (3) Under County Code 7.08.530 to determine that Franchisee is complying with County Code.

- C. Retention.** Franchisee will keep records for the following amounts of time:

Financial	4 years following the close of Franchisee’s last fiscal year of the franchise term.
Disposal	Continually, unless Franchisee gives County the option to take over possession of the records.
Other	The franchise term plus 4 years

- D. County Custody.** If the County believes that records may be lost, discarded, or destroyed, the County may direct the Franchisee to give County any or all records required to be kept hereunder.
- E. County Inspection.** County, its staff and outside auditors may inspect, audit, and copy records at Franchisee’s office between the hours of 8:00 a.m. to 5:00 p.m. on County business days, after notifying Franchisee by telephone or in writing 5 days in advance, or lesser time if County determines it is in the public’s best interest. If Franchisee’s office is outside the County, promptly upon County request Franchisee will bring records to County’s offices.
- F. Audit Costs.** Within 30 days of County request, Franchisee will reimburse County for the County Reimbursement Cost of audit and copying expenses if the audit reveals a discrepancy of the greater of 3% or \$500 between the amount contained in the records (such as the tons of recyclables diverted, processing residual disposed, customers’ subscription levels or the amount of Franchisee’s gross receipts), and the amount reported or paid to County (such as franchise fees); or, representation of any amount that Franchisee made or information that it submitted to County.

- G. **Copies.** Franchisee will give County copies of records without charge (except charges for records copied during an audit), by the following times:

RECORDS	TIME
Regarding customer or Disposal Facility complaints:	Immediately (no longer than two hours after receipt).
In electronic form:	Same day as requested.
Other:	Within two service days

SECTION 10 - REPORTS.

- A. **Service Franchises.** Franchisee will give County reports under the Service Franchises.

- B. **Timing, Form and Content.**

1. **Quarterly Report.** Within 30 days following the end of each quarter of a calendar year, Franchisee will submit a report for that quarter.

"Quarterly Report" means the report described in this subsection.

2. **Annual Report.** Within 30 days following the end of each calendar year, Franchisee will submit a report for that year, containing a summary of the information in Quarterly Reports.

"Annual Report" means the report described in this sub-sub section.

3. **Operations Report.** Within 10 days, under County Code 7.08.530, give County Health Department operations reports.

4. **Form.** Franchisee will draft reports in format, media and content satisfactory to County.

- C. **Statements and Information.** Franchisee represents that the information and documentation submitted by, or on behalf of, the Franchisee to County in connection with: the application for and securing of County licenses; and, permits and the procurement and negotiation of this Agreement; was correct and complete in all material respects at the time originally submitted and on the date of this Agreement. Franchisee will not make any claim against County based upon any estimates, statements or interpretations of information in connection with the Request for Proposals and procurement of this Contract, including solid

waste quantities or characterization. In this paragraph "County" includes any officer, employee, agent, or consultant of County.

D. Financial Statements. Franchisee will give County 3 copies of its financial statements in a form acceptable to County annually within 60 days after the close of Franchisee's fiscal year, with the following attachments:

1. Representation of a certified public account that she has audited Franchisee's financial statements in accordance with Generally Accepted Auditing Principles; and
2. The accountant's following opinion that the statements: have been prepared in accordance with Generally Accepted Accounting Principles consistently applied; and fairly present the financial position, the results of operations and the cash flows of the Franchisee; and
3. Either of the following statements of Franchisee's Chief Financial Officer: (1) A representation that no events subsequent to the preparation of the last financial statement submitted under this Master Franchise have materially changed Franchisee's financial status or condition; or (2) A description of any material changes in Franchisee's financial status or condition since the preparation of the last financial statement.

Franchisee will allow County and its representatives to review the accountant's audit plan and work papers. Within two (2) weeks of County's request, Franchisee and its accountant(s) will meet with the County and its representatives to discuss the audit. If Franchisee provides a guaranty in form required by the County of a related entity satisfactory to the County, Franchisee may give County copies of that guarantor entity's audited financials complying with this Section.

E. Requests under the Public Records Act. If County receives a request under the California Public Records Act for material which Franchisee has marked "confidential", County will provide notice to Franchisee prior to the release of those documents and will allow Franchisee to provide legal authority that supports Franchisee's position that the material is exempt from disclosure. If County determines that the material is not exempt from disclosure, County shall inform Franchisee of its finding and give Franchisee an opportunity to obtain a court order enjoining that release. If County determines that the material is exempt from disclosure and that determination is ultimately challenged in court, County will inform Franchisee and will not oppose a motion by Franchisee to intervene in the action. Franchisee must either intervene in the action or accept the release of the material. County is not obligated to defend the action and may release the material sought without any liability.

SECTION 11 – INDEMNIFICATION, HOLD HARMLESS AND DEFENSE.

- A. **Indemnification.** Franchisee will indemnify County from and against any and all liabilities arising out of, or in any way connected to, the franchise services, including reimbursing County for County liabilities to someone other than Franchisee (such as damages resulting from a suit against County by a customer).
- B. **Release and Hold Harmless.** Franchisee will release and hold harmless County from and against any and all liabilities arising out of, or in any way connected to, the franchise services, including refraining from seeking reimbursement from County for Franchisee's liability to someone else (such as damages resulting from a suit against Franchisee by a customer).
- C. **Defense.** Immediately upon commencement of any lawsuit, claim, complaint, cause of actions or other demand brought against County for liabilities arising out of or in any way connected to franchise services, Franchisee will either: (1) defend County with counsel approved by County; or (2) fund County Reimbursement Costs of defense. County may retain co-counsel at its own cost and expense and Franchisee will direct Franchisee's counsel to assist and cooperate with County co-counsel.
- D. **County Sole Negligence Excluded.** Franchisee is not obligated to indemnify, release and hold harmless, or defend County to the extent that County is found negligent by a court of competent jurisdiction after County has exhausted all appeals, or the liability results from a County breach or violation of applicable law.
- E. **Definitions.** In this Section, "County" includes everyone described in the definition of "County Insureds".

"Liabilities" includes: (1) Lawsuits, claims, complaints, cause of actions and other demands; (2) Citations, fines and other penalties; (3) Investigations (such as costs of audits) related to another type of liability (such as a fine); (4) Judgments, liens, cleanup orders, and damages in contract or tort, including personal injury or death and property damage; (5) Losses, injuries, costs and expenses (including all costs and expenses of litigation, mediation or arbitration), including but not limited to: Attorneys' fees, whether County Attorney or Franchisee's staff attorneys or outside attorneys; Accountants' fees, whether County Finance Director or outside accounts; Appraisers' fees; and Expert witness fees.

Reference to "Indemnification" or "Indemnity" in this Master Franchise includes the indemnification, release, hold harmless or defense under this Section and the Service Franchises.

F. **Scope of Liabilities.** For purposes of this Indemnification, liabilities must be paid, incurred or suffered by, or asserted against, County arising from, or attributable to, any repair, cleanup or detoxification pursuant to, or preparation and implementation of, any removal, remedial, response, closure, or another plan (regardless of whether undertaken due to governmental action) concerning any unpermitted waste at any place owned or operated by Franchisee, where Franchisee delivers, stores, processes, recycles, composts or disposes of solid waste to the extent that liabilities are caused by any of the following:

1. **Franchisee Negligence or Misconduct:** Franchisee's wrongful, willful or negligent act, error or omission, or misconduct; or
2. **Non-customer Materials:** Franchisee's handling of any materials, including unpermitted waste, which are generated by someone other than customers or collected from premises other than customers' premises; or
3. **Failure to Comply with Hazardous Waste Protocol:** Franchisee's or any subcontractor's failure to undertake unpermitted waste training procedures required by law with respect to their employees or the Unpermitted Waste Handling Protocol, whichever is more stringent; or
4. **Franchisee-identified Hazardous Waste:** Franchisee's improper or negligent handling of unpermitted waste that it collects and identifies.

County acknowledges that the mere presence of household hazardous waste in the solid waste does not constitute negligence and create any Liability on the part of Franchisee absent any of the circumstances described in this section.

SECTION 12 – INSURANCE AND FINANCIAL ASSURANCE.

A. **Insurance.** Franchisee will carry insurance under County Code 7.08.420 (Public Liability & Bodily Injury Insurance) and Attachment 12A, unless the Franchisee is self-insured. If a Franchisee is self-insured in whole (such as a public entity) or part (such as a private entity), the County may accept that self-insurance if it determines, in its sole discretion, that self-

insurance adequately protects the County. If the Franchisee is self-insured in part, it must defend the contracting County in the same manner as would its insurer.

- B. Payment and Performance Bond** Franchisee will provide to County Payment and Performance Bonds under Attachment 12B until the last to occur of the following events: (1) This Master Franchise has expired or terminated for a period of 180 days or other preference period provided under law with respect to bankruptcy or insolvency of Franchisee; or (2) Franchisee has substituted an alternative Payment and Performance Bond, letter of credit, or other security document acceptable to County in County's sole discretion; or (3) Franchisee does not owe County any money.

The County can draw on the Payment and Performance Bonds in one or more drawings, in any of the following events: (1) Franchisee does not timely pay County any monetary obligation, including the following: Liquidated or compensatory damages assessed by County; County Reimbursement Costs under County's invoice for those costs; and, Franchise fees; (2) Franchisee does not pay any self-insured retention under any insurance policy; (3) Franchisee does not replace an expiring Payment and Performance Bond (including expiration for non-renewal) with a new Payment and Performance Bond at least 90 days before the expiration date; (4) Franchisee does not honor an Indemnification requirement; (5) Someone, such as a trustee in bankruptcy, recovers from the County money that Franchisee has previously paid County; or (6) An event of default.

Payment and Performance Bonds shall be with content and in sureties with financial ratings satisfactory to County.

- C. Guaranty.** If in its proposal to the County, Franchisee submitted financial information from another entity, such as a corporate parent, Franchisee must provide a financial guaranty from that entity in form that is satisfactory to County.
- D. Further Assurance.** In addition to all other rights and remedies it may have, within five (5) days of County request, Franchisee will provide reasonable assurances that Franchisee can timely and fully meet its franchise obligations in any or all of the following events: (1) Franchisee is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions); (2) Franchisee does not pay wages to its employees, provide workers' compensation insurance required by law, or pay employment-related taxes or fees; (3) Franchisee does not pay County any County Reimbursement Costs; (4) Franchisee does not regularly pay its bills when due, which in the County's sole judgment, jeopardizes Franchisee's ability to timely and fully meet franchise obligations; or (5) Criminal Conduct with respect to a Franchisee Manager.

“Assurance of Performance” means any or all of the following actions, as County requests: (1) Reduction or elimination of insurance deductibles or self-insured retention; (2) Increasing the size of a Payment and Performance Bond; or (3) Providing an additional Payment and Performance Bond, certificate of deposit or another instrument.

SECTION 13 – BREACHES AND DEFAULTS.

A. Breach, Notice, Cure. If the County determines that Franchisee is in breach of this Agreement, the County may give Notice to Franchisee identifying and describing the breach. County will hold a conference with Franchisee within five (5) days of Franchisee’s request. Franchisee will cure the breach within thirty (30) days of receipt of the Notice, or a shorter period directed by County if County determines that public health and safety so require. Franchisee may request additional time to correct the breach, but County may accept or reject that request in its discretion. Either the County Board of Supervisors or the County Representative may make the determination, or the acceptance or rejection.

“Breach” means any failure by Franchisee to meet one or more of its obligations under this Agreement.

B. Default. Events of default are listed in Attachment 13B.

“Event of default” means each item listed in the table in Attachment 13B.

SECTION 14 – ENFORCEMENT OF AGREEMENT/REMEDIES.

- A. Remedies Under Law.** Either party may avail itself of any remedy available under law or equity.
- B. Additional Remedies.** County may enforce this Master Franchise in any or all of the following ways: (1) If Franchisee’s breach is a default, execute alternative agreements to provide franchise services like those under this Agreement; (2) Seek to obtain injunctive relief and/or damages; and/or (3) Assess damages. County’s choice of enforcement does not limit its option to exercise other remedies available under this Agreement, in law or at equity.
- C. Injunctive Relief.** Franchisee acknowledges that County’s remedy of damages for a breach may be inadequate for many reasons, including any or all of the following: (1) The urgency of timely, continuous and high-quality franchise service, including collection, transportation and/or transfer for disposal of putrescible wastes which constitute a threat to public health; (2) The long time and significant investment of money and personnel (both County staff and

private consultants, including financial advisors, procurement counsel and elected County officials) that would be required to again request and evaluate qualifications and proposals for replacement service comparable to franchise service for the price under this Agreement, and to negotiate new agreements for those service; (3) County reliance on Franchisee's technical solid waste management expertise; or (4) Franchisee's delivery of unpermitted waste to the Transfer Facility, or its failure to transport and deliver solid waste to the Disposal Facility or to properly dispose of solid waste may increase County risk of liability for environmental damage due to release or threatened release of hazardous or toxic substances, petroleum products and other materials, including any or all of the following: (a) Water or ground water contamination from those Facilities; (b) Replacement or restoration of natural resources; or (c) Repair, cleanup or detoxification of the solid waste management facility and any related removal, remedial, response, closure or other plan, whether under Section 107(e) of CERCLA Section 9607(e), California Health and Safety Code Section 25364, or other law. Consequently, County is entitled to all available equitable remedies, including injunctive relief.

D. Damages.

1. **Compensatory.** Franchisee will pay compensatory damages, including amounts equal to any franchise fees, liquidated damages or other amounts that Franchisee has paid to County but that are subsequently recovered from County by a trustee in bankruptcy (for example, as preferential payments).
2. **Liquidated.** The parties acknowledge the following: (1) That County incurred considerable time and expense procuring this Master Franchise to secure an improved level and quality of recycling and compliance with solid waste diversion mandates; (2) Consistent and reliable franchise services are of the utmost importance to County's compliance with law relating to the diversion of solid waste; and (3) The following liquidated damages represent a reasonable estimate of the amount of damages, considering all the circumstances existing on the franchise date, including: the relationship of the sums to the range of harm to County that reasonably could be anticipate; and anticipation that proof of actual damages would be costly or inconvenient. Therefore, Franchisee will pay any or all of the following liquidated damages as follows: (1) County shall provide notice to Franchisee of its intention to impose liquidated damages; (2) Franchisee shall have five (5) business days thereafter to meet and confer with County and to provide the basis for the alleged non-compliance; (3) If County elects to impose liquidated damages, County will provide Franchisee with notice of that determination; and (4) Franchisee will pay any liquidated damages imposed within seven (7) days of the date of County's notice. Events of default are not subject to the notice-and-confer requirements of this subsection, but of the

requirements under Section 13. County claims for liquidated damages must be made within ninety (90) days of the underlying event or the date upon which County became aware of, or should have reasonably become aware of, the underlying event.

Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each container order, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given day).

SECTION	FAILURE(s) Under cited sections	LIQUIDATED DAMAGES
4B; Through-out	Give County documentation to review or comment, or obtain any County approval, consent or other permission	\$300/day per occurrence or retraction / correction of misinformation
4C	≥ 2# / calendar month to timely return County calls or e-mails	\$500
4C	≥ 2 #/ year to meet timely with County	\$500
4G	Follow Unpermitted Waste Handling Protocol	\$500
9E, F	Allow County to inspect, audit or copy records	\$150
Exhibit 4A	Transport excess weight	\$1,500
Through-out	Submit complete and correct information or reports on time which is not cured within 5 days of County's request to complete or correct information following County's second or subsequent request, 1. quarterly 2. annual 3. AB 939, or 4. other	Until corrected or completed 1. \$200/day 2. \$300/day 3. \$150/day 4. \$100/day For example <ul style="list-style-type: none"> • A report is due on the first of the month. • Franchisee gives it to County on the 25th day of the preceding month. • The report is missing required information. • The report is not deemed submitted

		until Franchisee returns the report to the County with the missing information.
Any other breach	Failure to meet any obligation under this Agreement	\$50/day

By placing initials below at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions of the time that the Master Franchise and this Disposal Franchise was made.

Contractor

County

Initial Here: 

Initial Here: 

- E. **County's Reimbursement Costs.** Franchisee will pay County promptly within five (5) days of County's request, the County Reimbursement Costs relating to conducting a non-routine investigation of any established breach, and/or those costs incurred as a consequence of any breach.

- F. **Suspension or Termination of Agreement.** Together with any other rights that County may have under this Agreement, the County may suspend or terminate this Agreement, in whole or in part, in the following events:
 1. **Suspension:** In event of a default, immediately upon Notice or later date prescribed by County. The suspension will continue only until the following, whichever occurs first: Passage of forty-five (45) days following Notice; or before those forty-five (45) days have passed, if Franchisee demonstrates to County's satisfaction that Franchisee can once again fully perform its obligations under this Agreement.
 2. **Termination.** Upon the occurrence of an event of default (or period following the occurrence of the default specified by the County), and Notice to Franchisee under Attachment 13B, County may terminate one, two, or all three Service Franchises.

- G. **Waiver.** County's waiver of any specific breach is not a waiver of any other breach of that same provision. County's failure to enforce this Master Franchise is not a waiver of any breach.

H. Jurisdiction, Venue, Service of Process.

1. **Exclusive State Court Jurisdiction.** Parties will bring any lawsuits arising out of this Master Franchise in State courts, which will have exclusive jurisdiction over the lawsuits.
2. **Venue.** Venue is made in and will be performed in courts sitting in the County of Glenn.
3. **Location.** Parties will conduct any other hearing or action, regarding this Agreement, whether arbitration or non-judicial, in the County of Glenn.
4. **Service of Process.** Franchisee will accept service of process at the address where it receives Notices.

SECTION 15 – GENERAL PROVISIONS.

- A. Independent Status.** Franchisee and Subcontractors are independent entities and are not officers, agents, servants or employees of the County. This Master Franchise is between County and Franchisee and is not intended, and cannot be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between County and Franchisee, nor County and Subcontractors, including for purposes of Workers' Compensation. Franchisee is solely responsible for the acts and omissions of its officers, agents, employees and subcontractors.
- B. Notices.** When capitalized in this Agreement, "Notices" (or other variations thereof, such as "Notify) must: (1) Be in writing; (2) Be delivered by personal delivery (effective immediately), registered or certified mail, return receipt requested, (effective 3 days after mailing), or commercial delivery service that provides written receipt (effective on day of receipt); and (3) Be addressed as specified under Exhibit 15B (or to other address provided by a party, dated and acknowledged by the other party).
- C. Transfer of Master Franchise.**
1. **County Transfer.** County may Transfer this Master Franchise to the Glenn County Regional Waste Management Agency or other public entity succeeding to the major portion of County's solid waste management rights and obligations under this Agreement. County may Transfer this Master Franchise to anyone else if it determines that the transferee is financially capable of meeting County obligations under this Agreement.

2. **Franchisee Transfer.** Franchisee acknowledges that County entered into this Master Franchise for reasons including Franchisee's description in Franchisee's proposal of named individuals who will provide services under this Master Franchise (such as a resume or professional qualification) and therefore franchise services are personal in nature. Franchisee will not Transfer this Agreement, or any rights or duties under it, in whole or in part, whether voluntarily or involuntarily, without County's prior consent exercised in County's sole discretion.

"Transfer" means an action (or inaction) that has any of the following direct (or indirect) effects: (1) The effective control of any of the following has changed: franchisee; franchise services; this Master Franchise and the corresponding Service Contract; or assets used to provide franchise services (including subcontracting any part of franchise services without County consent) *unless* Franchisee proves to County's satisfaction that effective control has not changed more than 10% of effective control; (2) Ownership interest has changed, changing all or a portion of ownership interest (actual or constructive) of Franchisee (including buyout, merger, acquisition, consolidation, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation, unless Franchisee proves to satisfaction of County that ownership has changed less than 50%; but excluding change of control or ownership interest to a corporation that in which Waste Management, Inc. owns 100% of the shares); (3) The effective control or the ownership (actual or constructive) of assets used to provide franchise services has changed, *except* for sales or transfers to the Immediate Family or trust created primarily to benefit the Immediate Family; or (4) Someone other than Franchisee performs franchise services or assumes the obligation to provide franchise services (including substitution of someone else by a surety company providing a Payment and Performance Bond, contract assignment, transfer, conveyance, or sublease or licensing). For purposes of this definition, an action or inaction) includes any or all of the following: assignment by operation of law, such as insolvency or bankruptcy; making assignment for the benefit of creditors; or writ of attachment of an execution, or appointment of a receiver taking possession of any of Franchisee's tangible or intangible property.

"Ownership" means the state or fact of being the direct or indirect, actual or constructive owner of property, such as a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation or corporations.

"Immediate Family" means any or all of the following individuals having a shareholder or other equity interest in Franchisee: parent; grandparents; siblings; children; and grandchildren of any owner in whole or in part of the Franchisee.

Any Transfer or attempted Transfer of this Master Franchise by Franchisee or any rights and duties under it, made without County consent, is null and void at County option.

3. **Payment of County Transfer Costs.** Franchisee must request County's consent in the manner prescribed by County. Franchisee will pay County a Transfer Deposit before County is obligated to consider Franchisee's request. County will return to Franchisee any amount of Transfer Deposit greater than the Transfer Costs that County incurred. Within thirty (30) days of County request, Franchisee will further pay County the County's additional Transfer Costs greater than the Transfer Deposit, whether County consents to the Transfer. Within thirty (30) days of County request Franchisee will pay County the County's Reimbursement Costs for fees and investigation costs that County deems necessary to enjoin the Transfer or to otherwise enforce this provision.

"Transfer Deposit" means County Reimbursement Costs for considering and reviewing Franchisee request for transfer, investigating the suitability of the transferee, or determining whether or not to give consent to the transfer, including fees of consultants and attorneys necessary to analyze the application and to prepare the documents to effectuate the Transfer as well as County staff costs.

D. Amendments.

1. **Changes to Documentation.** County Representative may make changes to the types of documentation that Franchisee gives to County under this Agreement, such as updating identified key personnel, or improving the Unpermitted Waste Handling Protocol.
2. **Mutual Consent.** Following mutual consent, County Director of Public Works and Franchisee may make changes to the Franchisee's obligations under this Master Franchise that do not result in a service fee adjustment or those immaterial changes in franchise services (such as changing the date that a report is due).
3. **Amendments.** The following changes in this Master Franchise are effective only upon approval and execution of a written amendment to this Master Franchise by the County Board of Supervisors, including any warranties by the parties: (1) Changes in franchise services that result in a service fee adjustment; and (2) Material changes in franchise services such as changes to County remedies for contract breach; or the definition of "Events of Default" or "uncontrollable circumstances".

E. Representatives.

1. **County Representative.** County delegates to County Representative the authority to administer this Agreement and to exercise County rights, remedies and options under this Master Franchise except with respect to extending the term or the Agreement; suspending or terminating the agreement; approving or disapproving Transfer of this Agreement; or exercising any delegation of authority contrary to law.

"County Representative" means the Public Works Director, or designee, and someone else named in County's Notice to Franchisee.

2. **Franchisee Representative.** Franchisee delegates authority to administer this Master Franchise to Franchisee Representative. Franchisee Representative must have at least 5 years' experience in solid waste management services prior to being named Franchisee Representative.

"Franchisee Representative" means the individual named under Attachment 4E Key Personnel.

SECTION 16 – DEFINITIONS AND INTERPRETATION OF AGREEMENT.

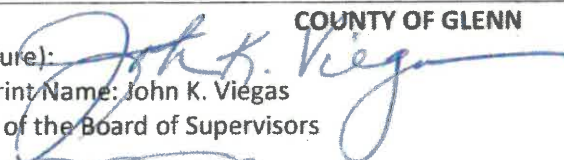

- A. **Inconsistencies.** If any provision of this Master Franchise from Section 1 through the signature page is inconsistent or conflicts with any Attachment or Exhibit (other than Attachment 3A), then the provision in this Master Franchise will govern unless the County determines that is contrary to the public interest.
- B. **Integration.** This Master Franchise contains the entire agreement between the parties and all their rights and responsibilities under this Agreement, except with respect to incorporation of law by reference. This Master Franchise completely and fully supersedes all prior oral and written understandings and agreements between the parties with respect to those rights and responsibilities, such as the County's Request for Proposals, Franchisee's proposal and correspondence exchanged between them during the procurement of this Master Franchise.
- C. **Governing Law.** This Master Franchise is governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to the State's principles of conflicts of laws.



- D. **Severability.** If any provision of this Master Franchise is ruled illegal, invalid, nonbinding, or unenforceable by any court of competent jurisdiction, it will be severed from this Master Franchise and this Master Franchise will be construed as if it did not exist.
- E. **Interpretation.** This Master Franchise will be interpreted and construed neither for, nor against, either party, regardless of the degree to which either party participated in its drafting. Franchisee acknowledges that it determined to provide franchise services and to enter into this Master Franchise upon its own choice and initiative. Each party represents and warrants that it and its counsel have reviewed this Agreement.

SECTION 17 – EXECUTION OF AGREEMENT.

- A. **Execution in Counterparts.** The Parties may sign any number of original counterparts of this Agreement. Counterparts constitute one and the same agreement.
- B. **Authority to Execute.** Each party respectively warrants that it has duly authorized the individual below to sign this Master Franchise on its behalf and that individual has the full right, power, and authority to bind its related party to this Agreement.

IN WITNESS WHEREOF, by due authorization and direction of its County Board of Supervisors, the Chairman of the Board has signed this Master Franchise as of the franchise date. By due authorization and direction, Franchisee's officers have signed this Agreement, as of the franchise date.

	COUNTY OF GLENN
By (signature):	
Type or Print Name: John K. Viegas Chairman of the Board of Supervisors	
ATTEST:	
Type or Print Name: Di Aulabaugh Clerk of the Board	

	FRANCHISEE
By (signature): (Name of Officer):	
Type or Print Name: Barry Skolnick, President	
ATTEST:	
Type or Print Name: David Stratton	

THIRD PARTY BENEFICIARIES.

Intent. County and Franchisee intend to make the Cities of Orland and Willows ("Cities") the third-party beneficiaries of this Master Franchise with respect to the Cities' Collection Franchises. The Cities intend to be third-party beneficiaries with respect to their Collection Franchises.

The County, Franchisee, City of Orland, and City of Willows evidence their intent by their signatures below.

Mutual Benefit. By making the Cities third party beneficiaries of this Master Franchise, the County benefits by procuring lower franchise service costs for County's residents and businesses. The Franchisee benefits by securing greater revenues from the collective franchises.

County procured this franchise in conjunction with the Cities of Orland and Willows, California, to create an incentive for solid waste management businesses to submit proposals to provide franchise services.

- (1) By combining the County's and Cities' populations, potential customers and services, the value of the aggregate franchises is greater than the value of any one franchise, which makes the franchises a more attractive business enterprise.
- (2) The combination also creates economies of scale which reduce the franchisee's cost of providing service.

Greater competition for the franchises and lower costs to provide franchise services reduce the unit cost of franchise services correspondingly lowers costs of subscribing to services.



By agreeing to be third party beneficiaries of this Master Franchise, the Cities of Orland and Willows also benefit by procuring lower franchise service costs for their residents and businesses.



Further Benefits. The County and Franchisee made the Cities third party beneficiaries of this Master Franchise instead of Franchisee and each City being a party to this Master Franchise to facilitate the procurement of franchise services. The County and Cities are members of the Waste Management Regional Agency, a joint powers agency under CA law. The County and Cities have limited financial and staff resources. The County provides administrative support to the Agency. Similarly, the County supported the Cities by developing the documentation for this procurement, including this Master Franchise and the forms of Collection Franchises. Cities' focused their limited money and time primarily on tailoring the franchise service programs for their jurisdiction. County's support minimized aggregate procurement costs of County and Cities, prevented redundant efforts and costs, and achieved substantial uniformity of contract terms.

Enforcement. Franchisee acknowledges that California Civil Code 1559 applies to this Master Franchise: A contract, made expressly for the benefit of a third person, may be enforced by him at any time before the parties thereto rescind it. Either City may exercise its rights to enforce this Master Franchise under this Master Franchise and its Collection Contract, and under law.

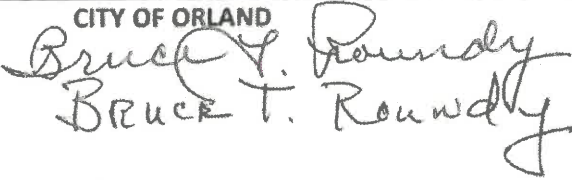
Furthermore, Consistent with Judicial Council of California Civil Jury Instructions, CACI No.301, the Cities are not party to the Master Franchise. However, they may be entitled to damages for breach of contract if they prove that County and Franchisee intended for them to benefit from the Master Franchise. The signatures of the County and Franchisee below prove that the County and Franchisee intended that the Cities benefit from the Master Franchise.

County is not obligated to enforce Cities' rights under this Master Franchise. However, upon request of a City, in County's sole discretion, County can sue for specific performance of Franchisee's obligations to the Cities, to the extent provided by law and under this Master Franchise with respect to specific performance.

	COUNTY OF GLENN
By (signature): 	
Type or Print Name: John K. Viegas Chairman of the Board of Supervisors	
ATTEST: 	
Type or Print Name: Di Aulabaugh County Clerk of the Board	


	FRANCHISEE
By (signature): 	
(Name of Officer): Type or Print Name: Barry Skolnick, President	
ATTEST: 	
Type or Print Name: Secretary David Stratton	

CITY OF ORLAND

By (signature): 
Type or Print Name: BRUCE T. Roundy
Chair of the City Council

ATTEST:
Type or Print Name: Janet Wackerman
City Clerk

CITY OF WILLOWS

By (signature): 
Type or Print Name: Kerri Wallen
Chair of the City Council Mayor City of Willows

ATTEST:
Type or Print Name: Tara Rustenhaven
City Clerk

ATTACHMENT 4E - Key Personnel

Franchisee Representative

Name	Diana Ramirez
Telephone number	530-720-0890
e-mail address	Dramir13@wm.com
Mailing address	3281 Hwy 99 W, Corning, CA 96021
Franchisee office address	Same

Individual in Franchisee's financial accounting department responsible for submitting reports to County with respect to FRANCHISE FEES

Name	
Telephone number	
e-mail address	
Mailing address	
Franchisee office address	

Acknowledgment: Franchisee has submitted, and County has received, this list of Key Personnel as of the later of the following dates:

1. The Franchise Date, evidenced by each of their signatures on the Agreement, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative:
Signature 
Typed or Printed Name John H. Viegas
Date 12/17/19

Franchisee Representative
Signature
Typed or Printed Name
Date

ATTACHMENT 8B - Service Fee Adjustments

The service fee includes all Franchisee's costs of providing franchise services, such as labor, fuel, capital depreciation, maintenance, tipping fees and the franchise fee.

- A. **Annual Adjustments.** The service fee may be adjusted (increased or decreased) effective each January 1, under this Subsection and the Service Franchises if the Franchisee submits its calculations of the adjustment by no later than November 1st for County/City review, County/City verifies the calculations, and Board of Supervisors/City Council approves the adjustment. Approval of the proposed adjustment shall not be unreasonably withheld by the County/City. The service fee may only be increased if Franchisee is not in default of this agreement. The total CPI adjustment for a particular agreement, whether upward or downward, may not exceed 5% in any one calendar year (January 1 – December 31). If any index is discontinued or revised, County/City and Franchisee will substitute another index that they agree to be comparable. The service fee will be adjusted for changes under the Service Franchises. Indices referenced in the Service Franchises include the following:

"CPI" means the most recent Consumer Price Index / Urban Consumers – Western States (1982-1989 =100) published by the Bureau of Labor Statistics at the time of service fee adjustment.

"DOE CNG" means the Nationwide Average Price for Fuel – Compressed Natural Gas Average Prices by Region from Clean Cities Sources, published quarterly in Energy Efficiency and Renewable Energy/Clean Cities Alternative Fuel Price Report from the United States Department of Energy website, or if that is permanently discontinued, another CNG price published by a state or the federal government selected by the Director. http://www.eere.energy.gov/afdc/price_report.htm

"EIA LNG" means the average for fuel – Product / All Types for Area / California (Period: Annual) price published monthly in the Official Energy Statistics from the United States Energy Information Administration website, or if that is permanently discontinued, another CNG price published by a state or the federal government selected by the Director. http://tonto.eia.doe.gov/dnav/ng/ng_pri_sum_dcu_SCA_m.htm

"Change in law" means any or all of the following:

1. The adoption, promulgation, modification, or change in law (including County/City's change in or addition of franchisee fees) or in judicial or

- administrative interpretation of the law occurring after the date this agreement is first executed by a party);
2. Any order or judgment of any regulatory authority issued after the date this agreement is first executed by a party if the order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the party relying thereon, or anyone for whom that party is directly responsible; and the party relying on the order or judgment makes reasonable business efforts to contest that order or judgment, unless the other party excuses it from contest; or
 3. A regulatory authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the franchise date; or
 4. A regulatory authority fails to issue or renew permit or suspends, interrupts or terminates any permit after the franchise date and the regulatory authority's actions is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or anyone for whom that party is directly responsible.

B. Adjustment Process

1. **Adjustment Requests, Review, Consent.** Upon either Party's request for adjustment in the service fee, the Parties will follow the following protocol. Examples of request include: Franchisee's request for an increase in service fees following County/City's change in scope of services, such as a adding a new program mandated by CalRecycle which is required by law or County/City's request for an annual adjustment, Changes in Law, and changes in applicable third-party fees.

RATE ADJUSTMENT PROTOCOL		
County/City	Franchisee	Response Time (or longer period reasonably required)
<p>(1) County/City Request- Request information from Franchisee or its affiliates related to adjustment of the service fee.</p>	<p>(1) Response. Give County/City any information from Franchisee or its affiliates related to adjustment of the service fee.</p> <p>(2) Franchisee Proposal. Request County/City to adjust service fee. Request must be received by no later than November 1st of the year in which the request is made.</p> <p>Franchisee will attach the following information in any request it might have for adjustment of the service fee:</p>	<p>(1) Response. 15 business days.</p> <p>(2) N/A</p>

	<ul style="list-style-type: none"> • The amount of the requested adjustment, • The change in law or franchise service specifications and Franchisee's direct cost of providing new or different franchise service, and the consequent change in Operations Portion of the service fee. • Franchisee's calculations to support its request, and • All financial and other records related to its request. 	
<p>Additional Information. County/City request for any additional information from Franchisee or Franchisee's affiliates related to adjustment of the service fee.</p>	<p>Response. Franchisee gives County/City requested information.</p>	10 business days.
<p>Review and Determination. After County/City review and audit of the requested information, and upon approval of the Board of Supervisors/City Council which shall not be unreasonably withheld, County/City may adjust the service fee as of January 1, subject to Franchisee dispute under this Section, below.</p>	<p>(1) Provide Services. Franchisee provides franchise services at service fee consistent with County/City response; or</p> <p>(2) Dispute Determination. Franchisee requests dispute resolution.</p>	N/A
DISPUTES		
<p>Independent MSW Expert.</p> <p>(1) County/City and Franchisee prepare a separate list of 5 independent persons having experience in Solid Waste, recycling and construction and demolition debris collection, as applicable in the parties' dispute, in numerical order with the first preference at the top, and exchange and compare lists. The expert ranking highest on the 2 lists by having the lowest total rank order position on the 2 lists will be the Independent MSW Expert.</p> <p>(2) In case of a tie in scores, the expert having the smallest difference between the rankings of the 2 parties will be selected; other ties will be determined by a coin toss.</p> <p>(3) If no expert appears on both lists, this procedure will be repeated.</p>	<p>(1) 5 days</p> <p>(2) 3 days</p> <p>(3) Same as (1)</p>	

<p>(4) If selection is not completed after the exchange of 2 lists or 10 days, whichever comes first, then each Party will select one expert having experience described above.</p> <p>(5) The County/City choice and Franchisee choice will together select an Independent Expert.</p>	<p>(4) 10 days</p> <p>(5) 10 days</p>
<p>Information Exchange.</p> <p>(1) County/City and Franchisee will forward information provided during prior rate adjustment protocol.</p> <p>(2) Independent MSW Expert asks for additional information or documentation.</p> <p>(3) Parties give Independent Expert requested items and simultaneously give other the party a copy. Information or documentation that either sends to the Expert absent request they will simultaneously give the other party a copy.</p>	<p>(1) 3 days</p> <p>(2) 5 days</p> <p>(3) 10 days</p>
<p>Determination of Service Fee Adjustment. The intent of a service fee adjustment is to compensate Franchisee to the extent events beyond Franchisee's reasonable control increase its costs or reduce revenue. The Independent MSW Expert will make its determination of the service fee adjustment (if any) based on the parties' submissions, the provisions of this Agreement, its experience with similar services and disputes, and other factual determinations it may make regarding the dispute. A rate adjustment should reflect considerations including any increase (or decrease) in Franchisee's:</p> <ul style="list-style-type: none"> • Capital investments (such as additional trucks or containers, recyclables processing equipment, landfill construction), and • Labor costs (such as more drivers, recyclables pickers or landfill employees / slower recyclables sorting, longer shifts) and other costs. • Franchisee's revenue. <p>(1) Binding. Determinations that do not involve a service fee adjustment will be binding.</p> <p>(2) Non-Binding. Determinations that involve a service fee adjustment will be non-binding</p>	<p>15 days</p>

2. **Calculations.** All calculations are rounded to the nearest 1/100th decimal place (for example, 101.9656% to 101.97%, or 101.9637% to 101.96). The decimal 5 is rounded down (for example, 101.965% to 101.96%). Adjustments to the service fee are rounded to the nearest penny (for example, \$25.34).
3. **Changes to Dispute Resolution Protocol.** County/City and Franchisee may revise the protocol and/or any response times contained therein, upon agreement of the parties. The existing service fee limit will remain in effect until parties resolve the dispute.

ATTACHMENT 12A - INSURANCE - Coverage Requirements

- A. **County Counsel Approval.** Franchisee will give County Counsel or other individuals named by the County certificates of insurance and corresponding endorsements for approval.
- B. **Filing with the Public Works Director.** Franchisee will file certificates with the Public Works Director annually, or whenever they change or are renewed.
- C. **County Board.** The County Board may require a policy change. Should the change increase Franchisee's insurance premium the service fee will be adjusted if Franchisee demonstrates to County's satisfaction, that the increase is due to changes in the market and not the adverse claim record of Franchisee.
- D. **Coverage Requirements.** Without limiting its Indemnities, Franchisee will carry (obtain and maintain) insurance coverage meeting the requirements in this Exhibit or under law, whichever is greater. Franchisee may use a combination of primary and excess insurance coverage to satisfy these requirements, but excess policies must provide coverage as broad ("follow form" over) the underlying primary policies. Franchisee will procure the following insurance unless it is self-insured under Section 12A. Franchisee will ensure each subcontractor provides evidence that subcontractor is maintaining insurance required by this Section protecting Franchisee and County interests against liabilities caused by the acts, errors or omissions of the subcontractor, or the subcontractor is maintaining that insurance itself. In the case where subcontractor does not provide adequate coverage and limits, Franchisee will provide required coverage and limits.
 1. **General Liability Insurance** written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with combined single limit of not less than \$5 million per occurrence, including but not limited to:
 - a. Broad Form Property Damage.
 - b. Contractual Liability coverage for Insured Contracts by endorsement, schedule or other documentation, if necessary, to provide coverage
 - c. Premises and Operations
 - d. Products/Completion Operations Aggregate
 - e. Personal and Advertising Injury (\$5 million arising out of any one accident or occurrence).
 2. **Pollution Legal Liability Coverage** with a limit of not less than \$5 million per occurrence covering loss (including cleanup costs) that Franchisee becomes legally obligated to pay

as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws or incurred by federal, state, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste).

"Pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

The liability coverage for pollution must provide contractual liability coverage for insured contracts.

3. **Automobile Liability Coverage** written on ISO policy forms CA 00 12 or CA 00 20 (or their equivalent) (occurrence) with a combined limit of liability not less than \$5 million for each accident, endorsed to delete the pollution exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, and covering all vehicles (any auto): owned, non-owned or hired autos. If Franchisee is subject to federal regulations, Franchisee also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.
 4. **Workers' Compensation and Employers' Liability** Workers' compensation benefits required by the California Labor Code or by any other state labor law, and for which Franchisee is responsible, and Employers' Liability coverage with limits of not less than the following: (a) Each accident - \$1 million; (b) Disease - policy limit - \$1 million; and, Disease - each employee - \$1 million.
- E. **Insurer Qualifications.** Franchisee will secure insurance provided by an insurer that is an admitted company in California and has a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- F. **Evidence of Coverage.**
1. **Provision.** Franchisee will provide copies of certificates with appropriate endorsements

with respect to Franchisee requested by and acceptable to County on or before the franchise date, as soon as practicable after policy's renewal, and within 10 County business days of County request. Neither County failure to obtain an insurance certificate or to object to a non-complying insurance certificate or endorsement or any other insurance documentation or information provided by Franchisee, Franchisee insurance broker(s) and/or insurer(s), can be construed as a waiver of any obligation under this attachment.

2. **Compliance with Terms of Insurance.** Franchisee must comply with all terms of insurance and insurers.
3. **Documentation.** Franchisee will give County the documentation required in this Attachment, including: Certificates of Insurance with evidence of insurer's qualifications; Endorsements; and Signature verification. Franchisee will ensure each subcontractor performing collection by providing evidence that either: franchisee is maintaining insurance required by this Section protecting Franchisee and County interests against liabilities caused by the acts, errors or omissions of the Subcontractor, or the subcontractor is maintaining that insurance itself.

ATTACHMENT 12-#1 - Certificates of Insurance

Franchisee will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to Franchisee. Franchisee is responsible for obtaining certificates (or other evidence of coverage) from all subcontractors.

- A. Each certificate shall explicitly identify this Master Franchise (i.e. under description of operations) and if necessary, to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement. (If Franchisee's direct or indirect parent is the named insured, the COI must state that Franchisee is also a named insured under all listed policies except for pollution legal liability where coverage applies to all sites owned or operated by the parent named insured);
- B. Specifically identify this Master Franchise by name or number;
- C. Name the insured party that matches the name of Franchisee executing this Agreement. If Franchisee's direct (or indirect) parent is the named insured, the COI must state that Franchisee is also a named insured under all listed policies except for pollution legal liability where the coverage applies to all sites owned or operated by the parent named insured;
- D. Provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number;
- E. Explicitly reference each type and corresponding limit of coverage required under this Agreement, together with the policy number, effective date, expiration date, and identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);
- F. County must be given written Notice by mail at least 10 days in advance of cancellation, modification or reduction of limits (including with respect to cancellation for nonpayment of premium) for all policies evidenced on the certificate of insurance. Franchisee will be responsible for such notification;
- G. Any deductibles or self-insured retentions shall be for the account of the Franchisee's parent

and/or Franchisee and shall be paid by them without contribution from the County. Policies must not obligate County to pay any part of any deductible or SIR. If anyone makes a claim against Franchisee exceeding the amount of any deductibles or self-insured reserves, Franchisee will inform the insurer within the time required under the policy;

- H. If any insurance coverage is written on a claims-made form (such as pollution liability), evidencing that the "retro date" is before the franchise date. Franchisee must maintain that coverage for at least 5 years after the expiration or termination of this Agreement. Within 5 days of upon County request, Franchisee must provide County with evidence of that coverage. FRANCHISEE'S OBLIGATION SURVIVES THE FRANCHISE TERM; and

[APPEND COIs AND EVIDENCE OF INSURER'S QUALIFICATIONS TO THIS ATTACHMENT.]

ATTACHMENT 12-#2 - Endorsements

Franchisee will give County copies of the following endorsements (or with respect to "additional insured" evidence of blanket or contractual additional insured status) or other documentation with respect to Franchisee satisfactory to County, including the following:

- A. Additional insured endorsement to each liability policy (except workers' compensation and employers' liability), explicitly adding County Insureds as additional insureds (coverage must not contain any special limitations on the scope of protection of County Insureds; the endorsement may be an automatic additional insured endorsement if it meets these requirements);
- B. Waiver of subrogation necessary to effect Franchisee waiver of its and its insurer(s)' rights of recovery against County under all insurance, to the fullest extent permitted by law;
- C. Insurance is excess or primary and not contributing with any other insurance or self-insurance programs maintained by County Insureds;
- D. The full policy limits and scope of protection applies to each of County Insureds, even if those limits or scope exceed the minimum required insurance specifications in this Agreement; subject to the terms and condition of this contract, including indemnity obligations, but in no way beyond what is legally required.
- E. Clearly evidence that all liability policies provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured-versus-insured exclusions or limitations;
- F. Any failure to comply with reporting provisions of policies will not affect indemnification provided to County Insureds by the Franchisee or subcontractors; and
- G. Pollution Endorsement to Automobile Liability, or equivalent, must remove any pollution and from the policy.

"County Insureds" include the following individuals or entities related to the County and who have interest in this contract: the County's officers, officials, employees, consultants, agents, assigns, and volunteers.

ATTACHMENT 12-#3 - Schedules or Broker's Letter.

Franchisee must provide schedules or other evidence (such as written confirmation of Franchisee's broker) that policies comply with this Agreement, including:

- A. Coverage will contain no special limitations on the scope of protection afforded to County as additional Insureds;
- B. Liability policies of Franchisee provide contractual liability coverage for Indemnities, such as listing this Agreements an "insured contract"; and
- C. Any failure to comply with reporting provisions of policies will not affect coverage provided to County Insureds.

[ATTACH SCHEDULES OR BROKER'S LETTERS TO THIS EXHIBIT.]

ATTACHMENT 12-#4 - Signature Verification

Upon County request, Franchisee must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of Franchisee is authorized to do so and identifies his or her company affiliation and title

ATTACHMENT 12B – Payment and Performance Bonds

- A. Stated Amount.** Franchisee will provide County with Payment and Performance Bonds for the Stated Amount. During the first franchise year the “Stated Amount” is listed in each Service Franchise.

- B. Term.** The term of the Payment and Performance Bonds must be either the same as the franchise term plus 180 days, or renewable annually or at other period up to the franchise term plus 180 days.

Franchisee may substitute another payment and Payment and Performance Bond acceptable to County.

[ATTACH PERFORMANCE BOND TO THIS EXHIBIT.]

ATTACHMENT 12 -

ATTACHMENT 13B - Events of Default

EVENT OF DEFAULT		TERMINATION DATE (# days following County Notice to Franchisee of default)
(1) Uncured breach	<p>Unless due to uncontrollable circumstances-</p> <p>(1) Franchisee does not cure any warranty, or breach of, this Master Franchise or any Service Franchise other than breaches listed as specific defaults in this table, within 30 days after County Notice of that breach, or</p>	30 days
(2) Payments to County	<p>Franchisee does not fully and timely pay County any amounts under this Master Franchise (payment of franchise fees and liquidated damages):</p> <p>(1) More than twice in any year;</p> <p>(2) Within 30 days of dated correspondence from the County stating that payment is due; or</p> <p>(3) With respect to payment of a shortfall in franchise fees, within 30 days of dated correspondence from the County identifying the shortfall.</p>	30 days
(3) Repeated violation of law	<p>(1) Franchisee does not remedy a material violation of law, directly related to performance under this agreement, to the satisfaction of the applicable regulatory authority (including County when acting as a regulatory authority), within 30 days of the regulatory authority's notice, assessment, or determination of that violation. The County in its sole discretion shall determine materiality.</p> <p>(2) If Franchisee is entitled to and does contest a notice, assessment, or determination of a violation by proceedings conducted in good faith, no default is deemed to have occurred until a final decision adverse to Franchisee is entered.</p> <p>"Violation" means any written notice, assessment or determination of non-compliance with law from any regulatory authority to Franchisee, whether or not a fine or penalty is included, assessed, levied or attached.</p>	Immediately
(4) Failure to meet insurance	Franchisee does not meet its obligations with respect to insurance	Immediate

(5) Default under the Guaranty	Guarantor defaults under the Guaranty.	Immediately
(8) Insolvency or bankruptcy	<p>(1) Franchisee becomes insolvent or files a voluntary petition to declare bankruptcy;</p> <p>(2) a receiver or trust is appointed for Franchisee; or</p> <p>(3) Franchisee executes an assignment for the benefit of creditors.</p> <p>Franchisee is deemed to be "insolvent" if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether Franchisee has committed an act of bankruptcy and whether Franchisee is insolvent within the meaning of the federal bankruptcy law or not.</p>	Immediately
(8) Fraud, misrepresentation or breach of warranties	<p>During the procurement of this Master Franchise or after the date of this Agreement, Franchisee does any of the following with respect to this Master Franchise or the County:</p> <ol style="list-style-type: none"> 1. Committed (or commits or attempts to commit) any fraud or deceit; 2. Made (or makes) any intentional or material misrepresentations; or 3. Made or (or makes) any false or misleading statement, representation, or warranty. 	30 days

"Uncontrollable circumstances" means any of the following events:

1. Riots, war, or emergency affecting the County declared by the President of the United States, Congress of the United States, the Governor of California, or the County Board;
2. Sabotage, civil disturbance, insurrection, explosion;
3. Natural disasters such as floods, earthquakes, landslides and fires that are not reasonably anticipated weather conditions in the County;
4. A change in law except, in the context of a County-claimed uncontrollable circumstance, for a change in law that meets both of the following conditions:
 - a. It is enacted by County (including County's change in franchisee fees), and
 - b. County is not required to enact it to comply with federal or State law; or
 - c. The failure of any public or private utility provider to provide water or electricity to the Franchisee office or maintenance facility.

ATTACHMENT 15B - Notices: Address

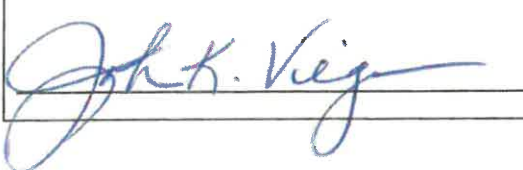
Franchisee	USA Waste of California, Inc.
Name	President
Phone Number	
e-mail Address	
Mailing Address	100 Vassar Street, Reno, NV 89502
Physical Address	100 Vassar Street, Reno, VN 89502

With a required copy to: Waste Management
Attn. Legal Counsel
222 South Mill Avenue, Suite 333
Tempe, AZ 85281

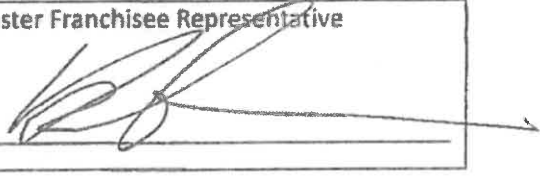
Acknowledgment: Franchisee has submitted, and County has received, this list of Key Personnel as of the later of the following dates:

1. The franchise date, evidenced by each of their signatures on the Contract, or
2. With respect to subsequent changes, the following date, as evidenced by their following signatures.

Date: 12/17/19

County Representative:


Master Franchisee Representative

A handwritten signature in black ink is written over a horizontal line. The signature is cursive and stylized, with a long horizontal stroke extending to the right, ending in an arrowhead. The signature is contained within a rectangular box.

Item 7.4

Fiscal Year 2023 Franchise Fees	
Receipt Amount	Payment Month
\$17,477.78	FRANCHISE FEES JUN
\$40,846.00	FRANCHISE FEES JUL
\$26,202.54	FRANCHISE FEES AUG
\$18,903.42	FRANCHISE FEES SEP
\$39,019.01	FRANCHISE FEES OCT
\$23,832.79	FRANCHISE FEES NOV
\$17,958.94	FRANCHISE FEES DEC
\$39,941.04	FRANCHISE FEES JAN
\$23,298.90	FRANCHISE FEES FEB
\$22,172.02	FRANCHISE FEES MAR
\$38,435.72	FRANCHISE FEES APR
\$24,604.20	FRANCHISE FEES MAY
\$ 332,692.36	

All Glenn County Franchise Fees were paid to the General Fund and in Fiscal Year 2023 and transferred back into the Solid Waste fund. Franchise Fees - "Franchise fee" means the fee or assessment to be paid to a Collection Franchisor pursuant to its Collection Franchise with Franchisee, which, among other things, is intended to offset the County's expenses in administering this Master Franchise (including the Collection, Transport and Disposal Franchises), to fund other waste management activities, for Contractor's use of public rights of way granted by this Master Franchise, and to compensate the County for damages to its roads, curbs, sidewalks and other infrastructure resulting from Contractor's exercise of its rights under the exclusive Franchise.

Sacramento Recycling and Transfer Station SOTA (State Of The Art) project update.

Shutdown date is estimated to dates change below. These dates are tentative. All processors and 3rd party transportation are being notified of changes below.

Project Key Dates

Project start date: 11/13/2023

Last date SRTS will receive recycling for processing: 11/10/2023

Materials diversion to commence: 11/13/2023

Material to resume processing at SRTS: 06/17/2024 (in sequence TBD)

Estimated date to resume normal operations: 07/08/2024