

Dianne Martinez, **WMA President**
City of Emeryville, WMA, EC

Bob Carling, **WMA 1st Vice President**
City of Livermore, WMA, EC

Jaime Patiño, **WMA 2nd Vice President**
City of Union City, WMA, EC

Jack Balch, **EC President**
City of Pleasanton, WMA, EC

Preston Jordan, **EC 1st Vice President**
City of Albany, WMA, EC

David Haubert, **EC 2nd Vice President**
County of Alameda, WMA, EC

Trish Herrera Spencer, City of Alameda, WMA, EC

Susan Wengraf, City of Berkeley, WMA, EC

Dave Sadoff, Castro Valley Sanitary District, WMA

Melissa Hernandez, City of Dublin, WMA, EC

Jenny Kassan, City of Fremont, WMA, EC

Francisco Zermeño, City of Hayward, WMA, EC

Michael Hannon, City of Newark, WMA, EC

Dan Kalb, City of Oakland, WMA, EC

Shelia Young, Oro Loma Sanitary District, WMA

Jen Cavanaugh, City of Piedmont, WMA, EC

Deborah Cox, City of San Leandro, WMA, EC

Timothy Burroughs, Executive Director

**MEETING OF THE
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
(WMA) BOARD
AND
THE ENERGY COUNCIL (EC)**

September 28, 2022

3:00 P.M.

TELECONFERENCE MEETING

Teleconference/Public Participation Information to Mitigate the Spread of COVID-19

This meeting will be held entirely by teleconference. All Board members, staff, and the public will only participate via the Zoom platform using the process described below. The meeting is being conducted in compliance with the Brown Act, which was amended by AB 361, suspending certain teleconference rules due to the ongoing state of emergency and state and local health officials recommendations to maintain social distancing. The purpose of these amendments was to provide the safest environment for the public, elected officials, and staff while allowing for continued operation of the government and public participation during the COVID-19 pandemic.

Members of the public may attend and participate in the meeting by:

1. Calling US: +1 669 900 6833 and using the webinar id 885 0765 2081
2. Using the [Zoom](#) website or App and entering meeting code 885 0765 2081

Board members and any other individuals scheduled to speak at the meeting will be sent a unique link via email to access the meeting as a panelist. All Board members MUST use their unique link to attend the meeting. During the meeting the chair will explain the process for members of the public to be recognized to offer public comment. Public comment is generally limited to three minutes per person for each agenda item. The process will be described on the StopWaste website at <http://www.stopwaste.org/virtual-meetings> no later than noon Wednesday, September 28, 2022. The public may also comment by sending an e-mail to publiccomment@stopwaste.org. Written public comment will be accepted until 3:00 p.m. on the day prior to the scheduled meeting. Copies of all written comments submitted by the deadline above will be provided to each Board Member and will be added to the official record. Comments will not be read into the record.

In accordance with the Americans with Disabilities Act and Brown Act, if you need assistance to participate in this meeting due to a disability, please contact the Clerk of the Board at (510) 891-6517. Notification 24 hours prior to the meeting will enable the agency to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

I. CALL TO ORDER

II. ROLL CALL OF ATTENDANCE

III. ANNOUNCEMENTS BY PRESIDENTS - *(Members are asked to please advise the Board or the Council if you might need to leave before action items are completed.)*

IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR

An opportunity is provided for any member of the public wishing to speak on any matter within the jurisdiction of the Boards or Council, but not listed on the agenda.

V. CONSENT CALENDAR - The Consent Calendar contains routine items of business. Items in this section will be acted on in one motion for both the WMA and EC, unless removed by a member of either Board. Members of the WMA who are not members of the EC will vote as part of the Consent Calendar vote, but their votes will not be considered in connection with any EC items.

Page

1 1. Approval of the Draft WMA & EC Minutes of July 27, 2022

5 2. Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361
Adopt Resolution WMA# 2022-12.

9 3. Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361
Adopt Resolution EC# 2022-11.

VI. REGULAR CALENDAR

13 1. Amendment to the Alameda County Integrated Waste Management Plan (ColWMP) for Vasco Road Landfill Expansion (Emily Alvarez)

Staff, the Recycling Board (as the LTF), and the Planning Committee of the WMA recommend to the WMA Board that it hold a public hearing at the September 28, 2022 meeting and adopt a resolution to:

- (1) Amend the ColWMP (Exhibit 1) to modify the Vasco Road Landfill description, and make additional changes for consistency;
- (2) Find that the Vasco Road Landfill Expansion conforms to the ColWMP as amended; and
- (3) Make the findings required by CEQA.

31 2. Review of Waste Management Authority General Counsel Contract (Timothy Burroughs)
Staff recommends that the Board review the Shute Mihaly & Weinberger (SMW) contract and provide any comments or questions. Staff also recommends that the Board conduct a similar review of the SMW contract every five years, with the next review occurring by the end of 2027.

3. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Arliss Dunn)
(The Planning Committee/Recycling Board meeting on Thursday, October 13, 2022 at 4:00 p.m. The meeting will be held via teleconference)

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

VIII. ADJOURNMENT – to October 26, 2022 at 3:00 P.M.

DRAFT

**MINUTES OF MEETING OF THE
ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY (WMA) BOARD
AND
ENERGY COUNCIL (EC)**

Wednesday, July 27, 2022

3:00 P.M.

TELECONFERENCE MEETING

I. CALL TO ORDER

President Martinez called the meeting to order at 3:00 p.m. Timothy Burroughs explained the process that would be utilized during the meeting. A link to the process is available here: [Virtual-Meetings- Instructions](#)

II. ROLL CALL OF ATTENDANCE

WMA, EC & RB

County of Alameda	David Haubert, WMA, EC
City of Alameda	Trish Herrera Spencer, WMA, EC
City of Albany	Preston Jordan, WMA, EC
City of Berkeley	Susan Wengraf, WMA, EC
Castro Valley Sanitary District	Dave Sadoff, WMA
City of Dublin	Melissa Hernandez, WMA, EC
City of Emeryville	Dianne Martinez, WMA, EC (President)
City of Fremont	Jenny Kassan, WMA, EC
City of Hayward	Francisco Zermeño, WMA, EC
City of Livermore	Bob Carling, WMA, EC
City of Newark	Mike Hannon, WMA, EC
City of Oakland	Dan Kalb, WMA, EC
Oro Loma Sanitary District	Shelia Young, WMA
City of Piedmont	Jen Cavanaugh, WMA, EC
City of Pleasanton	Jack Balch, WMA, EC (EC President)
City of Union City	Jaime Patiño, WMA, EC

Absent

City of San Leandro	Deborah Cox, WMA, EC
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Staff Participating

Timothy Burroughs, Executive Director
Pat Cabrera, Administrative Services Director
Alma Freeman, Communications Manager
Justin Lehrer, Operations Manager
Kelly Schoonmaker, Program Manager
Jennifer West, Program Manager
Ben Cooper, Program Manager
Arliss Dunn, Clerk of the Board
Adrienne Ramirez, Assistant Clerk of the Board
Richard Taylor, WMA Legal Counsel

Others Participating

Priscilla Quiroz, Shaw Yoder Antwih Schmelzer & Lange

Joe Paulo, Paulo Farms

Tom Kelly, KyotoUSA

III. ANNOUNCEMENTS BY PRESIDENTS

There were none.

IV. OPEN PUBLIC DISCUSSION FROM THE FLOOR

Tom Kelly, KyotoUSA, provided public comment regarding a letter that he submitted to the East Bay Community Energy Board of Directors. The letter expresses his concern about the greenhouse gas emissions performance of EBCE's default product, which is called Bright Choice. Ms. Dunn informed the Board that staff would send a copy of the letter to the Board after the meeting. There were no additional public comments.

V. CONSENT CALENDAR

- 1. Approval of the Draft WMA & EC Minutes of June 22, 2022**
- 2. Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361**
Adopt Resolution WMA# 2022-11.
- 3. Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361**
Adopt Resolution EC# 2022-10.

There were no public comments for the Consent Calendar. Board member Haubert moved approval of the Consent Calendar and Board member Zermeño seconded. The motion carried 18-0 (WMA) and 18-0 (EC): The Clerk called the roll:

(Ayes: Balch, Carling, Cavanaugh, Hannon, Haubert, Hernandez, Jordan, Kalb, Kassan, Martinez, Sadoff, Spencer, Wengraf, Young, Zermeño. Nays: None. Abstained: None. Absent: Cox, Patiño)

VI. REGULAR CALENDAR

- 1. Altamont Property History and Revenue Summary (Kelly Schoonmaker)**

This item is for information only.

Timothy Burroughs introduced the item and Kelly Schoonmaker provided an overview of the staff report and presented a PowerPoint presentation. A link to the report and the presentation is available here:

[Altamont-Property-memo.pdf](#)

Additional time was provided to the Board for discussion and clarifying questions. An audio link to the discussion is available here: [Altamont-Property-Discussion](#)

The Board thanked Ms. Schoonmaker for the presentation and her management and oversight of the property. The Board asked questions about and discussed the purpose of the property, its relevance to the Agency's mission, and revenues and expenditures associated with the property. The Board stated appreciation for the Agency's efforts to maintain the property. Board members noted its benefits related to potential future landfill capacity, revenue-generation for the Agency, partnerships with other agencies, carbon farming, and other current and potential future benefits. The Board also emphasized the importance of continually being strategic and forward-thinking regarding the role the property plays in meeting the Agency's policy goals. There were no public comments on this item.

- 2. Legislative Update on SB 54 – The Plastic Pollution Prevention and Packaging Producer Responsibility Act (Jennifer West)**

This item is for information only.

DRAFT

Timothy Burroughs introduced the item and Jennifer West provided an overview of the staff report and presented a PowerPoint presentation, which focused on information on SB 54 – the Plastic Pollution Prevention and Packaging Producer Responsibility Act. A link to the report and the presentation is available here: [Legislative-Update-memo.pdf](#)

Additional time was provided to the Board for discussion and clarifying questions. An audio link to the presentation is available here: [Legislative-Update-Discussion](#).

The Board thanked Ms. West for the presentation. Board member Kalb stated that he is looking forward to the development of the model ordinance to ban single use food ware. Board member Hannon asked that staff provide any information on possible costs that may be incurred by local jurisdictions associated with SB 54 implementation. Tom Kelly provided public comment. Mr. Kelly commented that for many years he has been picking up trash in the bay and the marshlands and most of the trash is composed of plastic materials.

3. Interim appointment(s) to the Recycling Board for WMA appointee unable to attend future Board Meeting(s) (Arliss Dunn) (WMA only)

(The Planning Committee and Recycling Board meeting on Thursday, August 11, 2022 at 4:00 p.m. and Thursday, September 8, 2022 at 6:00 p.m. The meetings will be held via teleconference)

Board member Carling requested an interim appointment for the August 11 PC&RB meeting and Board member Young volunteered to attend as the interim appointment. Board members Carling and Kalb requested interim appointments for the September 8 PC&RB meeting and Board members Young and Jordan volunteered to attend as the interim appointments. Board member Balch moved to approve the appointments and President Martinez seconded. The motion carried 17-0. The Clerk called the roll: (Ayes: Balch, Carling, Cavanaugh, Hannon, Haubert, Jordan, Kalb, Kassan, Martinez, Patiño, Spencer, Wengraf, Young, Zermeño. Nays: None. Abstained: None. Absent: Cox, Hernandez, Sadoff)

VII. MEMBER COMMENTS AND COMMUNICATIONS FROM THE EXECUTIVE DIRECTOR

Timothy Burroughs announced that the GFOA (Government Finance Officers Association) awarded StopWaste with a certificate of achievement for excellence in financial reporting for the Annual Comprehensive Financial Report for the period ending fiscal year 2021. This is the highest award bestowed for government finance accounting. Mr. Burroughs recognized Jennifer Luong, Finance Services Manager, and the accounting team for their excellent work.

The monthly topic brief for July summarizes SB 54, available here [SB-54.pdf](#). The next HHW (Household Hazardous Waste) drop-off event will be held in Alameda on August 28. Staff will provide further information on the event.

VIII. ADJOURNMENT – to September 28, 2022 at 3:00 P.M.

The meeting adjourned 4:44 p.m.

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DATE: September 28, 2022

TO: Waste Management Authority Board

FROM: Timothy Burroughs, Executive Director

SUBJECT: Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361

SUMMARY

On September 16, 2021, the Governor signed into law as an urgency measure, AB 361 (Rivas), which allows local legislative bodies to continue to meet by teleconference in order to promote public health and safety, subject to certain conditions, which must be reconsidered every 30 days. At its September 28, 2022, meeting, the Waste Management Authority (WMA) Board will consider a resolution to approve and direct the continued use of teleconferencing for its public meetings to enable social distancing, as long as the findings required by AB 361 are met and other provisions of the Brown Act are followed.

DISCUSSION

In light of the continued state of emergency declared by the Governor related to COVID-19, state and local officials have imposed or recommended measures to promote social distancing. This direction from state and local health officials is based on the increased safety protection that social distancing provides as one method to reduce the risk of COVID-19 transmission.

The state of emergency and associated direction from state and local health officials to promote social distancing continues to impact the ability for the WMA Board to meet safely in person. The direction from public health officials that informs the findings in the attached resolution has not changed. Therefore, staff recommends that the Board approve the attached resolution to direct the continued use of teleconferencing for its public meetings to enable social distancing, as long as the findings required by AB 361 are met and other provisions of the Brown Act are followed. The Board will need to revisit the need to conduct meetings remotely at least every 30 days.

RECOMMENDATION

Adopt resolution #WMA 2022-12.

**ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
RESOLUTION #WMA 2022- 12**

**MOVED:
SECONDED:**

AT THE MEETING HELD September 28, 2022

**RESOLUTION REGARDING MEETING VIA TELECONFERENCE TO PROMOTE SOCIAL DISTANCING,
PURSUANT TO AB 361**

WHEREAS, in response to the COVID-19 pandemic, the Governor adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Brown Act were followed; and

WHEREAS, on September 16, 2021, the Governor signed into law as an urgency measure, AB 361, which allows for the continued use of remote meetings by local legislative bodies subject to certain conditions, which must be reconsidered every 30 days; and

WHEREAS, on behalf of all legislative bodies for the Alameda County Waste Management Authority (WMA), the WMA Board has considered the current state of health guidance related to public meetings in Alameda County and finds it necessary to continue with remote meetings to promote public health and safety.

NOW THEREFORE BE IT RESOLVED, that the WMA Board approves and directs the continued use of teleconferencing for public meetings of the WMA's legislative bodies based on the following findings required by Government Code Section 54953(e), as amended by AB 361:

- The entire State of California remains under a proclaimed state of emergency as declared by the Governor of the State of California related to the COVID-19 pandemic.
- State and local officials have imposed or recommended measures to promote social distancing. For example, on September 23 the Alameda County Health Care Services Agency Director recommended social distancing at all meetings of the Board of Supervisors and its committees. This recommendation is consistent with the Division of Occupational Safety and Health of California's (Cal/OSHA) Emergency Temporary Standards, which require employers to train and instruct employees that the use of social distancing helps combat the spread of COVID-19 (8 Cal. Code Regs. 3205(c)(5)(D)).
- The state of emergency continues to directly impact the ability to meet safely in person. For example, given the constraints of the WMA's available meeting spaces, social distancing is difficult without severely limiting space for members of the public to attend.
- The Board anticipates this resolution will appear on its consent calendar for review and ratification or update at each regular Board meeting for as long as the Governor's proclaimed state of emergency related to the COVID-19 pandemic remains in effect, social distancing continues to be recommended, and the Board desires to continue remote public meetings.

BE IT FURTHER RESOLVED, that this determination by the WMA Board shall apply to all of the WMA's legislative bodies, as defined by the Ralph M. Brown Act. Those legislative bodies include:

Programs & Administration Committee
Planning Committee

BE IT FURTHER RESOLVED, that:

1. WMA Board and Committee meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361, to better ensure the health and safety of the public.
2. The WMA Board will revisit the need to conduct meetings remotely at least every 30 days following adoption of this resolution.
3. If the Board determines the need still exists at each 30-day review, this resolution will be ratified by a vote of the Board documented in the minutes of that meeting.

Passed and adopted this 28th day of September 2022 by the following vote:

AYES:

NOES:

ABTAIN:

ABSENT:

Arliss Dunn, Clerk of the Board

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DATE: September 28, 2022

TO: Energy Council

FROM: Timothy Burroughs, Executive Director

SUBJECT: Resolution regarding meeting via teleconference to promote social distancing, pursuant to AB 361

SUMMARY

On September 16, 2021, the Governor signed into law as an urgency measure, AB 361 (Rivas), which allows local legislative bodies to continue to meet by teleconference in order to promote public health and safety, subject to certain conditions, which must be reconsidered every 30 days. At its September 28, 2022, meeting, the Energy Council (EC) will consider a resolution to approve and direct the continued use of teleconferencing for its public meetings to enable social distancing, as long as the findings required by AB 361 are met and other provisions of the Brown Act are followed.

DISCUSSION

In light of the continued state of emergency declared by the Governor related to COVID-19, state and local officials have imposed or recommended measures to promote social distancing. This direction from state and local health officials is based on the increased safety protection that social distancing provides as one method to reduce the risk of COVID-19 transmission.

The state of emergency and associated direction from state and local health officials to promote social distancing continues to impact the ability for the Energy Council to meet safely in person. The direction from public health officials that informs the findings in the attached resolution has not changed. Therefore, staff recommends that the Energy Council approve the attached resolution to direct the continued use of teleconferencing for its public meetings to enable social distancing, as long as the findings required by AB 361 are met and other provisions of the Brown Act are followed. The Energy Council will need to revisit the need to conduct meetings remotely at least every 30 days.

RECOMMENDATION

Adopt resolution #EC 2022-11.

Attachment: Energy Council Resolution #EC 2022-11

**ENERGY COUNCIL
RESOLUTION #EC 2022 – 11
MOVED:
SECONDED:**

AT THE MEETING HELD SEPTEMBER 28, 2022

WHEREAS, in response to the COVID-19 pandemic, the Governor adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference so long as other provisions of the Brown Act were followed; and

WHEREAS, on September 16, 2021, the Governor signed into law as an urgency measure, AB 361, which allows for the continued use of remote meetings by local legislative bodies subject to certain conditions, which must be reconsidered every 30 days; and

WHEREAS, the Energy Council has considered the current state of health guidance related to public meetings in Alameda County and finds it necessary to continue with remote meetings to promote public health and safety.

NOW THEREFORE BE IT RESOLVED, that the Energy Council approves and directs the continued use of teleconferencing for its public meetings based on the following findings required by Government Code Section 54953(e), as amended by AB 361:

- The entire State of California remains under a proclaimed state of emergency as declared by the Governor of the State of California related to the COVID-19 pandemic.
- State and local officials have imposed or recommended measures to promote social distancing. For example, on September 23 the Alameda County Health Care Services Agency Director recommended social distancing at all meetings of the Board of Supervisors and its committees. This recommendation is consistent with the Division of Occupational Safety and Health of California's (Cal/OSHA) Emergency Temporary Standards, which require employers to train and instruct employees that the use of social distancing helps combat the spread of COVID-19 (8 Cal. Code Regs. 3205(c)(5)(D).).
- The state of emergency continues to directly impact the ability to meet safely in person. For example, given the constraints of the Energy Council's available meeting spaces, social distancing is difficult without severely limiting space for members of the public to attend.
- The Energy Council anticipates this resolution will appear on its consent calendar for review and ratification or update at each regular Board meeting for as long as the Governor's proclaimed state of emergency related to the COVID-19 pandemic remains in effect and the Board desires to continue remote public meetings.

BE IT FURTHER RESOLVED, that:

1. Energy Council meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361, to better ensure the health and safety of the public.
2. The Energy Council will reconsider the circumstances of the state of emergency and the need to conduct meetings remotely at least every 30 days following adoption of this resolution.
3. If the Energy Council determines the need still exists at each 30-day mark, the determination will be ratified by a vote of the Board documented in the minutes of that meeting.

Passed and adopted this 28TH day of September 2022 by the following vote:

AYES:

NOES:

ABTAIN:

ABSENT:

Arliss Dunn, Clerk of the Board

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DATE: September 28, 2022

TO: Waste Management Authority Board

FROM: Emily Alvarez, Program Manager

SUBJECT: Amendment to the Alameda Countywide Integrated Waste Management Plan (CoIWMP) for Vasco Road Landfill Expansion

SUMMARY

On August 11, 2022, the Recycling Board, in its role as the Local Task Force (LTF) and the Planning Committee of the WMA Board unanimously recommended that the WMA Board hold a public hearing at the September 28, 2022, meeting to approve the amendment to the Countywide Integrated Waste Management Plan (CoIWMP) for the Vasco Road Landfill Expansion.

DISCUSSION

The WMA received a request from Republic Services Vasco Road, LLC (Republic) for a conformance finding and amendment to the CoIWMP for the vertical expansion of the existing Vasco Road Landfill (VRL) located at 4001 North Vasco Road in Unincorporated Alameda County.

The existing VRL operates under a Full Solid Waste Facility Permit (SWFP) issued by CalRecycle (SWIS #01-AA-0010), which allows for a maximum daily inflow rate of 2,518 tons per day (TPD) and 625 vehicle trips per day. The VRL, which includes a recycling facility in addition to the landfill, accepts a variety of materials, including, but not limited to, non-hazardous municipal solid waste (MSW) generated by residential and commercial uses, non-hazardous industrial wastes, treated medical waste, wood and green waste, appliances, residential recyclables (including paper, cardboard, glass, mattresses, and box springs), construction and demolition (C&D) waste, and electronic waste.

The VRL is open nearly 365 days a year, except for the New Year's Day, Easter Sunday, Thanksgiving, and Christmas holidays. The VRL is open to the public and commercial clients Monday through Friday from 6:00 a.m. to 5:00 p.m., and 6:00 a.m. to 4:30 p.m. on Saturdays. The landfill is open on Sundays to commercial haulers only with management approval. Under the current SWFP, the estimated landfill closure year is 2022, however, there is sufficient remaining capacity under the current design and operations to last through 2031.

Republic is proposing to increase the permitted capacity of the VRL through a vertical expansion to extend the estimated closure year to 2051. The proposed project would increase the permitted height by 145 feet, from a maximum of 1,025 feet above mean sea level (amsl) to 1,170 feet amsl. This would increase the total permitted design capacity by approximately 7.24 million cubic yards of airspace from 32.97 million cubic yards to 40.21 million cubic yards. As of December 1, 2021, the existing (gross) remaining capacity at the VRL was approximately 4.71 million cubic yards. With the proposed expansion, capacity would increase to approximately 11.95 million cubic yards.

The project does not include any horizontal expansion and would occur entirely within the footprint of the current permitted fill area in the northern portion of the landfill. The area proposed for the increase in permitted height is shown in Figure 1 of Attachment B.¹ There is no proposed increase in maximum permitted TPD or vehicle trips. Hours of operation and accepted materials would also remain the same.

RECOMMENDATION

Staff, the Recycling Board (as the LTF), and the Planning Committee of the WMA recommend to the WMA Board that it hold a public hearing at the September 28, 2022, meeting and adopt a resolution to:

- (1) Amend the CoIWMP (Exhibit 1) to modify the Vasco Road Landfill description, and make additional changes for consistency;
- (2) Find that the VRL conforms to the CoIWMP as amended; and
- (3) Make the findings required by CEQA.

Attachments:

Attachment A: Resolution 2022-13

Exhibits:

Exhibit 1: Text Changes to the Countywide Integrated Waste Management Plan

Exhibit 2: Siting Criteria Findings

Exhibit 3: Conditions of Approval

Attachment B: Staff Memo from August 11, 2022, Recycling Board/Planning Committee Meeting (without duplicated attachments and exhibits)

¹ Visual simulations of the expansion are depicted in the project's approved Initial Study-Negative Declaration, beginning on page 20: https://www.acgov.org/cda/planning/landuseprojects/documents/Vasco-Road/VRLRefuseVolumeIncreaseProjectDraftIS-ND_March2022.pdf

**ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY
RESOLUTION #WMA 2022-13**

MOVED:

SECONDED:

**AT THE MEETING HELD SEPTEMBER 28, 2022
ADOPTING AMENDMENTS TO THE COUNTYWIDE INTEGRATED WASTE MANAGEMENT PLAN, AND
FINDING PLAN CONFORMANCE FOR THE VASCO ROAD LANDFILL**

The Board of the Alameda County Waste Management Authority ("Authority") resolves as follows:

SECTION 1 (Adoption)

The Board of the Authority does hereby adopt this Resolution in full consisting of Section 1 through Section 5.

SECTION 2 (Findings)

- (a) The Authority finds that the California Integrated Waste Management Act (California Public Resources Code §§ 40000 et seq.) requires the preparation and adoption of a Countywide Integrated Waste Management Plan ("ColWMP").
- (b) The Authority finds that the Alameda County Joint Exercise of Powers Agreement for Waste Management directs that the Authority to prepare, adopt, revise, amend, administer, enforce, and implement the ColWMP.
- (c) The Authority finds that it made a comprehensive update to the ColWMP on April 22, 2020, and has adopted minor amendments since then.
- (d) The Authority finds that the Vasco Road Landfill ("VRL") has been operating at 4001 North Vasco Road, Livermore, CA 94551 in Unincorporated Alameda County since 1963. On June 6, 2022, Alameda County issued a modified Conditional Use Permit (CUP-4158) for the VRL that included a vertical expansion of the landfill height and extend VRL's estimated closure date to 2051 (the "Project").
- (e) The Authority finds that Alameda County prepared, considered, and certified on June 6, 2022, an Initial Study and Negative Declaration for the Project (IS-ND) as required by the California Environmental Quality Act ("CEQA").
- (f) The Authority finds that on June 24, 2022, Republic Services Vasco Road, LCC (the "Project Applicant") submitted the required information to the Authority to amend the ColWMP to modify the description of the VRL.
- (g) The Authority finds that the Recycling Board, acting as the Local Task Force, has reviewed and commented on the proposed amendment, and the Planning Committee of the Authority has considered the ColWMP Amendment, including any comments by the Local Task Force, and has recommended approval of the ColWMP Amendment and conformance finding.
- (h) The Authority finds that Authority staff provided all required notice and held a duly noticed public hearing on September 28, 2022, to consider the ColWMP Amendment and conformance finding for the VRL.

Attachment A

- (i) The Authority finds that the Authority Board considered all materials and testimony presented by the public, Local Task Force, Project Applicant, and Authority staff.
- (j) The Authority finds that it is a Responsible Agency under CEQA, that this Project underwent the required review under CEQA, and that the Authority's action is within the scope of activities addressed by the County of Alameda's IS-ND.
- (k) The Authority finds that the Authority Board has independently reviewed and considered the County of Alameda's IS-ND.
- (l) The Authority finds that since the County of Alameda's adoption of the IS-ND, no substantial changes have occurred and no new information or changed circumstances exist that require revisions of the IS-ND due to new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (m) The Authority concurs with the County of Alameda that the Project will not result in any significant environmental impacts.

SECTION 3 (CEQA Determinations)

The Authority's approval of the CoIWMP amendment and conformance determination, as conditioned, will have a less than significant impact on the environment as documented in the IS-ND.

SECTION 4 (Amendment of CoIWMP)

The Authority hereby amends the CoIWMP as set forth in the CoIWMP Amendment text attached hereto as Exhibit 1 and made a part of this Resolution, subject to the Conditions of Approval attached hereto as Exhibit 3.

SECTION 5 (Conformance Determination)

The Authority does hereby determine that the proposed Project is in conformance with the CoIWMP as amended, including the siting criteria as set forth in the siting criteria findings attached hereto as Exhibit 2 and made a part of this Resolution, and that the VRL, as conditioned by the Conditions of Approval attached hereto as Exhibit 3, would be in conformance with the CoIWMP as amended.

Attachment A

Passed and adopted this September 28, 2022, by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

**Arliss Dunn,
Clerk of the Board**

Exhibits:

Exhibit 1: Text Changes to the Countywide Integrated Waste Management Plan

Exhibit 2: Siting Criteria Findings

Exhibit 3: Conditions of Approval

Attachment A

Exhibit 1: ColWMP Amendment Text

Text Changes to the Alameda County Countywide Integrated Waste Management Plan for the Vasco Road Landfill Located at 4100 North Vasco Road in Unincorporated Alameda County

The Alameda County Countywide Integrated Waste Management Plan ("Plan") adopted April 22, 2020, is hereby amended again as set forth below. In the sections that follow, text to be added to the Plan is shown in **underline bold** and text to be deleted is shown in ~~strikethrough~~.

1. Page 3-15, Vasco Road Landfill description:

Vasco Road Landfill (01-AA-0010) is located on 246 acres of a total 435-acre site at 4001 North Vasco Road, east side, approximately three miles north of Interstate 580, northeast of the City of Livermore, in unincorporated Alameda County. Landfill operations at the site began in 1963. Currently, Republic Services **Vasco Road, LLC** owns and operates Vasco Road Landfill. Vasco Road **Landfill** is a Class II/III designated facility.

The landfill currently accepts franchised MSW from the cities of Livermore, Pleasanton, and San Leandro in Alameda County, as well as San Ramon in Contra Costa County, and operates under a SWFP which allows a maximum of 2,518 TPD.³ Vasco Road **Landfill**'s last permit review occurred on May ~~6, 9, 2017 and would be due for a 5-year permit review in 2022.~~

Vasco Road **Landfill** is permitted to receive the following types of waste: asbestos, ash, auto shredder, C&D, contaminated soils, dead animals, industrial, inert, MSW, ~~sewage~~-sludge, and tires. In 2018, Vasco Road **Landfill** received an estimated 684,596 tons of waste. Of this amount, the landfill received approximately 286,575 tons (1,500 TPD) of waste disposal,⁴ including 251,273 tons of MSW, with the remainder materials used for alternative daily cover, third party recycling, special waste, and soils. In 2018, Vasco Road **Landfill** also received about 21,209 tons of recyclable materials (20 TPD). Approximately 79.4 percent of this flow is from Alameda County.

As of 2018, Vasco Road **Landfill** reported remaining capacity for about 6.0 million cubic yards (5 million tons) of waste. ~~The estimated closure year for Vasco Road is 2035.~~ Vasco Road Landfill's permitted capacity per its SWFP is 32.97 million cubic yards.

Upon issuance of a revised Solid Waste Facility Permit (SWFP) anticipated at the end of 2022, the estimated design capacity will be increased to approximately 40,207,100 cubic yards (approximately 6.63 million tons) of waste and the estimated closure year will be 2051.

³ Based on Vasco Road **Landfill**'s air-space utilization factor, the permitted 2,518 TPD is approximately 2,745 CYD.

⁴ Approximately 312,367 CY (1,635 CYD).

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2. Page 4-8, Existing Fully-Permitted Landfill Capacity:

Estimated remaining landfill capacity as of the end of 2018 at the two Alameda County landfills (see Table 4-5) is:

- Altamont Landfill: 654 million cubic yards (approximately 60 million tons)
- Vasco Road Landfill: 60 million cubic yards (approximately 55 million tons)

The Altamont Landfill has 60 million tons of municipal solid waste (MSW) capacity remaining out of the total 87 million permitted. Altamont Landfill's expected closure date is 2049. The Vasco Road Landfill has approximately 5.5 million tons of capacity remaining of approximately 30 million tons of permitted capacity with the expected closure date of 2035. **Upon issuance of a revised Solid Waste Facility Permit (SWFP) anticipated at the end of 2022, the estimated design capacity at the Vasco Road Landfill will be increased to approximately 40.2 million cubic yards (approximately 6.6 million tons) of waste and the estimated closure year will be extended to 2051.**⁴

⁴ Permitted capacity in tons was estimated by converting the cubic yards of permitted capacity into tons using an air-space utilization factor.

Exhibit 2: Siting Criteria Findings

The Alameda County Waste Management Authority (“Authority”) has reviewed the materials submitted in connection with the Vasco Road Landfill (“VRL”). Based on that review, the Authority hereby makes the following determinations pursuant to the relevant provisions of Chapter 6, Table 6-1 of the ColWMP.

- A. Seismic.** The closest active fault to the VRL is the Greenville Fault, which is located along the west side of the site. The main trace of the Greenville Fault lies near Vasco Road, approximately 1,000 feet to the west of the permitted waste boundary. The eastern strand of the Greenville Fault lies just outside the western boundary of the site. The waste limit boundary is situated to provide a 200-foot setback from the eastern strand of the fault. There are no known active fault traces within the permitted waste disposal area.
- B. Floodplains.** The entire site is located within “Zone X” on Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), which are areas determined to be outside the 0.2 percent annual chance floodplain. The closest floodplain is more than 5,000 feet away.
- C. Wetlands.** The VRL is not located in wetlands.
- D. Endangered Species Habitat.** According to the 2003 VRL CUP IS-MND, several threatened or endangered species had been observed in or surrounding the permitted landfill disposal area since 1983, such as the San Joaquin kit fox (*Vulpes macrotis mutica*), the California tiger salamander (*Ambystoma tigrinum Californiense*), California red-legged frog (*Rana aurora draytonii*), San Joaquin pocket mouse (*Perognathus inornatus inornatus*), the burrowing owl (*Athene cunicularia*), and several other raptors. Several endangered, threatened, Species of Special Concern, or California Native Plant Society (CNPS) rare plant species have also received listings since 1983. A Mitigation Agreement was signed by VRL and the California Department of Fish and Game in 1998 which included conditions requiring surveys for rare plants and the California tiger salamander, a site assessment for the California red-legged frog, and preservation of land at a 3:1 ratio for the San Joaquin kit fox. In December 2001, Republic and East Bay Regional Park District (EBRPD) entered into a Memorandum of Understanding (MOU) where Republic contributed funding for the purchase of approximately 290 acres of the Bosley Property in order to use as an offsite mitigation preserve. The proposed project is within the existing waste footprint limit of the landfill. The proposed project would not involve new development or activities that would impact sensitive plant, animal species, or communities.
- E. Unstable Soils.** The project site is located in an Alquist-Priolo Earthquake Fault Zone, a liquefaction zone. A small portion of the Greenville Fault Zone crosses the project site on the western corner. No new horizontal development would occur with the proposed project and landfill operations would continue to comply with Subtitle D and 27 CCR, the Alameda County Municipal Code, and the General Plan Safety Element policies to minimize and/or avoid risks to life and property associated with earthquakes and seismic ground shaking. As mentioned in the 2003 VRL CUP IS-MND, the VRL has been maintaining a setback distance between newly constructed disposal cells and the portion of Greenville Fault in accordance with 40 CFR Part 258, as well as 27 CCR regulations. This would not change with the proposed project. Slopes within and adjacent to the disposal area shall be maintained in such a manner as to

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minimize the potential for sliding by control of grades, drainage or other means. Any slides discovered shall be stabilized as soon as possible, and the San Francisco Regional Water Quality Control Board (SF-RWQCB) shall be notified immediately. All lined and final refuse fill slopes shall not have a grade exceeding 3:1 (horizontal:vertical).

- F. Major Aquifer Recharge Areas.** Subsurface recharge to, and discharge from the site is believed to be insignificant because of the low-hydraulic conductivity and low-storage potential of the underlying bedrock. Recharge at the site is primarily from precipitation. The California Department of Water Resources (DWR) reports that there is very little subsurface outflow from the Altamont Subbasin of the Livermore Valley Groundwater Basin.
- G. Depth to Groundwater.** Depending on the strata and soil type, depths to groundwater range from about 3 to 47 feet below ground surface. Groundwater is sampled and water levels measured in accordance with the current Waste Discharge Requirements (WDR) Order issued by the SF-RWQCB. In addition, the landfill is designed to meet the requirement of a minimum 5-foot separation between waste and the highest anticipated groundwater.
- H. Permeable Strata and Soils.** The VRL lies within the Northern Diablo Range along the Altamont Anticline. Rock strata in this area dip to the west, so that the rocks beneath the eastern portion of the site are older than those in the west. The eastern portion of the site is underlain by rocks of the Panoche Formation of Cretaceous age, whereas rocks in the western portion of the site belong to the Cierbo Formation of Upper Miocene age. The Panoche Formation consists of two separate units. The first unit consists of clayey, micaceous shale and siltstone with some locally occurring sandstone interbeds. The second unit consists of resistant sandstone beds with interbedded shale and siltstone. The Cierbo Formation consists of fine- to coarse-grained sandstone with some shale and siltstone interbeds. The VRL complies with requirements set forth in 27 CCR and the current WDR Order issued by the SF-RWQCB.
- I. Non-attainment Air Areas.** The San Francisco Bay Area Air Basin is designated a nonattainment area for the federal 8-hour ozone standard, federal PM_{2.5} 24-hour standard, State 8-hour and 1-hour ozone standards, State PM₁₀ annual and 24-hour standards, and the State PM_{2.5} 24-hour standard. Republic shall comply with all requirements of the BAAQMD in the operation of the landfill.
- J. PSD Air Areas.** Republic shall comply with all requirements of the BAAQMD in the operation of the landfill.
- K. Mineral Resources Area.** The VRL is not located within a Mineral Resources Area of Alameda County.
- L. Prime Agricultural Lands/Open Space.** The site has an Alameda County General Plan designation of Large Parcel Agriculture and a zoning of Agriculture (A), where landfill operations are permitted as a conditional use. Therefore, the project would not conflict with existing zoning for agricultural use. According to the DOC, there is no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance on or adjacent to the site. The VRL site is not enrolled in a current Williamson Act Contract and there is no timberland or forest land on the site. Since the project would only involve vertical expansion with no horizontal expansion, no

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agricultural land or open space would be impacted.

- M. Military Lands.** The VRL is located on privately-owned land and is not owned by any military organization.
- N. Other Federal, State and Indian Lands.** The VRL is located on privately-owned land and is not owned by government or a tribal organization.
- O. Proximity to Major Transportation Routes.** The VRL is accessed via highway entrances at North Vasco Road. North Vasco Road is a north-south, two-lane rural highway that serves eastern Alameda County and Contra Costa County and connects the Cities of Livermore and Brentwood. The project site can be accessed via an opening in North Vasco Road, which connects to an internal landfill roadway leading to the disposal area. The VRL is located approximately three miles north of Interstate 580 (I-580).
- P. Proximity to Waste Streams.** The VRL is centrally located in the San Francisco Bay Area and Northern California waste sheds but is sufficiently distant from areas of urban development and with sufficient buffer zones to protect the public.
- Q. Proximity to Development.** The areas surrounding the VRL are primarily zoned Agriculture (A) with two parcels zoned Single Family Residential, Limited Agricultural, 5 Acre Minimum Lot (R1-L-BE) south of the site bordering the City of Livermore. Roadway access to the major transportation routes is not through residentially developed areas.
- R. Residential Development.** The VRL is located near rural residences, which are widely scattered around the site, with the nearest residences approximately 800 feet to the west and 900 feet southwest of the VRL boundary. Other residences are more than one mile away from the project site.
- S. Institutional/Public Facilities.** The nearest institutional, public facility, or school to the VRL is the Andrew N. Christensen Middle School approximately 1.9 miles south of the site. This distance to the school exceeds the 500-foot buffer recommendation for screening. The closest public library is the Livermore Branch located at 998 Bluebell Dr., Livermore and is approximately 3.3 miles southwest of the site; two churches located south of the VRL are approximately 4 miles from the site; and the Livermore Civic Center is located at 1091 South Livermore Avenue, Livermore is south of the landfill, approximately 5.7 miles away.
- T. Proximity to Public Services.** Fire protection services are provided by the Alameda County Fire Department (ACFD) and the VRL is serviced by Fire Station 20, located approximately 6 miles south of the site. ACFD has a target response time of 5 minutes or less for 90 percent of all emergency incidents. Police protection services are provided by the Alameda County Sheriff's Office (ACSO), which currently has over 1,500 authorized positions and an excess of 1,000 sworn personnel. Fire, police, and emergency medical services are readily available to this facility. The VRL is also connected to available public utilities (water-electrical-telephone).
- U. Conformance with Approved Countywide Siting Element of the Integrated Waste Management Plan ("Plan").** The VRL is consistent with the goals, objectives, and policies of the approved Countywide Siting Element of the Alameda County ColWMP, including Goal 1 Disposal Capacity which requires that WMA demonstrate a minimum of 15 years of assured disposal capacity. The VRL has been designed and sized to meet the County's capacity needs

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and is an integral part of the countywide system.

- V. Recreational, Cultural, or Aesthetic Areas.** The 2003 VRL CUP IS-MND determined that the project site does not contain prehistoric or historic resources. Conditions at the site related to prehistoric or historic resources have not changed since preparation of the 2003 IS-MND.
- W. Airport Zones.** The VRL is located approximately 5 miles northeast of the nearest airport, which is the Livermore Municipal Airport. The project is not located within an airport land use planning area.
- X. Gas Migration / Emissions.** The perimeter landfill gas monitoring probes at VRL were designed and spaced according to 27 CCR and BAAQMD requirements, and are in conformance with the criteria set forth in Subtitle D. This gas monitoring system at VRL currently consists of 27 perimeter gas migration monitoring probes and 5 continuous gas detection monitors located in on-site buildings. The landfill gas monitoring network will be expanded as landfill expansion occurs to meet the requirements of 27 CCR and New Source Performance Standards (NSPS). Additionally, landfill gas condensate is collected and either reinjected into Subtitle D lined disposal units, or off hauled for disposal.

The VRL will comply with BAAQMD Rule 34, which requires that landfill gas be collected and properly managed to minimize landfill emissions in order to prevent public nuisance and harmful impacts to public health, as well as 27 CCR, Section 20921 requiring landfill gas collection to control landfill gas migration to less than 5 percent methane and less than 1.25 percent by volume into on-site structures. The VRL contains a landfill gas collection system under vacuum which draws landfill gas (mainly methane) to a central point for proper management. Landfill gas captured is transferred to VRL's LFGTE (Landfill Gas to Energy) Facility (operated by Ameresco Vasco Road, LLC) located in the southwest portion of the site and converts the landfill gas into electrical energy. Collected landfill gas is directed to either the LFGTE or is flared. The flare is used intermittently during LFGTE operation, and also when the LFGTE is not operational.

Odor is primarily controlled at the landfill by timely placement of daily, intermediate, and final soil cover over the refuse fill; maintaining a relatively small working face and tipper area and ensuring the refuse is compacted; and operating the landfill gas control system to minimize fugitive emissions.
- Y. Contingency.** The facility maintains an Emergency Response Plan and other contingency plans to provide for continuity of services in the event of disruptions caused by natural or man-made events.

Exhibit 3: Conditions of Approval

Conditions of Approval for the ColWMP Amendment and Conformity Determination for the California Waste Solutions North Gateway Recycling Facility

Conditions of Approval for the ColWMP Amendment and Conformity Determination for the Vasco Road Landfill Vertical Expansion Project

Pursuant to the Joint Powers Agreement establishing the Alameda County Waste Management Authority (“Authority”), the Alameda County Integrated Waste Management Plan, and State law, the ColWMP amendment and conformity determination enacted by the resolution to which this exhibit is attached is subject to the conditions below:

1. Operations at the Vasco Road Landfill (“VRL”) located at 4001 North Vasco Road in Unincorporated Alameda County shall comply with all requirements governing the design and operation of a landfill under the Full Solid Waste Facility Permit (SWFP) as set forth in Title 14 of the California Code of Regulations.
2. The materials that may be processed by the VRL are limited to the materials that the Facility is currently permitted to take. Inbound materials shall be visually inspected for unacceptable materials upon arrival to the site and rejected, as appropriate.
3. Composting Activity on the VRL site is explicitly excluded under this permit; any proposal to conduct composting activity at this site shall be treated as a new permit application by the County and shall be subject to full review including environmental review under the California Environmental Quality Act if applicable. Any plant debris (grass, leaves, shrubbery, vines, tree branches, etc.) shall be separated and diverted to a composting facility in accordance with the Authority’s Organics Reduction and Recycling Ordinance 2021-02 and Plant Debris Landfill Ban Ordinance 2008-01.
4. No more than the permitted capacity of 2,518 tons per day of materials shall be received by the VRL.
5. The number of round trip county of all vehicles accessing the VRL shall not be more than the permitted 625 per day.
6. The Facility shall be constructed and operate in compliance with the descriptions and assumptions made in the Initial Study-Negative Declaration adopted by the County of Alameda.
7. The VRL operator must identify the weight of all waste materials received at the transfer station, by jurisdiction of origin, and report the results to the Authority, as provided by Authority Ordinance 98-01. The transfer station operator must identify the weight of all material transferred for disposal, by landfill destination.
8. The resolution to which these Conditions of Approval is attached shall take effect only upon Republic Services Vasco Road, LLC’s acceptance of these conditions and its agreement to indemnify and hold harmless the Authority, its agents, officer, and

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employees according to the terms in paragraph (9) below.

9. Republic Services Vasco Road, LLC ("Republic") shall defend (with counsel acceptable to the WMA), indemnify and hold harmless the WMA, its agents, officers and employees for any costs, including attorneys' fees, incurred by the WMA, its agents, officers or employees in the defense of any action brought against the WMA, its agents, officers or employees, in connection with the approval or implementation of WMA Resolution 2022-13. The WMA may elect, at its sole discretion, to participate in the defense of such action, and Republic shall reimburse the WMA, its agents, officers or employees for any costs, including attorneys' fees, that the WMA, its agents, officers or employees incur as a result of such action. The WMA will provide statements indicating its reimbursable costs expended each month. Republic shall remit payment to the WMA for such costs within ten business days of receipt of such statements. This indemnification shall be binding upon the WMA, Republic, and all their successors and assigns.
10. The VRL shall comply with the Alameda County Integrated Waste Management Plan, all applicable existing and future ordinances and resolutions of the Authority (including, but not limited to, Ordinance 2009-01, 2021-02, and Resolution 2009-03), all fee and reporting requirements imposed by the WMA, and all conditions imposed by the County of Alameda, including those under Conditional Use Permit 4158, as modified by PLN2021-00321, and other regulatory agencies.
11. These conditions of approval shall restrict the operations of the VRL and shall be incorporated in, and enforceable under, VRL's Full Solid Waste Facilities Permit issued by the Alameda County Local Enforcement Agency and may be enforced by County of Alameda in connection with its enforcement of its permits for the VRL.
12. Any activities beyond those provided for by Resolution 2022-13 shall require a new CoIWMP amendment and conformance determination by the Authority.



DATE: August 11, 2022

TO: Planning Committee/Recycling Board

FROM: Emily Alvarez, Program Manager

SUBJECT: Amendment to the Alameda County Integrated Waste Management Plan (ColWMP)
for Vasco Road Landfill Expansion

SUMMARY

Republic Services Vasco Road, LLC (Republic) is proposing to increase the refuse volume capacity at the existing Vasco Road Landfill (VRL) located at 4001 North Vasco Road in Unincorporated Alameda County. Currently, the landfill is estimated to reach capacity by 2031 and the proposed project would extend the closing date to 2051. Republic is seeking an amendment to the Alameda County Integrated Waste Management Plan (ColWMP) and a finding of conformance with the ColWMP. This report sets forth the background, project description, CEQA compliance, and staff recommendation to approve the proposed amendment and conformance finding. The proposed project must be reviewed by the Recycling Board, acting as the Local Task Force, and the Planning Committee prior to action by the Waste Management Authority (WMA).

DISCUSSION

Background

The VRL is located in unincorporated Alameda County, with a street address of 4001 North Vasco Road, Livermore, Calif., 94551. Disposal operations at VRL, which is currently owned and operated by Republic, began in 1963. The VRL has a land use designation of Large Parcel Agriculture according to the Alameda County General Plan and a zoning of Agriculture (A) according to the Alameda County Zoning Ordinance, in which sanitary landfills are permitted as a conditional use. The VRL currently operates under Conditional Use Permit (CUP) 4158. The VRL occupies several parcels totaling approximately 535 acres, of which 323 acres are permitted for landfill disposal and approximately 263 acres are permitted as a Class III landfill facility.² Of the permitted landfill acreage, 153 acres are active disposal areas and

² VRL is a Class III facility, or a landfill for nonhazardous wastes, with Class II waste management units for disposal of designated waste.

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approximately 93 acres have been certified closed under current regulations. The remaining acreage is reserved for agricultural and open space purposes.

The VRL is permitted to accept a variety of materials, including non-hazardous municipal solid waste (MSW) generated by residential and commercial uses, non-hazardous industrial wastes, small dead animals, designated wastes as defined by Title 27 California Code of Regulations (27 CCR), Section 20210,³ and treated medical waste. In addition, the VRL is a recycling facility that accepts wood waste and green waste, appliances, asphalt and concrete rubble (including drywall, stucco, bricks), residential recyclables (including paper, cardboard, glass, mattresses, and box springs), scrap tires, construction and demolition (C&D) waste, and electronic waste.

The VRL uses an area-fill method of waste disposal, where the landfill is divided into disposal units (DUs) with a capacity lifespan of about two to three years per DU. Active DUs have composite-lined containment systems built with a leachate collection and removal system (LCRS) to meet Federal Subtitle D and State 27 CCR requirements. The DUs that meet Subtitle D and 27 CCR requirements are engineered to handle the disposal of both Class III and Class II designated wastes requiring special handling.

The VRL operates under a full Solid Waste Facility Permit (SWFP) issued by CalRecycle (SWIS #01-AA-0010) and enforced by the Alameda County Department of Environmental Health, acting as the Local Enforcement Agency (LEA). The VRL is permitted for a maximum daily inflow rate of 2,518 tons per day (TPD) and 625 vehicle trips per day. The VRL is open nearly 365 days a year, except for the New Year's Day, Easter Sunday, Thanksgiving, and Christmas holidays. The VRL is open to the public and commercial clients Monday through Friday from 6:00 a.m. to 5:00 p.m. and 6:00 a.m. to 4:30 p.m. on Saturdays. The landfill is open on Sundays to commercial haulers only with management approval. Under the current SWFP, the estimated landfill closure year is 2022, however, there is sufficient remaining capacity under the current design and operations to last through 2031.

Project Description

Republic is proposing to increase the permitted capacity of the VRL through a vertical expansion to extend the estimated closure year to 2051. The proposed project would increase the permitted height by 145 feet, from a maximum of 1,025 feet above mean sea level (amsl) to 1,170 feet amsl. This would increase the total permitted design capacity by approximately 7.24 million cubic yards of airspace from 32.97 million cubic yards to 40.21 million cubic yards. As of December 1, 2021, the existing (gross)

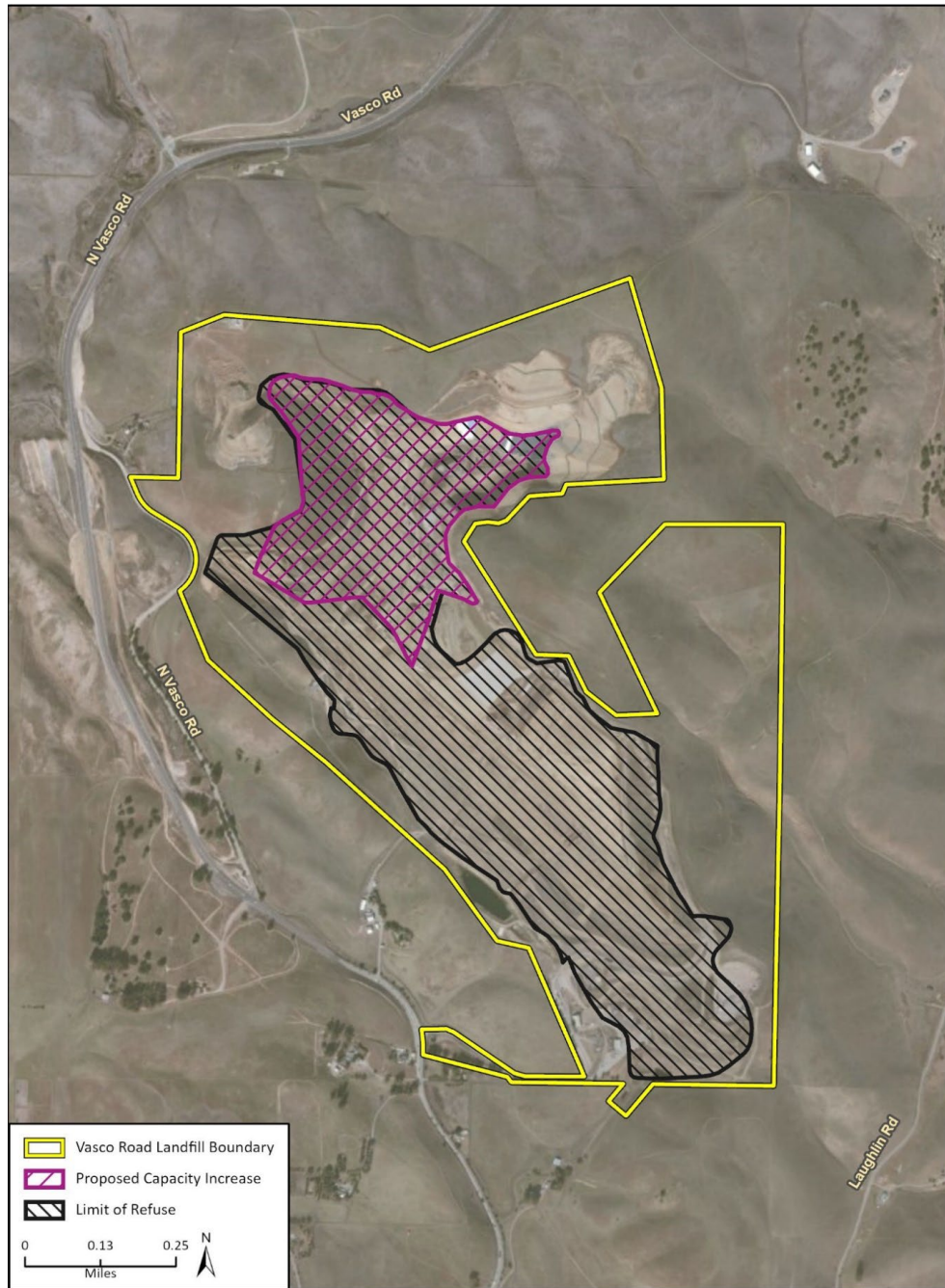
³ Designated waste is considered waste that meets either of the following conditions:

1. Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Section 25143 of the Health and Safety Code.
2. Non-hazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

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remaining capacity at the VRL was approximately 4.71 million cubic yards and with the proposed increase would be approximately 11.95 million cubic yards. The project does not include any horizontal expansion and would occur entirely within the footprint of the current permitted fill area over approximately 77 acres of deck area in the northern portion of the landfill on top of DUs. The area proposed for the increase in permitted height is shown in Figure 1. There is no proposed increase in maximum permitted TPD or vehicle trips. Hours of operation and accepted materials would also remain the same.

Figure 1. Area Proposed for an Increase in the Permitted Height



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County Approvals

On June 6, 2022, the Alameda County Planning Commission adopted resolution 2022-05 approving application PLN-2021-00231. This Resolution modified the VRL's existing CUP-4158 to allow for the vertical expansion project and extended closure date, and certified the California Environmental Quality Act (CEQA) Initial Study-Negative Declaration (IS-ND) for the project.⁴

CEQA Compliance

For purposes of CEQA, the County of Alameda acted as the lead agency for the VRL project. Prior to the 2022 IS-ND, an Environmental Impact Report (EIR) was previously certified for the VRL in 1983, an Initial Study-Mitigated Negative Declaration (IS-MND) was certified in 2006, and an addendum to the 2003 IS-MND was certified in 2011.

The Alameda County Waste Management Authority (WMA) is a responsible agency under CEQA and thus must consider the information in the IS-ND. Consistent with the Public Resource Code (PRC 21166) and the CEQA Guidelines (section 15162), when a negative declaration has already been adopted, no subsequent or supplemental CEQA documentation shall be required by a responsible agency unless one or more of the following events occurs:

- (a) Substantial changes are proposed to the project that will require major revisions of the negative declaration due to new significant environmental effects,
- (b) Substantial changes occur with respect to the circumstance under which the project is being undertaken that will require major revisions in the negative declaration due to new significant environmental effects, or
- (c) New information, which was not known and could not have been known at the time the negative declaration was adopted, becomes available that will require major revisions of the negative declaration due to new significant environmental effects.

WMA staff has reviewed the County of Alameda's documents for the 2022 IS-ND. Staff concludes that, based on the whole record before it, the proposed VRL project underwent the review required under CEQA and that the proposed ColWMP amendment is within the scope of activities addressed by the County of Alameda's IS-ND. Since preparation and adoption of the IS-ND, there have been no substantial changes to the project. In addition, the conditions at the project site have not changed since preparation of the IS-ND, nor are there any other substantial changed circumstances, or new information that has become available that would result in any new significant impacts or a substantial increase in impacts considered in the IS-ND.

Staff concurs with the County's finding that the proposed project will not have a significant impact on the environment since it involves an existing use. Although there will be a vertical expansion of the

⁴ The IS-ND for can be found at: https://www.acgov.org/cda/planning/landuseprojects/documents/Vasco-Road/VRLRefuseVolumeIncreaseProjectDraftIS-ND_March2022.pdf

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landfill, the proposed height increase will occur within the existing active landfill footprint and will not change day-to-day operations involving accepted TPD, vehicle trips, or operating hours.

ColWMP Amendment and Finding of Conformance

An amendment to the ColWMP is needed to modify the description of the VRL in the Plan. Under the criteria set forth in the ColWMP, any solid waste facility located in Alameda County seeking or modifying operations under a Full SWFP must undergo a review for conformance with the ColWMP and an amendment if deemed in conformance.

Before the WMA Board considers the ColWMP Amendment, the proposed ColWMP Amendment must be reviewed by the Recycling Board acting in its capacity as the Local Task Force, and the Planning Committee of the Authority. If the WMA Board approves the amendment, the changes will be forwarded to CalRecycle for processing and approval.

Local Task Force and Planning Committee Review

The Recycling Board, acting as the Local Task Force, and the Planning Committee of the WMA will consider the proposed ColWMP amendment at its meeting on August 11, 2022, at 4:00 pm. In its advisory capacity, the Local Task Force will review and provide comments on the proposed ColWMP amendment (which can include a comment recommending adoption). The Planning Committee will receive the staff report and consider whether to recommend approval of the proposed ColWMP Amendment and conformance finding to the full WMA.

RECOMMENDATION

Staff recommends that the Recycling Board (in its capacity as the Local Task Force) provide comments on the proposed amendment, and that the Planning Committee recommend to the WMA Board that it hold a public hearing and adopt a resolution to (1) amend the ColWMP (Exhibit 1) to modify the Vasco Road Landfill description, and make additional changes for consistency, (2) find that the VRL conforms to the ColWMP as amended, and (3) make the findings required by CEQA.

Attachments:

Attachment A: Resolution 2022-13

Exhibits:

Exhibit 1: Text Changes to the Countywide Integrated Waste Management Plan

Exhibit 2: Siting Criteria Findings

Exhibit 3: Conditions of Approval

DATE: September 28, 2022

TO: Waste Management Authority Board

FROM: Timothy Burroughs, Executive Director

SUBJECT: Review of Waste Management Authority General Counsel Contract

SUMMARY

On June 28, 2017, the WMA Board approved a new contract with Shute Mihaly & Weinberger (SMW) for services as WMA General Counsel. The term of the agreement commenced on July 1, 2017 and extends until terminated. The contract specifies that the WMA Board would review the contract in 2022. The purpose of this memo and the presentation and discussion at the September 28 Board meeting is to provide the Board with the opportunity to review the Agency's contract with SMW and to recommend that the Board conduct another review of the SMW contract in 2027.

DISCUSSION

SMW has served as the WMA's General Counsel since the Agency's inception in 1976. In 2008, the Agency issued an RFP, which included interviews with multiple firms, and resulted in the Board selecting SMW. Between 2008 – 2017, the Agency contracted with SMW through a series of limited term agreements, ranging from one to three years. In June 2017, the WMA Board approved a new contract with SMW (Attachment 1), which extends until terminated. The contract includes a provision that allows the Board to terminate the agreement with 120 days' notice.

The Agency's current contract with SMW was informed by a survey of other public agencies in 2017, which indicated that it is common for agencies to retain contracts for legal services on an ongoing basis and with no expiration date. The 2017 survey also demonstrated that SMW's rates are comparable to other firms.

To assist the Board with its current 2022 review, staff conducted another survey in August – September of this year to gather data from other public agencies related to outside general legal counsel billing rates and other contract terms. The Agency surveyed six other county-level waste management authorities in the region. The survey results are the following:

- Three of our counterpart agencies also had general legal counsel contracts that had no expiration date (i.e., the contracts extend until terminated). The other three respondents had limited-term contracts, mainly three-year contracts with the option to extend.
- The rates that the Agency pays for SMW services remain competitive with rates paid by our counterpart agencies, especially given the range of services that SMW provides and that are

embedded in our rates, including litigation, ordinance development and enforcement, and other services.

- Similar to StopWaste, five of the six agencies surveyed include an annual CPI adjustment in their contracts with outside general legal counsel.

Annual billing amounts that the Agency expends are limited to the amount approved in the Agency's budget (\$155,000 in FY 22-23), with flexibility to allocate an additional \$50,000 if approved by the Executive Director.

SMW continues to provide excellent service to the Agency. As General Counsel, Richard Taylor and his team demonstrate a high level of responsiveness, expertise, and integrity. The Agency relies on SMW's legal guidance and expertise related to contracts, ordinances, resolutions, MOUs, leases, board procedures, litigation, ordinance enforcement, and compliance with applicable state law. To cite one recent example, SMW's legal guidance played an important role in the Agency's work to inform SB 1383 regulations, develop our local Organics Reduction and Recycling Ordinance (ORRO) on behalf of member agency jurisdictions, and negotiate an MOU with the Alameda County Department of Environmental Health to take the lead in conducting compliance monitoring for the SB 1383 edible food recovery requirements. SMW also represented the Agency in two recent lawsuits, which resolved in the Agency's favor. SMW's deep experience working with local governments and long history serving the WMA continues to enable the firm to provide timely, accurate, and relevant services to our Agency.

RECOMMENDATION

Staff recommends that the Board review the SMW contract and provide any comments or questions. Staff also recommends that the Board conduct a similar review of the SMW contract every five years, with the next review occurring by the end of 2027.

Attachment 1: WMA Legal Services Contract

ATTACHMENT 1

ALAMEDA COUNTY WASTE MANAGEMENT AUTHORITY LEGAL SERVICES CONTRACT

THIS AGREEMENT is made in Oakland, California by and between the Alameda County Waste Management Authority ("Agency"), and Shute, Mihaly & Weinberger LLP ("Contractor"), who agree that:

1. **Purpose of Contract.** This is a contract General Counsel services as more specifically described in Exhibit A of this agreement ("Scope of Work") and all work authorized by this agreement shall be completed in accordance with the established project schedule as set forth in the Scope of Work.
2. **Term.** The term of this agreement commences on July 1, 2017 ("Effective Date") and extends until terminated. The Agency Board will review the contract in 2022.
3. **Payment.** Agency shall pay Contractor for work product produced pursuant to this agreement an amount not to exceed in any fiscal year the amount authorized by the Authority Board in the budget for that fiscal year in addition to any amounts (not to exceed \$50,000) that are authorized by the Executive Director or that are paid by third parties for work to be performed and any authorized reimbursable costs. Contractor is *not authorized* to undertake any efforts or incur any costs whatsoever under the terms of this agreement until receipt of a copy of this agreement signed on behalf of the Agency or fully executed purchase order from Agency. The initial invoice may be submitted only after (1) this contract is fully executed, (2) insurance certificates and endorsements required by this agreement have been submitted, (3) signed Federal Taxpayer ID Number Form (substitute IRS Form W-9) has been submitted, and (4) any other pre-invoice requirements specified in the Scope of Work have been completed.
4. **Contract Administration.** The primary representatives of Agency and Contractor for contract administration are listed below.



	Agency	Contractor
Primary Representative:	Wendy Sommer StopWaste	Richard Taylor Shute, Mihaly & Weinberger LLP
Address:	1537 Webster Street Oakland, CA 94602	396 Hayes Street San Francisco, CA 94102
Telephone:	510-891-6500	415-552-7272
Fax:	510-893-2307	415-552-5816
Cell Phone:		
E-mail:	wsommer@stopwaste.org	rtaylor@smwlaw.com

5. **Insurance.** Contractor and all subcontractors shall procure and maintain insurance as required by the provisions set forth in Exhibit B.
6. **General Provisions.** Agency and Contractor agree to and shall abide by the general provisions set forth in Exhibit C.
7. **Supplemental Requirements.** This agreement includes supplemental requirements described in connection with each box checked below:

- ☐ If this box is checked this agreement is funded in whole or in part by an entity other than Agency. Contractor shall comply with all rules and regulations required by such funding entity. Applicable funding entity requirements are set forth in Exhibit D. Nothing in this paragraph or in the funding entity requirements shall be construed to relieve Contractor of its duty to ensure that it is in compliance with all applicable laws and regulations.
- ☐ If this box is checked Exhibit E sets forth requirements regarding _____

8. **Exhibits.** All exhibits referred to in this agreement are attached hereto and are by this reference incorporated herein and made a part of this agreement.
9. **Power to Execute Agreement.** Each individual executing this agreement, on behalf of one of the parties, represents that he or she is duly authorized to sign and deliver the agreement on behalf of such party and that this agreement is binding on such party in accordance with its terms. This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

Contractor	Agency
 Richard Taylor, Managing Partner Date: <u>6/29/17</u>	 Wendy Sommer, Executive Director Date: <u>06/30/17</u>

Attachments

Exhibit A – Scope of Work
Exhibit B – Insurance Requirements
Exhibit C – General Requirements

Exhibit A

Scope of Work and Terms of Payment

Contractor (also referenced herein as Authority Counsel) will serve as General Counsel to the Authority (all references to Authority include the Energy Council which receives administrative support services from Authority) and provide legal services on all legal matters except where Authority determines that specialized legal services are required for a particular task and can be more effectively provided by special counsel. The General Counsel shall be Richard Taylor who shall attend meetings of the Board (and Board committees upon request of the Executive Director) and supervise all work by other attorneys and staff of Contractor pursuant to this agreement. The attorney serving as General Counsel may be changed upon approval by the Executive Director. Legal services shall include the following:

1. Providing advice and counsel to the Authority Board, committees, and the Executive Director and designees of the Executive Director. Whenever possible, Authority Counsel shall provide options to the Board (or Executive Director, as applicable) for actions to be taken but shall indicate the optimal course of action in Authority Counsel's professional judgment.;
2. Providing advice concerning drafting, interpretation, implementation, and enforcement of ordinances, resolutions, and other legal documents such as the Alameda County Integrated Waste Management Plan or Recycling Plan;
3. Preparing findings, decisions or other documents pertaining to legislative or quasi-judicial actions or decisions made by the Authority;
4. Negotiating and/or rendering advice with respect to negotiations pertaining to Authority's contracts, leases and other real estate agreements, and interagency agreements;
5. Representing Authority in code enforcement, litigation and/or arbitration, or other judicial, administrative or quasi-judicial proceedings; and
6. Providing advice concerning general administration of the agency and compliance with applicable laws such as the Integrated Waste Management Act and California Environmental Quality Act.

Authority Counsel will avoid conflicts of interest as set forth in the Agreement and below.

1. Authority and Authority Counsel acknowledge and agree that Authority is an independent joint powers agency created pursuant to state law and is independent of each of those member agencies. Accordingly, the conflict of

interest provisions of this Agreement and state law and rules of professional conduct apply only with respect to Authority and not with respect to Authority's member agencies. Authority understands that Authority Counsel may represent clients in matters adverse to Authority member agencies (including representing member agencies in disputes with other member agencies); nothing in this agreement shall preclude Authority Counsel from undertaking such representation provided that there is no conflict of interest with respect to Authority itself.

2. Authority Counsel will decline and not represent any client in the solid waste industry due to the inherent conflict in representing the Authority as a regulatory agency and a regulated entity at the same time. Authority Counsel will not serve as General Counsel for any member agency of Authority. Authority Counsel will also decline and not represent any party which requests Authority Counsel to take a position on its behalf in dealing directly with the Authority.

Terms of Payment

1. Billings for services and expenses will be provided monthly by Authority Counsel, in a format acceptable to the Executive Director. Beginning in July 2018 Authority Counsel will provide Executive Director with an annual report summarizing legal services provided during the prior fiscal year.
2. Billings will be paid by Authority within 30 days of receipt unless Authority notifies Authority Counsel in writing of a dispute concerning any particular bill.
3. Authority Counsel's billing rates fiscal year 2017-2018 shall be as set forth below. Costs incurred in the course of representation will be reimbursed at cost with no administrative surcharge. These billing rates will be increased effective July 1 of each year consistent with any annual increase in the Consumer Price Index (April over April time period) for All Urban Consumers (not seasonally adjusted) San Francisco-Oakland-San Jose area (1982-1984 = 100) as published by the Bureau of Labor Statistics, U.S. Department of Labor, rounded to the nearest whole \$1.

	2017-18
Partner	\$282
Jr. Partner	\$253
Associate III	\$231
Associate II	\$219
Associate I	\$208
Planner	\$197
Paralegal	\$118
Law Clerk	\$ 73

-End of Exhibit A-

Exhibit B

Insurance

1. During the life of this agreement, Contractor and all subcontractors shall maintain the following minimum insurance:

- A. Comprehensive general liability insurance: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis including products and completed operations, personal & advertising injury liability, blanket contractual liability, and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be at least \$2,000,000. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), bodily injury and property damage liability insurance covering owned, non-owned (Code 9), rented, and hired (Code 8) cars. The combined single limit for bodily injury and property damage shall at least \$1,000,000.
- C. Statutory workers' compensation and employer's liability insurance as required by state law with a limit of at least \$1,000,000 per accident for bodily injury or disease. Neither Contractor nor its carrier shall be entitled to recover any costs, settlements, or expenses of workers' compensation claims arising out of this agreement. The Employer's Liability policy shall be endorsed to waive any right of subrogation against the Agency, its employees or agents.
- D. Professional Errors and Omissions Liability Insurance. The limit of liability shall be at least \$1,000,000. If the policy is written on a "claims made" basis, Contractor must maintain required coverage for a period of three years after the expiration of this agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three-year period.

Contractor shall submit to Agency certificates of insurance and endorsements for the policies listed above. All endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. Agency has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies. Contractor shall not cancel, assign, or change any policy of insurance required by this agreement or engage in any act or omission that will cause its insurer to cancel any insurance policy required by this agreement except after providing 30 days prior written notice to Agency. If an insurance policy required by this agreement is unilaterally cancelled or changed by the insurer, the Contractor shall immediately provide written notice to the Agency and obtain substitute insurance meeting the requirements of this agreement. Nothing in this subsection relieves Contractor of its obligation to maintain all insurance required by this Contract at all times during the term of the agreement.

2. As to all of the policies of insurance listed above, the following shall apply:

- A. *Deductibles and Self Insured Retentions.* Any deductibles or self insured retentions must be declared to and approved by the Agency. At the option of the Agency, either (1) the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Agency, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- B. *Agency as Additional Insured.* The Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds with the same coverage and limits available to the named insured regarding: liability arising out of activities performed by or on behalf of the Contractor; premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the Agency, its officers, officials, employees, agents or volunteers. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured; the additional insured coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 38 04), or as a separate owner's policy, or on the Agency's own form. Additional insured coverage does not apply to errors and omissions insurance.
- C. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
 - The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. *Insurer Rating.* Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.
- E. *Umbrella/Excess Insurance.* The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of Agency (if agreed to in a written contract or agreement) before the Agency's own Insurance or self insurance shall be called upon to protect it as a named insured.
- F. *Subcontractors.* Contractor agrees to include in all subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Agency in the same manner and to the same extent as Contractor is bound to Agency under this agreement and Contractor shall furnish a copy of this agreement's insurance and indemnity provisions to all subcontractors. All subcontractors shall provide Contractor with valid certificates of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the Agency.
3. Contractor hereby grants to Agency a waiver of any right to subrogation which any insurer of Contractor may acquire against Agency by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of

subrogation, but this provision applies regardless of whether Agency has received a waiver of subrogation endorsement from the insurer.

4. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this agreement, Contractor shall immediately notify Agency by telephone. Contractor shall promptly submit to Agency a written report, in such form as may be required by Agency of all accidents which occur in connection with this agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) names and address of Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of accident and whether any of Agency's equipment, tools, materials or staff were involved. Failure to comply with this section shall constitute a material breach of this agreement.

All Insurance modifications must be approved by the Agency's Contract Administrator

Insurance Modification Approved (Yes)___ (No) __ (No) Date Approved _____ (CAS Initials) __

Type of Insurance Waived or Reduced:

Automotive Liability (Auto) _____, Worker's Comp (W/C)_____, Professional Liability (P/L) _____

-End of Exhibit B-

Exhibit C

General Provisions

1. Independent Contractor.

Agency requires the services of a qualified contractor to provide the work product described in Exhibit A because it lacks the qualified personnel to provide the specified work product. Contractor is qualified to provide the required work product and is agreeable to providing such work product on the terms and conditions in this agreement. All work authorized by this agreement shall be completed in accordance with the established project schedule as set forth in Exhibit A.

- 1.1 Contractor shall perform Contractor's duties to the best of Contractor's ability and in accordance with the generally accepted professional and ethical standards of Contractor's profession and community. Contractor agrees to perform Contractor's duties at all times in strict accordance with currently approved methods and practices in Contractor's field and in accordance with the standards required by the Agency. All duties shall be performed and rendered in a competent, efficient, timely and satisfactory manner.
- 1.2 Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including without limitation all provisions of the Occupational Safety and Health Act of 1979, Title VII of the Civil Rights Act of 1964, the Immigration Reform and Control Act of 1986 and all other applicable federal, state, and local laws. Contractor represents and warrants to Agency that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession and shall, at its sole cost and expense, keep in effect at all times during the term of this agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession. Failure to comply with this subsection shall constitute a material breach of this agreement.
- 1.3 Agency recognizes that Contractor's ability to complete the scope of work within the budget and timelines established in this agreement is necessarily dependent on receiving reasonable, timely and adequate input and review from the Agency. The agreement also assumes that Agency's policies, goals, objectives, actions or alternatives will not change in a manner which alters the Scope of Work once it has been initially defined and accepted by the Agency. Should the Scope of Work defined by this agreement be expanded or contracted or the schedule be changed, Contractor's compensation shall be adjusted to reflect any additional work or costs. Agency and Contractor shall negotiate in good faith to determine the adjustment in compensation.
- 1.4 Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the Agency, to Agency officers and employees, or to parties designated by the Agency, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes to the extent predicated on active or passive negligence of the Contractor or of any subcontractor.

- 1.5 No relationship of employer and employee is created by this agreement, it being understood that Contractor shall act hereunder as an independent contractor performing the work set forth in Exhibit A at all times in strict accordance with currently approved methods and practices in Contractor's field and that the sole interest of Agency is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards of the Agency and those set forth in this agreement between the Agency and any subcontractor or employee of Contractor.
- 1.6 Contractor shall not have any claim under this agreement or otherwise against Agency for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold Agency harmless from any and all liability that Agency may incur because of Contractor's failure to pay such taxes.
- 1.7 Nothing contained in this agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth herein and in Exhibit A. Interference or conflict will be determined at the sole discretion of the Agency.
- 1.8 Should Agency, in its discretion, or a relevant taxing authority, including, but not limited to the Internal Revenue Service or the State Employment Development Division, determine that the Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by the Contractor which can be applied against this liability). Agency shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by the Contractor for Agency, upon notification of such fact by the Agency, the Contractor shall promptly remit such amount due or arrange with the Agency to have the amount due withheld from future payments to the Contractor under this agreement (again, offsetting any amounts already paid by the Contractor which can be applied as a credit against such liability). Any determination of employment status above shall be solely for the purposes of the particular tax in question, and for all other purposes of this agreement, The Contractor shall not be considered an employee of Agency. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that the Contractor is an employee for any other purpose, then the Contractor agrees to a reduction in the Agency's financial liability so that the Agency's total expenses under this agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that the Contractor was not an employee.

2. Payment.

- 2.1 Contractor shall submit all billings to Agency and Agency shall pay such billings in the manner specified in this paragraph. Payment shall be made payable to Contractor and delivered to the address specified in section 4 on page 1 of this agreement. The payments specified in this paragraph shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this agreement. Reimbursable expenses shall be billed only at their actual cost. Contractor shall not be allowed or paid travel expenses except to the extent authorized in Exhibit A. The making of any payment by Agency, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor to correct or revise unsatisfactory work, even though the unsatisfactory character of such work may not have been apparent or detected at the time such payment was made. Agency may withhold payment to Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for in this agreement. In no event shall Agency be liable for interest or late charges for any late payments.
- 2.2 Contractor shall submit invoices, not more often than once a month during the term of this agreement, based on the cost for work performed in accordance with the rate schedule and other terms in the Scope of Work and authorized reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:
- (a) Serial identifications of bills, i.e., Bill No. 1;
 - (b) The beginning and ending dates of the billing period;
 - (c) A summary containing the total contract amount, the amount of prior billings, the total due this period, percentage of work completed, the remaining balance available for all remaining billing periods, and a brief description of work completed during the billing period.
- 2.3 Within 30 days of receiving an invoice Agency shall make payment for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.

3. Agency Representative.

The Agency's Primary Representative designated in section 4 on page 1 of this agreement is authorized to transmit instructions, receive information, and interpret and define Agency's policies consistent with this agreement. Contractor shall be entitled to rely on representations made by Agency's representative(s) unless otherwise directed in writing by Agency. All correspondence and other communications shall be directed to or through the Administrator or the Administrator's designee.

- 3.1 In General. All notices or communication concerning a party's compliance with the terms of this agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing

was delivered to the address of the receiving party. The parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via e-mail. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above.

- 3.2 Addresses for Notice. Notices or communications shall be given to the parties at the addresses set forth in section 4 ("Contract Administration") unless otherwise designated in a written notice to the other party. In addition, notices to Agency shall be copied to:

Pat Cabrera
Administrative Services Director
1537 Webster Ave.
Oakland, CA 94612

This copy shall not constitute notice.

- 3.3 Change of Address. Any party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given.

4. Contractor Not an Agent.

Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement to bind Agency to any obligation whatsoever.

5. Assignment and Subcontracts.

The services to be performed by the Contractor are personal in character and no party to this agreement may assign any right or obligation under this agreement. Any attempted or purported assignment of any right or obligation under this agreement shall be void and of no effect. However, with the consent of the Agency given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this agreement as may be specified by the Agency and all subcontractors shall be subject to all the provisions of this agreement. Failure to comply with this section shall constitute a material breach of this agreement.

6. Retention of Records.

Until the expiration of five years after the furnishing of any services pursuant to this agreement, Contractor shall make available to the Agency or any party designated by the Agency, upon written request by Agency, this agreement, and such books, documents and records of Contractor (and any books, documents, and records of any subcontractor(s)) that are necessary to certify the nature and extent of the reasonable cost of services to Agency.

7. Conflict of Interest.

- 7.1 Contractor understands that its professional responsibility is solely to Agency. Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest, or that the Contractor has already disclosed all such relevant information. Contractor shall not employ or subcontract with a person having such an interest in the performance of this agreement.
- 7.2 Contractor agrees that if an actual or potential conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Agency. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Agency to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the Agency.
- 7.3 Failure to comply with this section shall constitute a material breach of this agreement.

8. Rights to Material Produced.

- 8.1 All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this agreement shall become the property of Agency upon completion of the work to be performed hereunder or upon termination of this agreement.
- 8.2 Without limiting the generality of the foregoing, if, in connection with services performed under this agreement, the Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of Agency. If it is ever determined that any works created by the Contractor or its subcontractors under this agreement are not works for hire under U.S. law, the Contractor hereby assigns all copyrights to such works to Agency, grants Agency a royalty-free, exclusive, and irrevocable license to reproduce, publish, use, and to authorize others to do so, all such works and agrees to provide any material and execute any documents necessary to effectuate such assignment and license.
- 8.3 Agency acknowledges that Contractor may use its pre-existing intellectual property (including, without limitation, know-how and proprietary methodologies) ("Pre-Existing IP") as it creates the materials hereunder, and this Agreement does not transfer ownership in Contractor's Pre-Existing IP to the Agency except to the extent necessary to allow Agency to use the work product provided or as otherwise specified in Exhibit A.
- 8.4 Contractor shall not use Agency materials including logos, flyers, etc without written permission from Agency.

8.5 Contractor may disclose or use documents and materials, or any portion thereof, which: (a) has been previously made available to the public or which is made available by Agency hereafter, or (b) which was already in the Contractor's possession prior to services performed under this agreement. The Agency recognizes Contractor's need to make reference to this project as a part of the experience qualifications for future work of a similar nature. The Agency, therefore, agrees to allow Contractor to describe this project in its statements of qualifications and related materials. Contractor shall not publish any such material without prior written consent of Agency.

9. Intellectual Property.

Contractor represents and warrants that it has the legal right to utilize all intellectual property it will utilize in the performance of this agreement. Contractor further represents that it shall ensure Agency has the legal right to utilize all intellectual property involved in and/or resulting from Contractor's performance of this agreement. Contractor shall indemnify and hold Agency harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Agency, or any of its officers or agents, of articles or services to be supplied in the performance of this agreement.

10. Confidential Information.

Contractor will hold any confidential information received from Agency in the course of performing this agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the agreement or at any time thereafter. Upon expiration of this agreement, or termination as provided herein, Contractor will return materials which contain any confidential information to Agency. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to the Agency's past, present, and future activities, as well as activities under this agreement, which information is not otherwise of public record under California law. Failure to comply with this section shall constitute a material breach of this agreement.

11. Indemnification.

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless Agency, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs (including, without limitation, costs and fees of litigation) of any kind whatsoever without restriction or limitation, incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part, to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the Agency.

12. Drug-Free Workplace.

Contractor shall maintain a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and

amphetamines, at any facility, premises or work-site used in any manner in connection with performing services pursuant to this agreement. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at such a facility, premises, or work-site, the Contractor, within five days thereafter, shall notify the Agency. Failure to comply with this section shall constitute a material breach of this agreement.

13. Environmentally Preferable Purchasing.

Contractor shall comply with the Agency's Environmentally Preferable Purchasing Policy of instituting practices that reduce waste and purchasing products that include recycled content, are durable and long-lasting, conserve energy and water, and otherwise minimize environmental impacts, toxics, pollution and hazards to worker and community safety to the greatest extent practicable. At a minimum, this shall include all of the following for services and products purchased and used on behalf of the Agency:

- a. All products for which the U.S. Environmental Protection Agency (EPA) has established minimum recycled content standard guidelines (such as paper and non-paper office products) shall contain the highest postconsumer content practicable, but no less than the minimum recycled content standards established by the U.S. EPA Guidelines.
- b. Paper products that are unbleached or that are processed without chlorine or chlorine derivatives, shall be purchased whenever possible. To the greatest extent practicable, recycled content shall be included in products that also meet this specification.
- c. All photocopying and printing shall be double-sided.
- d. All pre-printed recycled content materials intended for distribution that are purchased or produced shall include a statement that the material is recycled content.
- e. Elimination of packaging or use of the minimum amount necessary for product protection is requested, to the greatest extent practicable. Packaging that is reusable, recyclable or compostable is preferred, when suitable uses and programs exist. Take back and reuse of packaging materials by the Contractor is encouraged.

Upon request, Contractor shall submit to the Agency written certification documenting that the requirements above have been satisfied. A copy of the Agency's Environmentally Preferable Purchasing Policy may be obtained from the Agency representative.

14. Notice of Non-Renewal.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this agreement will be retained by Agency from Contractor under a new agreement following expiration or termination of this agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by Agency to continue to retain all or any such services from Contractor following the expiration or termination of this agreement.

15. Termination.

Either party may terminate this agreement with or without cause by providing 120 days' notice in writing to the other party. The Agency may terminate this agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this agreement. Upon termination, this agreement shall become of no further force or effect

whatsoever and each of the parties hereto shall be relieved and discharged herefrom, subject to payment for acceptable services rendered prior to the expiration of the notice of termination and delivery to Agency of any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this agreement, and any completed or partially completed work which, if this agreement had been completed, would have been required to be furnished to Agency. Notwithstanding the foregoing and section 2 on page 1, this section and the provisions of this agreement concerning insurance (Exhibit B), Funding Agency Requirements (as set forth in Exhibit D if applicable), Independent Contractor, Retention of Records, Rights to Material Produced, Intellectual Property, Confidential Information, Indemnification, Default and Remedies, and Jurisdiction and Severability shall survive termination of this agreement.

16. Default and Remedies.

16.1 Each of the following shall constitute an event of default hereunder:

- (a) Failure to perform any obligation under this agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the Agency determines the health, welfare, or safety of the public is immediately endangered;
- (b) Failure to perform any obligation under this agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, provided that if the nature of the breach is such that the party claiming breach determines it will reasonably require more than fifteen (15) days to cure, breaching party shall not be in default if it promptly commences the cure and diligently proceeds to completion of the cure; or
- (c) Without limiting the generality of the foregoing, any Material Breach of any term of this agreement ("Material Breach" as used in this agreement shall include, but not be limited to, any failure to comply with the provisions of any section of this agreement stating that failure to comply with that section shall constitute a material breach of this agreement).

16.2 Upon any default, the non-defaulting party shall have the right to immediately suspend or terminate the agreement, seek specific performance, and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.

16.3 The parties shall make a good faith effort to settle any dispute or claim arising under this agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any of these dispute resolution processes are involved, each party shall bear its own costs and attorneys' fees.

16.4 If any litigation is commenced between parties to this agreement concerning any alleged default or any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

17. Jurisdiction and Severability.

This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in that state and venue shall be in Alameda County, California. If any part of this agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this agreement shall be in full force and effect.

18. Waiver.

Neither the acceptance of work or payment for work pursuant to this agreement shall constitute a waiver of any rights or obligations arising under this agreement. The failure by the Agency to enforce any of Contractor's obligations or to exercise Agency's rights shall in no event be deemed a waiver of the right to do so thereafter.

19. Parties in Interest.

This agreement is entered only for the benefit of the parties executing this agreement and not for the benefit of any other individual, entity or person.

20. Entire Agreement.

This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Agency and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

-End of Exhibit C-

904740.1

**October 2022
Meetings Schedule**

**Alameda County Waste Management Authority, the Energy Council, Source Reduction &
Recycling Board, and Programs and Administration Committee**

(Meetings will be held **via teleconference** unless otherwise noted)

SUN	MON	TUES	WED	THURS	FRI	SAT
						1
2	3	4	5	6	7	8
9	10 AGENCY HOLIDAY	11	12	13 9:00 A.M. Programs & Administration Committee Key Items: 1. Municipal Panel 4:00 P.M. Planning Committee & Recycling Board Key Items: 1. Municipal Panel 2. Measure D Audit	14	15
16	17	18	19	20	21	22
23	24	25	26 3:00 P.M. Waste Management Authority & Energy Council Key Items: 1. Water Utility Coordination/Incentives 2. BayREN Update 3. Legislative Update	27	28	29
30	31					

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Energy Council
TECHNICAL ADVISORY GROUP (TAG)
Tuesday, August 16, 2022 – 1:00 pm to 3:00 pm

Attendance (all via phone):

Alameda County: Ali Abbors, Emily Sadigh, Rachel Kippen
City of Alameda: Danielle Mieler
City of Berkeley: Billi Romain, Alice LaPierre, Sarah Moore
City of Emeryville: Nancy Humphrey, Matt Anderson
City of Fremont: Dan Schoenholz, Kranti Kapur
City of Hayward: Erik Pearson, Nicole Grucky
City of Newark: Jim Scanlin
City of Oakland: Shayna Hirshfield-Gold, Nick Kordesch, Jeffrey Wong
City of Piedmont: Alyssa Dykman
City of Pleasanton: Zeelaura Page
City of San Leandro: Hoi-Fei Mok
StopWaste: Jennifer West, Emily Alvarez, Chris Hunter, Ben Cooper, Wes Sullens, Heather Larson, Jenny Kauffman
EBCE: Cait Cady, Eryn Kim
Guests: Tom Kabat, Sean Murphy

Welcome and Intros

Ask TAG

- Fremont asked if any jurisdictions have streamlined solar and EV permitting that also allows for easy data tracking of installations. Several jurisdictions shared resources
 - Common concern that sometimes data cannot be sorted as it is in the general permit description field, for example the size of the system
- Alameda County is updating their legislative platform and asked for input on big picture items (vs. specific legislation) that should be supported. Many shared links to their platforms
- Berkeley is working on a flat-rate structure for sport field lighting since currently rates are demand-based and include time of use pricing despite field lighting being an inflexible demand
 - A new rate could save cities money on their utility bills, happening in Southern California
 - Please share account information in spreadsheet to understand potential impact of new rate
- Please share fleet electrification or purchasing policy staff report or resolution with Emeryville

Energy Efficiency Conservation Block Grants (EECBG) – Heather Larson, StopWaste & Billi Romain, City of Berkeley

- Heather Larson provided an overview of Federal funding for EECBG
 - Established in 2007 and initially funded under ARRA
 - Current allocation is smaller than in 2009, both in amount and percent for local governments
 - Eligible projects include financing, renewable energy, grants, incentives, and transportation infrastructure
 - All jurisdictions with populations over 35,000 are eligible for at least \$75,000; calculator developed by Conference of Mayors shows amounts for each jurisdiction
 - Less likely to be able to fund capital projects due to smaller allocations
 - If population is below 35,000/city or 200,000/county (Unincorporated County, Albany, Emeryville, Piedmont), they can apply for competitive funding
- Billi Romain introduced potential projects being considered by Berkeley

- In 2009, funds were used for energy efficiency retrofit projects and direct install through Rising Sun in moderate and low income census tracts
- Again looking to design direct install program with workforce elements
- Other ideas included fleet electrification including infrastructure or publicly-accessible fast charging hub
- Interest in learning how this could be leveraged with Inflation Reduction Act funding/programs
- Last time reporting was onerous, so ideally less challenging this time around with smaller funding and fewer projects

Reach Code Guidance – Eryn Kim, EBCE

- All electric and electric preferred reach codes should amend Title 24 Part 11 (CALGreen) or amend the Municipal Code
 - All-electric is not energy conservation, just fuel-switching, therefore not under CEC jurisdiction
 - Does not require CEC approval, including cost-effectiveness
 - Reduced risk of enforcement gap, CEC has been very slow to approve and has delayed implementation
- Reach codes including energy conservation, such as EE measures or solar, should continue to amend Title 24 Part 6 (Energy Code)
- For renewals of previous reach codes: see if existing reach codes measures are part of new code
 - EBCE can help with individual circumstances
- Amendment requirements and process:
 - Both paths require work sessions, outreach, and public comments and adoption by a governing body (i.e., City Council)
 - Part 11: File adopted measures electronically with CBSC and then the code goes into effect
 - Not an approval process
 - Documentation includes staff report and signed ordinance
 - Part 6: Before adoption must complete a cost-effectiveness study, then submit to CEC for approval
 - Documentation includes amendments and cost-effectiveness study
 - Codes go into effect if and only after it is approved
- Bay Area Reach Code team can provide Regional Model Codes and technical assistance via EBCE's Municipal Electrification Assistance program (by EOY 2022)

Electrification and the Electrical Panel – Sean Murphy & Tom Kabat

- Sean Murphy presented on electrification retrofits in regards to electrical infrastructure the challenges caused by panel upgrades, including high electricity rates costs, potential infrastructure upgrades, and contractor awareness
 - Efforts to balance these challenges include state and local incentive programs, pre-existing air conditioning loads, and technological advances
 - Electrical code makes it hard to avoid panel upgrade, encourages conservative panel sizing and overestimates the number of coinciding loads, does not permit load management strategies/technologies
 - Need to prepare workforce through continuing education requirements for electricians and electrical contractors
 - Utilities do not track costs for non-EV electrification
 - Improved reporting can inform policy makers about benefits of avoiding panel upgrades

- Tom Kabat introduced the concept of the “Watt Diet” or “Electrical Panel Optimization” which aims to encourage the selection of equipment to reduce electrical loads, thereby avoiding panel and infrastructure upgrades
 - Make electrification plans that leave space for the whole home to electrify, including the car – and that leave room for your neighbors to electrify as well
 - Typically each contractor comes in and takes a new breaker on the panel even if not necessary
 - Allows the utility to upgrade infrastructure
 - Methods:
 - Select inherently power-efficient devices
 - Select controls that sequence or pause devices (shared)
 - Add controlled battery storage that supplements service line flows
 - Looked at 10 homes in San Mateo and all homes did not come close to reaching maximum service capacity (most were ~40% service capacity)
 - Load sharing devices available, such as circuit sharers, circuit pausers, or smart panels & breakers
 - Guides available on the All Electric 100-Amp home
 - Do building department staff know how to review these devices and methods?
 - Training would help! Some devices plug into the wall and are not hard-wired so those wouldn’t need permits

Announcements

- CPUC decarbonization proceeding proposed decision is out to end gas line extension subsidies
- Upcoming Board meetings: Recycling Board on August 11, 2022, no Energy Council meeting in August
- High Road Training Partnership workshops coming up on 9/7 and 12/14. TAG is invited
- Happening 8/19: BayREN induction cooking webinar with a doctor and an LBNL air quality researcher: <https://www.eventbrite.com/e/now-were-cooking-with-a-scientist-and-a-doctor-tickets-387799487707>
- Rising Sun still has energy efficiency kits available through the Green House Call program: Chris Hunter can provide sample marketing materials if you are interested in helping to promote the program.
- Revalue.io is leading a free 3-day training next week on building electrification for local minority contractors. Please share with any relevant groups: <https://www.eventbrite.com/e/building-electrification-for-local-contractors-tickets-387194227357>

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Energy Council
TECHNICAL ADVISORY GROUP (TAG)
Tuesday, September 20, 2022 – 1:00 pm to 3:00 pm

Attendance (all via phone):

Alameda County: Ali Abbors, Emily Sadigh, Rachel Kippen, Samira Tootla (Fellow)
City of Alameda: Danielle Mieler
City of Albany: Lizzie Carrade, Michelle Plouse, Natasha Gallatin (Fellow)
City of Berkeley: Sarah Moore
City of Dublin: Michelle Sung, Anna Zamboanga (Fellow)
City of Emeryville: Nancy Humphrey, Matt Anderson
City of Fremont: Rachel DiFranco, Kranti Kapur
City of Hayward: Erik Pearson, Nicole Grucky, Hailey Meyer (Fellow), Sierra Cannon (Fellow)
City of Livermore: Tricia Pontau
City of Oakland: Shayna Hirshfield-Gold, Jeffrey Wong
City of Piedmont: Alyssa Dykman
City of Pleasanton: ZeeLaura Page
City of San Leandro: Hoi-Fei Mok
City of Union City: Brandon DeLucas
StopWaste: Jennifer West, Emily Alvarez, Chris Hunter, Heather Larson, Jenny Kauffman, Imma Dela Cruz
EBCE: Cait Cady

Welcome and Intros

- Member Agencies introduced their new cohort of Civic Spark and Climate Corps Fellows

Ask TAG

- StopWaste staff want feedback on the 9/15 BayREN Forum on Building Performance Standards and/or if you are interested in these policies for your jurisdiction.
- BayREN Codes & Standards is considering developing a regional building stock inventory to aid in existing building electrification plans and policies. Would this be helpful and what are your needs?
 - Some cities realize the limitations on developing prototypes -- every home is different
 - Assessor parcel data on building size, age, etc. is accessible to cities and less useful. Is there other data BayREN could get that cities don't have access to? For example, multifamily has less information than single family, especially regarding permits.
 - Would be useful to tie the results to equipment needs and potential bulk purchasing.
- Emeryville asked for all-electric or induction commercial kitchens and restaurants.

BayREN Dashboard – Chris Hunter, StopWaste

- The 3rd quarter BayREN dashboard is available on TAG SharePoint. It provides data on BayREN residential programs (Home Energy Score, Home+ rebates, and multifamily rebates), by jurisdiction

Funding: Energy Efficiency Conservation Block Grant (EECBG), Inflation Reduction Act (IRA), and State Budget Updates – Heather Larson, StopWaste

- US DOE has formed the Office of State and Community Energy Programs (SCEP) to oversee EECBG program and codes grant program from IRA
- StopWaste staff provided a document with page numbers from the IRA bill text with topics of interest (energy programs, schools, etc.)
 - The bill modifies the tax code and extends existing credits, creates new credits and deductions

- Another part gives appropriations for specific programs, including incentives, rebates at point of sale, model building retrofit programs, and some incentives for contractors
- Bulk of energy programs will go through State Energy Program (CA Energy Commission)
 - CA got largest amount of all states (\$38M under Infrastructure, will be larger from IRA)
- We will need to figure out how to layer and work with existing programs, like BayREN
 - Concern that homeowners will “wait and see” on new incentives and slow down electrification in the interim
 - 2-year timeline for program launch from CEC, hopefully will be sooner
 - Tax credits available beginning in 2023
- Environmental Product Declaration Assistance addresses embodied carbon in purchasing and projects. Less applicable to local governments but demonstrates where the market is heading
- Grants available through:
 - GHG Reduction Fund (\$27B): Deploy zero emissions technology through financing, most through non-profits and states, but some for direct investment in EJ communities (local government-eligible administrators)
 - Building Energy Codes Implementation (\$1B): Training, enforcement, and annual measurement of compliance rates for codes
- Note: CA state funding is 3X more per capita than the Fed funding for CA

City of Albany Sharing – Michelle Plouse, City of Albany

- EV pilot in Multifamily housing
 - Designed to guide and fund 3 medium-sized multifamily buildings (8-20 units) EV charging
 - Working with owners to understand needs, select contractors and equipment
 - Educate tenants on projects and how chargers work
 - Among building owners there is a lot of interest in charging as it is the way of the future to stay competitive. Many owners in Albany own only one building, may be older, and are challenged on where to start, what they need, or what is available. Guidance is just as important as funding.
 - Electrical capacity limits, especially in older buildings, creates challenges and load management strategies may not be enough
- Heat Pump incentive program, 3 projects so far
 - Additional rebates from utility users’ tax (2020) that will increase incentives for heat pumps (HVAC) and panel upgrades with heat pumps
 - Double amount for low-income qualifying households
 - Works with BayREN program, fills gaps in eligibility for heat pump HVAC (no cooling load needed), offers sign-on bonus for contractors
 - Significant outreach: webinar, events, social media, mailers, direct outreach to contractors
- Electrification permit fees waived for gas to electric, aligns with rebate program, promoting to contractors.
- How to align with efforts like panel optimization so we encourage smart electrification and do not encourage unnecessary panel upgrades?

Announcements

- Next Energy Council meeting on Sept 28, 2022